



DATE OF MEETING: October 24, 2022
TO: Mayne Island Local Trust Committee
FROM: Narissa Chadwick, Island Planner
Southern Team
COPY: Robert Kojima, Regional Planning Manager
SUBJECT: MA-RZ-2020.1 (MIHS)

RECOMMENDATION

1. That the Mayne Islands Local Trust Committee endorse the draft Section 219 Covenant associated with MA-RZ-2020.1 (MIHS).
2. That the Mayne Island Local Trust Committee has reviewed the Islands Trust Policy Statement Directives Only Checklist and determined that Bylaw No. 181, cited as 'Mayne Island Official Community Plan Bylaw No. 144, 2007, Amendment No. 1, 2021' and Bylaw No. 183, cited as 'Mayne Island Land Use Bylaw No. 146, 2008, Amendment No. 1, 2021' are not contrary to or at variance with the Islands Trust Policy Statement.

REPORT SUMMARY

The purpose of this staff report is to:

- Provide the LTC with the draft Section 219 covenant for review and endorsement;
- Provide an update to the LTC on questions raised at the September LTC meeting which include: Ministry of Transportation's role re: surface water, and the use of Statistics Canada data for income levels in the Housing Agreement.

BACKGROUND

At the September 26, 2022 regular meeting the LTC:

- Gave first and second reading to the Housing Agreement;
- Passed a resolution identifying that *"the Mayne Island Local Trust Committee considers that combined with the best efforts to construct, pursuant to Section 18 from the draft s.219 Covenant, the donation of the proposed Lot 3 represents an amenity under Official Community Plan policy 2.10.2"*;
- Requested the covenant restrict access to Lot 2 to an easement from Lot 1;
- Requested staff schedule CIM and PH for specified dates; and
- Requested clarification on MOTI role re: surface water.

ANALYSIS AND DECISION POINTS

Housing Agreement

The LTC had requested clarity regarding the use of Statistics Canada data for income levels in the Housing Agreement. Staff confirm that this is the most reliable source of data. As indicated in the definitions section of the housing agreement, median income levels are to correspond to the census profile. As defined in the HA the census profile means “*the most recently available census profile published by Statistics Canada for the Southern Gulf Islands, regional district electoral area census subdivision or, in the event that Southern Gulf Islands, regional district electoral area census subdivision is amended, eliminated or replaced, a successor census subdivision which includes Mayne Island*”. While the census is based on an area greater than Mayne specifically and will miss people who do not have a fixed address it is the most reliable and consistent source of income data available.

Section 219 Covenant

After receiving feedback from the APC the LTC resolved that “*combined with the best efforts to construct, pursuant to Section 18 from the draft s.219 Covenant, the donation of the proposed Lot 3 represents an amenity under Official Community Plan policy 2.10.2*”. Section 18 (see Covenant in Attachment 1) is as follows

18. *The Owner of Lot 2 shall not start the construction of any building or structure on Lot 2 until the Owner of Lot 3 has completed the construction of, and received any occupancy permit required by the Capital Regional District for, at least 5 units of affordable housing, on Lot 3. This restriction shall expire five (5) years after the date when the Land is subdivided in accordance with the Subdivision Plan.*

The LTC also requested a section be added to restrict access to the proposed Lot 2 to an easement from the existing driveway on Lot 3. The following Section 20 has been added to the Covenant to address this.

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

The attached Section 219 Covenant has been reviewed by Islands Trust lawyer as well as the Mayne Island Housing Society. Once the Covenant has been endorsed there is still opportunity to make further changes. The next step will be for the LTC to pass a resolution to have the Chair of the LTC sign the Covenant. The Covenant will be registered on title prior to the adoption of bylaws.

Scheduling of Community Information Meeting and Public Hearing

At the September 26, 2022 LTC meeting direction was given to staff for the Community Information Meeting to be scheduled for October 24th, 2022 and the Public Hearing to be scheduled for October 31st 2022. In light of the Local Government elections being held on October 15, 2022 LTCs have been strongly discouraged from scheduling LTC meeting prior to the new Trustees being sworn in and the new chairs appointed. For this reason, a resolution without meeting was circulated to support the rescheduling of the October 31st, 2022 PH to a later date. Given that a future date would need to be determined once the new Trustees have been sworn in and the new chair appointed this would have pushed the PH into January. The LTC later resolved to reschedule the Public Hearing to November 14th, 2022 with the existing LTC. Resolution-Without-Meeting October 12th, 2022:

That the Mayne Island Local Trust Committee request staff to reschedule the October 31, 2022 special meeting and Public Hearing for MA-RZ-2020.1 (Mayne Island Housing Society) to November 14th, 2022.

Clarification RE: Surface Water and MOTI Responsibility

Islands Trust staff have been in contact with MOTI staff. Islands Trust staff will be recommending a drainage report as part of the subdivision referral.

ALTERNATIVES

1. The LTC could make changes to the covenant before endorsing it.

In this case, the LTC will need to be very specific about what their proposed changes are. If the changes are minor in nature the LTC could move to endorse as amended. If there are more major, staff may recommend further legal review.

“That the Mayne Island Local Trust Committee endorse the draft Section 219 Covenant associated with MA-RZ-2020.1 (MIHS) as amended”. or,

“That the Mayne Island Local Trust Committee request the Section 219 Covenant be amended (as follows) and be sent for legal review and reviewed by the LTC prior to the Public Hearing.

2. The LTC could request staff come back with suggested changes to the covenant to address a specific issue.

In this case the specific issue would need to be clearly defined.

That the Mayne Island Local Trust Committee request staff return to the LTC a revised draft Section 219 covenant that addresses....

NEXT STEPS

- Community Information Meeting for Bylaws 181 (OCP) and 183 (LUB)
- Public Hearing for Bylaws 181(OCP) and 183 (LUB)
- Consideration of second and third reading for Bylaws 181 and 183.
- Consideration of third reading of Bylaw 182 (Housing Agreement).
- Chair will sign Housing Agreement and Section 219 Covenant .
- Bylaws 181 (OCP) and 183 (LUB) and 182 referred to EC for approval.
- If approved by EC Bylaw 181 will be sent to the Minister of Municipal Affairs for approval.
- The S. 219 Covenant will be registered at the Land Title Office prior to the adoption of bylaws.
- If approved by the Minister, Bylaws 181, 182 and 183 will return to the LTC for consideration of adoption.
- Once bylaws are adopted notice of the housing agreement will be registered on title.

Submitted By:	Narissa Chadwick, Island Planner	October 11, 2022
Concurrence:	Robert Kojima, Regional Planning Manager	October 12, 2022

ATTACHMENTS

1. Section 219 Covenant
2. Islands Trust Policy Statement Directives Only Checklist

PART 2 - TERMS OF INSTRUMENT

SECTION 219 COVENANT

This Agreement dated for reference _____ is between:

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

(the “**Owner**”)

AND:

MAYNE ISLAND LOCAL TRUST COMMITTEE, a corporation under the *Island Trust Act*, R.S.B.C. 1996, c. 239, having an office at Suite 200, 1627 Fort Street, Victoria, British Columbia, V8R 1H8

(the “**Local Trust Committee**”)

GIVEN THAT:

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

PID: 002-552-256

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

(the “**Land**”);

- B. The Owner proposes to subdivide and develop the Land for residential use.
- C. The Owner wishes to grant the Local Trust Committee and the Capital Regional District a covenant under s. 219 of the *Land Title Act* (British Columbia) to regulate the use of the Land.

NOW THEREFORE, in consideration of the payment of \$2.00 by the Local Trust Committee to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the Local Trust Committee in accordance with s. 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

1. In this Agreement:
 - (a) “**Ecological Assessment Report**” means the report prepared by Keith Erickson and dated September 21, 2020, a copy of which is held on file at the offices of the Local Trust Committee;
 - (b) “**Land**” has the meaning ascribed in Recital A and, for clarity, includes the parcels for Lots 2 and 3 into which it is subdivided by any means and any parcel into which the Land is consolidated;
 - (c) “**potable**” means water that is safe to drink and suitable for domestic purposes and,

without limiting the foregoing, meets a standard for potability no less than that specified in both the Mayne Island Land Use Bylaw and the Guidelines for Canadian Drinking Water Quality, as those may be revised from time to time;

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

Approvals

- 2. Where this Agreement requires the approval of the Local Trust Committee, approval may be given by the Islands Trust's Regional Planning Manager, Southern Team and must, if given, be in writing.

Restriction on Use and Subdivision

- 3. The Owner shall not use or occupy the Land or any area into which the Land may be subdivided for any residential or domestic purpose, unless the Owner is in full compliance with the terms of this Agreement.
- 4. The Land shall not be subdivided except to create lots having boundaries generally in accordance with the Subdivision Plan.
- 5. In this Agreement a reference to a numbered "Lot" is a reference to that Lot or area of the Land as shown on the Subdivision Plan, whether or not the Land has been subdivided.

Lot 3 Water Supply

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

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

Lot 3 Septic

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

Lot 2 – Remediation, Preservation & Construction:

16. No building, land alteration, construction or development is permitted on Lot 2 except in accordance with the recommendations contained in the Ecological Assessment Report and the Wetland Restoration Report as applicable and set out in Schedule B.
17. No building or structure shall be constructed, placed, or located on Lot 2 except within the area of Lot 2 shown as "Building Zone" on the Subdivision Plan.
18. The Owner of Lot 2 shall not start the construction of any building or structure on Lot 2 until the Owner of Lot 3 has completed the construction of, and received any occupancy permit required by the Capital Regional District for, at least 5 units of affordable housing, on Lot 3. This restriction shall

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

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

Lot 2 – Access

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

Lot 3 – Remediation, Preservation & Construction:

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

No Effect on Laws or Powers

24. This Agreement does not
 - (a) affect or limit the discretion, rights, duties or powers of the Local Trust Committee under any enactment or at common law, including in relation to the use or subdivision of the Land except as expressly set out herein;
 - (b) impose on the Local Trust Committee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement except as expressly set out herein;
 - (c) affect or limit any enactment relating to the use or subdivision of the Land;
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

Limitation on Obligations

25. The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the

requirements of any enactments or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches of this Agreement which occur while the Owner is the registered owner of any interest in the Land and then only to the extent of that interest.

No Liability in Tort

26. The parties agree that this Agreement creates only contractual obligations. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract.

Covenant Runs With the Land

27. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Owner in this Agreement constitutes a personal covenant and also a covenant granted under s. 219 of the Land Title Act (British Columbia) in respect of the Land. This Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and the parcels for Lots 2 and 3 into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

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

Waiver

29. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Severance

30. If any part of this Agreement is held to invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

No Other Agreements

31. This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Binding of Successors

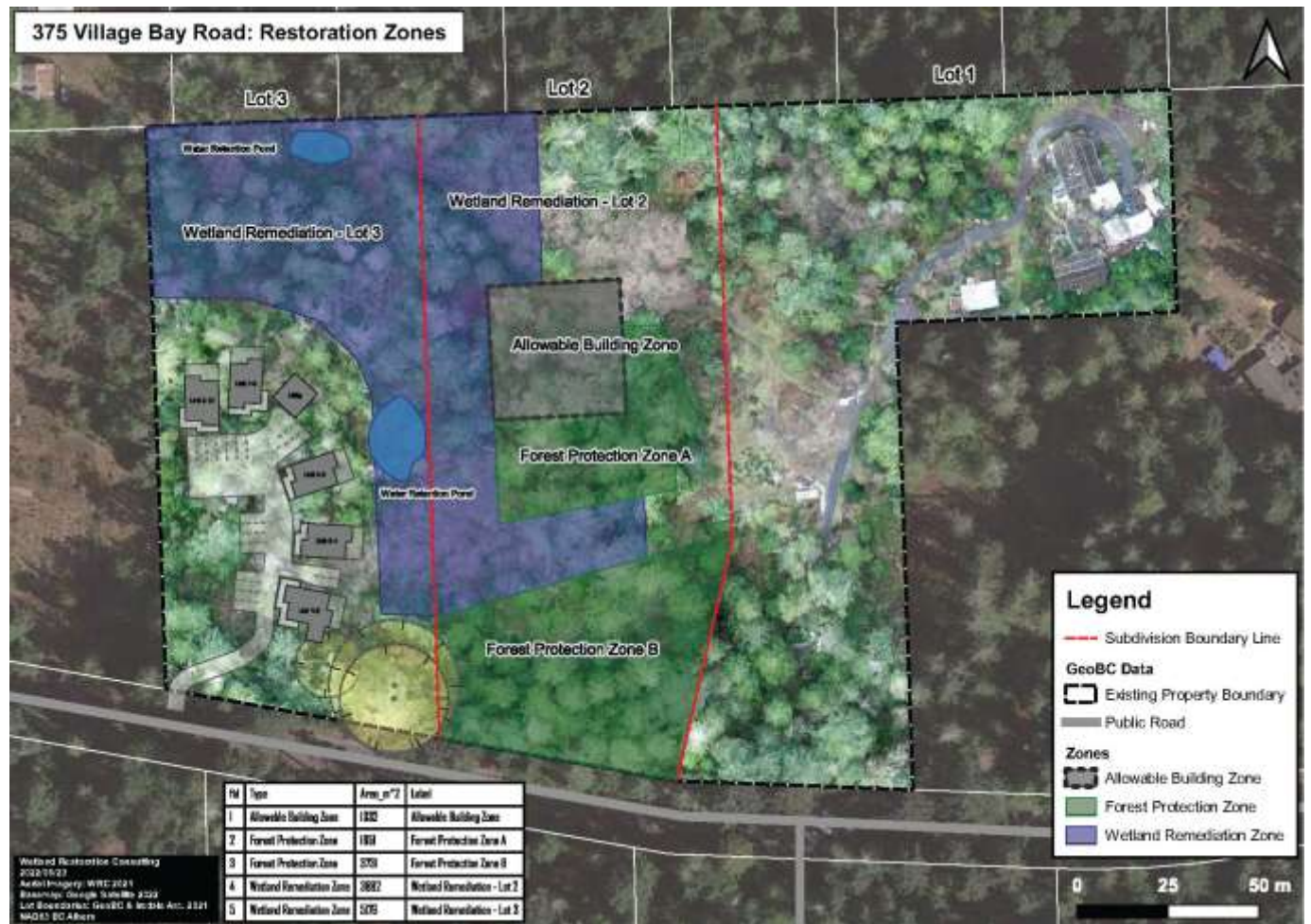
32. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Execution Using Form C

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

SCHEDULE A SUBDIVISION PLAN

[NTD - this schedule to be finalized prior to execution]





SCHEDULE B
RECOMMENDATIONS FOR THE
REMEDIATION AND PRESERVATION OF LOT 2 AND 3

1. Ecological Assessment Report

- a) Reduce fragmentation of the forest by keeping the development compact and minimizing the footprint of structures and services. For example, bury power and communications lines under access driveway.
- b) Retain, and establish a Tree Protection Zone, around remaining old veteran trees on the property. To give a sense of a standard calculation of the Critical Rooting Zone or Tree Protection Zone, this report has created a Tree Protection Zone based on the trunk diameter method with every 1cm of tree diameter (at breast height) equaling 12cm of Protection Zone radius.
- c) Retain large diameter wildlife trees (dead standing trees).
- d) Recommend consulting with a certified arborist to:
 - (i) to determine the health the veteran trees, assess the impacts from the proposed development and provide recommendations for tree protection and establishing a critical rooting zone.
 - (ii) to determine safety considerations and setback requirements around these trees.
 - (iii) If necessary, top wildlife tree to reduce setback rather than remove completely.
- e) Minimize the encroachment of the development footprint into moist/wet ecosystems.
- f) Minimize disturbance to Douglas-fir / dull Oregon-grape Provincially red-listed ecological community within mapped Ecological Community 1-1. A large portion of this overlaps with recommended Tree Protection / Critical Rooting Zone in 2b).
- g) Focus development in and around areas where soils are already heavily disturbed and compacted as much as possible.
- h) Minimize area of impervious surfaces and area of soil compaction including during the construction phase and post-construction ongoing use.
- i) Recommend consultation with professional hydrologist to determine direct impacts to hydrology from development and to prescribe measures required to mitigate on-site and downslope impacts. Potential measures might include:
- j) Installation of bioswales, creation of rainwater gardens, constructed wetlands or retention ponds to promote infiltration of surface water and any diverted water into the ground.
- k) Installation of rainwater catchment and storage systems to reduce roof runoff and reduce pressure on groundwater resources.

- l) Retain as much forest structure and natural vegetation cover as possible.
- m) Minimize impacts to vegetation during the construction process, and immediately revegetate/restore any areas where temporary damage is necessary for construction purposes.
- n) Retain large diameter coarse woody debris within undeveloped areas of the property to provide critical wildlife habitat.
- o) Restore areas outside of the development footprint where soils have been previously compacted (skid roads, logging landing sites) through 'rough and loose' treatment.
- p) Incorporate 'wildlife zones' into the design where no ongoing use occurs. Restoration and wildlife enhancement measures should be focused in these areas.
- q) Monitor, evaluate and if necessary employ further mitigation measures during all phases of the development and construction process.

2. Wetland Restoration Report

- a) Remove compaction & roads
Old logging roads that are no longer needed may be restored to a forested wetland by removing the compaction through a technique known as rough and loose or "fluffing up" the soil from the road surface. Removing compaction will allow moisture from rain and snowmelt to penetrate the soil, reducing the risk of erosion. Loosening the soil also makes it easier for tree and plant roots to penetrate, increasing the rate and size of vegetation that may grow on the site.
- b) Restore micro-topography
The smooth surfaces of roads, former pasture, old landings and other disturbed areas have reduced the variety of microsites available for different species of vegetation. As compaction is removed, the soil will be left in naturally appearing, undulating mounds and ridges to restore habitat diversity.
- c) Remove Ditches
Ditch removal requires cleaning vegetation, roots and organic matter from the ditch and packing it with soil of a similar texture and level of compaction. A large volume of soil is required to fill ditches. Combining ditch removal with wetland construction makes sense. The soil removed from the wetland basins can be used to fill the ditches.
- d) Build Wetland Ponds
Two sites are identified on the Subdivision Plan where small open water ponds 23 m x 16 m (Pond #1) and 9m x 17m (Pond #2) could be built
- e) Add Coarse Woody Debris
Wetland restoration is an opportunity to re-purpose woody debris from site clearing to a necessary material for site restoration. Larger pieces of wood and smaller branches may be used in pond construction to provide habitat and incorporated into the former road surfaces when compaction is removed.
- f) Prioritize Forested Wetland Restoration
- g) The wetland restoration shall be supervised by a qualified professional.



Islands Trust

ISLANDS TRUST POLICY STATEMENT DIRECTIVES ONLY CHECKLIST

File No.: MA-RZ-2020.1 (MIHS)

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
N/A	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.
N/A	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.
N/A	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.
	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.
	4.3	Wildlife
	4.4	Recreation
	4.5	Land Use
	4.6	Land Use
	4.7	Land Use
	4.8	Land Use
	4.9	Land Use
	4.10	Land Use
	4.11	Land Use
	4.12	Land Use
	4.13	Land Use
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	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.
N/A	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
N/A	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.
N/A	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
N/A	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
N/A	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>