

SALISH GROVE HOUSING

Mayne Island Housing Society

Advisory Planning Commission September 6, 2022

The following document provides a context and discussion for the Advisory Planning Commission regarding the potential amenity for the rezoning and subdivision of 375 Village Bay Road.

SALISH GROVE PROJECT BACKGROUND

Project consist of 10 units of affordable rental housing; protection of wetland and forest

Extensive due diligence completed, including:

- Well drilling and testing (including water data logging and report)
- Preliminary septic feasibility
- Water management plan
- Arborist report
- Ecological assessment report
- Wetland remediation report
- Preliminary site and driveway design

Land:

- Being donated by Dr. Sean McHugh
- 10 acres: subdivided into two new 3-acre lots, with existing house remaining on 4-acre lot
- What MIHS gets: free land (Lot 3) with proven water availability and good connections to rest of island
- What Dr. McHugh gets: an extra lot (Lot 2) which may eventually be developed
- Change in circumstances in health requiring management his affairs
- Trying to reach solution that works for MIHS, LTC, McHugh Family, and Community
- What can be delivered as amenity to allow Lot 2 to be developed prior to funding and construction of Lot 3 (affordable housing)?

WORK SINCE LAST APC MEETING

- Application for water license – application submitted June/21
- Water data logging – monitoring water level in well over three months
- Water Management Plan – treatment plan of potable water and management of surface water during construction and after
- Redesigned driveway to remove section from western set back – driveway is now two way with hammer head turnaround for emergency vehicles
- Redesigned driveway access from Village Bay Road
- Draft Housing Agreement
- Draft Sec. 219 Covenant

Questions from Planner to APC:

1. What should be considered the community amenity in order for construction of any buildings or structures on Lot 2 to commence?

The question of whether the zoning could be considered the amenity has been brought up. If the zoning is considered the amenity there is no need to further define the amenity in order for development on Lot 2 to commence.

LTC discussions have focused on the demonstration of the provision of affordable multi-family housing on Lot 3 as the amenity.

What constitutes sufficient demonstration of the provision of housing has not been confirmed. This could include a range of options from the receipt of funding, the development of the water treatment system, installation of septic system to the completion of any number of units. Some discussion of options can be found in the June 2021 staff report

MIHS Comments:

The provision of land zoned for multifamily rental housing is the most appropriate amenity for the following reasons:

- The LTC received the legal opinion that the land, zoned for affordable housing, could be considered an amenity and be in line with the OCP
- As the covenant is currently drafted, approximately 4 acres of land is protected from any development. Both Lots 2 and 3 are burdened by the covenant.
- There is a demonstrated community need for affordable housing, but currently no land is zoned for affordable multi-family rental housing
- Through rezoning and covenants, at least 4 acres of land are protected, which could otherwise be logged or redeveloped under the current land use bylaws.
- The LTC has previously expressed that the provision of the housing itself is the amenity, and Lot 2 should not be able to be developed until the amenity has been delivered.
 - However, the value of the completed 10 units of housing far exceeds the assumed increase in value going to the landowner from the creation of Lot 2
 - Typically, the amenity is based on a percentage of what the expected increase of value of the “bonus density” is.
 - The donation of the land, which is zoned for affordable housing and owned by a non-profit organization with the mandate to provide affordable housing, is a more appropriately scaled amenity

The provision of housing (or a milestone that indicates the housing will be built such as securing funding) creates an uncertain timeline for the future of Lot 2. That uncertainty has become unacceptable to the McHugh family.

2. Is there another community amenity that could be considered in order for construction of any buildings or structures Lot 2 to commence?

At the June 27, 2022 LTC meeting the LTC engaged in discussion related to the identification of another amenity to be considered to allow building on Lot 2 to go forward.

MIHS Comments:

- In response to repeated suggestions from a trustee to provide water access to neighbours, MIHS considered provision of water as an alternate amenity. This was also an attempt to satisfy some concern raised by the neighbour(s). MIHS was exploring the possibility of an alternate amenity that the trustees could accept.
- Upon research, MIHS submitted a document in July/22 outlining the barriers to MIHS providing water to neighbours: cost, liability, increased risk, increased legal costs, not in the scope of the charitable status, nor is it covered in the water license application. To revise the water license application would engender costly delay and no guarantee of approval from FLINDROD.

At the July 25 LTC meeting staff was asked, through resolution, to explore options related the drafting of a conservation covenant on the land identified in the MIHS's subdivision plans as Forest Protection and Wetland Remediation (see July 25th, 2022 staff report).

Planning staff will be consulting with staff at the Islands Trust Conservancy to identify what would be possible.

MIHS comments:

- Planner and Housing Consultant have indicated that this is cumbersome to undertake.
- Will require additional ecological and other feasibility studies, about 6 months of time and further significant financial investment.
- This additional delay places the project and the donation of land at high risk.
- This project has conservation built into the Sec 219 covenant already. Covenant runs with the land.
- MIHS does not see the need or enhanced effectiveness of the additional monetary expense and time, nor the efficiency, that this planning will entail, for such a small piece of land.

3. If it is determined that the housing on Lot 2 cannot go forward until there is demonstration of development of the affordable multi-family housing on Lot 3 and many years pass without construction of the housing project on Lot 3, what other options should be considered for Lot 3 to enable development on Lot 2 to move forward? If another community amenity has been considered and development on Lot 2 has commenced, is it necessary to have a "sunset clause" for Lot 3?

The potential of Lot 3 being donated for conservation has been discussed. Both parties (MIHS as property owners and LTC) would need to agree. The MIHS has indicated that they would want the land to remain available for housing.

MIHS comments:

- MIHS position is that the zoning for affordable housing is a huge benefit to the community and speaks to the needs of the community. It has taken many hours and considerable financial investment for the non-profit charitable society to move through the rezoning process. It would be an unfortunate decision to remove the zoning and put the provision of housing at risk.

- The Section 219 covenant, which runs with the land, protects the land in perpetuity. If no housing is built, the land is still protected from other types of development.
- The rezoned land will be available for the development of affordable housing by another society or non-profit housing developer to access at any time for the benefit of the residents of the Mayne Island community, if for some reason MIHS is not able to bring in the project.

Some discussion related to a “sunset clause” is contained in the July 25, 2022 staff report.

MIHS Comments:

- There has been a change of circumstance for the family, resulting in a shorter-term need to access the value of Lot 2
- A decision is required to protect this project and the donation of land. Further delays may put the donation at risk.
- If there is no building on the land, the zoning for the land for multifamily rental, the Housing Agreement providing requirements for rental affordability, and the Sec 219 Covenant provides security for the community that the land will be protected in perpetuity.

On behalf of the Directors of the Mayne Island Housing Society, I would like to thank the commissioners for their careful deliberation of this complex issue.



President, MIHS
Sept.2, 2022

Attachments:

- 1.Written Copy of MIHS Presentation to the APC, Sept. 6, 2022
- 2.Email to LTC, Eleni Gibson, Wiser Projects, Aug 4, 2022: MIHS - Additional documents to be shared with the APC
- 3.Letter to LTC: Eleni Gibson, Wiser Projects, July 21, 2002: response to Planner Report in prep for LTC meeting

Attachment 1: Written Copy of MIHS Presentation to the APC, Sept. 6, 2022

MIHS presentation - APC meeting

September 6th 2022, 7:00 PM, AG Hall

At the core of the matter before the APC today is a single question.

Is a three acre parcel of land, dedicated to the provision of affordable housing, and in the hands of a registered charity whose mission is to provide affordable rental housing, an amenity to the community?

The additional constraints on how the donated land known as Lot 3 is developed, provides further protection for the community. Until development of affordable housing proceeds, there will be no changes to Lot 3. Thus the existing wetland and forest will not be disturbed. The covenanted, permanent protection of Lot 3 will be in place, regardless of the timing of the affordable housing project. Thus, there is a value to the community, even before the housing itself is built.

This is a reasonable proposal that is consistent with the Amenities Zoning Guidelines in the Official Community Plan. There is support for this position from Islands Trust staff, as well as IT and MIHS legal advisors.

Quote from 2021-01-25_Staff Report MA-RZ-2020.1 (MIHS)

“Official Community Plan:

The suggested changes to density appear to be consistent with the Official Community Plan policies that support affordable housing and an increase in permitted density in exchange for a community amenity in areas designated rural (see below).”

“Amenity Zoning Guidelines

2.10.1 In the case where a property owner offers to provide a voluntary community amenity as a condition of subdivision or rezoning, consideration may be given to increasing the permitted density on a parcel in any designation other than Public Service, Park or Resource Conservation.”

From Minutes of May 10, 2021 LTC meeting: 10.2 MA-RZ-2020.1

“If land is considered the amenity then LTC can proceed with rezoning”

From Staff report MA-RZ-2020.1 (MIHS) 2021-06-21_Staff Report.PDF

*“Options for restricting building on lot 2 until provision of housing is guaranteed – **While provision of land for housing would likely be consistent with the OCP**, if the LTC wishes to have assurance of the provision of housing as the amenity, staff recommend that the S.219 covenant also restrict building on lot 2 until the development of the housing proceeds.”*

The OCP specifically mentions both the provision of community buildings and the provision of land for community buildings:

- viii) the provision of community buildings,
- ix) the provision of land for community buildings or structures,

Although the clause

xi) the provision of affordable and special needs housing

does not mention the provision of land, the very next clause provides the basis for this decision:

, and

- xii) the provision **of any other amenity which is similar in nature to the foregoing** and/or is consistent with the objectives and policies of the OCP.

Strict literal reading of clause xi, ignores the similarity to clause viii and ix, and the power of clause xii to allow for flexibility.

It is common in many jurisdictions that a benefit is granted to the party providing a community amenity. The value of that benefit is balanced against the value of the community amenity.

In this case, the benefit to the donor is the provision of lot 2 to the McHugh family: a rural 3 acre, unserviced lot constrained by covenant, with wetland and forest areas protected and development allowed on only 10% or 1/3 acre of the lot. Additionally, this lot will only be accessed by the existing driveway on Lot 1, so will have no direct access to Village Bay Road. The McHugh family are willing that development on Lot 2 be constrained for five years from rezoning and title transfer. This delay in development should bring the construction and provision of affordable rental housing on lot 3 into roughly the same time frame as any potential development of lot 2.

The value of Lot 3 has increased over the last two years as a result of an ecological survey, arborist report, wetland remediation report, septic engineering analysis, water management plan, and the drilling, testing and proving of a highly productive well.

The value of the Lot 3, in the hands of a registered charity is much higher than the value of Lot 2 in the hands of the McHugh Family. The value of ten units of affordable rental housing is vastly greater than either lot alone.

Is not the donation of land for the benefit of the community a community amenity? The McHugh's cannot, practically, donate affordable housing. Sean McHugh wanted to see affordable housing developed on Mayne Island and made the generous offer to give up to three acres of his lot and supported the development of the project in many other ways as well.

We ask that the APC consider the Mayne Island Housing Society view that the donation of the property known as Lot 3, together with the permanent, covenanted protection of the majority of both Lot 3 and Lot 2, is deemed an amenity for the community.

Presented by

David Brown, Vice President MIHS

Attachment 2: Email to LTC, Eleni Gibson, Wiser Projects, Aug 4, 2022: MIHS - Additional documents to be shared with the APC

Good morning Trustees,

I am writing to provide some additional information that may be relevant for the APC as they review of the rezoning application by MIHS that has been referred for consideration.

The attached document contains language proposed for the Section 219 covenant that speaks to the protection and remediation of Lots 2 and 3. This language reflects recommendations from professional reports, as well as comments and requests heard from the community and the Local Trust Committee. It provides context for the APC to consider how land on both Lots 2 and 3 would be protected should the rezoning be successful. This language is pulled from a draft 219 covenant that has been shared with staff previously, but not directly with the LTC.

I understand that the APC may decide to accept additional information regarding the application, and hope that this can be shared with them if possible.

Please let me know if you have any questions or comments.

Thank you,

Eleni Gibson (she/her)

MCP

Wiser Projects

250.857.6210

Wiserprojects.com

We acknowledge that our offices are on the traditional territories of the Lekwungen speaking peoples, and that the land's historical relationships with the Songhees, Esquimalt and WSÁNEĆ peoples have existed since time immemorial. As our work crosses many territories, we seek to acknowledge the histories and relationships all First Nations communities have with the land. We also affirm that colonialism, and the attitudes and practices that have accompanied it, contributes to the continued systemic discrimination and violence against Indigenous Peoples.

Attachment mentioned in the above email:

The following language is being proposed by MIHS to be included in the Section 219 covenant, related to water, septic, and environmental considerations.

Lot 3 Water Supply

1. 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.
2. 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.
3. Lot 3 may 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.
4. 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.
5. 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.
6. 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 not more than once every calendar year.

Lot 3 Septic

7. 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").
8. 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.

9. 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.
10. 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 not more than once every calendar year.

Remediation and preservation of Lot 2 and 3

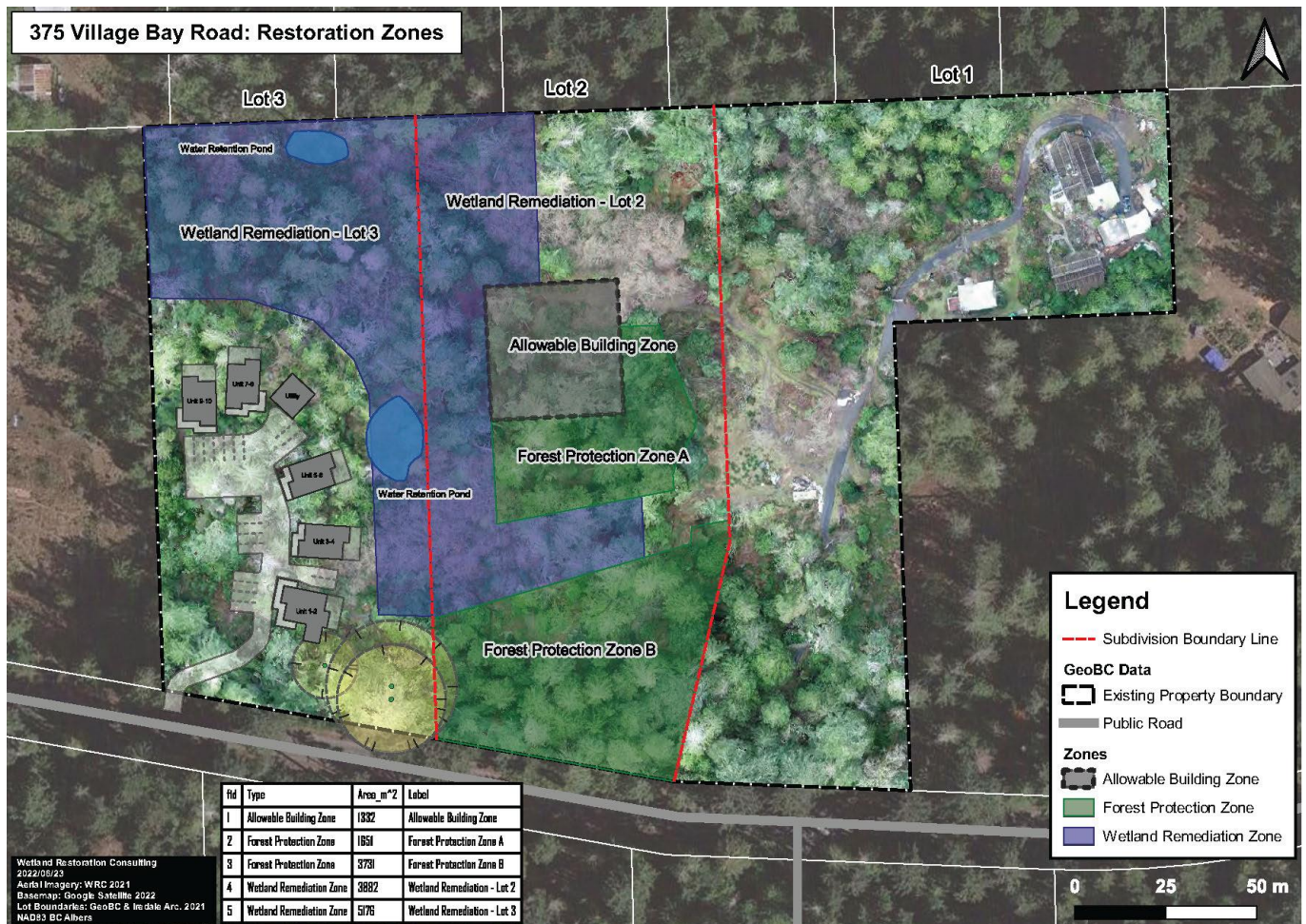
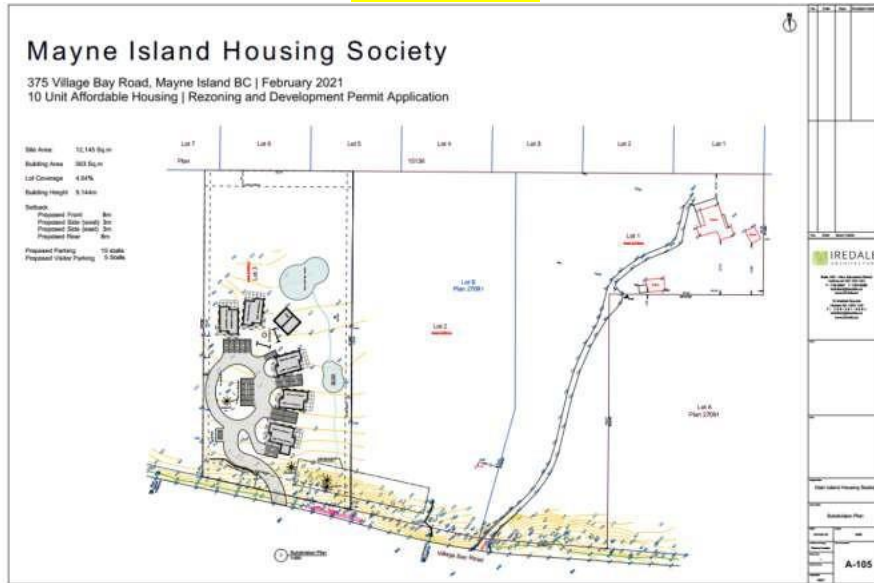
11. No building, land alteration, construction or development is permitted on Lot 2 or Lot 3 except in accordance with the recommendations contained in the Ecological Assessment Report and the Wetland Restoration Report as applicable and set out in Schedule B.
12. Neither of Lot 2 or Lot 3 may be used or occupied for residential purposes until:
 - (a) 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 16, have been adhered to and implemented where applicable.
13. No buildings shall be constructed or developed on Lot 3, except in the areas of Lot 3 where buildings are shown on the Subdivision Plan, subject to such further alterations that are:
 - (a) minor in nature and reasonably contemplated by or aligned with the buildings shown on the Subdivision Plan, and any existing permits or approvals for the buildings; or
 - (b) authorized by the Local Trust Committee.

Lot 2 Construction

14. 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.

**SCHEDULE A
SUBDIVISION PLAN**

Note this site plan will be updated prior to execution. Driveway has been adjusted based on comments from public/LTC/APC.



SCHEDULE B

RECOMMENDATIONS FOR THE REMEDICATION 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.



Local Trust Committee

Islands Trust – Mayne Island Trust Area

Sent via email

July 21, 2022

RE: MA-RZ-2020.1 – Staff report and Lot 2

Dear Trustees,

This letter is to provide some clarification on the project status and updates in light of the staff report being presented to the LTC for the July 25th meeting. MIHS feels that there are several points that we would like to provide clarity and additional context for.

1. Intent of Powers of Attorney (POAs) for Dr. McHugh

The language in the staff report on pages 17 and 19 of the LTC agenda states that the POAs wish to build on Lot 2 within 5 years. This is not accurate. The POAs have communicated to MIHS that they may need to sell Lot 2 as part of their duties to Dr. McHugh. An encumbrance prohibiting development for an indeterminate amount of time would significantly impact the value of the lot. A 5-year sunset clause on Lot 2 would provide certainty to the POAs or any future owners of the site about the use of the land.

2. Community water access as an amenity

On page 4 of the staff report (page 18 of the agenda), it states that MIHS has “indicated that they are not interested in entertaining this option given the multiple issues and challenges related to sharing water”. This is true, but MIHS would like to be clear that this option was carefully considered and investigated, and was deemed not feasible for the following reasons:

- Regulatory issues
 - The water license, while still under review, will likely include language restricting use of water to the subject property. The application that MIHS submitted declared that the works will not need to be connected to another person’s works. An amendment to the water license would be needed and it is uncertain how the additional use would be received by provincial regulators.
 - Sharing water requires a framework or arrangement, of which there are several options. These options could be informal such as the “Good Neighbour System” where there is no formal or legal agreement. This creates risk and liability to MIHS as there is no financial plan, maintenance or upgrade plan, and confusion or conflict about roles can arise. Alternatively, a Joint Works Agreement which clearly outlines roles and responsibilities, or Private Water Utility could be pursued. This would require additional time and resources on MIHS’ part.
- Administrative Issues
 - Charitable status and purpose: MIHS is a registered charity with the stated purpose “to relieve poverty by providing affordable housing for low or modest income residents of Mayne Island”. Providing water to neighbours is not consistent with the purpose of the society and could jeopardize MIHS’ charitable status.
 - Legal Issues: liability to the society will be increased and significant time and resources would be needed to negotiate an agreement.
 - Financial issues
 - Water system design would require a larger storage system which would increase overall system cost
 - Negotiation of legal agreements with neighbours will take both time and money for MIHS
 - To the best of our knowledge, neighbours have not requested a sharing agreement
 - Ongoing operations will be more complex and require additional resources. This is an extra burden of time and expense for the society.

Based on the issues outlined above, and on advice from Mayne Island water systems providers and MIHS Board Advisors (including an expert on charitable society governance), MIHS feels that providing any form of shared water, secured formally in a covenant, creates undue risk and financial burden for the society, and there is not a demonstrated need for it. Community water providers have indicated that there is no benefit to them to have a potable water source on the island. Additionally, there is no potable water trucking capacity on the island, and transporting off-island water costs about \$1400 per truck which is considerably less than the costs anticipated in developing and maintaining an auxiliary water system.

3. Land will be protected in perpetuity

MIHS would like to reiterate that, with the covenant as drafted, a significant amount of land will be protected in perpetuity across both Lot 2 and Lot 3. If this application is not successful and no subdivision happens, the current zoning of the lot allows for logging of the site. However, if the proposal is successful and Lot 2 and Lot 3 are created, a significant area across both sites will be protected in perpetuity, regardless of whether affordable housing is built.

Because Lot 3 will be so encumbered, the only possible development that could happen is a maximum of 10 units of affordable rental housing within a specified development area. The remainder of the lot would be protected, as would the majority of Lot 2 (see Figure 1 in the staff report). We estimate the total amount of land to be protected to be 4.5 to 5.5 acres, depending on whether the affordable housing is developed.

MIHS hopes that the information above provides some clarity and context around the discussion about amenities and sunset clauses. MIHS continues to seek the simplest path forward that meets the needs of all parties involved, and would like to recognize that it is only due to an unfortunate change in circumstances of Dr. McHugh that these additional considerations and lengthy discussions must be had. It is in the POAs', the Society's, and the community's best interest to resolve this matter in a collaborative and expedient way. Resolving this issue will bring the community one step closer to realizing much-needed affordable rental housing, but could also result in ecological protection that would not otherwise happen.

Thank you,

Eleni Gibson

Eleni Gibson, Wiser Projects

On behalf of the Mayne Island Housing Society

Cc Narissa Chadwick, Island Planner

Robert Kojima, Manager, Regional Planning