
AGENDA - REGULAR MEETING OF COUNCIL

Monday, September 26, 2022 @ 2:00 PM

In the City Hall Council Chambers – 4850 Argyle Street, Port Alberni, BC

The following pages list all agenda items received by the deadline [12:00 noon on the Wednesday before the scheduled meeting]. A sample resolution is provided for most items in italics for the consideration of Council. For a complete copy of the agenda including all correspondence and reports please refer to the City's website portalberni.ca or contact the Director of Corporate Services at 250.720.2823 or by email twyla_slonski@portalberni.ca or the Deputy City Clerk at 250.720.2822 or by email sara_darling@portalberni.ca

A. **CALL TO ORDER & APPROVAL OF THE AGENDA**

1. Recognition of unceded Traditional Territories.
2. Late items identified by Councillors.
3. Late items identified by the Corporate Officer.
4. Notice of Video Recording (live-streaming and recorded/broadcast on YouTube)

That the agenda be approved as circulated.

B. **ADOPTION OF MINUTES** - Page 5

1. Special meeting held at 9:30 am and Regular Council meeting held at 2:00 pm on September 6, 2022.

C. **PUBLIC INPUT PERIOD**

An opportunity for the public to address Council on topics relevant to City Council. A maximum of four [4] speakers for no more than three [3] minutes each will be accommodated.

D. **DELEGATIONS**

1. **Alberni Valley Community Forest Corporation** - Page 12
Chairman, Jim Sears and members of the Board in attendance to present a dividend cheque to the City from the Alberni Valley Community Forest Corporation.

E. **UNFINISHED BUSINESS**

Includes items carried forward from previous Council meetings.

F. **STAFF REPORTS**

Members of the public may be recognized by Council to speak to a report if the report is a response to their correspondence or an application.

1. **Accounts**
THAT the certification of the Director of Finance dated September 26, 2022, be received and the cheques numbered _____ to _____ inclusive, in payment of accounts totalling \$ _____, be approved.

2. Development Planner – Development Application | 3045 and 3053 Kingsway Avenue
- Page 13

Report dated September 14, 2022 from the Development Planner requesting Council consideration for issuance of Development Variance Permit No. 113 and Development Permit No. 22-02.

- a. *THAT Council authorize the issuance of Development Variance Permit No. 113 and that the Director of Corporate Services be authorized to sign the permit granting the following variances to the Zoning Bylaw at 3045 and 3053 Kingsway Avenue subject to the City of Port Alberni receiving a consolidated legal plan for the property:*

Vary Section 5.15.2 RM2 Site Development Regulations to:

- i. Reduce minimum side yard setback from 5.0 metres to 1.5 metres for a variance of 3.5 metres.*
 - ii. Reduce required minimum frontage from 25 metres to 20.12 metres for a variance of 4.88 metres.*
 - iii. Reduce required minimum lot area from 840 m² to 766 m² for a variance of 74 m² (797 ft²).*
- b. *THAT Council authorize the issuance of Development Permit No. 22-02 and that the Director of Corporate Services be authorized to sign the permit including the development plans as shown on Schedule 'B', prepared by Streamside Homes Inc., subject to the City of Port Alberni receiving the required landscaping security in the amount of \$88,000.00.*

3. Manager of Planning – Temporary Use Permit | 3665, 3675, 3689 4th Avenue
- Page 37

Report dated September 16, 2022 from the Manager of Planning requesting Council consideration for issuance of Temporary Use Permit No. 22-01.

- a. *THAT Council issue Temporary Use Permit No. 22-01, and that the Director of Corporate Services be authorized to sign the permit for City lands located at 3665, 3675, and 3689 4th Avenue to permit a temporary low barrier shelter of up to 30 units of temporary transitional housing in "Tiny Shelters", two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping with attachments as noted in the Temporary Use Permit 22-01 once all the conditions noted in the permit have been met to the satisfaction of the Director of Development Services.*
- b. *THAT Council authorize the Director of Corporate Services to execute the Letter of Intent between the City of Port Alberni, Port Alberni Friendship Centre and BC Housing Management Commission dated September 12, 2022 and attached to this report.*
- c. *THAT Council authorize the Mayor and the Corporate Officer to enter into a lease agreement with the Port Alberni Friendship Centre for City owned lands at 3665, 3675, and 3689 4th Avenue for a two-year term for the purposes of operating a temporary low barrier shelter.*

Correspondence

- Email dated September 21, 2022 from S. Lemkay

G. BYLAWS

Bylaws are required for the adoption of regulations, financial plans, changes to land use policy and to approve borrowing. A bylaw requires four separate resolutions to be adopted and must be considered over a minimum of two [2] Council meetings. Each reading enables Council to reflect on the bylaw before proceeding further.

1. Development Planner – Proposed Zoning Bylaw Amendment | 3151 3rd Avenue

- Page 143

Report dated September 26, 2022 from the Development Planner requesting Council consideration of first and second reading of the proposed bylaw and waiving of the Public Hearing.

- a. *THAT "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" be now introduced and read a first time.*
- b. *THAT "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" be read a second time.*
- c. *THAT Council waive the public hearing for proposed "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" in accordance with section 464 (2) of the Local Government Act [LGA], as the proposed amendment aligns with the Official Community Plan designations, and direct staff to provide public notice in accordance with section 467 of the LGA prior to consideration of further readings of the Bylaw.*
- d. *THAT the applicant be required to submit a consolidated legal plan for the properties at 3151 and 3141 3rd Avenue before Council considers final adoption of Bylaw No. 5064.*

2. Deputy Director of Finance – 2023 Permissive Tax Exemptions - Page 169

Report dated September 20, 2022 from the Deputy Director of Finance requesting Council consideration for three readings of the proposed bylaws.

2(a) "City of Port Alberni, Permissive Tax Exemption Bylaw No. 5068, 2022" [Alberni Drug & Alcohol Society | Kuu-us Crisis Line Society]

- i. *That "City of Port Alberni, Permissive Tax Exemption Bylaw No. 5068, 2022" be now introduced and read a first time.*
- ii. *That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022" be read a second time.*
- iii. *That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022" be read a third time.*

2(b) "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" [Island Corridor Foundation]

- i. *That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" be now introduced and read a first time.*
- ii. *That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" be read a second time.*
- iii. *That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" be read a third time.*

H. CORRESPONDENCE FOR ACTION

Correspondence addressed to the Mayor and Council by an identifiable citizen included on an agenda is correspondence asking for a specific request of Council and the letter writers will be provided a response. Correspondence regarding personnel matters, legal action and/or items of a confidential nature will not be included.

I. PROCLAMATIONS

J. CORRESPONDENCE FOR INFORMATION

Correspondence found here provides information to Council. It may also include correspondence that may not be relevant to City services and responsibilities. Correspondence regarding personnel matters, legal action and/or items of a confidential nature will not be included.

1. Correspondence Summary - Page 180

- a. M. De Geer | Fire Hydrant Maintenance
- b. Royal Canadian Legion | Remembrance Day Poppy Campaign & Flag Raising
- c. W. Whyte | Concerns Regarding Proposed Burde Street Development
- d. BC Emergency Health Services | Service Expansion in Port Alberni
- e. Ministry of Jobs, Economic Recovery & Innovation | Mass Timber Demonstration Program Intake
- f. Friends of Burde Street Ponds Steering Committee | Copy of Letter to the Ministry of Forests Requesting a Review of the Riparian Areas Protection Regulation
- g. Alberni Valley Museum and Heritage Commission Minutes | June 1, 2022
- h. Advisory Planning Committee Meeting Minutes | August 18, 2022
- i. Draft Advisory Traffic Committee Meeting Minutes | July 20, 2022

K. REPORT FROM IN-CAMERA

L. COUNCIL REPORTS

1. Council and Regional District Reports - Page 199

M. NEW BUSINESS

An opportunity for Council to raise issues as a result of the business of the meeting or to identify new items for subsequent meetings by way of a 'Notice of Motion'.

1. Notice of Motion | 3358 6th Avenue

THAT Council direct staff to explore remedial action requirements as it relates to the property located at 3358 6th Avenue.

N. QUESTION PERIOD

An opportunity for the public to ask questions of Council.

O. ADJOURNMENT

That the meeting adjourn at PM

**MINUTES OF THE SPECIAL MEETING OF COUNCIL
FOR THE PURPOSE OF ESTABLISHING AN IN-CAMERA MEETING
TUESDAY, SEPTEMBER 6, 2022 @ 9:30 AM
In City Hall Committee Room | 4850 Argyle Street, Port Alberni**

PRESENT: Mayor S. Minions
Councillor R. Corbeil
Councillor D. Haggard
Councillor R. Paulson
Councillor H. Poon
Councillor C. Solda
Councillor D. Washington

Staff: T. Pley, Chief Administrative Officer
S. Smith, Director of Development Services | Deputy CAO
T. Slonski, Director of Corporate Services
W. Thorpe, Director of Parks, Recreation & Heritage

Call to order: @ 9:30 am

MOVED and SECONDED, THAT Council conduct a Special Council meeting closed to the public on the basis that one or more matters covered under Section 90 of the Community Charter will be considered, specifically outlined as follows:

Section 90 (1)(a) *personal information about an identifiable individual who holds a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and*

Section 90 (1)(e) *the acquisition, disposition or expropriation of land or improvements and where the council considers that disclosure could reasonably be expected to harm the interests of the municipality.*

CARRIED

The meeting was terminated at 11:25 am

CERTIFIED CORRECT

Mayor

Corporate Officer

MINUTES OF THE REGULAR MEETING OF COUNCIL
Tuesday, September 6, 2022 @ 2:00 PM
In the City Hall Council Chambers – 4850 Argyle Street, Port Alberni, BC

PRESENT: Mayor S. Minions
Councillor R. Corbeil
Councillor D. Haggard
Councillor R. Paulson
Councillor H. Poon
Councillor C. Solda
Councillor D. Washington

Gallery: 7

Introductory Remarks from Mayor Minions

Mayor Minions offered condolences on behalf of Council and the City to the family of former City Manager, Mayor and Freeman of the City, Jim Sawyer, who passed away on September 4, 2022, recognizing his lifetime of achievements and countless contributions to the community.

A. CALL TO ORDER & APPROVAL OF THE AGENDA

The meeting was called to order at 2:00 PM.

MOVED AND SECONDED, THAT the agenda be adopted as printed and circulated.

CARRIED

B. ADOPTION OF MINUTES

1. *MOVED AND SECONDED, THAT the minutes of the Special meeting held at 9:00 am and Regular Council meeting held at 2:00 pm on August 8, 2022 be adopted.*

CARRIED

C. PUBLIC INPUT PERIOD

D. DELEGATIONS

1. **Mosaic Forest Management**
Colin Koszman, Land Use Forester, and Molly Hudson, Director, Sustainability provided Council with an update on local topics of interest including public access and the BigCoast Forest Climate Initiative.

E. UNFINISHED BUSINESS

F. STAFF REPORTS

1. **Accounts**
MOVED AND SECONDED, THAT the certification of the Director of Finance dated September 6, 2022, be received and the cheques numbered 151027 to 151285 inclusive, in payment of accounts totalling \$2,921,782.36, be approved.

CARRIED

2. **Development Planner – Development Application | 3747 10th Avenue**

MOVED AND SECONDED, THAT Council authorize the issuance of Development Variance Permit No. 107 and that the Director of Corporate Services be authorized to sign the permit granting the following variance to the Zoning Bylaw at 3747 10th Avenue:

- i. Vary section 7.9 Required Amount of Parking to permit a reduction of the required on-site parking from 274 spaces to 215 spaces for a variance of 59 spaces.*

CARRIED | Res. No 22-191

MOVED AND SECONDED, THAT Council authorize the issuance of Development Permit No. 21-13 and that the Director of Corporate Services be authorized to sign the permit including the development plans as shown on Schedule 'B', prepared by Raymond de Beeld Architect Inc. and dated July 25, 2022, subject to the City of Port Alberni receiving the required landscaping security in the amount of \$9,414.

CARRIED | Res. No. 22-192

3. **Development Planner – Development Application | 5019 Montrose Street**

MOVED AND SECONDED, THAT Council authorize the issuance of Development Variance Permit No. 112 and that the Director of Corporate Services be authorized to sign the permit granting the following variances to the Zoning Bylaw at 5019 Montrose Street:

- I. Vary Section 7.9 Required Amount of Parking to reduce the required parking from a total 10 spaces to 8 spaces for a variance of 2 spaces. A reduction from 1.25 spaces per dwelling unit to 1.0 spaces.*
- II. Vary Section 5.15.2 RM2 Site Development Regulations to:*
 - i. Reduce the minimum side yard setback from 5.0 metres to 0.48 metres for a variance of 4.52 metres at the south property line.*
 - ii. Reduce the minimum front yard setback from 6.0 metres to 0.48 metres for a variance of 5.52 metres at the west property line.*
 - iii. Reduce the minimum frontage from 25 metres to 20.11 metres for a variance of 4.89 metres at the west property line.*
 - iv. Reduce the minimum lot area from 840 m² to 766 m² for a variance of 74 m² at the west property line.*

CARRIED | Res. No. 22-193

MOVED AND SECONDED, THAT Council authorize the issuance of Development Permit No. 21-15 and that the Director of Corporate Services be authorized to sign the permit including the development plans as shown on Schedule 'B', prepared by Azurean Architecture Inc., subject to the City of Port Alberni receiving the required landscaping security in the amount of \$52,586.69.

CARRIED | Res. No. 22-194

4. **Manager of Planning – Temporary Use Permit | 3665, 3675, 3689 4th Avenue**

MOVED AND SECONDED, THAT Council receive this report for a Temporary Use Permit TUP22-01 – Temporary low barrier shelter to permit up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping. To be located on City lands at 3665, 3675, and 3689 4th Avenue.

CARRIED | Res. No. 22-195

MOVED AND SECONDED, THAT Council direct staff to send notice as per section 494 (2) to (4) of the Local Government Act and send to owners and occupants within 75 metres of the subject property.

CARRIED | Res. No. 22-196

MOVED AND SECONDED, THAT Council direct staff to advertise in the newspaper the disposition of land for a two (2) year lease as per section 26 and 94 of the Community Charter and Section 286 of the Local Government Act to the Port Alberni Friendship Centre for a temporary low barrier shelter.

CARRIED | Res. No. 22-197

WHEREAS, there is an urgent need to secure safe and reasonable temporary shelter for people experiencing housing insecurity;

AND WHEREAS, the City owns the property at 3665, 3675, and 3689 4th Avenue (the “Lands”), which is designated under the Official Community Plan as being in Development Permit Area No.2;

AND WHEREAS, under section 490 of the Local Government Act Council may exercise its authority in relation to development permits by resolution;

BE IT RESOLVED, that Council make a policy decision to waive the requirement for a development permit in order to facilitate the installation of a temporary low barrier shelter which consists of up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitation facilities, one office, two outdoor gathering areas with a covering and furnishings, bicycle parking, garbage area, soft landscaping and fencing.

CARRIED | Res. No. 22-198

5. **Economic Development Manager – Grant Funding Opportunity**

MOVED AND SECONDED, THAT Council authorize staff to amend “City of Port Alberni 2022 – 2026 Financial Plan Bylaw No. 5045, 2022” by allocating \$290,000 towards the Roger Creek Connector Trail Project in 2023.

CARRIED | Res. No. 22-199

MOVED AND SECONDED, THAT Council support applications to the BC Active Transportation Infrastructure Grant Program and the Natural Infrastructure Fund for respective portions of a multi-modal Roger Creek Connector Trail Project linking the Roger Creek and Scott Kenny Trails.

CARRIED | Res. No. 22-200

6. **Economic Development Manager – Generational Investment and Transformation of Island Coastal Economic Trust**
MOVED AND SECONDED, THAT Council direct staff to prepare a letter affirming support for Island Economic Trust's [ICET] application to the province requesting a generational investment of at least \$150 million into ICET, the sole economic trust serving our region.
CARRIED | Res. No. 22-201

G. BYLAWS

1. **Development Planner – Proposed OCP & Zoning Bylaw Amendments | 4738 Athol Street**
MOVED AND SECONDED, THAT "Official Community Plan Amendment No. 37 (4738 Athol Street - Rai), Bylaw No. 5046" be read a third time.
CARRIED | Res. No. 22-202

MOVED AND SECONDED, THAT "Zoning Text Amendment No. T31 (CD2 – Comprehensive Development – Multi-Family Residential Infill – 4738 Athol Street), Bylaw No. 5047" be read a third time.
CARRIED | Res. No. 22-203

MOVED AND SECONDED, THAT "Zoning Map Amendment No.48 (4738 Athol Street - Rai), Bylaw No. 5048" be read a third time.
CARRIED | Res. No. 22-204

MOVED AND SECONDED, THAT as part of the development process for 4738 Athol Street, the applicant be required to complete the following before Council considers final adoption of Bylaw No's 5046, 5047 and 5048:
 - i. Design of required off-site works with cost estimate;
 - ii. Storm water management plan;
 - iii. Geotechnical report; and
 - iv. Site grading plan.**CARRIED | Res. No. 22-205**

H. CORRESPONDENCE FOR ACTION

1. **The Rotary Club of Port Alberni Arrowsmith**
MOVED AND SECONDED, THAT Council support The Rotary Club of Port Alberni Arrowsmith in hosting the 14th Annual Hops Festival on Saturday, September 24, 2022 from 6:00 pm to 9:00 pm at the City of Port Alberni Echo 67' Centre subject to:
 - authorized [signed] facility rental agreement;
 - provision of standard liability insurance in the amount of \$5M; and
 - receipt of confirmation that a Special Event Permit from the LCRB has been issued.**CARRIED | Res. No. 22-206**

I. PROCLAMATIONS

1. **Port Alberni Fire Department**
MOVED AND SECONDED, THAT Council proclaim October 9 – 15, 2022 as 'Fire Prevention Week' in the City of Port Alberni.
CARRIED | Res. No. 22-207
2. **Port Alberni Association for Community Living**
MOVED AND SECONDED, THAT Council proclaim the month of October 2022 as 'Community Inclusion Month' in the City of Port Alberni.
CARRIED | Res. No. 22-208

J. CORRESPONDENCE FOR INFORMATION

1. *The Director of Corporate Services summarized correspondence to Council as follows:*
 - a. Brevick | Tiny Shelters 4th Avenue, Somass Lands, Council Meeting Livestream Comments, Business Licences
 - b. Canadian Mental Health Association | Annual Lantern Walk, September 9, 2022
 - c. H. dePencier & W. Harrison | Harbour View Apartments | Concerns Related to Neighbouring Operations
 - d. Ministry of Forests | Inviting Mayor Minions to serve on the Forestry Workers Supports and Community Resiliency Council
MOVED AND SECONDED, THAT Council support the appointment of Mayor Minions to the Ministry of Forests, Forestry Workers Supports and Community Resiliency Council.
CARRIED | Res. No. 22-209
 - e. UBCM | 2022 Poverty Reduction Planning and Action Notice of Grant Payment | Uptown District Revitalization Strategy
 - f. Advisory Planning Commission Meeting Minutes | July 28, 2022

K. REPORT FROM IN-CAMERA

Somass Lands | Release of Expression of Interest

Council announced the pending release of requests for Expressions of Interest for the Somass Lands from experienced developers and from potential users with an interest or concept for part or all of the Lands.

The Expressions of Interest will be released on Friday, September 9, 2022 and can be viewed at www.letsconnectpa.ca/somass-lands.

L. COUNCIL REPORTS

1. *MOVED AND SECONDED, THAT the Council reports outlining recent meetings and events related to the City's business, be received.*
CARRIED

M. NEW BUSINESS

N. QUESTION PERIOD

Neil Anderson

Reiterated questions pertaining to the permitting process and contractors involved with the Kingsway Hotel renovation.

O. ADJOURNMENT

MOVED AND SECONDED, THAT the meeting adjourn at 4:29 pm.

CARRIED

CERTIFIED CORRECT

Mayor

Corporate Officer



CITY OF
PORT ALBERNI

RECEIVED

SEP 02 2022

CITY OF PORT ALBERNI

DELEGATION APPLICATION

CONTACT INFORMATION: (please print)

Full Name: Jlm Sears

Organization (if applicable): Alberni Valley Comm. Forest

Street Address: 430 Ridgefield Dr

Phone: [REDACTED]

Mailing Address: Parksville

Email: [REDACTED]

No. of Additional Participants:

[Name/Contact Information] 4

MEETING DATE REQUESTED: September 26th

PURPOSE OF PRESENTATION: (please be specific)

Provide an overview of your presentation below, or attach a one-page (maximum) outline of your presentation:
To present the City with Dividend check as per the AGM meeting

I will introduce the reason for our delegation in terms of the Dividend and our financial position at the end of 2021 and going forward. We will present the Mayor with our check and hopefully get a picture of us handing off the check.

Requested Action by Council (if applicable):

None

Supporting Materials/PowerPoint Presentation: ☒ No ☐ Yes

Note: If yes, must be submitted by 12:00 noon on the Wednesday before the scheduled meeting date.

SIGNATURE(S):

I/We acknowledge that only the above listed matter will be discussed during the delegation and that all communications/comments will be respectful in nature.



Signature:

September 02, 2022

Date:

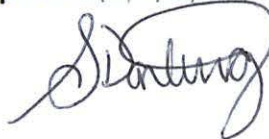
OFFICE USE ONLY:

Scheduled Meeting Date: Sept. 26/22

Date Approved: Sept. 2/22

Applicant Advised: Sept 2/22

Approved: (Deputy City Clerk)




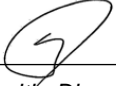
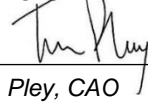
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|---|---|
| <input checked="" type="checkbox"/> Council | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Mayor | <input type="checkbox"/> Engineering/PW |
| <input checked="" type="checkbox"/> CAO | <input type="checkbox"/> Parks, Rec. & Heritage |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Development Services |
| <input type="checkbox"/> Corporate Services | <input type="checkbox"/> Community Safety |
| <input checked="" type="checkbox"/> Agenda | <input type="checkbox"/> Other |

File # 0580-20

Personal information you provide on this form is collected pursuant to Section 26 of the *Freedom of Information and Protection of Privacy Act* [FOIPPA] and will only be used for the purpose of processing this application.

Your personal information will not be released except in accordance with the *Freedom of Information and Protection of Privacy Act*.

Date: September 14, 2022
File No: 3090-20-DVP113 & 3060-20DP22-02
To: Mayor and Council
From: T. Pley, CAO
Subject: DEVELOPMENT APPLICATION – Development Variance Permit (DVP 113) and Development Permit (DP22-02) at 3045 and 3053 Kingsway Avenue, Port Alberni
LOT 17 BLOCK 103 DISTRICT LOT 1 ALBERNI DISTRICT PLAN 197 (PID: 009-272-925)
LOT 18 BLOCK 103 DISTRICT LOT 1 ALBERNI DISTRICT PLAN 197 (PID: 009-272-968)
Applicant: L. Shaver dba Streamside Homes Inc.

Prepared by:  B. McLoughlin Planner II	Supervisor: M. Wade M. Wade Manager of Planning	Director:  S. Smith, Dir. of Development Services Deputy CAO	CAO Concurrence:  T. Pley, CAO
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RECOMMENDATION[S]

- a. That Council authorize the issuance of Development Variance Permit No. 113 and that the Director of Corporate Services be authorized to sign the permit granting the following variances to the Zoning Bylaw at 3045 and 3053 Kingsway Avenue subject to the City of Port Alberni receiving a consolidated legal plan for the property:
Vary Section 5.15.2 RM2 Site Development Regulations to:
 - i. Reduce minimum side yard setback from 5.0 metres to 1.5 metres for a variance of 3.5 metres.
 - ii. Reduce required minimum frontage from 25 metres to 20.12 metres for a variance of 4.88 metres.
 - iii. Reduce required minimum lot area from 840 m² to 766 m² for a variance of 74 m² (797 ft²).
- b. That Council authorize the issuance of Development Permit No. 22-02 and that the Director of Corporate Services be authorized to sign the permit including the development plans as shown on Schedule 'B', prepared by Streamside Homes Inc., subject to the City of Port Alberni receiving the required landscaping security in the amount of \$88,000.00.

PURPOSE

The City has received an application for a Development Variance Permit and Development Permit at 3045 and 3053 Kingsway Avenue. The proposal is to build a four (4)-unit multi-family building with reduced side yard setbacks on a lot that does not conform to *Zoning Bylaw No. 4832*.

BACKGROUND

The subject properties are currently vacant and located within the Southport neighbourhood. The applicant is proposing to construct a four (4) unit multi-family building on lots zoned *RM2 Medium Density Multiple Family Residential* located a short walking distance from Harbour Quay, Argyle Street and 3rd Avenue.

Subject Property and Site Context

Location	Mid-block on Kingsway Avenue between Argyle Street and Angus Street approximately 80 metres south of Argyle Street.
Current Zoning	RM2 Medium Density Multiple Family Residential
Total Area	766.45 m ² (0.19 acres)
Official Community Plan (OCP)	<ul style="list-style-type: none"> • <i>Schedule A: Land Use Map: Multi-Family Residential (MFR)</i> • <i>Schedule B: Development Permit Areas Map: Multi-Family Residential</i>
Relevant Guidelines	<ul style="list-style-type: none"> • <i>OCP Section D Plan Policies – 4.0 Residential</i> • <i>OCP Section D Plan Policies – 4.3 Multi-family Residential</i> • <i>Section 7 – Parking and Loading (Zoning Bylaw No. 4832)</i>

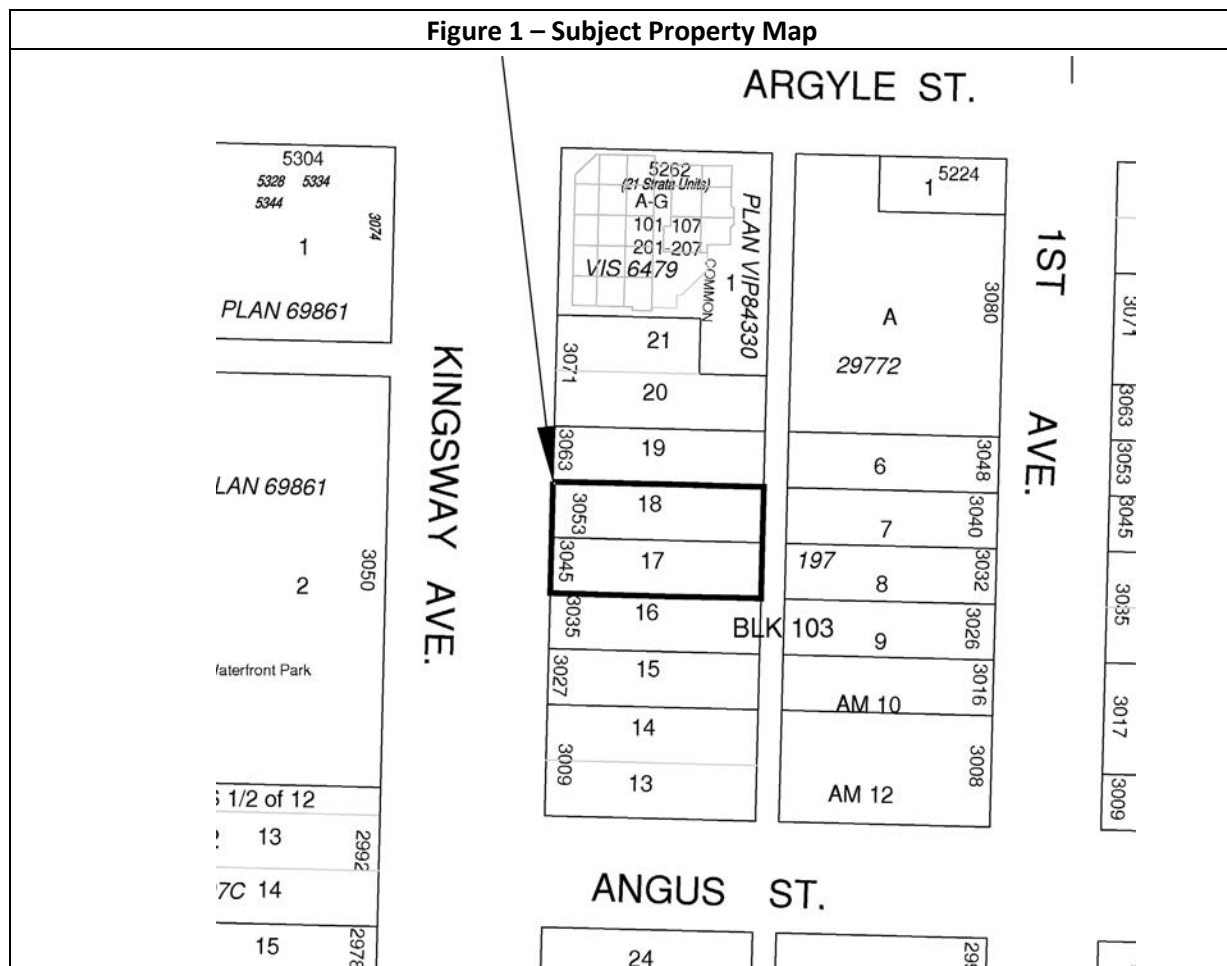


Table 1 – Surrounding Neighbourhood Land Use	
North	C7 Core Business
South	RM2 Medium Density Multiple Family Residential, R2 One and Two Family Residential
East	RM2 Medium Density Multiple Family Residential, C7 Core Business
West	C7 Core Business (undeveloped)

ALTERNATIVES/OPTIONS

- That Council authorize the issuance of Development Variance Permit No. 113 and that the Director of Corporate Services be authorized to sign the permit granting the following variances to the Zoning Bylaw at 3045 and 3053 Kingsway Avenue subject to the City of Port Alberni receiving a consolidated legal plan for the property:
Vary Section 5.15.2 RM2 Site Development Regulations to:
 - Reduce minimum side yard setback from 5.0 metres to 1.5 metres for a variance of 3.5 metres.
 - Reduce required minimum frontage from 25 metres to 20.12 metres for a variance of 4.88 metres.
 - Reduce required minimum lot area from 840 m² to 766 m² for a variance of 74 m² (797 ft²).

AND

That Council authorize the issuance of Development Permit No. 22-02 and that the Director of Corporate Services be authorized to sign the permit including the development plans as shown on Schedule 'B', prepared by Streamside Homes Inc., subject to the City of Port Alberni receiving the required landscaping security in the amount of \$88,000.00.

- Council may deny Development Variance Permit No. 113. If the variance is denied, the applicant would need to revise their development permit application.
- Council may provide alternate direction.

ANALYSIS

Development Variance Permit (DVP 113) and Development Permit (DP22-02) were processed and reviewed concurrently by staff. Approval of the Development Variance Permit would be required before Council may approve the Development Permit.

1. Development Variance Permit (DVP 113)

Since the application is proposing to construct a new building on the property, the regulations of *Zoning Bylaw No. 4832* apply to the site. While the existing lots are non-conforming according to section 3.10.2 of the Zoning Bylaw, section 3.11 specifies that any construction requires they be brought into compliance through the issuance of variances.

3.10.2 Non-Conformity

“... Any lot existing prior to the adoption of this Bylaw which, at the time of adoption of this Bylaw, fails to meet the minimum lot size and frontage requirements of a zone as set out in this Bylaw, shall not, by reason thereof, be deemed to be non-conforming or unlawful. However, any use of the lot shall comply with the regulations specified for the zone in which it is located.”

3.11 Siting, Size, Shape

“No building or structure shall be constructed, reconstructed, altered, moved, or extended by the owner, occupier, or any other person so that it contravenes the requirements, as provided in this Bylaw, for the zone in which it is located, unless a variance has been granted for the same.”

The applicant is requesting the following variances:

Table 2 – Text of Proposed Variances to Zoning Bylaw No. 4832	
5.15.2 RM2 Site Development Regulations	Reduce minimum side yard setback from 5.0 metres to 1.5 metres for a variance of 3.5 metres.
5.15.2 RM2 Site Development Regulations	Reduce required minimum frontage from 25 metres to 20.12 metres for a variance of 4.88 metres.
5.15.2 RM2 Site Development Regulations	Reduce required minimum lot area from 840 m ² to 766 m ² for a variance of 74 m ² (797 ft ²)

Reduced Minimum Side Yard Setback

The applicant is requesting a variance to reduce the required side yard setback. While the properties are zoned RM2, they are smaller than the minimum zone requirements. Reducing the side yard setbacks would create more buildable area, and make it possible to construct a multi-family building which is the intent of the RM2 zone.

Reduced Minimum Frontage and Lot Area

The existing properties were created prior to the adoption of *Zoning Bylaw No. 4832*, as such, they do not conform to the minimum frontage and lot area requirements in section 5.15.2 of the RM2 zone description. Both lot frontage and area are less than the required minimum, and variances are required to bring the property into compliance upon development.

Table 3 – Non-conforming lot frontage and setbacks				
	Required		Existing/Proposed	
Minimum Frontage	25 m	(82.0 ft)	20.12 m	(66 ft)

Minimum Lot Area	840 m ²	(9043 ft ²)	766 m ²	8,250 ft ²
Minimum Setbacks:				
Side yard	5 m	(16.4 ft)	1.5 m	(4.92 ft)

Staff Notes:

- Staff do not anticipate negative impacts on the surrounding neighbourhood.
- The subject properties are currently vacant.
- Lots on either side of the proposed development are currently vacant.
- Surrounding RM2 properties similarly do not meet the minimum dimensions required in the RM2 zone.
- Density is measured as Floor Area Ratio (FAR) in the RM2 zone. Varying minimum lot size and frontage does not change the permitted density. FAR of 0.78 is proposed. Max permitted is 0.8 FAR.
- Applicant will be required to consolidate the properties prior to issuance of DVP 113. Zoning Bylaw section 6.2.2 requires a principal building to be on a single lot. Variances will apply to the consolidated lot which will have a new legal description.

2. Development Permit (DP22-02)

The proposed multi-family building would be three storeys and contain a mix of unit types and sizes:

Table 4 – Dwelling Unit Breakdown		
Units	Number	Layout
3 bed + den	2	Side-by-side
3 bed	1	Stacked
1 bed	1	Stacked

The subject property at 3045 and 3053 Kingsway Avenue is within Development Permit Area No.1 Multiple Family Residential, and requires a Development Permit to proceed. Staff have reviewed the design and are satisfied it meets the intent of the development guidelines in *Section E: Implementation - 1.0 Development Permit Areas* of the OCP.

Staff Notes:

- Proposal is consistent with the character of the surrounding neighbourhood.
- Development will provide dwelling units that are in short supply in Port Alberni (ie. “missing middle” housing).
- A mix of trees, shrubs and fencing will be provided as landscaping around the site, including useable open space for occupants.
- All required parking spaces provided on-site and accessed from laneway at rear of property (5 required, 6 provided).
- Location of property at the edge of a commercial neighbourhood is ideal for multi-family housing.

-
- Additional review of site servicing by the Engineering Department would be required at the Building Permit stage.

IMPLICATIONS

Issuing Development Variance Permit (DVP 113) and Development Permit (DP22-02) will allow the proposed development to proceed at 3045 and 3053 Kingsway Avenue.

1. Development Variance Permit (DVP 113)

Issuing the Development Variance Permit will allow the development to proceed with side yard setbacks that are shorter than currently required by *Zoning Bylaw No. 4832*. It would also bring the existing property into compliance with the bylaw. If Council approves the permit, a consolidation plan is required prior to issuance by the Director of Corporate Services.

2. Development Permit (DP22-02)

Issuing the Development Permit will allow the proposed development at 3045 and 3053 Kingsway Avenue to proceed to the Building Permit stage. The applicant has submitted an estimate for landscaping totalling \$88,000.00. If Council approves the permit, a Landscape Security in this amount will be required prior to issuance by the Director of Corporate Services.

COMMUNICATIONS

The Development Variance Permit (DVP 113) was reviewed by the Advisory Planning Commission at their meeting on August 18, 2022. The Commission passed a motion recommending that the variance permit application be supported by Council.

Public notice of the requested variance was given according to *Local Government Act* s.499. Owners and occupants of property within 75 metres of 3045 and 3053 Kingsway Avenue were mailed a notice at least 10 days prior to the scheduled meeting date of September 26, 2022.

BYLAWS/PLANS/POLICIES

1. Official Community Plan Policy – Development Permit Areas (Section E: Implementation)

This application has been reviewed according to the Multiple Family Residential Design Guidelines listed in Section E – Implementation, 1.0 Development Permit Areas of the City of Port Alberni's OCP.

2. Zoning Bylaw 2014 (Bylaw 4832):

The application has been reviewed for compliance with Zoning Bylaw No. 4832. Variances are required to section 5.15.2. for the existing lot and the proposed multi-family building. Section 3.11 of the Zoning Bylaw specifies that development on the property requires it be brought into compliance through the issuance of variances:

3.11 Siting, Size, Shape

"No building or structure shall be constructed, reconstructed, altered, moved, or extended by the owner, occupier, or any other person so that it contravenes the requirements, as provided in this Bylaw, for the zone in which it is located, unless a variance has been granted for the same."

3. 2019 – 2023 Corporate Strategic Plan

The proposed development aligns with Priority #5 of the *Strategic Plan*: Fostering a complete community (safe, healthy and inclusive) – particularly through in-fill development.

Strategy 5.1.2: Encourage the infilling of vacant lots and buildings to enable those sites to contribute to vibrancy.

SUMMARY

The City has received an application for a Development Variance Permit and Development Permit at 3045 and 3053 Kingsway Avenue. The proposal would result in the construction of a four (4)-unit multi-family building on the property. Several variances to *Zoning Bylaw No. 4832* are required to permit the development including reductions to side yard setbacks, lot size, and frontage.

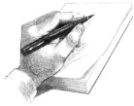
The applicant has submitted a design proposal which meets the development guidelines in *Section E: Implementation - 1.0 Development Permit Areas* of the OCP, and staff do not anticipate negative impacts on the surrounding neighbourhood from the requested variances. Staff support the issuance of the Development Variance Permit (DVP 113), and Development Permit (DP22-02) for 3045 and 3053 Kingsway Avenue with the conditions outlined in the attached permits.

ATTACHMENTS/REFERENCE MATERIALS

1. Advisory Planning Commission August 18, 2022 Meeting Minutes
2. Development Variance Permit (DVP 113)
 - Schedule A – Location Map
 - Schedule B – Site Plan
3. Development Permit (DP22-02)
 - Schedule A – Subject Property Map
 - Schedule B – Drawings
 - a) *Streamside Homes Inc. – A0.2 – Site Plan*
 - b) *Streamside Homes Inc. – A1.1 – Foundation Plan*
 - c) *Streamside Homes Inc. – A1.2 – Main Floor*
 - d) *Streamside Homes Inc. – A1.3 – Second Floor*
 - e) *Streamside Homes Inc. – A2.1 - Elevations*
 - f) *Streamside Homes Inc. – A2.2 - Elevations*
 - g) *Streamside Homes Inc. – L0.1 – Landscape Top Plan*
 - h) *Streamside Homes Inc. – L0.2 – Landscape Rendering*
 - i) *Streamside Homes Inc. – Topographic Site Plan*

C: T. Slonski, Director of Corporate Services
A. McGifford, Director of Finance
R. Gaudreault, Building/Plumbing Inspector

J:\Engineering\Planning\Development Applications\Development Permits\DP-2022\DP22-02-3045_3053 Kingsway Ave - Streamside Homes\Council\DP22-02-3045_3053 KingswayAve-Council.docx



**Summary Report / Minutes of the Advisory Planning Commission Meeting
held on August 18, 2022 at 12:00 p.m.
(Council Chambers, Port Alberni City Hall, 4850 Argyle Street)**

Commission Members Present

Ed Francoeur (Chair)
Ken McRae, (Vice - Chair)
Ken Watts, Chief, č išaaʔath (Tseshah) F.N
Christine Washington, SD70
Callan Noye
Councillor Deb Haggard, Council Liaison
Andre Guerin, P.A.F.D. Liaison

Regrets

Jolleen Dick, Councillor, Hupačasath F.N
Stefanie Weber
Joe McQuaid
Amy Anaka
Peter Dionne, R.C.M.P. Liaison
Scott Smith, Dir. of Dev. Services/Deputy CAO
Amy Needham, Parks Liaison

Staff

Marianne Wade, Manager of Planning
Brian McLoughlin, Development Planner
Cara Foden, Planning Technician

Guests

Applicant: A. and R. Richards
Applicant: L. Shaver
Public: 1

Alternates (not in attendance)

Councillor Helen Poon (Alt.- Council Liaison)
Larry Ransom (Alt.- S.D.70)
S./Sgt. Mike Thompson (Alt.- RCMP)
Harley Wylie (Alt. – Tseshah (č išaaʔath) F.N)



1. Acknowledgements and Introductions:

Acknowledgement by Chair that this Advisory Planning Commission (APC) meeting is being held within the un-ceded, traditional territories of the Hupačasath and the Tseshah (č išaaʔath) First Nations. Welcome and introductions.

2. Minutes: Adoption of July 28, 2022 Minutes

Motion:

That the City of Port Alberni Advisory Planning Commission adopt the minutes of the July 28, 2022 regular meeting as amended.

(McRae / Noye) CARRIED

3. DEVELOPMENT APPLICATION – Development Variance Permit 113

3045 Kingsway Avenue

Lot 17, Block 103, District Lot 1, Alberni District, Plan 197 PID:009-272-925

3053 Kingsway Avenue

Lot 18, Block 103, District Lot 1, Alberni District, Plan 197 PID:009-272-968

APPLICANT: Lowell Shaver dba Streamside Homes Inc., Inc.No. BC1180508

- Development Planner (B.M.) summarized his report to the APC dated August 18, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The lots will require consolidation.
 - Discussion regarding setbacks and comparison of different setback requirements in low versus higher density multi-family residential zones. The Planner advised that side yard setbacks less than 1.5 m are not typically recommended to ensure fire separation and compliance with Building and Fire Codes.

- Adjacent properties were discussed in general terms with regard to future development requirements on those properties.
- It was clarified that all building materials used for the proposed development would be required to meet building and fire code specifications.

Motion:

That the Advisory Planning Commission recommends to City Council that Council support the application (Option 1 in Planner's report).

(Washington / Watts) CARRIED

4. DEVELOPMENT APPLICATION – Zoning Bylaw Amendment)

3151 3rd Avenue

Lot A, District Lot 1, Alberni District, Plan VIP36879 (PID: 000-428-230)

APPLICANT: A. Richards dba Dog Mountain Brewing Ltd. Inc. No. BC1167846

- The Development Planner (B.M.) summarized his report dated August 18, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The APC were supportive of the business.
 - Discussion regarding conditions that APC or Council may wish to include in the motions. It was noted that APC may include conditions when they propose a motion. The Planner will present recommendations to Council for conditions with respect to this application if required.

Motions:

1. *That the Advisory Planning Commission recommends to City Council that Council support the application.*

(McRae / Noye) CARRIED

5. OCP – Vision and Guiding Principles – Manager of Planning

- The APC was advised that the consultant would be present at the September APC meeting. The meeting will likely require extra time allowance. The Manager of Planning will send an email to all APC members advising that the September APC meeting would be scheduled for two hours (12:00 – 2:00 pm) instead of one hour.

6. Status Update: None at this time.

7. OTHER BUSINESS: None at this time.

8. ADJOURNMENT: The meeting adjourned at 1:00 pm. The next meeting is scheduled for 12:00 pm on **September 15, 2022.**

(Washington / Francoeur) CARRIED



Ed Francoeur (Chair)

DEVELOPMENT VARIANCE PERMIT

Development Variance Permit No: 113

Registered Owner: Streamside Homes Inc., Inc. No. BC1180508
Subject Properties: 3045 and 3053 Kingsway Avenue
Legal Description: Lots 17 and 18, Block 103, District Lot 1, Alberni District, Plan 197
Parcel Identifier: 009-272-925, 009-272-968
Purpose: To vary the required side yard setbacks, frontage, and lot area.

WHEREAS, pursuant to Section 498 of the *Local Government Act, RSBC 2015*, on application of an owner of land, a local government may, by resolution, issue a Development Variance Permit that varies, in respect to the land covered in the Permit, the provisions of a Zoning Bylaw adopted under Part 14 of the *Local Government Act*. Authorization is hereby granted to:

Lowell Shaver dba Streamside Homes Inc., Inc. No. BC1180508
1241 Sunrise Drive, Parksville, BC V9P 1W7

to:

Vary Section 5.15.2 RM2 Site Development Regulations to:

- Reduce required minimum side yard setback from 5.0 metres to 1.5 metres for a variance of 3.5 metres.
- Reduce required minimum frontage from 25 metres to 20.12 metres for a variance of 4.88 metres.
- Reduce required minimum lot area from 840 m² to 766 m² for a variance of 74 m² (797 ft²).

for development on the lands legally described as *Lots 17 and 18, Block 103, District Lot 1, Alberni District, Plan 197 (PID: 009-272-925, 009-272-968)* located at **3045 and 3053 Kingsway Avenue**, as shown on the Schedule A map attached.

CONDITIONS of PERMIT:

- A consolidated legal plan for the following properties must be submitted prior to issuance of Development Variance Permit No. 113:
 - Lot 17, Block 103, District Lot 1, Alberni District, Plan 197
 - Lot 18, Block 103, District Lot 1, Alberni District, Plan 197

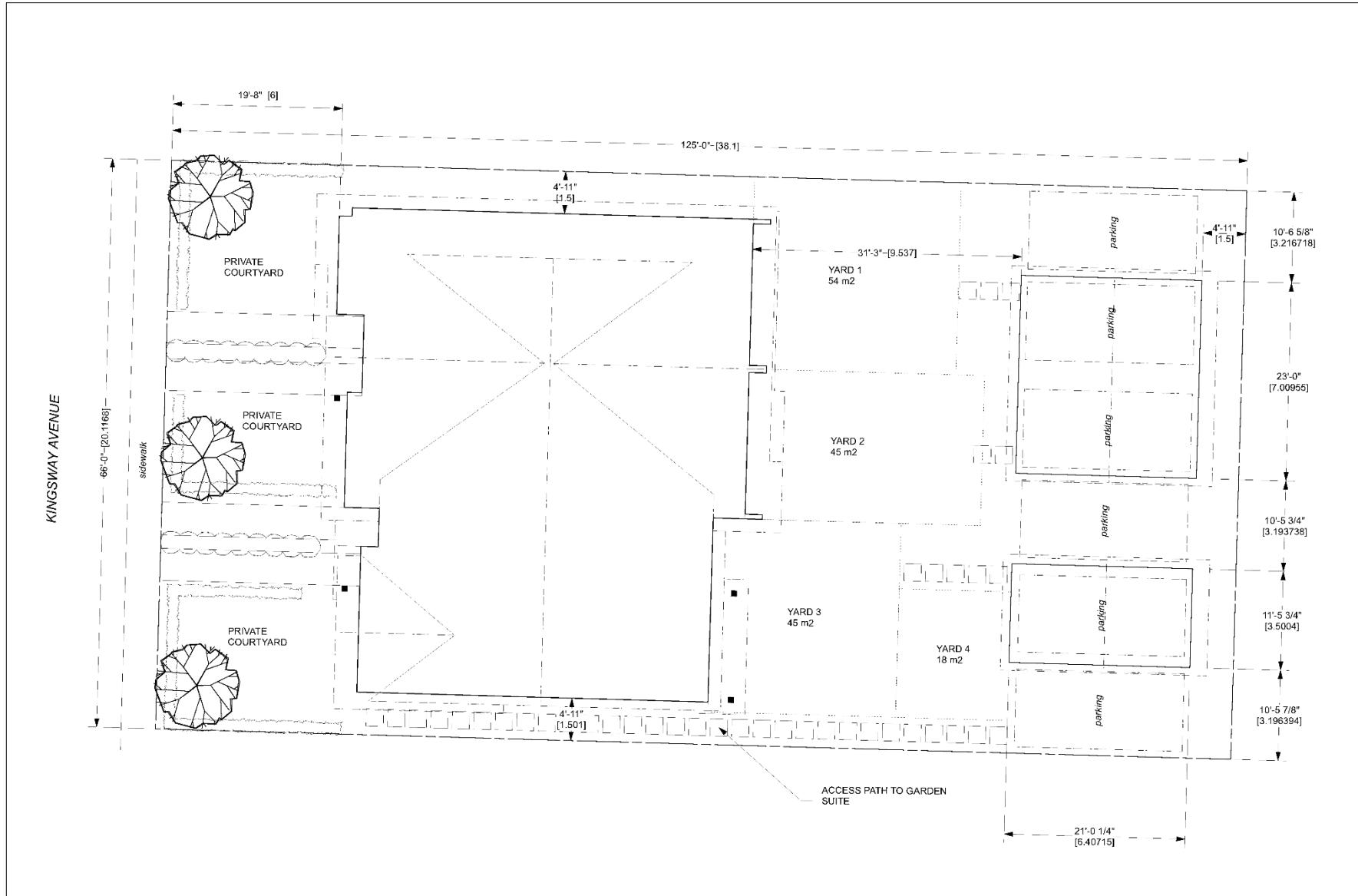
In accordance with the provisions of Section 498 of the *Local Government Act RSBC 2015*, approval of this Permit was granted by resolution of the City Council on _____, __, 2022.

Authorized by

Corporate Officer

This Permit is issued under the Seal of the City of Port Alberni on _____, __, 2022.

Schedule B – Site Plan





4850 Argyle Street | Port Alberni BC
V9Y 1V8 Canada
www.portalberni.ca
T. 250-723-2830
F. 250-723-3402

DEVELOPMENT PERMIT

Development Permit No: 22-02

Registered Owner: Streamside Homes Inc., Inc.No. BC1180508, 1241 Sunrise Drive, Parksville, BC V9P 1W7

Applicant: Lowell Shaver

Subject Properties: 3045/3053 Kingsway Avenue, Port Alberni, BC

Legal Description: Lots 17 and 18, Block 103, District Lot 1, Alberni District, Plan 197

Parcel Identifier: 009-272-925, 009-272-968

Proposal: Four (4) units of multi-family residential housing.

CONDITIONS of PERMIT:

1. Development of the land to be undertaken shall be limited to the area shown on Schedule A.
2. Development of the land to be undertaken shall be in accordance with the development plans shown on Schedule B attached hereto and forming part of Development Permit No. 22-02.
3. An Irrevocable Letter of Credit or other security is required in the amount of \$88,000.00 for landscaping.
4. The owner of the land shall provide the general contractor and all professionals associated with the development with copies of this permit.
5. The owner of the land shall maintain any undeveloped land in a neat and tidy condition at all times.
6. If there has not been any substantial commencement of construction with respect to which the permit was issued within two years after the date it was issued, the permit lapses.

The City of Port Alberni shall file notice of this permit in the Land Title Office stating the land is subject to Development Permit No. 22-02.

THIS IS NOT A BUILDING PERMIT

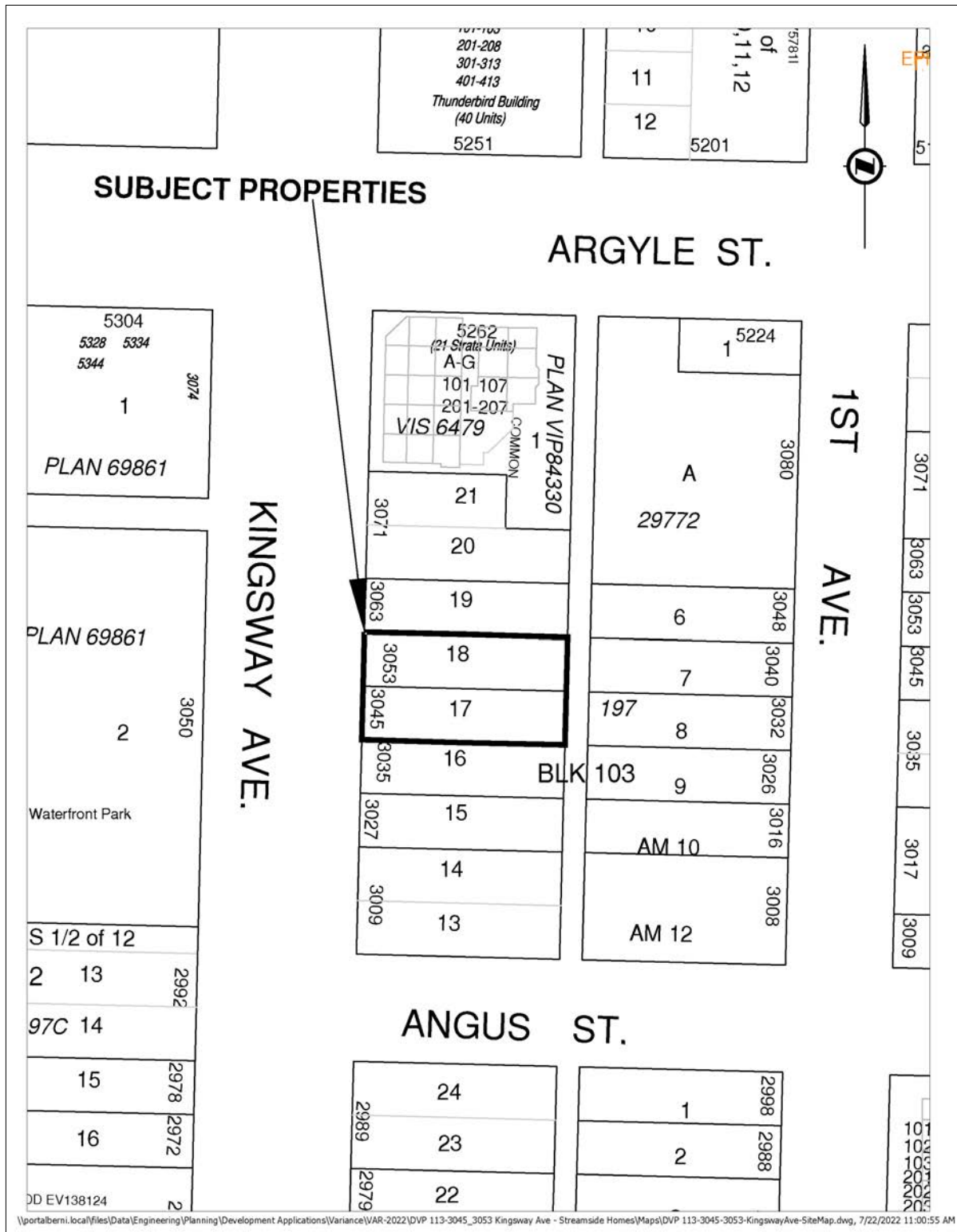
In accordance with the provisions of Section 489 of the *Local Government Act RSBC 2015*, approval of this Permit was granted by resolution of the City Council on ____, __, 2022.

Authorized by

Corporate Officer

This Permit is issued under the Seal of the City of Port Alberni on ____, __, 2022.

SCHEDULE A – Location Map



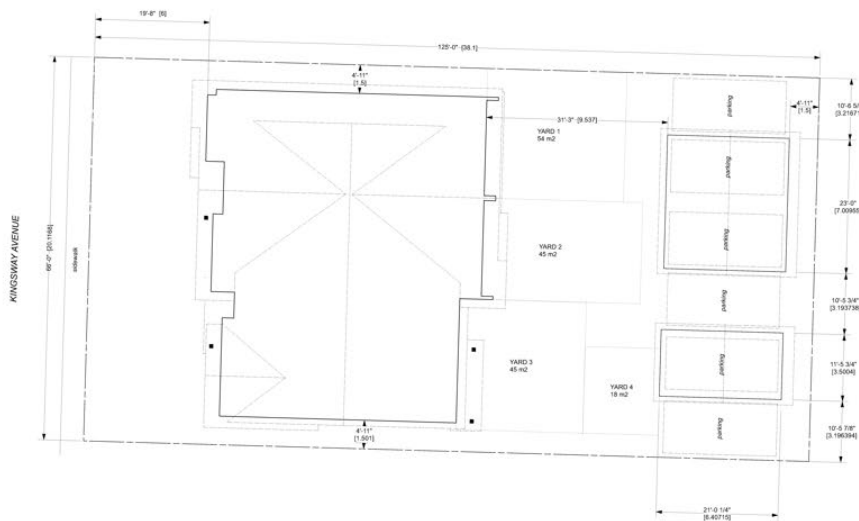
**SCHEDULE B
TO DEVELOPMENT PERMIT 22-02**

a) Streamside Homes Inc. – A0.2 – Site Plan



Kingsway Townhouses
30453 Kingsway Ave.
Park Alberni, BC

A0.2
Site Plan
2022-09-30



PROJECT INFORMATION

CITY ADDRESS: 3045/3053 Kingsway Avenue
PID: 009-272-625 / 009-272-968
LEGAL DESCRIPTION: LOT 1719 BLOCK 163 DISTRICT LOT 1 ALBERNI DISTRICT LOT 197
ZONING: RM2

SITE STATISTICS

LOT SIZE: 129.45 m2
ALLOWABLE SITE COVERAGE: 50% - 383.23 m2
PROPOSED SITE COVERAGE: 39% - 291.16 m2
ALLOWABLE F.A.R.: 0.41:1.16 m2
PROPOSED F.A.R.: 78 - 588.09 m2
ALLOWABLE RIDGE HEIGHT: 12.5m (41')
PROPOSED RIDGE HEIGHT: 12.23m (40'1")
FRONT LOT SETBACK: 5m
REAR LOT SETBACK: 5m
ALLOWABLE PRINCIPAL BUILDING STORIES: 3
PROPOSED PRINCIPAL BUILDING STORIES: 3
PROPOSED NUMBER OF UNITS: 4 (3-3 BED UNITS, 1-1 BED UNIT)
UNIT 1: ALLOWABLE USABLE OPEN SPACE: NOT LESS THAN 45 M2
PROPOSED USABLE OPEN SPACE: 54 M2
UNIT 2: ALLOWABLE USABLE OPEN SPACE: NOT LESS THAN 45 M2
PROPOSED USABLE OPEN SPACE: 45 M2
UNIT 3: ALLOWABLE USABLE OPEN SPACE: NOT LESS THAN 45 M2
PROPOSED USABLE OPEN SPACE: 45 M2
UNIT 4: ALLOWABLE USABLE OPEN SPACE: NOT LESS THAN 18 M2
PROPOSED USABLE OPEN SPACE: 18 M2
REQUIRED PARKING SPACES: 5
PROPOSED PARKING SPACES: 5
TOTAL PROPOSED LANDSCAPED AREA: 379 M2
VARIANCE(S) REQUIRED: request variance to ease side lot setback from 5m to 1.5m

Scale: 1/8" = 1'-0"
Site Plan 1

SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

b) *Streamside Homes Inc. – A1.1 – Foundation Plan*



Kingsway Townhouses
 221 Kingsway Ave.
 Parksville, BC V9Y 1C9

A1.1

Foundation Plan

2022.09.26



1 Garden Floor
 Scale: 1/4" = 1'-0"

SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

c) *Streamside Homes Inc. – A1.2 – Main Floor*



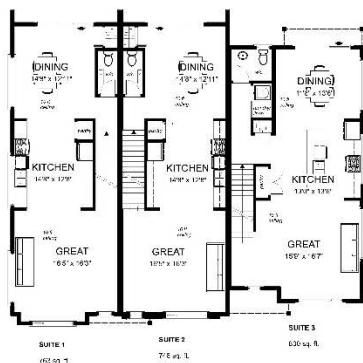
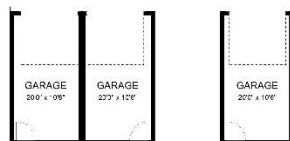
Kingsway Townhouses
 2040-2100 Kingsway Ave.
 Port V. West, B.C.

A1.2

Main Floor

2022-07-07

REAR ALLEY



TOTAL SQ FOOTAGE

SUITE 1: 1717 SQ. FT.
 SUITE 2: 1891 SQ. FT.
 SUITE 3: 1558 SQ. FT.
 SUITE 4: 717 SQ. FT.

KINGSWAY AVENUE

1 Main Floor
 Scale: 1/8" = 1'-0"

SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

d) *Streamside Homes Inc. – A1.3 – Second Floor*



Kingsway Townhouses
 3045/53 Kingsway Ave.,
 Port Alberni, BC

A1.3

Second Floor

2022-01-22



1 Upper Floor
 Scale: 1/8" = 1'-0"

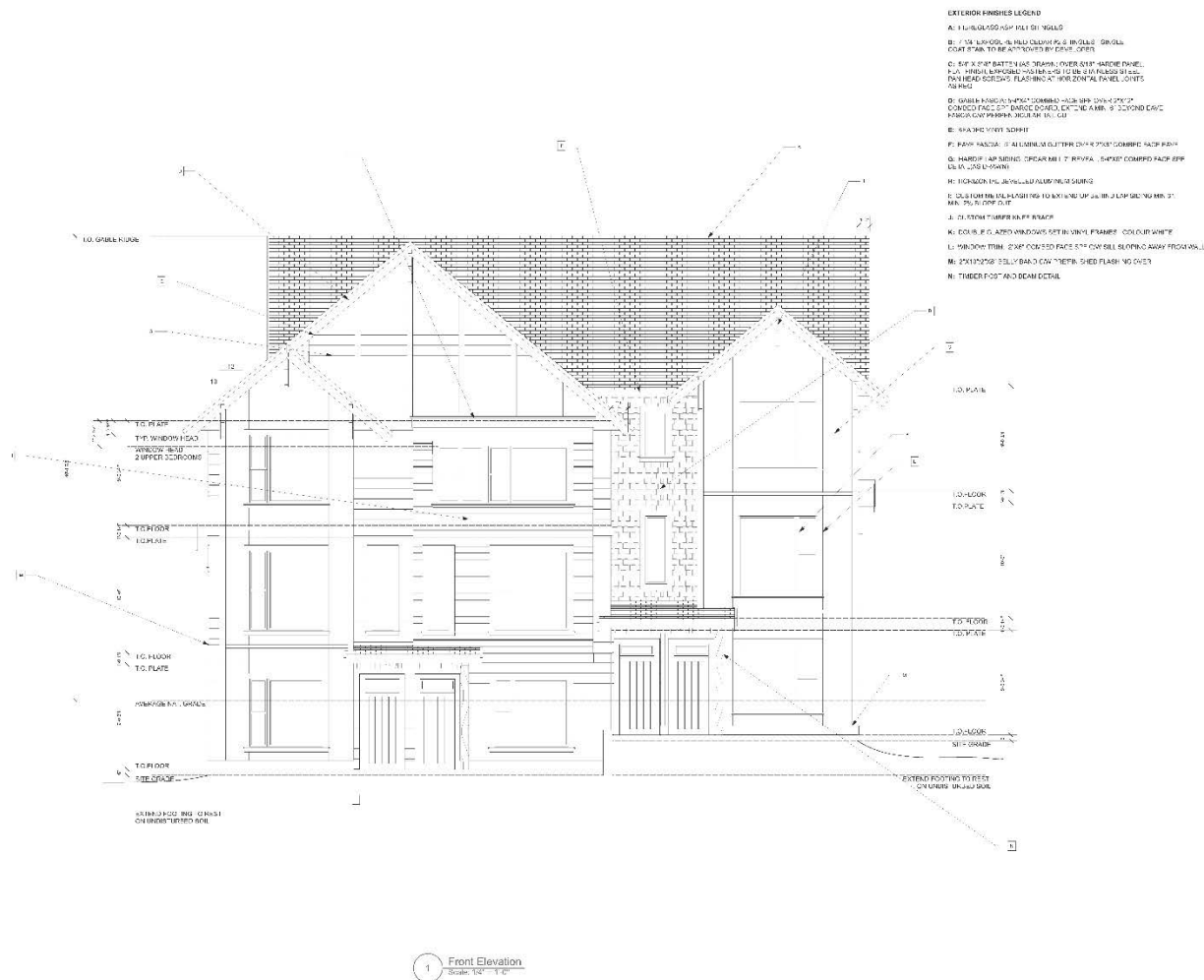
SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

e) *Streamside Homes Inc. – A2.1 - Elevations*



Kingsway Townhouses
Architect: Streamside Homes Inc.

A2.1
Elevations
2022-01-31



SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

f) Streamside Homes Inc. – A2.2 - Elevations

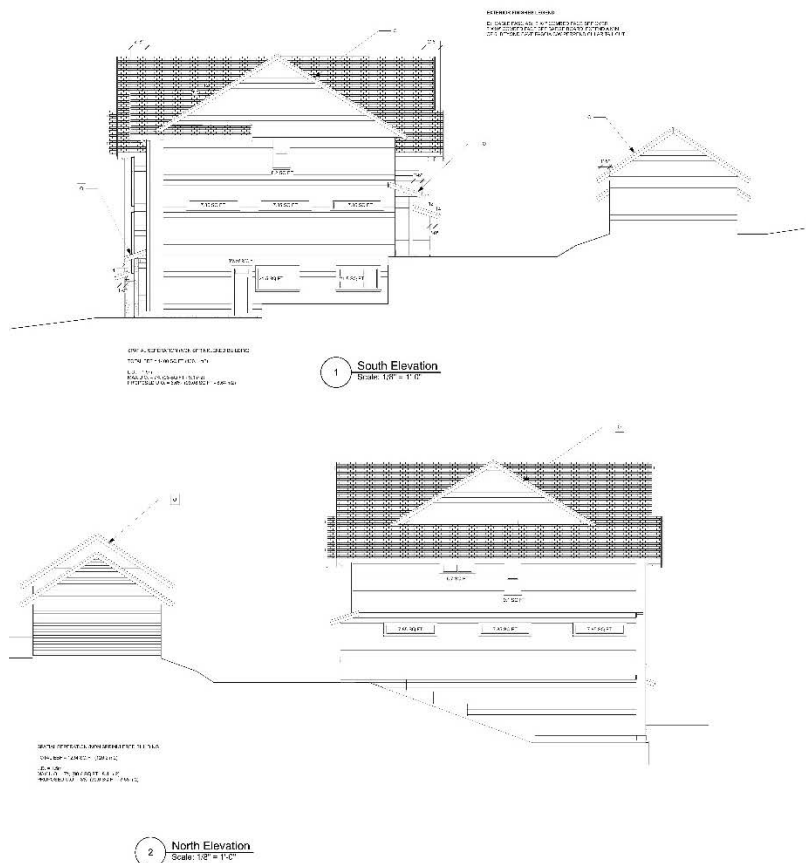


Kingsway Townhouses

A2.2

Elevations

10/22/2022



SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

g) *Streamside Homes Inc. – L0.1 – Landscape Top Plan*

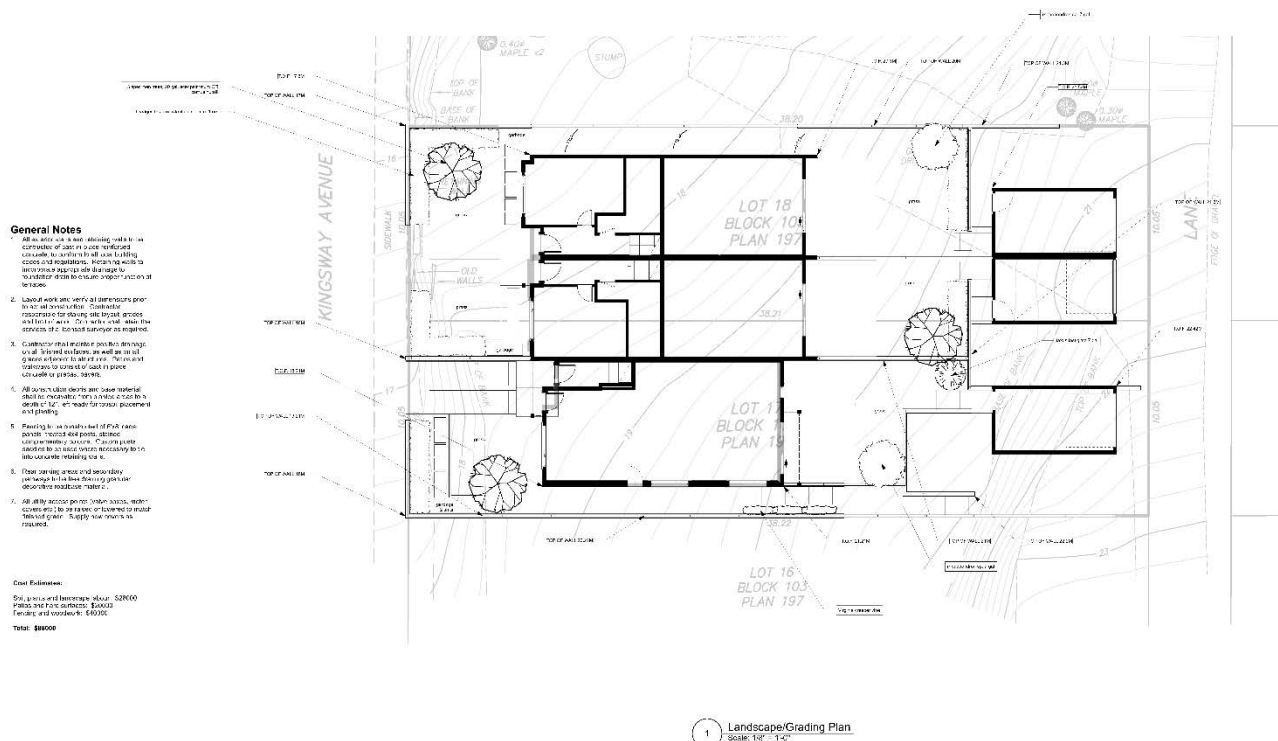


Kingsway Townhouses
 3000 Kingsway Drive, Willowdale, ON

L0.1

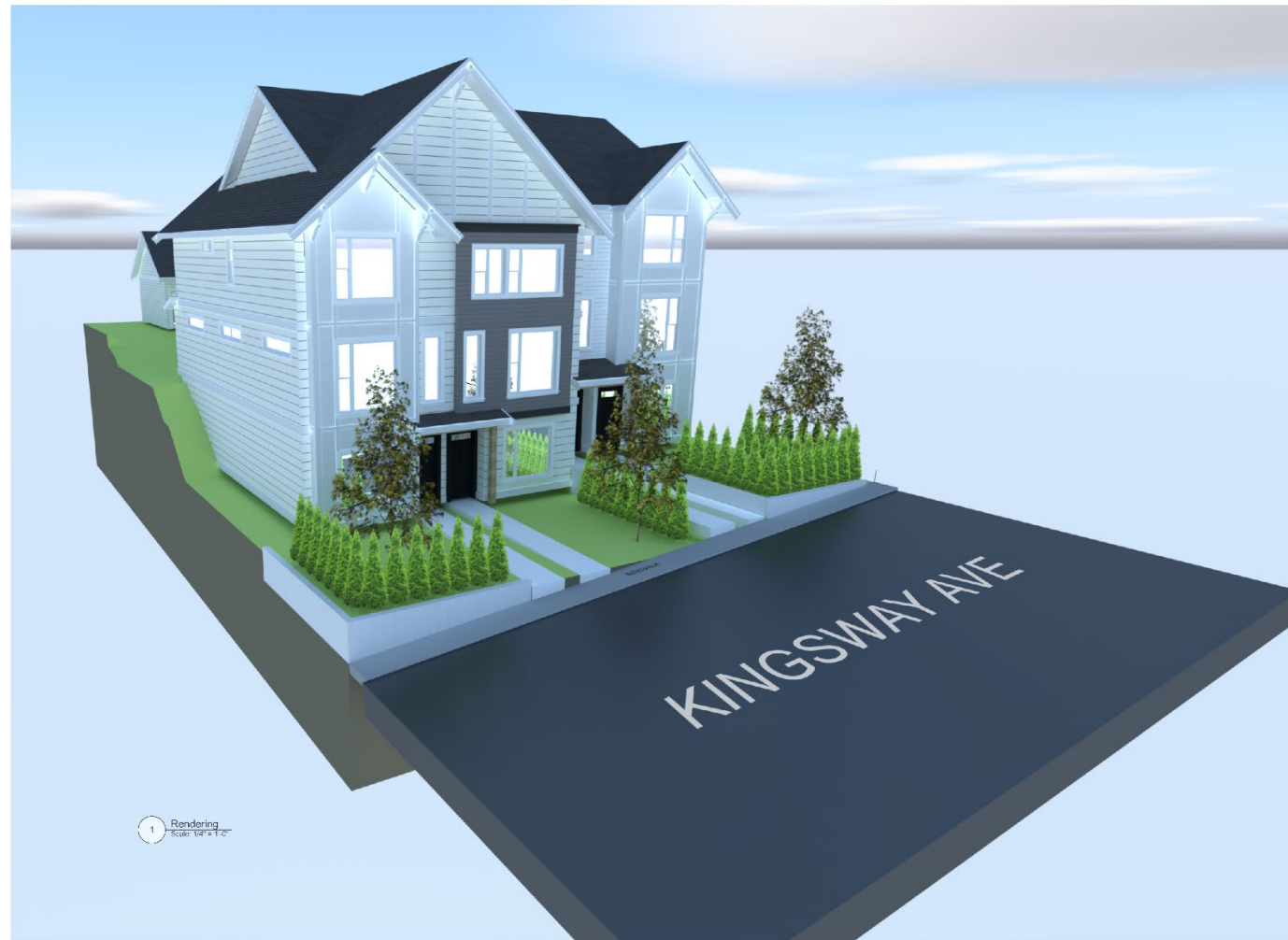
Landscape Top Plan

2022.04.07



SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

h) Streamside Homes Inc. – L0.2 – Landscape Rendering



**STREAMSIDE
 HOMES INC.**
 1211 S. ALBERTA ST.
 VANCOUVER, B.C.
 V6P 5M7
 250-951-5936
 lowell@streamsidehomes.com

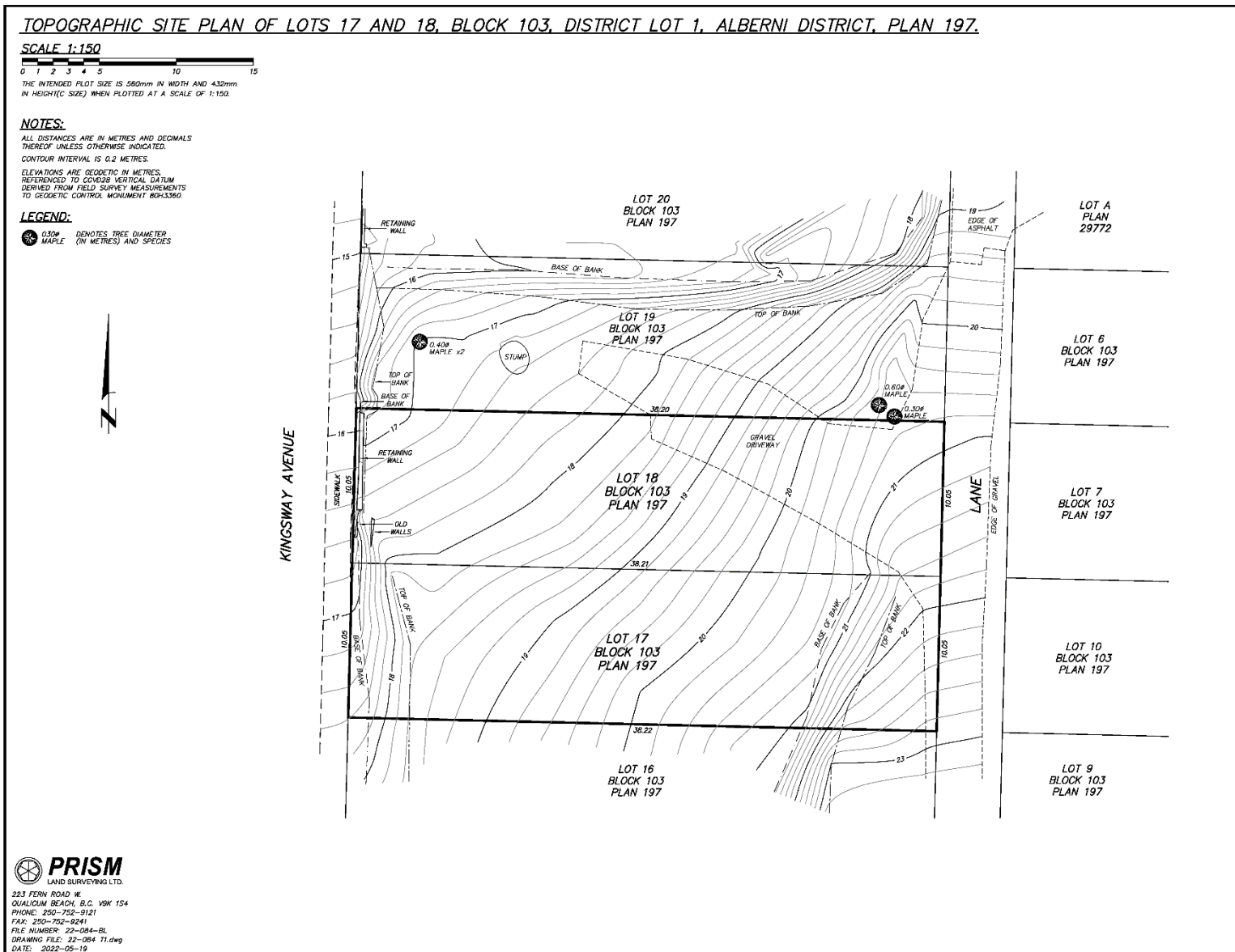
Kingsway Townhouses
 2022-09-26
 L0.2 - Landscape Rendering

L0.2
 Landscape Rendering
 2022-09-26

1 Rendering
 Scale: 1/4" = 1'-0"

SCHEDULE B
TO DEVELOPMENT PERMIT 22-02

i) Streamside Homes Inc. – Topographic Site Plan



Date: September 16, 2022
File No: 4520-20-TUP22-01
To: Mayor & Council
From: Scott Smith, Director of Development Services | Deputy CAO
Subject: Temporary Use permit TUP 22-01 | 3665, 3675, 3689 4th Avenue

Prepared by: M. WADE MARIANNE WADE MANAGER OF PLANNING	Supervisor: S. SMITH SCOTT SMITH DIRECTOR OF DEVELOPMENT SERVICES/DEPUTY CAO
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RECOMMENDATIONS

- a. That Council issue Temporary Use Permit No. 22-01, and that the Director of Corporate Services be authorized to sign the permit for City lands located at 3665, 3675, and 3689 4th Avenue to permit a temporary low barrier shelter of up to 30 units of temporary transitional housing in "Tiny Shelters", two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping with attachments as noted in the Temporary Use Permit 22-01 once all the conditions noted in the permit have been met to the satisfaction of the Director of Development Services.
- b. That Council authorize the Director of Corporate Services to execute the Letter of Intent between the City of Port Alberni, Port Alberni Friendship Centre and BC Housing Management Commission dated September 12, 2022 and attached to this report.
- c. That Council authorize the Mayor and the Corporate Officer to enter into a lease agreement with the Port Alberni Friendship Centre for City owned lands at 3665, 3675, and 3689 4th Avenue for a two-year term for the purposes of operating a temporary low barrier shelter.

PURPOSE

At the September 6, 2022 regular Council meeting, staff provided a report to Council for their consideration which is attached to this report for information. Council did pass a resolution directing staff to issue notice as per section 494 (2) to (4) of the Local Government Act for a proposed Temporary Use Permit (TUP) to allow a low barrier shelter to be located on City lands at the property at 3665, 3675, and 3689 4th Avenue at the September 6, 2022. Notice has been given for the TUP and the proposed TUP22-01 is before Council for their consideration. Staff is recommending to direct the issuance of TUP22-01 to the Director of Corporate Services subject to the conditions being met to the satisfaction of the Director of Development Services.

BACKGROUND

Council received the TUP application on September 6, 2022 along with the draft TUP for their consideration and Letter of intent which contained draft agreements to be signed prior to issuance of the TUP. Council also directed staff to issue notice for the disposition of the lands at 3665, 3675, and 3689 4th Ave for a two (2) year

lease as per section 26 and 94 of the Community Charter and Section 286 of the Local Government Act. Staff have been working with the partners on the draft documents and have provided updated draft documents which are attached to TUP22-01 and the Letter of Intent. These documents are attached to this report.

ALTERNATIVES/OPTIONS

1. *That Council issue Temporary Use Permit No. 22-01, and that the Director of Corporate Services be authorized to sign the permit for City lands located at 3665, 3675, and 3689 4th Avenue to permit a temporary low barrier shelter of up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping with attachments as noted in the Temporary Use Permit 22-01 once all the conditions noted in the permit have been met to the satisfaction of the Director of Development Services.*

AND

That Council authorize the Director of Corporate Services to execute the Letter of Intent between the City of Port Alberni, Port Alberni Friendship Centre and BC Housing Management Commission dated September 12, 2022 and attached to this report.

AND

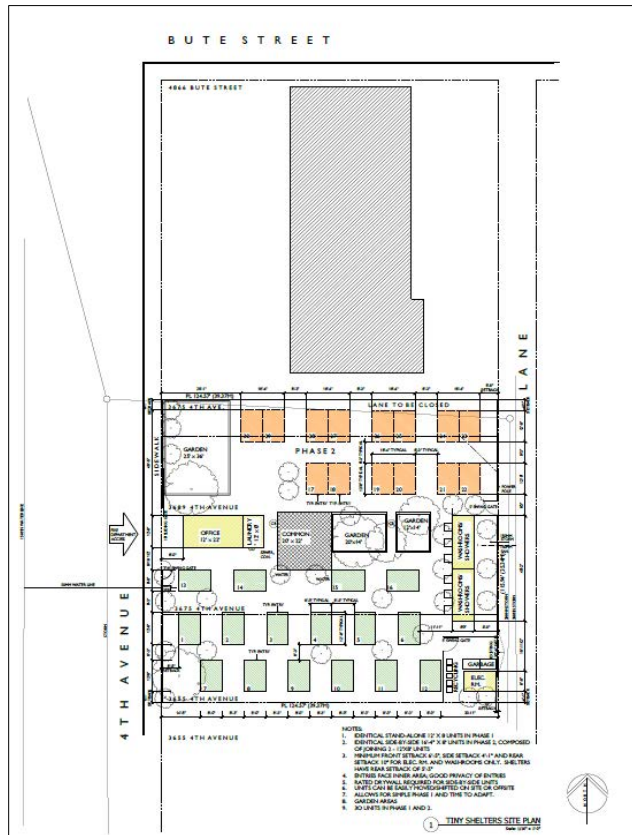
That Council authorize the Mayor and the Corporate Officer to enter into a lease agreement with the Port Alberni Friendship Centre for City owned lands at 3665, 3675, and 3689 4th Avenue for a two-year term for the purposes of operating a temporary low barrier shelter.

2. *That Council denies the proposed temporary use permit.*
3. *That Council denies the policy decision to waive the requirement for a development permit under section 490 of the Local Government Act.*
4. *That Council through resolution, direct Staff with amendments to the recommendations.*

ANALYSIS

The subject property is designated General Commercial in Schedule A (Land Use Map) in the OCP, Development Permit Area DP 2- Commercial, and is designated in the Zoning Bylaw as C3 Service Commercial zone, this zone is to establish and maintain areas for retail and service operations that are vehicle oriented or require large areas. The Low barrier shelter use is not permitted in this zone and as such an application has been made for a Temporary Use Permit for a low barrier shelter to permit up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping. Council passed a resolution at the September 6, 2022 regular council meeting to make a policy decision under *Section 490 of the Local Government Act* to waive the requirement for a development permit. In addition, Staff reviewed OCP Section C Plan Goals and Land use Designations Section 3.0 Temporary Use Permits and the application aligns with the four (4) policies for Council to consider when considering issuance of a TUP. The proposed development is outlined in *Figure 1* below.

Figure 1



Zoning Bylaw No. 4832

In our current zoning bylaw, we do not have a definition for low barrier shelter and Staff are recommending the following description of the temporary land use be:

Temporary Use Permit for a low barrier shelter to permit up to 30 units of temporary transitional housing in "Tiny Shelters", two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping.

The proposed site plan noted in Figure 1, provides for a 1.2 metre front and side yard setback and aligns with fire separation requirements in the BC Building Code. The rear lot setback is zero (0) and is compliant with BC Building Code.

Each "Tiny Shelter" is separated by 2.4 metres to meet BC Building Code requirements for fire separation based upon construction materials and placement of doors and windows.

Life Safety

Our Building Inspector, Fire Chief and RCMP Sargent have provided comments on the proposed site plan and building construction specifications. The architect has addressed section 9.9.9 and 9.9.10 of the BC Building Code in the draft site plan and building plans attached to the TUP.

The architect will be submitting a building permit application, with stamped drawings and the required schedules for construction to meet Part 9 of the BC Building Code requirements for life safety.

Any conditions required will be noted in the draft TUP attached to this report and any revisions will be part of the finalization of the documents attached to the TUP and the subsequent building permit.

Operating Budget

BC Housing has provided most of the operating funds for the two-year term of the low barrier shelter, the Friendship Centre and BC Housing will enter into an operating agreement which is attached to the LOI and TUP. There are ongoing discussions on finalizing the operating costs as part of the finalization of the Operating Agreement with BC Housing.

IMPLICATIONS

The 2021 Homeless Count for Port Alberni indicates that there are 125 people experiencing homelessness. This program will assist in creating shelter for some of our most vulnerable residents.

This proposed temporary transitional housing development is an outcome of the Task Force established in December 2021, to find solutions to unsafe and unsuitable housing for our most vulnerable residents.

There is letter of Intent (LOI) drafted that outlines the financial contributions of each partner in this initiative and is attached to this report for Council's consideration. The partners are the Friendship Centre, BC Housing and the City. At the August 8, 2022 regular Council meeting, Council passed a resolution to allocate \$140,000 towards onsite and off-site utility services, fencing, site preparation, and security to support the low barrier shelter. There are ongoing discussions on the operating and capital costs that need to be resolved prior to finalizing the TUP. The revised Letter of Intent attached to this report has incorporated the revisions up to September 16, 2022.

The land for the proposed low barrier shelter development is owned by the City and leased to the Friendship Centre for a two-year (2) lease. As per the *Local Government Act* and *Community Charter*, the lands will need to be disposed of by notice, Council directed staff to issue notice and the first notice is in the September 21, 2022 newspaper and another will be issued in the September 28, 2022 newspaper. Staff is seeking a resolution by Council to direct the Director of Corporate Services to enter into the lease upon the completion of the notification period. The draft lease has revisions up to September 16, 2022 and is attached to the LOI.

COMMUNICATIONS

The Friendship Centre has begun outreach to occupants in the area and work with BC Housing on the Community Advisory Committee. This is a model that BC Housing prefers as part of their operation agreement with societies.

There has been an internal working team consisting of: Fire, RCMP, Building, Parks, and Engineering providing comments on life safety requirements and providing comments to the applicant and their development consultant, M'akola.

Staff have been holding regular meetings with the applicant, M'akola, BC Housing, architect, the contractor and code consultant to address life safety design considerations for the building specifications and site plan to align with the required sections of the BC Building Code.

Advisory Planning Commission (APC) discussed this application on September 15, 2022 and support this application. The draft minutes are attached to this report.

Eighty-Five (85) notices were sent to Property Owners and Occupants in the 75m radius, were sent and as of the date of this report two phone calls were received by staff.

BYLAWS/PLANS/POLICIES

The proposed Temporary Use Permit (TUP22-02) for a low barrier shelter use at the property located at 3665, 3675, and 3689 4th Avenue for a two (2) year period. Required conditions are outlined in the draft TUP, aligns with City Bylaws as noted in the September 6, 2022 council report attached to this report. A draft TUP with conditions is attached to this report.

SUMMARY

In considering the application to issue a Temporary Use Permit for a low barrier shelter to permit up to 30 beds for temporary transitional shelter "Tiny Shelters", two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping at 3665, 3675, and 3689 4th Avenue, aligns with OCP Section C Plan Goals and Land Use Classifications, 3.0 Temporary Use Permits and addresses Council's strategic priority #5 Foster a Complete Community.

Respectfully Submitted By

Marianne Wade

Manager of Planning

ATTACHMENTS/REFERENCE MATERIALS

- *Draft TUP22-01*
- *Draft Letter of Intent Sept 16, 2022*
- *Draft Lease Sept 16, 2022*
- *APC Draft Minutes September 15, 2022*
- *September 6, 2022 Council report*

C: T. Slonski, Director of Corporate Services;
A. McGifford Director of Finance
M. Owens, Fire Chief
P. Dionne, Sargent RCMP



TEMPORARY USE PERMIT

Temporary Use Permit No: 22-01

Registered Land Owner: The City of Port Alberni

Operator: Port Alberni Friendship Centre

LOCATION and LEGAL DESCRIPTION OF SITE:

3665 4th Avenue: Lot 23, Block 46, District Lot 1, Alberni District, Plan VIP197B (PID: 009-243-372) and;

3675 4th Avenue: Lot 24, Block 46, District Lot 1, Alberni District, Plan VIP197B (PID: 009-243-399) and;

3689 4th Avenue: Lot A, District Lot 1, Alberni District, Plan VIPVIP24376 (PID: 003-029-808)

Proposal: Temporary Use Permit for a low barrier shelter to permit up to 30 units of temporary transitional housing in "Tiny Shelters", two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, fencing and soft landscaping.

Conditions of Permit:

1. This Permit is issued subject to compliance with all relevant City of Port Alberni Bylaws, except as specifically varied or supplemented by this Permit.
2. This Permit applies to the lands described above, and any buildings, structures, and other developments thereon (hereinafter called 'the Lands').
3. The Lands and building which are subject to this Permit shall be developed in accordance with the terms and conditions of this Permit and in accordance with the following schedules:

Schedule A- Legal Plan

Schedule B- Temporary Low Barrier Shelter Development

Schedule C- Temporary Use Permit Application Package

Schedule D- BC Housing Operating Agreement

Schedule E- Letter of Intent

4. The following specific conditions must be met:
 - a. That the operator (Port Alberni Friendship Centre) adheres to the project program outlined in Schedule C and D of this permit with regards to procedures, on- and off-site support, staffing and security plans, and commitment to the neighbouring community.
 - b. No visitors outside of support, or related services shall be permitted on site.
 - c. Adequate lighting shall be provided in all areas where people will be on site and shall be shielded and reflected away from adjacent uses.
 - d. Adequate management, support staff, and security must be present during the hours of operation of the facility as outlined in the operating agreement between the Operator, Port Alberni Friendship Centre, and BC Housing Management Commission.
 - e. A security plan shall be submitted to the RCMP for review and comment.
 - f. A good neighbour agreement or letter of intent will be signed and approved by the City of Port Alberni.

September 26, 2022

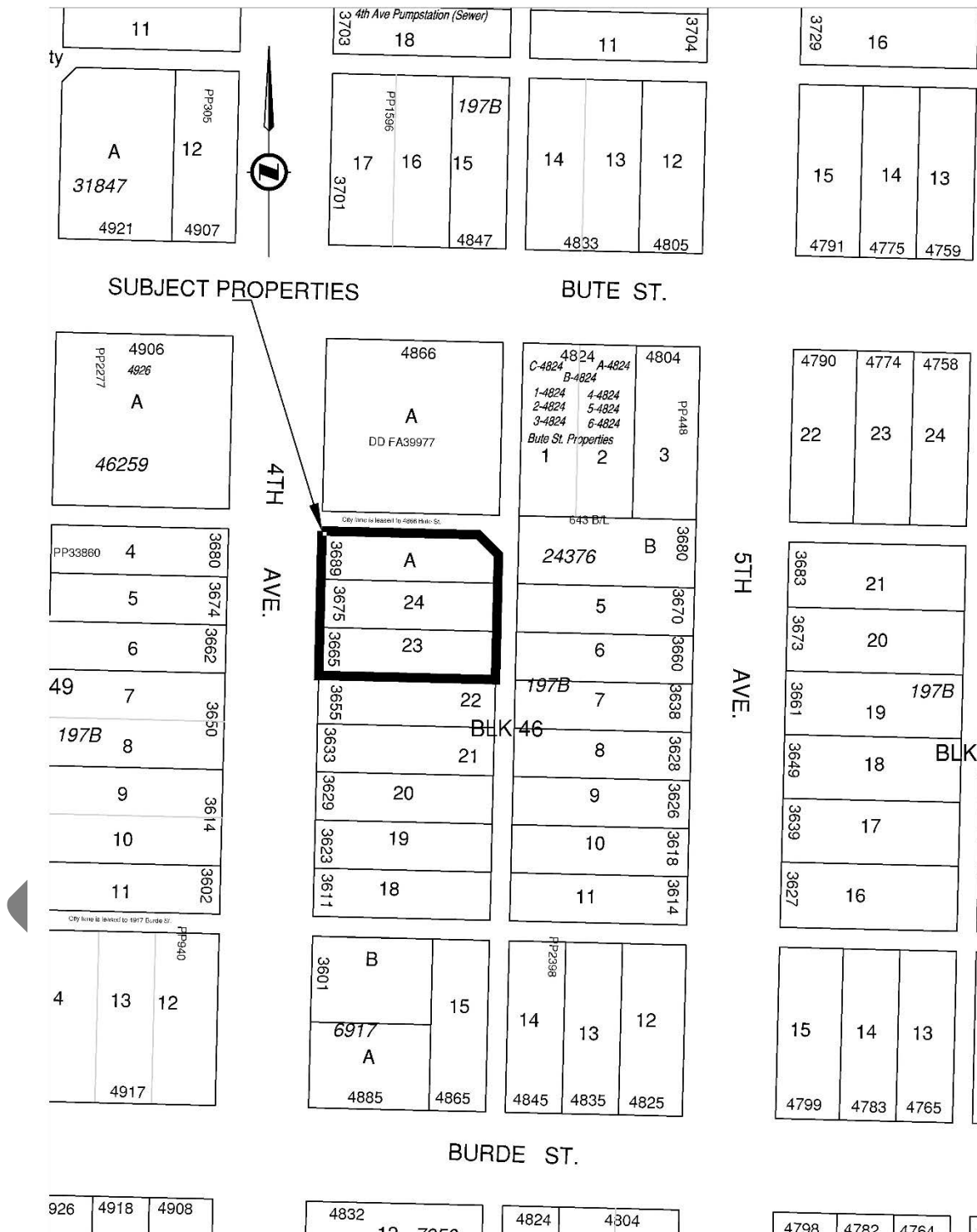
- g. All “Tiny Shelters”, office, sanitary stations, and other structures must be compliant with life safety recommendations made by third party professionals, the City and other government agencies to operate and occupy the development for a temporary low barrier shelter as described above.
5. This permit authorizes the temporary use, beginning on October 1, 2022, and expiring on October 1, 2024, at which time the rights granted under this permit will cease.
6. This permit may be extended one time, by application to Council, prior to the expiry date of October 1, 2024, for a period not more than the previously issued permit, as per the regulations set out in section 497(2) of the *Local Government Act* and Section C 3.0 of Official Community Plan Bylaw No. 4602, 2007.
7. This permit is not a building permit.
8. Any damage to City of Port Alberni property fronting the subject property will be borne by the Port Alberni Friendship Centre to repair.
9. City Council has the right to terminate this permit with any breach of the above-mentioned conditions.
10. This Temporary Use Permit is granted to the Port Alberni Friendship Centre for construction of the temporary use and operation of the temporary low barrier shelter and support services. No other agent will be permitted to operate the shelter, unless approved by City Council.

Authorized by

Corporate Officer

Mayor

Schedule A – The Lands

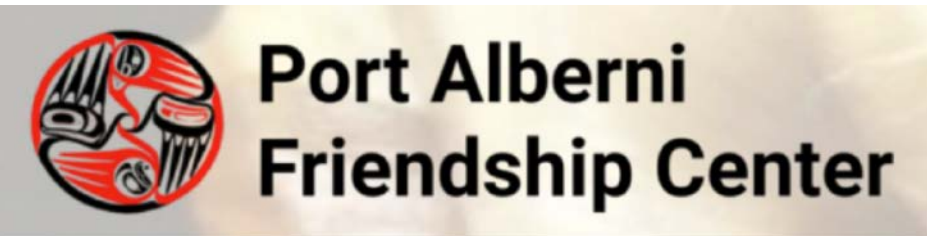


J:\Engineering\Planning\Development Applications\TempUsePermit\TUP-2022\TUP 22-01 -3665-3675-3689-4thAve-Pods\TUP 22-01 Maps\3665-3675-3689-4thAve-SiteMap.dwg, 5/5/2022 3:51:00 PM

**Schedule C –
Temporary Use Permit
Application**

DRAFT

PORT ALBERNI FRIENDSHIP CENTER - TINY SHELTERS



SITE DATA

CIVIC ADDRESS: 3689, 3675, 3655 4th AVENUE
LEGAL ADDRESS:
ZONING: C3
LOT SIZE: NOMINAL 39.37M X 35.34M = 1,391.34M² (11,176.7 FT²)
BUILDING AREA: PODS: (16 X 8.92M²) + (7 X 18.22M²) = 270.26M²
OFFICE: 3.66 X 9.14 = 33.46M²
WASHROOMS: 2 X 2.44 X 6.1 = 29.65M²
ELECTRICAL ROOM: 8.92M²
TOTAL: 342.29M² (3,683FT²)
SITE COVERAGE: 342.29/1,391.34 = 24.6%
FSR : 342.29/1,391.32 = 24.6%

PROJECT DESCRIPTION AND INTENT

THE PROJECT INTENT IS TO PROVIDE 30 TINY SHELTERS TO TO PROVIDE A SAFE AND SUPPORTIVE ENVIRONMENT FOR HOMELESS PERSONS. 30 UNITS WILL BE PROVIDED IN TOTAL, 16 STAND-ALONE UNITS AND 14 SIDE-BY-SIDE. SUPPORT WILL BE PROVIDED 24 HOURS PER DAY ON SITE BY ADMINISTRATIVE STAFF MEMBERS WORKING IN THE OFFICE/LAUNDRY BUILDING.
ON-SITE AMENITIES WILL CONSIST OF WASHROOM/SHOWERS, COMMON OUTDOOR AREAS AND GARDENS TO BE PLANTED AND MAINTAINED BY SHELTERED PERSONS. LANDSCAPING AND SITE IMPROVEMENTS WILL OCCUR ORGANICALLY OVER TIME THROUGH DONATIONS OF PLANTS, MATERIALS AND RESOURCES.
ALL BUILDINGS ON SITE ARE DESIGNED TO BE RELOCATED.
THE EXISTING SITE HAS BEEN GRADED, COVERED WITH COMPACTED DRAIN GRAVEL AND SERVICED WITH WATER, SEWER AND STORM CONNECTIONS BY THE CITY OF PORT ALBERNI. ADDITIONALLY, THE CITY HAS ERECTED A 6' CHAINLINK FENCE AROUND THE ENTIRE PERIMETER.
THE SUBJECT PROPERTIES ARE OWNED BY THE CITY OF PORT ALBERNI.

BUILDING CODE APPLICATION

THE GOVERNING BUILDING CODE IS THE BRITISH COLUMBIA BUILDING CODE 2018 (BCBC 2018) AND ALL SUBSEQUENT AMENDMENTS.

OCCUPANT LOAD

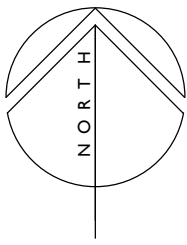
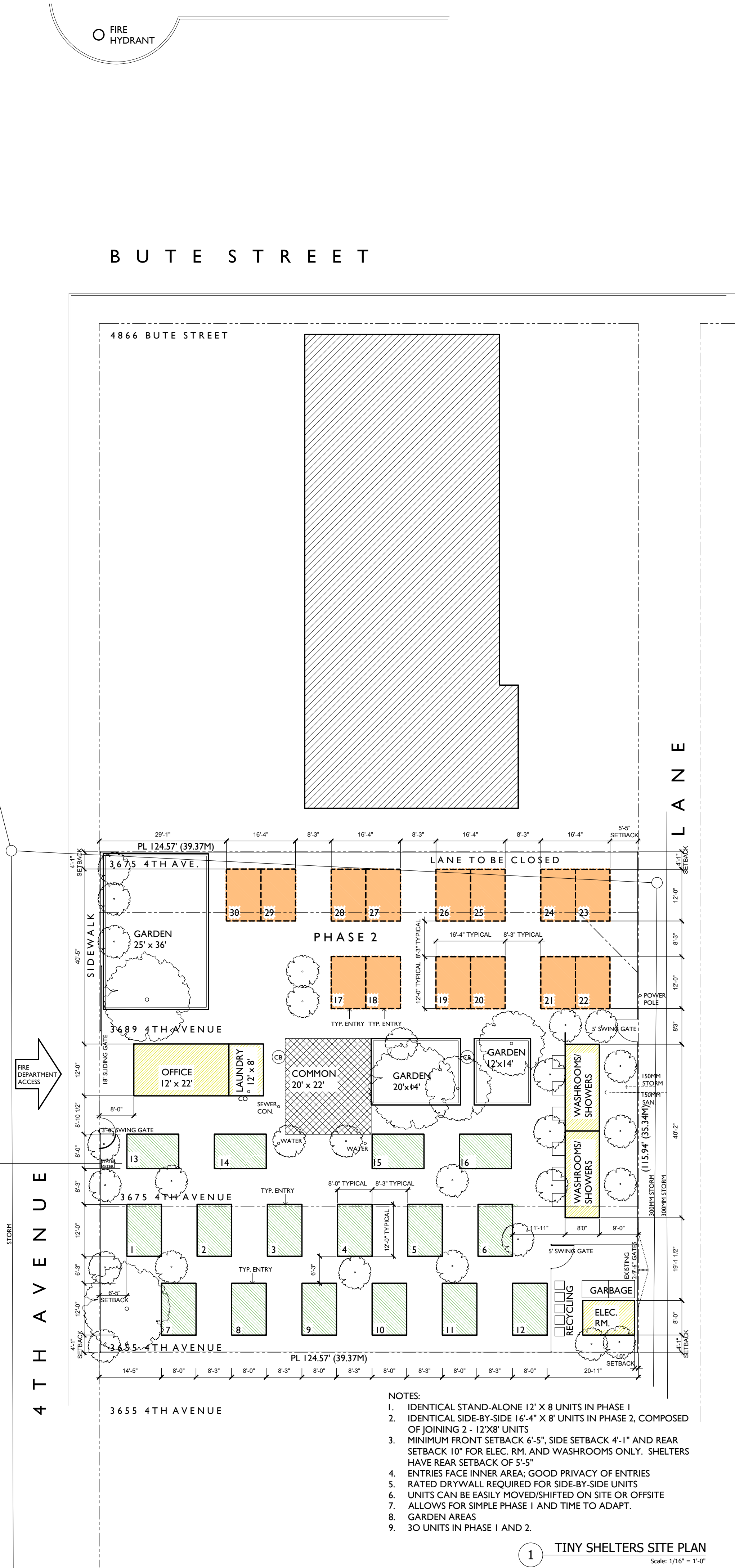
EACH UNIT IS DESIGNED TO ACCOMMODATE ONE PERSON.
TOTAL TINY SHELTERS OCCUPANT LOAD = 30 PERSONS
OFFICE OCCUPANT LOAD = 2 PERSONS
TOTAL OCCUPANT LOAD = 32 PERSONS
PER BCBC 2018 3.7.2.2.(10), THE NUMBER OF WATER CLOSETS FOR A CARE OR RESIDENTIAL OCCUPANCY SHALL BE AT LEAST ONE FOR EACH 10 PERSONS OF EACH SEX.
WCs REQUIRED FOR EACH SEX: 15/10 => 2 (4 IN TOTAL)
WCs/SHOWERS/LAVATORIES PROVIDED: 6



2 TINY SHELTERS CONTEXT PLAN
NO SCALE

TEMPORARY USE PERMIT APPLICATION DRAWINGS

SEPTEMBER 20, 2022



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DIMAS CRAVEIRO
ARCHITECT
211 - 211 COLUMBIA STREET
VANCOUVER, B.C. V6A 2R5
T: 604 484 0094

Stamp

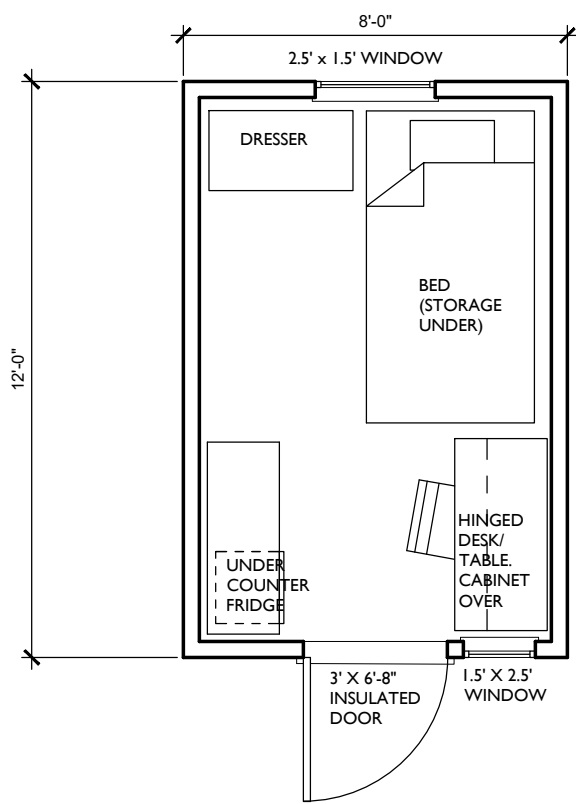
Project:
PORT ALBERNI FRIENDSHIP
CENTER: TINY SHELTERS

3689,3675,3655 4TH AVENUE
PORT ALBERNI, BC.

Title:
SITE PLAN
SITE DATE
PROJECT DESCRIPTION &
INTENT

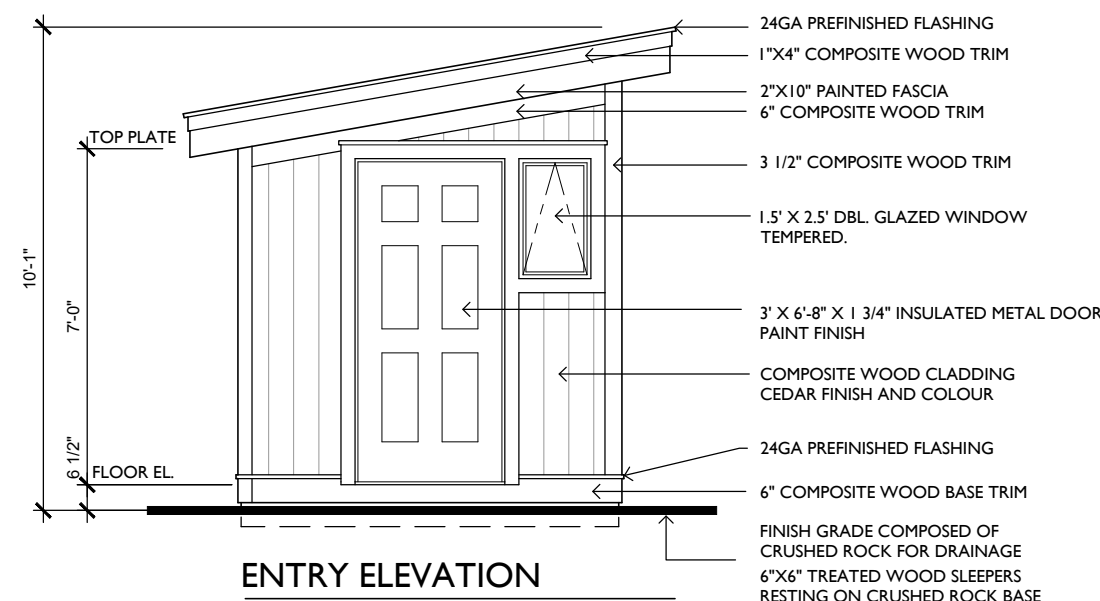
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2 OFFICE / LAUNDRY PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

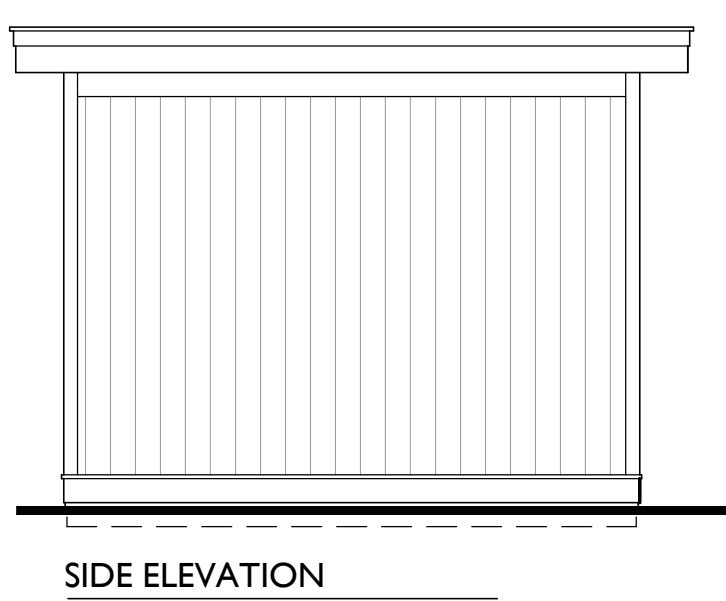


SINGLE UNIT FLOOR PLAN

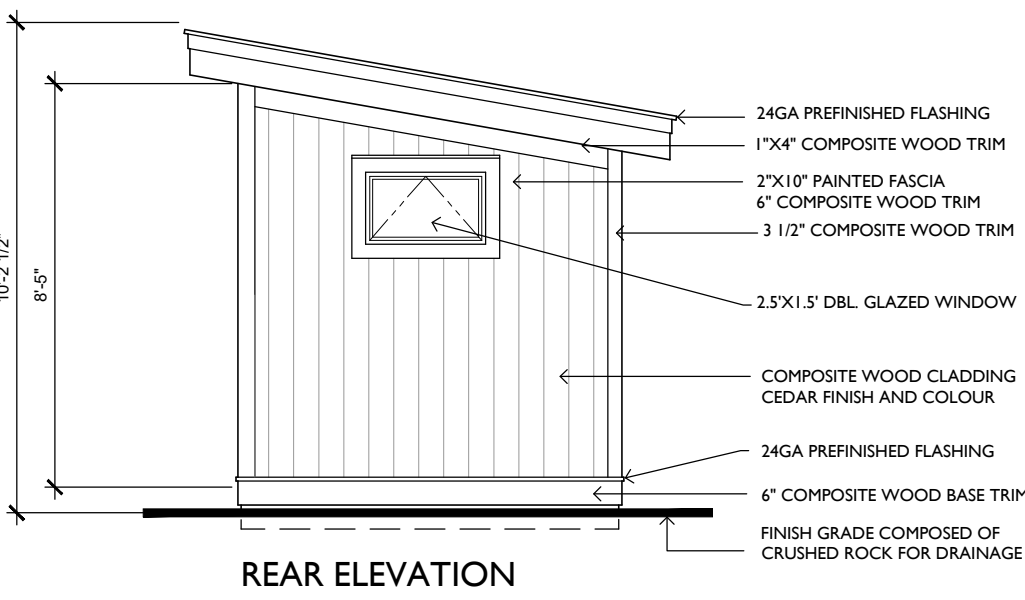
- NOTES:
1. EXTERIOR WALLS TO BE 2X4 WITH FULLY FOAMED POLYURETHANE INSULATION.
 2. FLOORS TO BE 2X6 WITH FULLY FOAMED POLYURETHANE INSULATION.
 3. ROOFS TO BE 2X6 WITH FOAMED POLYURETHANE INSULATION.
 4. ALL CLADDING TO BE UP SMARTSIDE CEDAR FINISH PANNELLING WITH CAULKED JOINTS AND VERTICAL BATTENS AT JOINTS.
 5. ALL UNITS INTENDED TO HAVE PREFINISHED BIRCH PLYWOOD INTERIORS.
 6. ALL TRIM TO BE UP SMARTSIDE IN CONTRASTING COLOUR TO BE SELECTED BY CLIENT.
 7. INSULATED EXTERIOR WALL BLOCKOUT TO BE PROVIDED FOR FUTURE THROUGH-WALL AC UNIT. LOCATION TO BE SELECTED BY CLIENT.
 8. ALL UNITS TO HAVE CONTINUOUS MECHANICAL VENTILATION WITH HUMIDITY CONTROL.



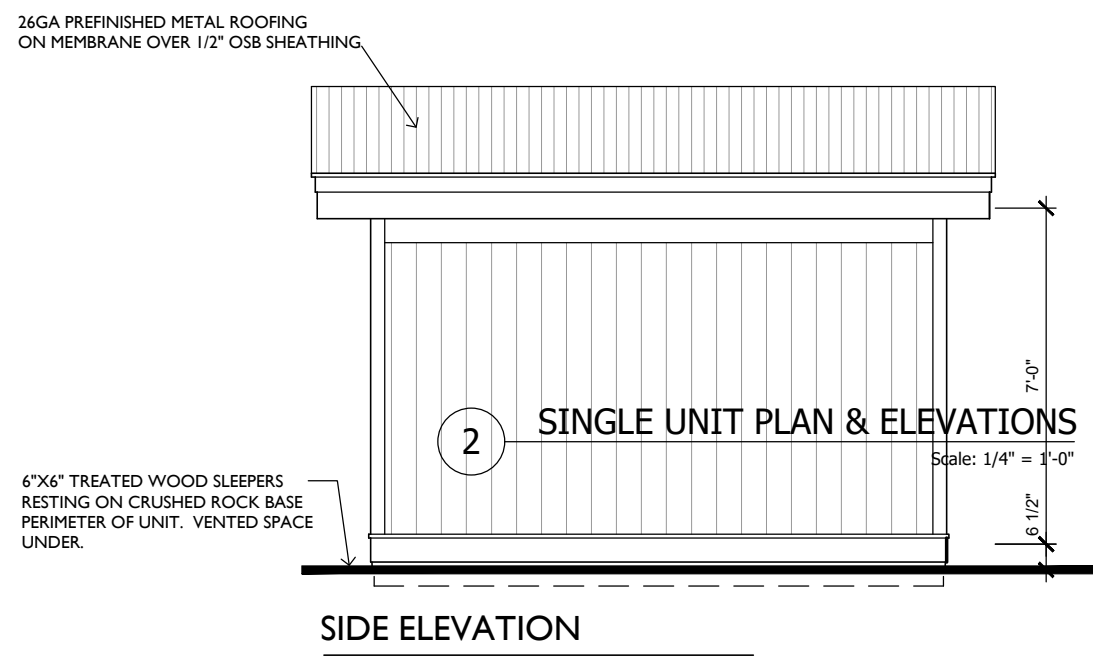
ENTRY ELEVATION



SIDE ELEVATION



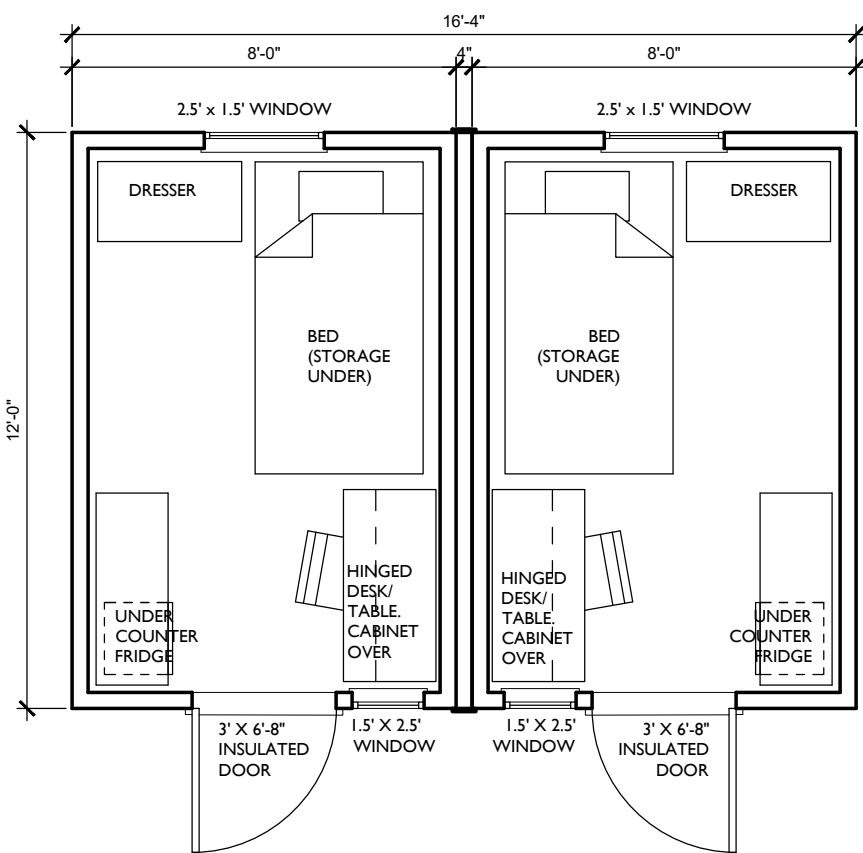
REAR ELEVATION



SIDE ELEVATION

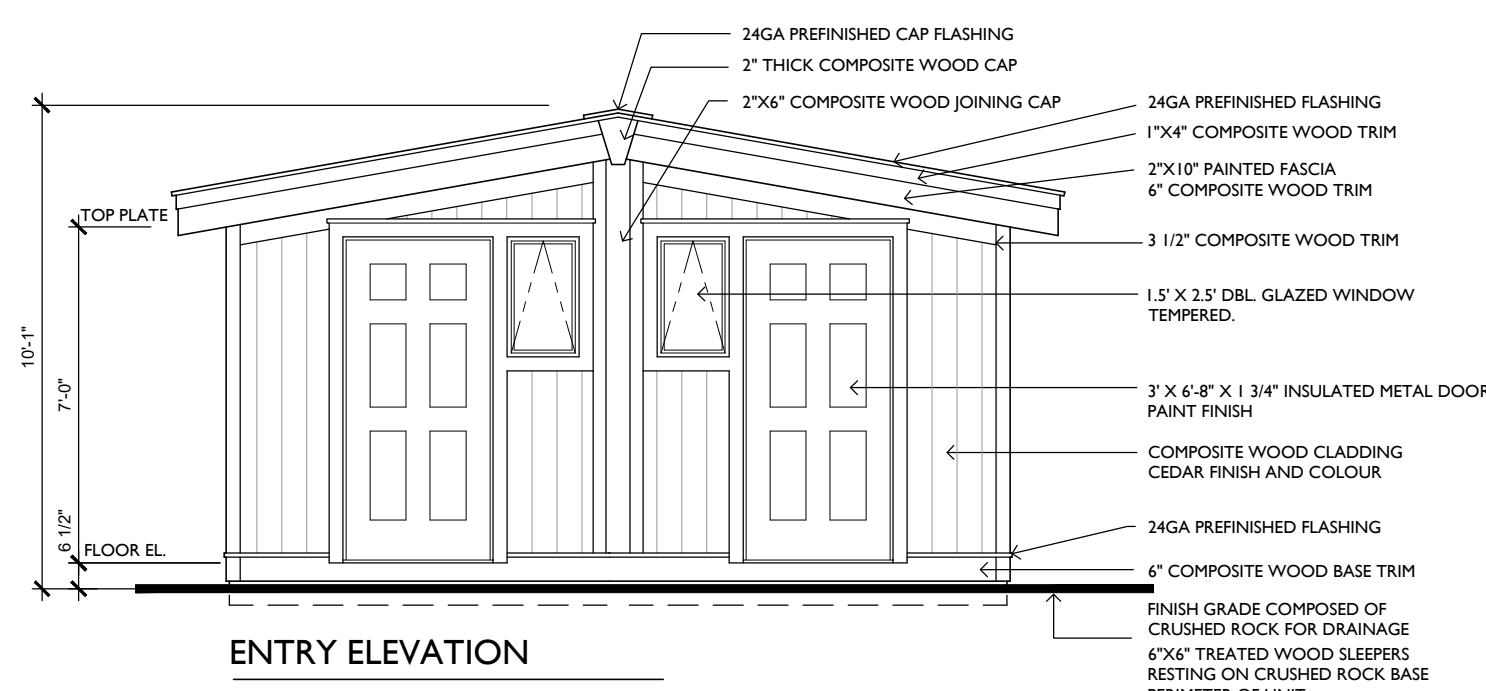
2 SINGLE UNIT PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

1 SINGLE UNIT PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

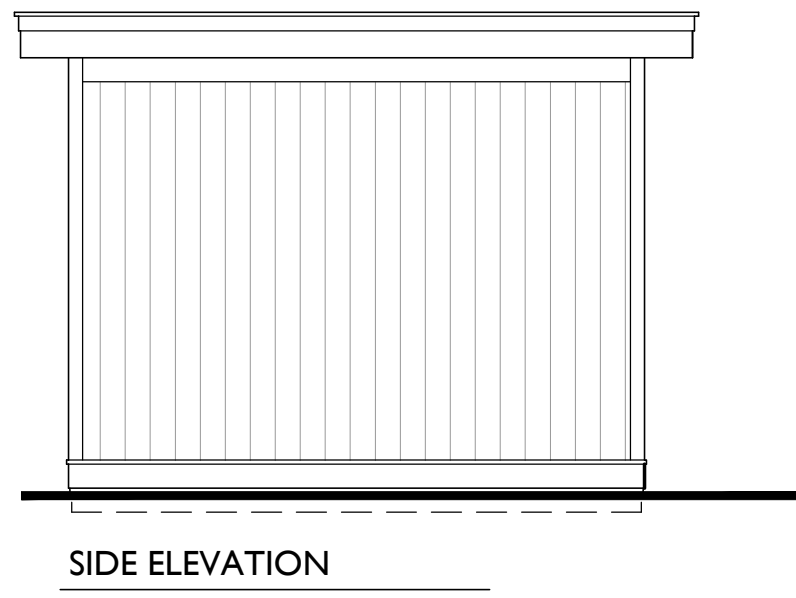


DOUBLE UNIT FLOOR PLAN

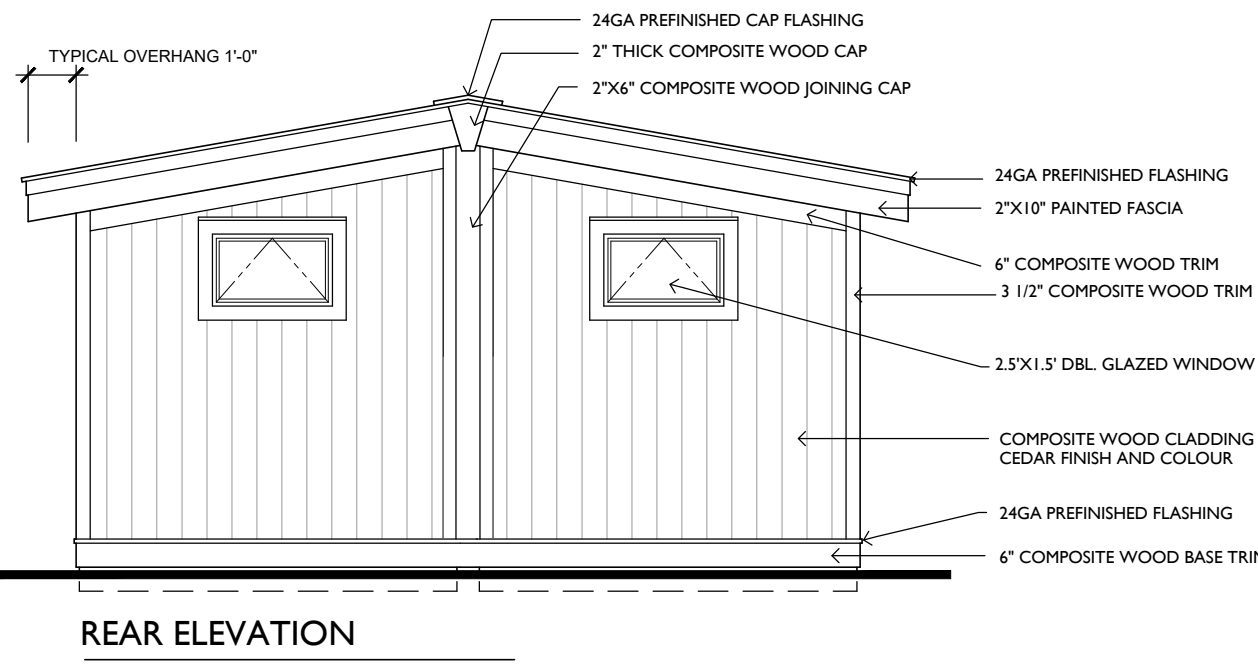
- NOTES:
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 2. FLOORS TO BE 2X6 WITH FULLY FOAMED POLYURETHANE INSULATION.
 3. ROOFS TO BE 2X6 WITH FOAMED POLYURETHANE INSULATION.
 4. ALL CLADDING TO BE UP SMARTSIDE CEDAR FINISH PANNELLING WITH CAULKED JOINTS AND VERTICAL BATTENS AT JOINTS.
 5. ALL UNITS INTENDED TO HAVE PREFINISHED BIRCH PLYWOOD INTERIORS.
 6. ALL TRIM TO BE UP SMARTSIDE IN CONTRASTING COLOUR TO BE SELECTED BY CLIENT.
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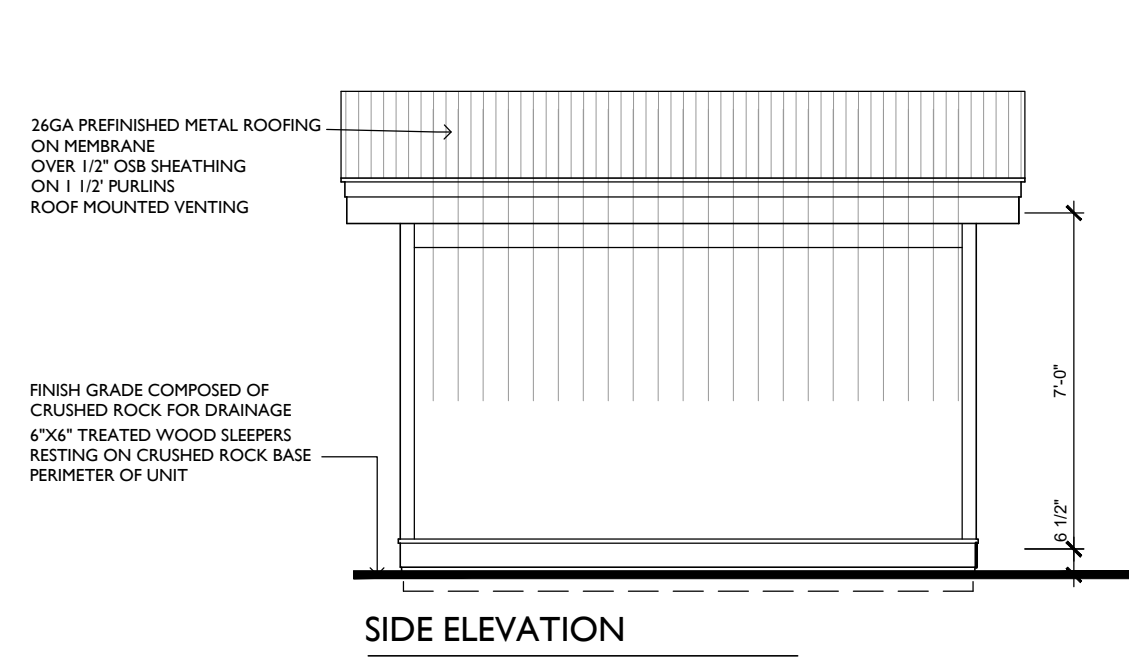
ENTRY ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

2 DOUBLE UNIT PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

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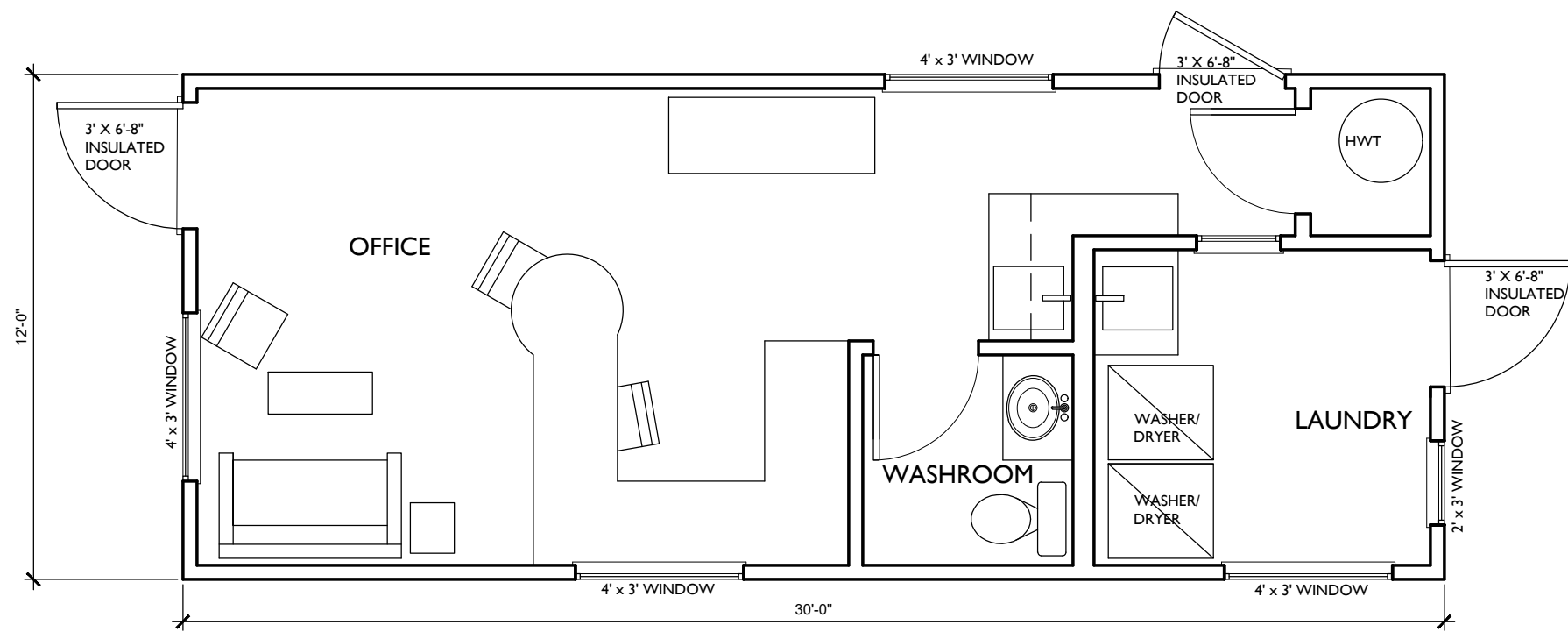
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Project:
**PORT ALBERNI FRIENDSHIP
CENTRE:
TINY SHELTERS**

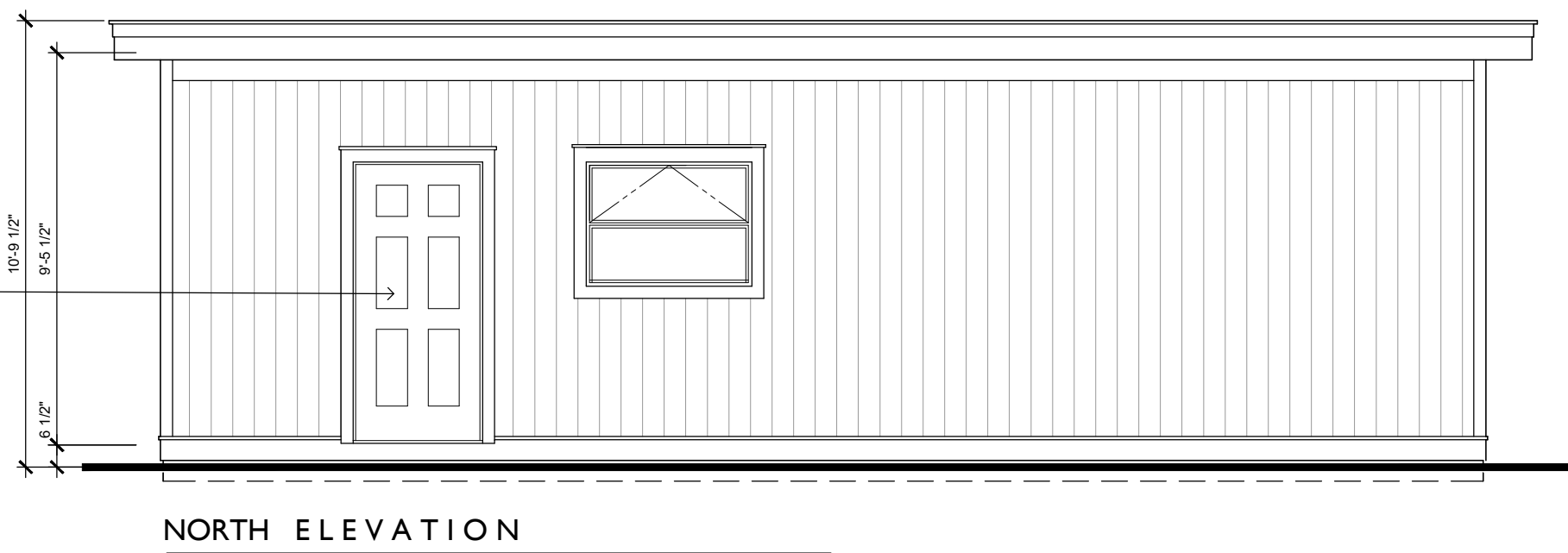
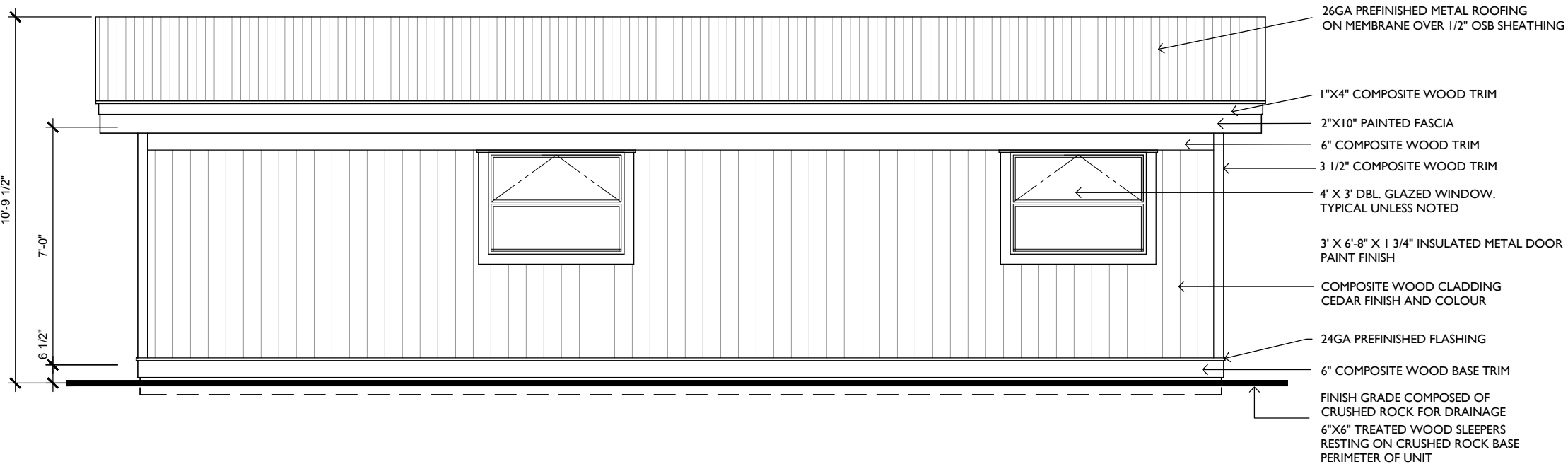
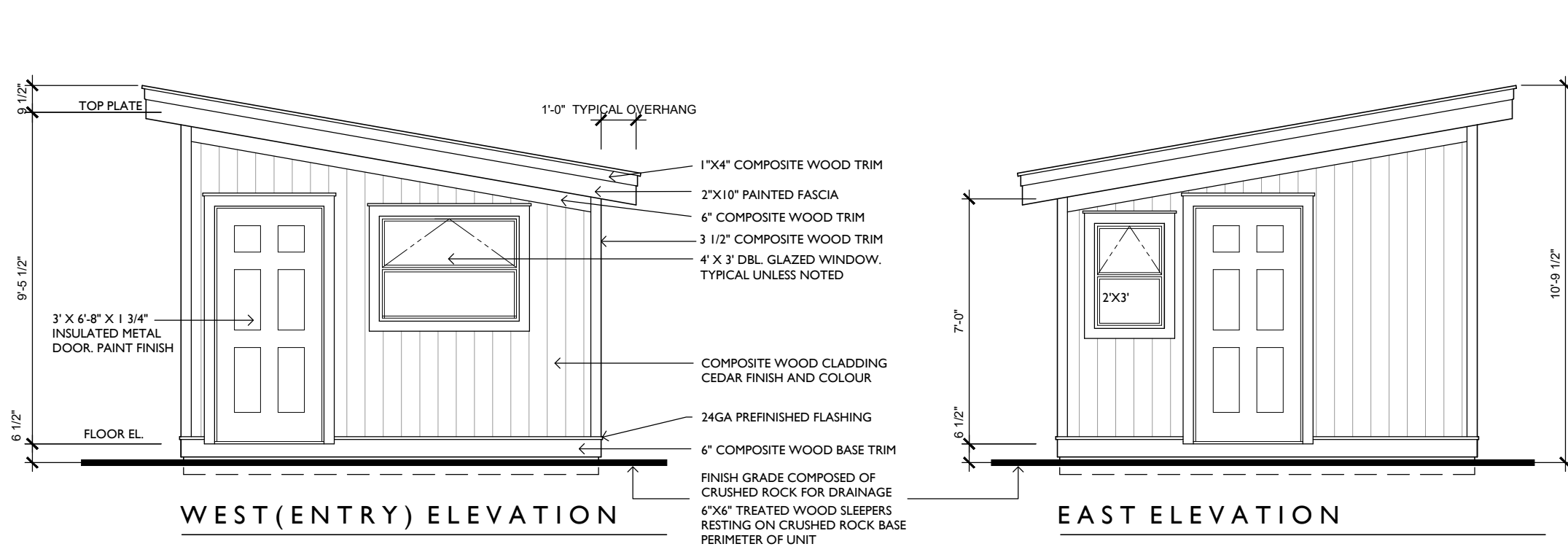
PORT ALBERNI, BC.

Title:
**SINGLE SHELTER
DOUBLE SHELTER**

Date	2022 SEPT.	Drawing
Job No.		A0
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		C



OFFICE & LAUNDRY FLOOR PLAN (360 SQ. FT.)



2 OFFICE / LAUNDRY PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

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Project:
**PORT ALBERNI FRIENDSHIP
CENTRE: TINY SHELTERS**

**3689, 3675, 3665 4th AVENUE
PORT ALBERNI, BC.**

Title:
**OFFICE / LAUNDRY
DETAILS**

Date	2022 AUG.	Drawing
Job No.		A0
Drawn BM	Checked DC	
Scale AS NOTED	Revision C	

**Schedule D—
BC Housing Operating
Agreement**

DRAFT



OPERATING AGREEMENT

THIS AGREEMENT is dated for reference June 22, 2022

BCH File 96051-02 / 11140

BETWEEN

THE PORT ALBERNI FRIENDSHIP CENTRE

3555 4th Avenue, Port Alberni, British Columbia, V9Y 4H3

(the "Provider")

AND

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to the Development at

3600 Block of 4th Avenue, Port Alberni, British Columbia

AGREEMENT SUMMARY

PART 1 – BACKGROUND

1. The goal of the this Agreement is to provide safe and affordable housing, together with necessary support services, to individuals who are experiencing Homelessness or are At Risk of Homelessness.
2. The Development is leased by the City of Port Alberni to the Provider and operated by the Provider under this Agreement. The Provider has entered into a two (2) year Lease Agreement which commences on [REDACTED].
3. The Development consists of thirty (30) Residential Units for individuals who are experiencing Homelessness or are At Risk of Homelessness. The Provider will operate the Development, and BC Housing will provide funding, in accordance with the terms of this Agreement. The Provider will ensure that Support Services and programming are delivered to Residents in a way that is culturally appropriate.
4. BC Housing and the Provider are working together to help Residents acquire and maintain housing, and to accomplish this goal, each party recognizes that it is essential to connect Residents with supports that meet their immediate need.
5. The management of property and the delivery of services under this Agreement are guided by these principles:
 - a. services are accessible and Resident-focused;
 - b. operations are financially, physically and environmentally sustainable;
 - c. an atmosphere of dignity and respect for all Residents is to be maintained; and
 - d. service provision is collaborative to improve service effectiveness;
 - e. operations are transparent and accountable.
6. BC Housing and the Provider will work together in good faith to openly confront issues and challenges, and attempt to resolve them expeditiously, always keeping the best interests of the Residents in mind.
7. **Acknowledgements.**
 - a. The Provider is entering into this Agreement to manage and operate the Development and to deliver Support Services, and will do so in a proper, efficient and timely manner as would a prudent operator of similar property and services, and its fundamental purpose in doing so is to benefit the public interest.
 - b. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constating Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
 - c. BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
 - d. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Development. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, Resident management and support, and services which specifically relate to the Development and its location.
 - e. The Provider and board are expected to create an environment that is supportive of the needs of the Residents and provide a sense of community within the Development and to that purpose may provide resident services and activities not funded by this Agreement.

PART 2 – SERVICE DESCRIPTION

1. The Provider will deliver services, including Support Services, which are beneficial to Residents at the Development. The Support Services are intended to help Residents achieve and maintain stability in housing, enhance access to other community-based supports and services, and strengthen and foster their ability to live more independently. Support Services include:
 - a. supporting Residents to maintain their residencies, including but not limited to:
 - i. directly assisting with room de-cluttering;
 - ii. repayment plans for outstanding Resident Rent Contributions;

- b. individual or group Support Services such as: life skills; community information; social and recreational programs;
- c. connecting Residents to community supports and services such as: education; employment; health; life skills; independent Housing;
- d. case planning and Resident needs assessment;
- e. assistance with Income Assistance, Pension Benefits, Disability Benefits, obtaining a BC Identification Card, or establishing a bank account as appropriate;
- f. three (3) Meals per day; and
- g. five (5) Staff persons, as outlined in the approved staffing schedule which may be mutually amended from time to time, providing on-site support coverage twenty-four (24) hours per day, seven (7) days per week.

PART 3 – AGREEMENT

1. TERM.

- a. This Agreement will start [◆DATE] and end on [◆DATE], unless earlier terminated in accordance with this Agreement.
- b. In no circumstances will this Agreement survive the expiry or earlier termination of the Lease Agreement.

2. STANDARDS AND OUTCOMES.

- a. The Provider will meet its obligations under this Agreement throughout the Term and will provide written reports and other matters in an acceptable form as outlined in *Schedules B and C*.
- b. The Provider will work collaboratively with other community partners to achieve the standards and outcomes established in this Agreement.

3. PAYMENT.

The Operating Subsidy and the Support Services Subsidy will be based on an annual budget approved by BC Housing, and provided directly to the Provider for such other matters as set out in *Schedule B*.

4. ENTIRE AGREEMENT.

All of the Schedules attached to this Agreement are an integral part of this Agreement:

Schedule A – General Provisions

Schedule B – Financial

Schedule C – Monitoring and Reporting

Schedule D – Resident and Staff Management

Schedule E – Authorization to Disclose Personal Information

Schedule F – Insurance

This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement.

THE PORT ALBERNI FRIENDSHIP CENTRE

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

1. **"Assets"** means that the household (applicant and spouse) have less than \$100,000.00 in assets, as defined by BC Housing's Rent Calculation Guide, which may be changed from time to time
2. **"At Risk of Homelessness"** means individuals and families living in accommodation where tenancy will be terminated within three (3) months of application (e.g., given notice by landlord) and having no other Housing options, or living in time-limited housing designed to help them transition from Homelessness to living in a more permanent form of Housing (e.g., transitional housing or second-stage housing).
3. **"Coordinated Access and Assessment (CAA)"** means the process to ensure that individuals experiencing homelessness have fair and equitable access to appropriate housing. The system provides a common assessment process, using the Vulnerability Assessment Tool (VAT), and a single point of entry for individuals experiencing homelessness.
4. **"Commencement Date"** means the first day of the Term in the *Agreement Summary, Part 3, Clause 1*.
5. **"Constituting Documents"** means the constitution and bylaws of the Provider, including any amendments, registered with the appropriate registry.
6. **"Database(s)"** means the computer applications provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
7. **"Declaration of Income and Assets"** means the declaration to be completed by a Resident as evidence of the Income and Assets of that Resident.
8. **"Development"** means the housing development operated by the Provider.
9. **"Event of Default"** has the meaning set out in *Schedule A, Part G, Clause 1*.
10. **"Fiscal Year"** means the Fiscal Year of the Provider as of the reference date of this Agreement, or as revised after agreement between BC Housing and the Provider.
11. **"Homelessness"** refers to a situation where an individual or family is not stably Housed or is living in temporary accommodation where they do not have control over the length and conditions of tenure and do not have adequate personal space. This includes living in: public spaces without legal claim (e.g., on the streets, in abandoned buildings or in tent cities); a homeless shelter, a transition house, a public facility or service (e.g., hospital, care facility, rehabilitation or treatment centre, correctional facility) and cannot return to Housing; or where they are financially, sexually, physically or emotionally exploited to maintain their shelter.
12. **"Housed or Housing"** is defined as accommodation allowing for tenancy of more than thirty (30) days, under conditions in which the individual/family has adequate personal space. This range includes supportive, transitional housing to independent social or private market housing. This definition does not include emergency shelters or transition houses.
13. **"Housing Income Limits"** (HILs) represents the maximum income for eligibility to be a Resident. This maximum will be established by BC Housing from time to time.
14. **"Income"** of a Resident means the total income before income tax from all sources of the Resident in accordance with the Rent Scale.
15. **"Land"** means all lands and improvements, including the Development, situated at **3600 Block of 4th Avenue, Port Alberni, British Columbia**, and legally described as PID _____.
16. **"Lease Agreement"** means the two (2) year lease agreement, entered into between the City of Port Alberni and the Provider regarding the Land, as registered in the Land Title Office under registration number _____.
17. **"LGBT2Q+"** is an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities
18. **"Maintenance Plan"** means the maintenance standards and practices required to preserve the Development.
19. **"Manageable Costs"** are costs that the Provider, or a prudent operator of similar property and services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, maintenance and administration.
20. **"Meal"** means portions of food from at least three (3) of the food groups in the Eating Well with Canada's Food Guide sufficient to meet the intake requirements outlined in the Eating Well with Canada's Food Guide.

21. **"Non-Manageable Costs"** are costs that the Provider, or a prudent operator of similar property and services, is not reasonably expected to control or manage, including but not necessarily limited to insurance and utilities.
22. **"Operating Budget"** means the annual budget for the Development approved by BC Housing. The Operating Budget will include a staffing schedule, but not include any expenses for the Development paid for directly by BC Housing as set out in this Agreement.
23. **"Operating Deficit"** means the shortfall of revenue compared to expenses as dictated by the approved Operating Budget, Support Services Budget and/or approved by BC Housing.
24. **"Operating Subsidy"** has the meaning ascribed to it in *Schedule B*.
25. **"Operating Surplus"** means the excess of revenue over expenses as dictated by the approved Operating Budget, Support Services Budget and/or approved by BC Housing.
26. **"Record"** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
27. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
28. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
29. **"Resident Rent Contribution"** means the amount a Resident is obliged to contribute monthly to the Provider for a Residential Unit based on the Rent Scale.
30. **"Residential Revenue"** means all other net revenues received by the Provider from the Development or activities directly related to the Development other than Resident Rent Contributions and rooftop leases including but not limited to parking fees, laundry machines, vending machines, meal tickets, satellite dishes etc.
31. **"Residential Unit"** means a residential dwelling within the Development.
32. **"SHR"** means the Supportive Housing Registration Service (SHR), being a comprehensive vacancy management system and housing information service for applicants and providers of subsidized rental housing with current application information for applicants who are homeless or At Risk of Homelessness and who require support services to achieve successful residencies.
33. **"Staff"** means personnel who will maintain a presence in the Development to provide safety, security, administrative and other services to Residents.
34. **"Support Services"** means social support programs that encourage and enhance the well being, independence and self-reliance of Residents in the Development as agreed to between the Provider and BC Housing as set out in this Agreement.
35. **"Support Services Budget"** means the annual budget for the Support Services prepared by the Provider and approved by BC Housing as set out in *Schedule B*.
36. **"Support Services Subsidy"** has the meaning ascribed to it in *Schedule B*.
37. **"Term"** means the period set out in *Agreement Summary, Part 3, Clause 1*.
38. **"Vulnerability Assessment Tool (VAT)"** means the assessment tool used to measure an individual's level of vulnerability. The tool is designed for use by service providers accustomed to interacting directly with individuals experiencing homelessness. Training is required to ensure reliable application of the tool. The results are then used by the Provider, or through the CAA process where applicable, to appropriately match clients with housing.

B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
 - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
 - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
 - a. operate as a non-profit entity;
 - b. remain in good standing with the appropriate registry;
 - c. have a purpose that is consistent with the goals and principles of this Agreement;

- d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
 - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
 - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
 - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
 - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and Resident management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
4. **Conflict of Interest.** The Provider will:
- a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
 - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
 - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement. The Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Clients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Disposition and Encumbrance.** The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
8. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
9. **Maintenance.** The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community

in which the Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:

- a. developing a Maintenance Plan for the Development;
- b. all routine maintenance and repair work;
- c. routine inspections to ensure safety hazards are identified and corrected;
- d. regular fire inspections, drills, testing, maintenance, training and maintaining records in respect of the same; and
- e. routine waste management services.

10. Inspection. The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement at any time.

C. RESPONSIBILITY OF BC HOUSING

1. BC Housing will:

- a. assign a BC Housing representative to act as liaison with the Provider;
- b. support the Provider where appropriate in delivering the Support Services to meet the objectives and provisions in this Agreement. To this end BC Housing will work cooperatively with the Provider, taking into account its operational realities and recognizing the Provider's need for adequate financial and organizational resources to meet its obligation of providing Support Services to Residents in need;
- c. provide timely responses to issues raised by the Provider to ensure the Provider receives adequate support;
- d. monitor the operation of the Support Services and the use by the Provider of funding from BC Housing in accordance with this Agreement, to ensure that the standards, objectives and expectations in this Agreement are met; and
- e. develop provincial standards and guidelines in partnership with funded service providers and provide clear guidelines and expectations for the provision of Support Services.

D. RECORDS

1. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
2. **Procedures and Processes.** The Provider will:
 - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized collection, use, disclosure or destruction of information relating to its obligations under this Agreement;
 - b. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
 - c. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
3. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
4. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

E. LIABILITY

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other

persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.

2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
3. **Survival.** The indemnities set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.

F. DISPUTE RESOLUTION

1. **Dispute Resolution.** The parties agree that the following dispute resolution process will be used:
 - a. A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
 - b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
 - c. After dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

G. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;
 - a. the Provider fails to comply with any provision of this Agreement;
 - b. the Provider fails to remain in good standing with the appropriate registry;
 - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
 - d. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
 - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
3. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
4. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy, reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement.
5. **Appointment of Receiver.** As an alternative to exercising any right of termination provided under this Agreement, BC Housing may elect to appoint, or request a court of competent jurisdiction to appoint, a receiver, with or without bond as BC Housing or the court may determine, and, from time to time, may remove any receiver so appointed and appoint another in its place, or request the court to do so. A receiver so appointed is not an officer or agent of BC Housing, and has all

the necessary and exclusive power to deal with the obligations of this Agreement including the power to:

- a. take control, possession and direction of the Development and the Provider's assets in connection with this Agreement, and carry on the business of the Provider in operating, managing and maintaining the assets in accordance with this Agreement;
- b. demand and recover all the income of the Development by direct action, distress or otherwise, in the name of either the Provider or BC Housing;
- c. observe or perform, on behalf of the Provider, all the Provider's obligations under this Agreement and any other contracts pertaining to the Development;
- d. give receipts, on behalf of the Provider, for any money received; and
- e. carry out such other powers as the court may order.

6. Application of Revenue. The Provider acknowledges that the receiver will apply the gross revenue from the Development, which it recovers or receives from time to time, as follows:

- a. firstly, in payment of all costs, charges and expenses of or incidental to the appointment of the receiver and the exercise by it of all or any of its powers, including the reasonable remuneration of the receiver which is to be approved by BC Housing, and all outgoings properly payable by the receiver, together with all legal costs in respect thereof on a solicitor and client basis;
- b. secondly, in payment of all operating expenses under an Operating Budget and/or Support Services Budget;
- c. thirdly, if required by BC Housing, in repayment of any applicable subsidies and accumulated funds; and
- d. lastly, to pay any balance to BC Housing.

7. No Liability. The Provider acknowledges and agrees that:

- a. BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
- b. the receiver will be under no liability to the Provider for any act or omission of the receiver.

8. Early Termination. Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:

- a. upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
- b. upon the Provider ceasing to operate on a non-profit basis; or
- c. upon the dissolution of the Provider.

9. Termination arising from Damage or Destruction. If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, BC Housing may, at its sole option, terminate this Agreement by delivering written notice of immediate termination to the Provider.

10. Termination Without Cause. Either party may terminate this Agreement at any time during the Term by giving to the other party 90 days' written notice and this Agreement will terminate on the 90th day following receipt of such notice.

11. Adjustments on Termination. Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

H. GENERAL PROVISIONS AND INTERPRETATION

- 1. Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
- 2. Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
- 3. Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
- 4. Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified

in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.

5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.
7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
9. **Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
12. **Assignment and Subcontracting.**
 - a. The Provider will not without the prior written consent of BC Housing:
 - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
 - ii. subcontract any obligation of the Provider under this Agreement.
 - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

SCHEDULE B – FINANCIAL

A. BUDGET SUBMISSION AND APPROVAL**1. Budget Submission.**

- a. At least four (4) months prior to the end of each Fiscal Year, the Provider will submit to BC Housing for approval their proposed budget for the upcoming Fiscal Year, in a format approved by BC Housing. The budget will be presented in a combined format but must clearly and separately identify which expenses are to be allocated toward each of the following:
 - i. Operating Budget; and
 - ii. Support Services Budget.
- b. The Provider's annual budget submission will show the anticipated gross Resident Rent Contributions and other Residential Revenues for the Development together with all anticipated operating expenses, including utilities, supplies, insurance, wages and administrative fees, replacement of capital items, and maintenance and repair costs.
- c. The Provider will also submit, at the same time as the proposed budget, a staffing schedule for the subsequent Fiscal Year in a format approved by BC Housing from time to time.

2. Budget Approval.

- a. BC Housing will endeavour to approve the Operating and Support Services Budgets for any Fiscal Year prior to the start of that Fiscal Year. The budget submissions will follow the account codes used by BC Housing and such account codes may be changed from time to time with at least thirty (30) days' written notice.

B. SUBSIDY PAYMENT

1. **Monthly Payment.** The Operating Subsidy and the Support Services Subsidy will be paid to the Provider in advance on a monthly basis, and reconciled annually or mid-year. The Provider will maintain a bank account to facilitate electronic fund transfers.

C. RESIDENT RENT CONTRIBUTION

1. **Rent Scale.** The Provider will set the rent at a flat rate of the maximum Income Assistance shelter rate. The current flat rate is \$375.
2. **Online Rent Calculation.** As directed by BC Housing, the Provider will enter into an online rent calculation agreement with BC Housing. Where applicable, the Provider will use BC Housing's online rent calculation system to enter new or updated Resident information, Income and Resident Rent Contribution information, including the Declaration of Income and Assets.

D. OPERATING BUDGET

1. Revenues and Expenses.
 - a. The Provider will be responsible for collecting all Resident Rent Contributions and other Residential Revenue for the Development and the Provider will be responsible for paying out of such revenues all costs associated with the operation of the Development. Such costs may include, but are not limited to:
 - i. liability insurance;
 - ii. sewer, water and garbage pickup;
 - iii. utilities;
 - iv. staffing costs directly related to operating the Development;
 - v. costs for general building maintenance, materials and supplies as required;
 - vi. day-to-day repair and/or replacement of furniture, equipment and appliances such as, stoves, refrigerators, drapes, blinds, floor coverings, washers, dryers, etc.; and
 - vii. administration costs, including accounting and legal fees, if applicable.

E. SUPPORT SERVICES BUDGET

1. **Support Services Subsidy.** BC Housing will allocate funds to enable the Provider to deliver Support Services to the Residents.
2. **Expenses.** The Provider will be responsible for applying the Support Services Subsidy to pay for all costs associated with the provision of Support Services. Such costs will include, but are not limited to:

- a. liability and other insurance required to be provided by the Provider hereunder, except to the extent such insurance may already be carried by the Provider and attributable to its operations other than the provision of the Support Services;
 - b. staffing costs in relation to the Support Services; and
 - c. applicable administration costs, including accounting and legal fees.
- F. OPERATING DEFICIT AND SURPLUS**
 - 1. **Operating Deficit.** The Provider is solely responsible for covering any Manageable Cost increases in any Fiscal Year. In the event that there are unanticipated increases in Non-Manageable Costs, BC Housing may cover such costs through:
 - a. a mid-year budget adjustment that increases the subsidy; or
 - b. an extraordinary expense payment.
 - 2. **Operating Surplus.** If, at any time, the Provider accumulates an Operating Surplus, BC Housing in its sole discretion, may:
 - a. require the Provider to make a repayment to BC Housing, in an amount to be determined by BC Housing; or
 - b. allow the Provider to retain a portion of the Operating Surplus, in which case the Provider may make expenditures, as approved by BC Housing, to:
 - i. make payments for programs for the benefit of the Residents where such programs are related to the Support Services and are consistent with the goals of this Agreement; or
 - ii. make payments for capital repairs, renovations or improvements at the Development.
- G. TRANSFER OF FUNDS**
 - 1. **Transfer of Funds.** Upon the termination of this Agreement, regardless of cause or at the request of BC Housing, all security deposits and accumulated Operating Surplus obtained by the Provider pursuant to this Agreement will be transferred to BC Housing and a reconciliation of the operating balance will be forwarded.
- H. FINANCIAL MANAGEMENT AND ADMINISTRATION**
 - 1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the Development and, in particular, will:
 - a. establish and maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to BC Housing, to be used as the basis for the calculation of the payment as set out in *Schedule B*
 - b. the Provider is responsible for ensuring that Operating Surpluses and accumulated interest are invested and managed in a separate account; and
 - c. have sound financial operating written policies and procedures in place, including record keeping and financial statements in accordance with Canadian Accounting Standards.
 - 2. **Auditor.** The Provider will appoint an auditor of the Provider who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of the Provider. The Provider will cause the auditor to audit the financial statements of the Provider. BC Housing reserves the right to decrease these requirements at its sole discretion.
 - 3. **Administration.** The Provider will
 - a. maintain a company bank account to facilitate electronic fund transfers;
 - b. collect audit arrears; and
 - c. develop purchasing guidelines that include selection criteria for contracting service provision to third parties.
- I. ANNUAL FINANCIAL REVIEW**

BC Housing will conduct an annual financial review of the Provider. To facilitate the annual financial review, the Provider will:

 - 1. submit audited financial statements, and a copy of the related auditor's management letter to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides services in addition to those provided under this Agreement (e.g., outreach, affordable housing, etc.), the audited financial statement will include a separate

- Schedule of Revenue and Expenditure for each service provided in a format approved by BC Housing from time to time;
2. include details of any funding received from another agency or organization and used by the Provider to co-fund the management of the Development and the delivery of Support Services;
 3. provide an auditor's letter or notes with the financial statements indicating that any Operating Surplus is being spent and accounted for as provided in this Agreement; and
 4. submit other financial information requested by BC Housing in a format approved by BC Housing from time to time.

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SCHEDULE C – MONITORING AND REPORTING

A. REPORTING

1. Regular reporting allows BC Housing to identify occupancy and service trends, and to monitor the Provider's compliance with the requirements of this Agreement.
2. Providers will use the Databases specified by BC Housing as the primary source of referrals for available units in the Development. Where applicable, the Provider will also use CAA as a source of referrals. The Provider will enter into a concurrent database agreement with BC Housing which may specify other reporting requirements
3. The Provider will also use the Databases specified by BC Housing for ongoing reporting requirements, as directed by BC Housing.
4. BC Housing acting reasonably, reserves the right to change the reporting requirements from time to time, with at least thirty (30) days' written notice to the Provider.

B. OPERATIONAL REVIEW

1. From time to time, BC Housing will conduct an on-site operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
2. BC Housing will provide the Provider with at least thirty (30) days' written notice of such an operational review.

SCHEDULE D – RESIDENT AND STAFF MANAGEMENT

A. RESIDENT SELECTION AND MANAGEMENT

1. **No Landlord and Tenant Relationship.** No landlord and tenant relationship will exist between the Resident and BC Housing. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay the Resident Rent Contribution.
2. **Resident Selection.** All Residents must be experiencing Homelessness or At Risk of Homelessness, with an Income at or less than HILs and must be placed in a Residential Unit appropriate to their household size, as determined by BC Housing from time to time.
3. **Resident Management.** The Provider will make all reasonable efforts to support and maintain the residency, however, the Provider is not expected to maintain the residency in the event of extenuating health and safety risks to the Resident, staff or other Residents (e.g. assaults/threats to Residents or staff and/or medical needs beyond what the Provider can accommodate).
4. **Coordinated Access and Assessment.** The Provider will collaborate with other providers in the community to select Residents using the Coordinated Access and Assessment process, where possible.
5. **Database.** Unless otherwise approved by BC Housing, Providers will use the Database specified by BC Housing to select Residents.
6. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where specific populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
7. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development, and will notify BC Housing of any extended vacancies.
8. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
9. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the governing legislation.
10. **Resident Relations.** The Provider will establish policies and procedures to:
 - i. select Residents in an open, fair, consistent and non-discriminatory way;
 - ii. serve Residents promptly and courteously, with clear and informative communication;
 - iii. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
 - iv. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
11. **Proof of Income.** As directed by BC Housing, the Provider will obtain a declaration ("Declaration of Income") and supporting documentation as evidence of the Income of that Resident at the time of the initial occupancy and annually thereafter. The declaration will be in a form approved by BC Housing as may be amended by BC Housing from time to time. Where applicable, the Provider will maintain a copy of each Resident's proof of Income in a file available to BC Housing on request.
12. **Wellness Checks.** The Provider will establish regular health and wellness checks for Residents, including an escalation procedure which may warrant room checking, when a Resident has not been seen or heard from for an extended period, not to exceed forty-eight (48) hours.
13. **Access to Housing.** The Provider will strive to accommodate individuals who may otherwise encounter barriers to Housing because of certain circumstances. In particular, the Provider will:

- a. reasonably accommodate individuals with pets; particularly in situations where individuals are transitioning from shelters or other forms of Homelessness to Housing;
- b. accommodate individuals who may require harm reduction supplies on site, including clean needles, access to safe disposal (i.e. sharps containers), condoms etc; and
- c. ensure that appropriate overdose prevention measures are in place for Residents of the Development.

B. STAFF REQUIREMENTS

1. The Provider will ensure that all staff at the Development, whether part-time or full-time, paid or voluntary, have the appropriate skills, training and qualifications for the tasks that they perform. The Provider will:
 - a. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the *Workers Compensation Act*;
 - b. ensure staff have orientation on the Support Services and standards specified in this Agreement;
 - c. ensure staff have orientation on the Provider's standards, written policies and procedures related to the Support Services, including health and safety procedures. This will include written policies and procedures to deal with prevention of infections, infectious diseases, exposure to blood and body fluids, and the safe handling of needles;
 - d. ensure that the staff undergoes a criminal record check in accordance with the *Criminal Records Review Act* and keep evidence on file that the criminal record check was completed. The Provider is required to have a written policy on the frequency of subsequent criminal record checks; and
 - e. have written policies regarding the use of hazardous cleaning materials that are in accordance with Workplace Hazardous Materials Information System (WHMIS) guidelines.
2. **Food Safety.** The Provider will ensure all food handling, preparation, storage, serving, premises etc., is completed in accordance with the Food Premises Regulation of the *Public Health Act*, the *Food Safety Act* and other relevant regulations. At least one (1) person with FOODSAFE Level I certification shall be present at all times wherever food is handled or served. It is strongly encouraged that one staff member hold a valid FOODSAFE Level II certificate.
3. **Training.** The Provider will also ensure staff have the following training to a level approved by BC Housing:
 - a. Crisis prevention training and/or de-escalation training, non-violent intervention;
 - b. Standard First Aid and CPR. At least one(1) staff member certified in Standard First Aid and the appropriate CPR level training must be on duty at all times;
 - c. Indigenous awareness training;
 - d. Mental health first aid training;
 - e. Domestic violence safety planning;
 - f. Substance use awareness and safety training, including naloxone training;
 - g. LGBT2Q+ awareness training;
 - h. Trauma-informed practice training
 - i. Staff self-care training;
 - j. Vulnerability Assessment Tool (VAT) training; and
 - k. BC Housing Database training.

SCHEDULE E – AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION

If a Resident's information needs to be shared with other service agencies, the Resident's permission must be obtained in writing prior to sharing the information. The EXCHANGE OF INFORMATION FORM below, or an equivalent form that meets the requirements of the *Personal Information Protection Act* (British Columbia) and the *Freedom of Information and Protection of Privacy Act* (British Columbia), may be used.

**THE PORT ALBERNI FRIENDSHIP CENTRE
EXCHANGE OF INFORMATION**

Part 1 – To OBTAIN information

I, _____, born on (date) _____

authorize _____ to obtain the minimum information necessary from:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

This consent is effective for six months from the date of signing unless withdrawn by me in writing.

Signature: _____ Witness: _____

Date: Month _____ Day _____ Year _____

Part 2 – To RELEASE information

I, _____, born on (date) _____

authorize _____ to release the minimum information necessary to:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

Signature: _____ Witness: _____

This consent is effective for six months from the date of signing unless withdrawn by me in writing.

Dated at _____ this _____ day of _____,

The Port Alberni Friendship Centre complies with all applicable privacy laws. If you have questions about the way we handle your private information, please ask to speak to the Executive Director.

SCHEDULE F – INSURANCE

A. INSURANCE – THE PROVIDER

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion.
 - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
 - b. The foregoing insurance will be primary and not require the sharing of any loss by any insurer of BC Housing.
 - c. The Provider will provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider will provide certified copies of such policies.
2. The Provider will promptly notify BC Housing of any circumstance known or which becomes known to the Provider which might materially affect the coverage under the Provider's insurance policies.
3. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
4. The Provider will provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
5. The Provider hereby waives all rights of recourse against BC Housing with regard to any damage, theft or loss of the Provider's property and agrees to carry adequate insurance coverage against such damage, theft or loss of property.
6. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act* (British Columbia).

**Schedule E–
Letter of Intent**

DRAFT

This Agreement dated for reference the 12th day of September, 2022

BETWEEN:

THE CITY OF PORT ALBERNI

(the "**City**")

AND:

PORT ALBERNI FRIENDSHIP CENTRE

(The "**Society**")

AND:

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

(the "**Commission**")

WHEREAS:

- A. The City is the registered owner of the lands, having a civic address of 3665, 3675, and 3689 4th Avenue, which are shown on the plan attached hereto as Schedule A (the "**Lands**");
- B. The City, proposes to lease the Lands for a two-year term for a temporary low barrier shelter consisting of an office, two (2) sanitary stations, two (2) common areas and up to 30 tiny shelters as outlined in the site plan attached hereto as Schedule B (the "**Development**"), with no other structures permitted on the Lands without the written approval of the City; and
- C. The Lands are currently zoned C-3 which does not permit the proposed Development and as such a Temporary Use Permit ("**TUP**") under s. 493 of the *Local Government Act* (BC) will be required to permit the Development for up to two (2) years on the Lands.

NOW THEREFORE in consideration of the mutual promises set out herein, the parties hereto agree as follows:

Temporary Use Permit and Lease of Lands

- 1. The Society, at its own expense, shall make application to the City for a TUP satisfactory to permit the Development on the Lands. Subject to the unfettered discretion of the City's

municipal council, the TUP will outline the conditions of use, regulate the construction of buildings or structures in respect of the use for which the TUP is issued. A draft TUP is attached hereto as Schedule C and the parties agree that issuance of the TUP by the City is a condition precedent to the parties further obligations under this Agreement.

2. Subject to the terms and conditions of this Agreement, the City will lease the Lands to the Society for a two-year (2) term substantially in accordance with the terms of the Lease hereto as Schedule D (the “**Lease**”).

Development of the Lands

3. The City will provide at its own expense:
 - a. provide and install both offsite and on-site utility connections for water, sanitary, storm, provide off-site electrical upgrade to property line to the proposed 30 “tiny Shelters”, office building, sanitary stations to be located on the Lands;
 - b. provide and install chain link perimeter fencing for the Lands, including a pedestrian access gate and a rolling gate for vehicle access on the 4th Avenue side of the Lands;
 - c. prepare the Lands with gravel and be ready for the Development; and
 - d. provide \$10,000 towards security cameras.
4. The Society will be responsible for all other capital and other costs for the Development and shall design, construct and install the Development at its own expense in accordance with the site plan attached as Schedule B.
5. The Commission will:
 - a. provide two (2) sanitary stations to the Lands which they will deliver and install on the Lands; and
 - b. funding for development costs required to address the conditions in the TUP.
6. Any landscaping required for the Lands will be at the cost of the Commission and the Society.

Development Operating Costs

7. The Commission will enter into an Operating Agreement with the Society for a two (2) year term in substantially the form attached as Schedule E (the “**Operating Agreement**”) which will detail the operations of the Development and the operating costs that the

Commission will fund.

8. The City will pay all utility fees for water, sewer, storm for the Lands during the term of the Lease. The Society will forward all invoices for these costs to the City.
9. Security cameras and monitoring costs and responsibility for their costs will be identified in the Lease and the Operating Agreement and will be funded by the Commission.

Conditions Precedent

10. This Agreement is subject to the following conditions precedent being satisfied or waived by the City and the Commission by or before November 1, 2022:
 - a. Issuance of the TUP by the City;
 - b. Confirmation of all funding for the Development;
 - c. Execution of the Lease by the City and the Society;
 - d. Execution of the Operating Agreement by the Society and the Commission in form and substance satisfactory to the City in its absolute discretion; and
 - e. Approval of all agreements and transactions contemplated herein by the City's municipal council and the Commission's executive council and compliance by the City and the Commission with all of statutory and legal obligations.

These conditions precedent are for the sole benefit of the City and the Commission and the City and the Commission have the right to waive one or all of the conditions precedent at their discretion within the time stipulated and proceed with the transaction herein contemplated. In the event any one or more of the foregoing conditions is not waived, extended or satisfied in the time allowed, this Agreement shall terminate and be at an end.

11. This Agreement is subject to the following conditions precedent being satisfied or waived by the Society by or before November 1, 2022:
 - a. Issuance of the TUP by the City;
 - b. Confirmation of all funding for the Development;
 - c. Execution of the Lease by the City and the Society; and
 - d. Execution of the Operating Agreement by the Society and the Commission.

These conditions precedent are for the sole benefit of the Society and the Society has the right to waive one or all of the conditions precedent at its discretion within the time stipulated and proceed with the transaction herein contemplated. In the event any one or more of the foregoing conditions is not waived, extended or satisfied in the time allowed, this Agreement shall terminate and be at an end.

12. This Agreement is subject to the following conditions precedent being satisfied or waived by the Commission by or before November 1, 2022:
 - a. Issuance of the TUP by the City;
 - b. Execution of the Lease by the City and the Society; and
 - c. Execution of the Operating Agreement by the Society and the Commission.

These conditions precedent are for the sole benefit of the Commission and the Commission has the right to waive one or all of the conditions precedent at its discretion within the time stipulated and proceed with the transaction herein contemplated. In the event any one or more of the foregoing conditions is not waived, extended or satisfied in the time allowed, this Agreement shall terminate and be at an end.

General Terms

13. The Society and the Commission acknowledges and agrees that despite the City's acknowledgment of the intended Temporary Use Permit (TUP) application set out herein, that all TUP applications are subject to a public process and nothing herein shall in any way fetter, limit or restrict the legislative discretion of City Council of the City of Port Alberni.
14. The Society and the Commission acknowledges and agrees that despite the City's acknowledgment of the intended disposition of the Lands, land dispositions are subject to a public process and nothing herein shall in any way fetter, limit or restrict the legislative discretion of City Council of the City of Port Alberni.
15. The Society, City and the Commission acknowledge and agree that the nature of this Agreement involve broad understandings that may require further agreements in the future. In recognition of that, each party agrees to act reasonably and cooperate with the other in achieving completion of the various aspects of Development and use of Lands.
16. Each party represents to the other that it has taken all necessary steps to secure approval for execution and delivery of this Agreement and that it is an agreement that is within its lawful authority and binding on it.

17. The parties agree that time shall be considered of the essence in this Agreement.
18. This Agreement sets forth the entire agreement and understanding of the parties with respect to its subject matter and this Agreement supersedes all prior proposals, writings, statements (oral or otherwise), agreements and understandings between the parties with respect to the matters herein, and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.
19. This Agreement may be altered or amended only by an agreement in writing signed by the parties.
20. Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by mail, by hand, or by prepaid courier to such party at the addresses noted above or such other address or addresses as a party may advise in writing. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the date it is so delivered unless it is mailed in which case delivery shall be deemed to have occurred on the earlier of the date of delivery or 3 business days after the date of mailing.
21. This Agreement shall be governed by the laws and courts of British Columbia and Canada applicable therein and each of the parties attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
22. Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated and each such party shall provide such further documents or instruments required by the other party as may reasonably be necessary or desirable to give effect to the terms and purpose of this Agreement.
23. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the District or the Council of the District. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Society under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, fully and effectively exercised in relation to the Lands.
24. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound by it.

25. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
26. Any reference in this Agreement to any statute or any section of it shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.
27. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
28. In the event that any provision of this Agreement or portion of it should be illegal, invalid or unenforceable in respect of any applicable law, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired.
29. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so requires.
30. This Agreement may be executed in counterpart with the same effect as if both Parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT WHERE INDICATED BELOW:

The Port Alberni Friendship Society
by its authorized signatories:

Signature:

Print Name:

British Columbia Housing Commission
by its authorized signatories:

Signature:

Print Name:

The City of Port Alberni
by its authorized signatories:

Signature:

Print Name:

SCHEDULE A

THE LANDS

3665 3675 3689 4th Avenue Port Alberni BC

PID 009-243-372 PID 009-243-399 PID 003-029-808

SCHEDULE B

THE DEVELOPMENT

(September 20, 2022)



SCHEDULE C

TEMPORARY USE PERMIT

(Draft Sept 26, 2022)



TEMPORARY USE PERMIT

Temporary Use Permit No: 22-01

Registered Land Owner: The City of Port Alberni

Operator: Port Alberni Friendship Centre

LOCATION and LEGAL DESCRIPTION OF SITE:

3665 4th Avenue: Lot 23, Block 46, District Lot 1, Alberni District, Plan VIP197B (PID: 009-243-372) and;

3675 4th Avenue: Lot 24, Block 46, District Lot 1, Alberni District, Plan VIP197B (PID: 009-243-399) and;

3689 4th Avenue: Lot A, District Lot 1, Alberni District, Plan VIPVIP24376 (PID: 003-029-808)

Proposal: Temporary Use Permit for a low barrier shelter to permit up to 30 units of temporary transitional housing in "Tiny Shelters", two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, fencing and soft landscaping.

Conditions of Permit:

1. This Permit is issued subject to compliance with all relevant City of Port Alberni Bylaws, except as specifically varied or supplemented by this Permit.
2. This Permit applies to the lands described above, and any buildings, structures, and other developments thereon (hereinafter called 'the Lands').
3. The Lands and building which are subject to this Permit shall be developed in accordance with the terms and conditions of this Permit and in accordance with the following schedules:

Schedule A- Legal Plan

Schedule B- Temporary Low Barrier Shelter Development

Schedule C- Temporary Use Permit Application Package

Schedule D- BC Housing Operating Agreement

Schedule E- Letter of Intent

4. The following specific conditions must be met:
 - a. That the operator (Port Alberni Friendship Centre) adheres to the project program outlined in Schedule C and D of this permit with regards to procedures, on- and off-site support, staffing and security plans, and commitment to the neighbouring community.
 - b. No visitors outside of support, or related services shall be permitted on site.
 - c. Adequate lighting shall be provided in all areas where people will be on site and shall be shielded and reflected away from adjacent uses.
 - d. Adequate management, support staff, and security must be present during the hours of operation of the facility as outlined in the operating agreement between the Operator, Port Alberni Friendship Centre, and BC Housing Management Commission.
 - e. A security plan shall be submitted to the RCMP for review and comment.
 - f. A good neighbour agreement or letter of intent will be signed and approved by the City of Port Alberni.

September 26, 2022

- g. All “Tiny Shelters”, office, sanitary stations, and other structures must be compliant with life safety recommendations made by third party professionals, the City and other government agencies to operate and occupy the development for a temporary low barrier shelter as described above.
5. This permit authorizes the temporary use, beginning on October 1, 2022, and expiring on October 1, 2024, at which time the rights granted under this permit will cease.
6. This permit may be extended one time, by application to Council, prior to the expiry date of October 1, 2024, for a period not more than the previously issued permit, as per the regulations set out in section 497(2) of the *Local Government Act* and Section C 3.0 of Official Community Plan Bylaw No. 4602, 2007.
7. This permit is not a building permit.
8. Any damage to City of Port Alberni property fronting the subject property will be borne by the Port Alberni Friendship Centre to repair.
9. City Council has the right to terminate this permit with any breach of the above-mentioned conditions.
10. This Temporary Use Permit is granted to the Port Alberni Friendship Centre for construction of the temporary use and operation of the temporary low barrier shelter and support services. No other agent will be permitted to operate the shelter, unless approved by City Council.

Authorized by

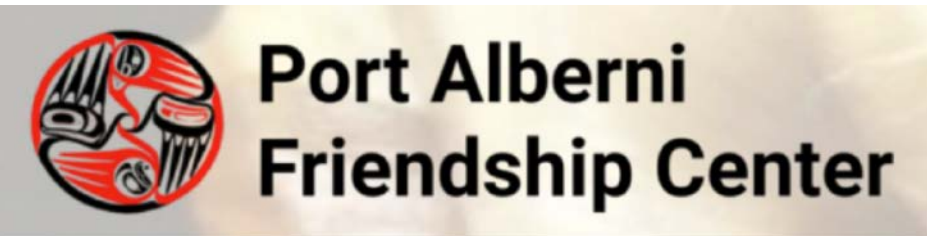
Corporate Officer

Mayor

**Schedule C –
Temporary Use Permit
Application**

DRAFT

PORT ALBERNI FRIENDSHIP CENTER - TINY SHELTERS



SITE DATA

CIVIC ADDRESS: 3689, 3675, 3655 4th AVENUE
LEGAL ADDRESS:
ZONING: C3
LOT SIZE: NOMINAL 39.37M X 35.34M = 1,391.34M² (11,176.7 FT²)
BUILDING AREA: PODS: (16 X 8.92M²) + (7 X 18.22M²) = 270.26M²
OFFICE: 3.66 X 9.14 = 33.46M²
WASHROOMS: 2 X 2.44 X 6.1 = 29.65M²
ELECTRICAL ROOM: 8.92M²
TOTAL: 342.29M² (3,683FT²)
SITE COVERAGE: 342.29/1,391.34 = 24.6%
FSR: 342.29/1,391.32 = 24.6%

PROJECT DESCRIPTION AND INTENT

THE PROJECT INTENT IS TO PROVIDE 30 TINY SHELTERS TO TO PROVIDE A SAFE AND SUPPORTIVE ENVIRONMENT FOR HOMELESS PERSONS. 30 UNITS WILL BE PROVIDED IN TOTAL, 16 STAND-ALONE UNITS AND 14 SIDE-BY-SIDE. SUPPORT WILL BE PROVIDED 24 HOURS PER DAY ON SITE BY ADMINISTRATIVE STAFF MEMBERS WORKING IN THE OFFICE/LAUNDRY BUILDING.
ON-SITE AMENITIES WILL CONSIST OF WASHROOM/SHOWERS, COMMON OUTDOOR AREAS AND GARDENS TO BE PLANTED AND MAINTAINED BY SHELTERED PERSONS. LANDSCAPING AND SITE IMPROVEMENTS WILL OCCUR ORGANICALLY OVER TIME THROUGH DONATIONS OF PLANTS, MATERIALS AND RESOURCES.
ALL BUILDINGS ON SITE ARE DESIGNED TO BE RELOCATED.
THE EXISTING SITE HAS BEEN GRADED, COVERED WITH COMPACTED DRAIN GRAVEL AND SERVICED WITH WATER, SEWER AND STORM CONNECTIONS BY THE CITY OF PORT ALBERNI. ADDITIONALLY, THE CITY HAS ERECTED A 6' CHAINLINK FENCE AROUND THE ENTIRE PERIMETER.
THE SUBJECT PROPERTIES ARE OWNED BY THE CITY OF PORT ALBERNI.

BUILDING CODE APPLICATION

THE GOVERNING BUILDING CODE IS THE BRITISH COLUMBIA BUILDING CODE 2018 (BCBC 2018) AND ALL SUBSEQUENT AMENDMENTS.

OCCUPANT LOAD

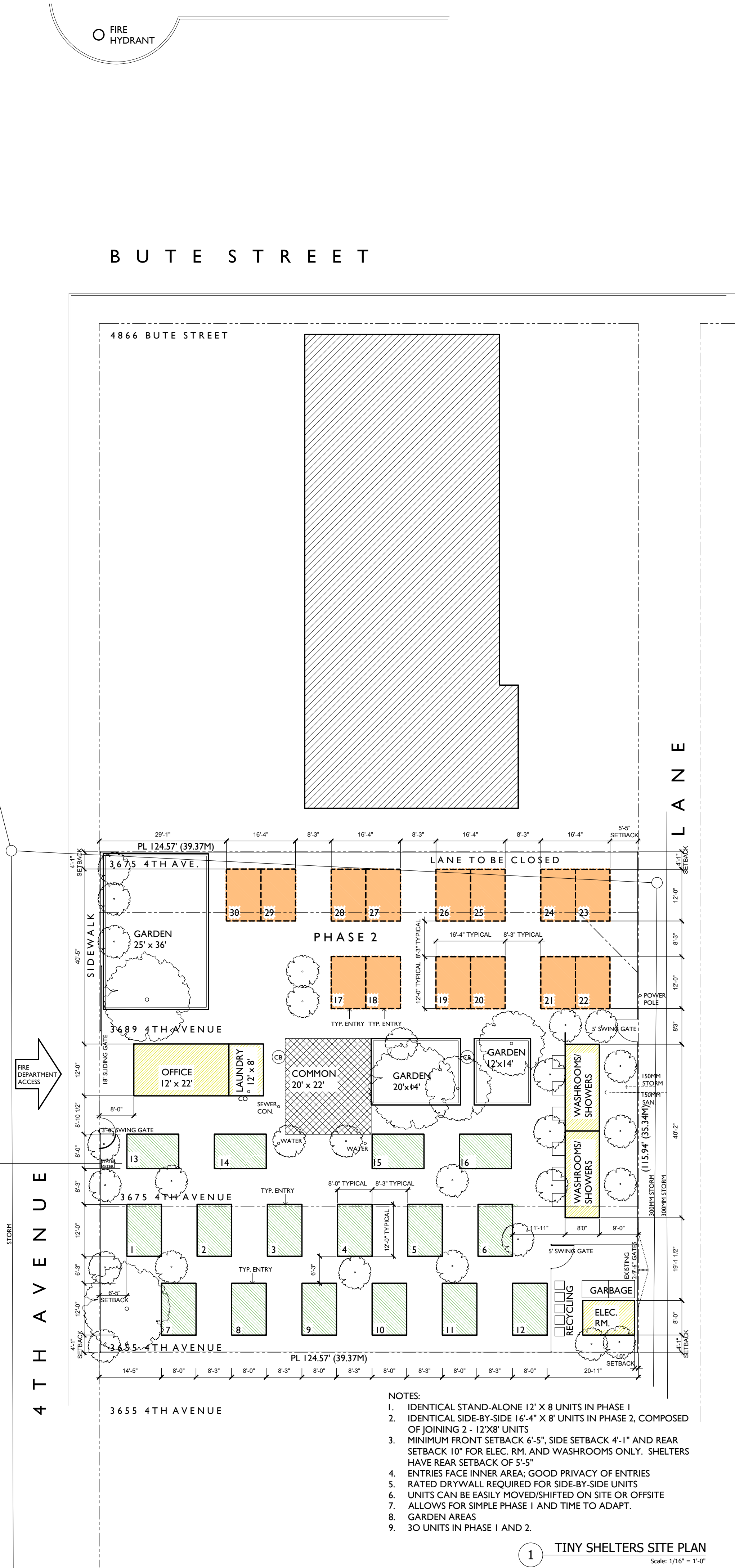
EACH UNIT IS DESIGNED TO ACCOMMODATE ONE PERSON.
TOTAL TINY SHELTERS OCCUPANT LOAD = 30 PERSONS
OFFICE OCCUPANT LOAD = 2 PERSONS
TOTAL OCCUPANT LOAD = 32 PERSONS
PER BCBC 2018 3.7.2.2.(10), THE NUMBER OF WATER CLOSETS FOR A CARE OR RESIDENTIAL OCCUPANCY SHALL BE AT LEAST ONE FOR EACH 10 PERSONS OF EACH SEX.
WCs REQUIRED FOR EACH SEX: 15/10 => 2 (4 IN TOTAL)
WCs/SHOWERS/LAVATORIES PROVIDED: 6



2 TINY SHELTERS CONTEXT PLAN
NO SCALE

TEMPORARY USE PERMIT APPLICATION DRAWINGS

SEPTEMBER 20, 2022



- NOTES:
1. IDENTICAL STAND-ALONE 12' X 8' UNITS IN PHASE 1
 2. IDENTICAL SIDE-BY-SIDE 16'-4" X 8' UNITS IN PHASE 2, COMPOSED OF JOINING 2 - 12'X8' UNITS
 3. MINIMUM FRONT SETBACK 6'-5", SIDE SETBACK 4'-1" AND REAR SETBACK 10" FOR ELEC. RM. AND WASHROOMS ONLY. SHELTERS HAVE REAR SETBACK OF 5'-5"
 4. ENTRIES FACE INNER AREA, GOOD PRIVACY OF ENTRIES
 5. RATED DRYWALL REQUIRED FOR SIDE-BY-SIDE UNITS
 6. UNITS CAN BE EASILY MOVED/SHIFTED ON SITE OR OFFSITE
 7. ALLOWS FOR SIMPLE PHASE 1 AND TIME TO ADAPT.
 8. GARDEN AREAS
 9. 30 UNITS IN PHASE 1 AND 2.

1 TINY SHELTERS SITE PLAN
Scale: 1/16" = 1'-0"

C: 2022 09 20 ISSUED FOR TEMP. USE PERMIT
B: 2022 09 12 ISSUED FOR PUBLIC NOTICE
A: 2022 09 09 ISSUED FOR PUBLIC NOTICE

REVISION:

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The Contractor shall check and verify all levels, dimensions, data and conditions on the site prior to commencement of any work. Any discrepancies are to be reported immediately to the Architect.
Do not scale any dimension from this drawing.
THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION UNLESS COUNTERSIGNED BY THE ARCHITECT.

DIMAS CRAVEIRO
ARCHITECT
211 - 211 COLUMBIA STREET
VANCOUVER, B.C. V6A 2R5
T: 604 484 0094

Stamp

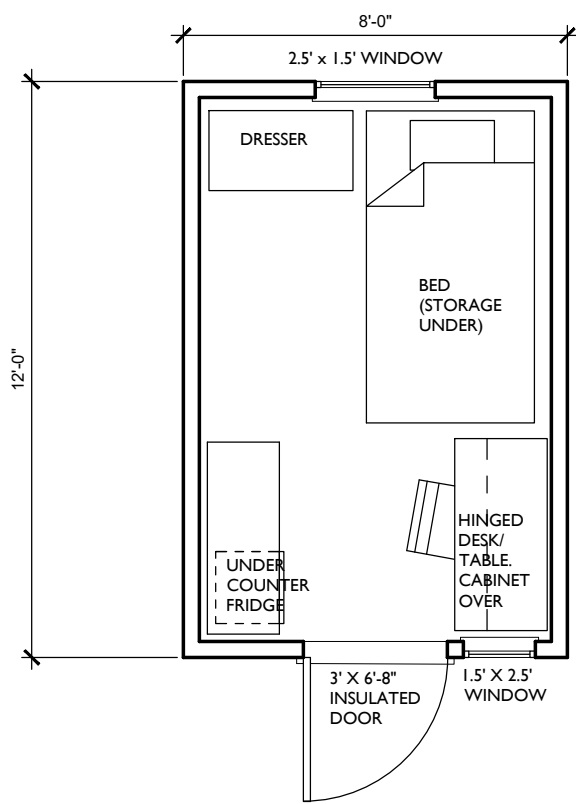
Project:
PORT ALBERNI FRIENDSHIP
CENTER: TINY SHELTERS

3689,3675,3655 4TH AVENUE
PORT ALBERNI, BC.

Title:
SITE PLAN
SITE DATE
PROJECT DESCRIPTION &
INTENT

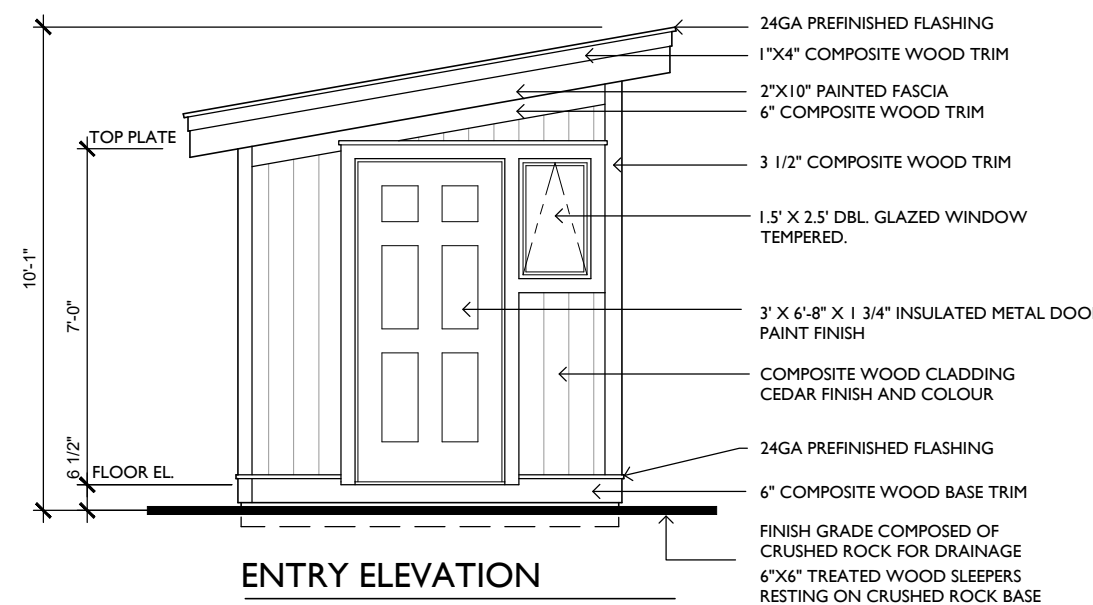
Date	2022 SEPT.	Drawing	A0
Job No.			
Drawn	BM	Checked	DC
Scale	AS NOTED	Revision	C

2 OFFICE / LAUNDRY PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

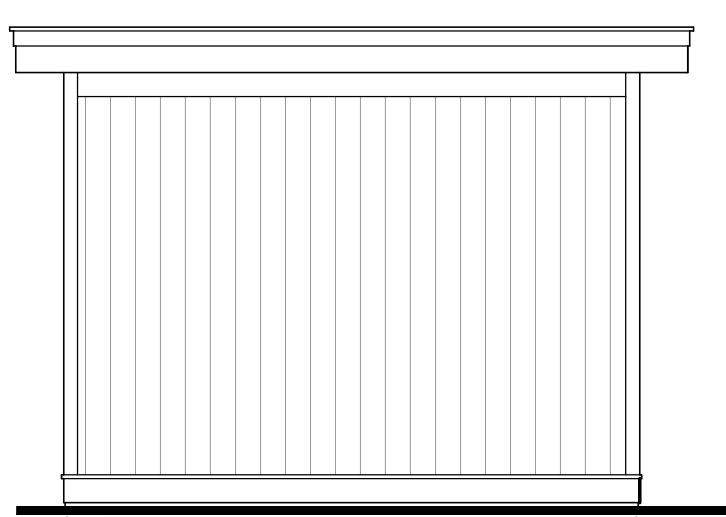


SINGLE UNIT FLOOR PLAN

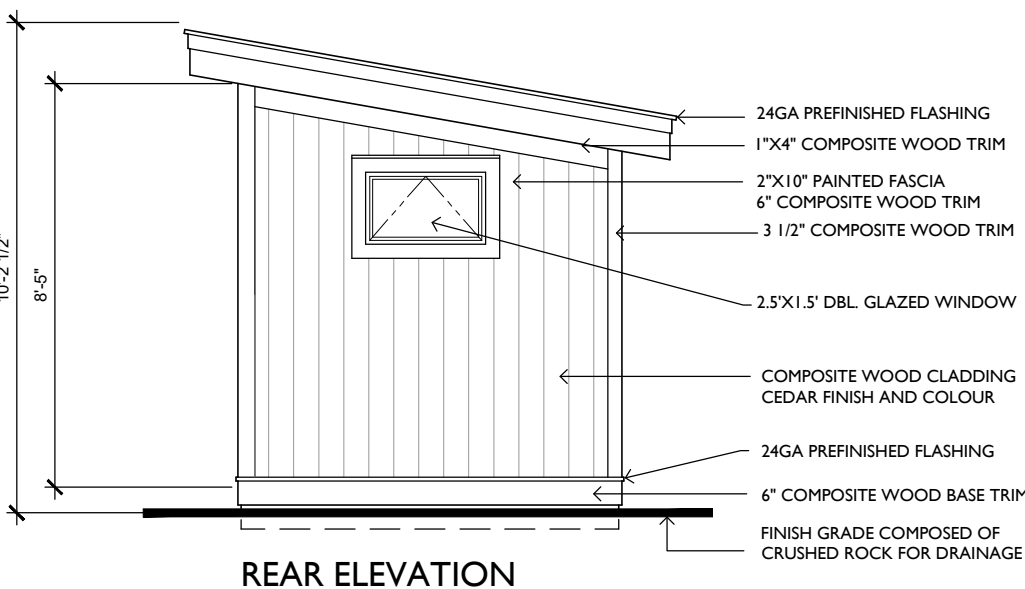
- NOTES:
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 2. FLOORS TO BE 2X6 WITH FULLY FOAMED POLYURETHANE INSULATION
 3. ROOFS TO BE 2X6 WITH FOAMED POLYURETHANE INSULATION
 4. ALL CLADDING TO BE UP SMARTSIDE CEDAR FINISH PANNELLING WITH CAULKED JOINTS AND VERTICAL BATTENS AT JOINTS
 5. ALL UNITS INTENDED TO HAVE PREFINISHED BIRCH PLYWOOD INTERIORS
 6. ALL TRIM TO BE UP SMARTSIDE IN CONTRASTING COLOUR TO BE SELECTED BY CLIENT
 7. INSULATED EXTERIOR WALL BLOCKOUT TO BE PROVIDED FOR FUTURE THROUGH-WALL AC UNIT. LOCATION TO BE SELECTED BY CLIENT
 8. ALL UNITS TO HAVE CONTINUOUS MECHANICAL VENTILATION WITH HUMIDITY CONTROL



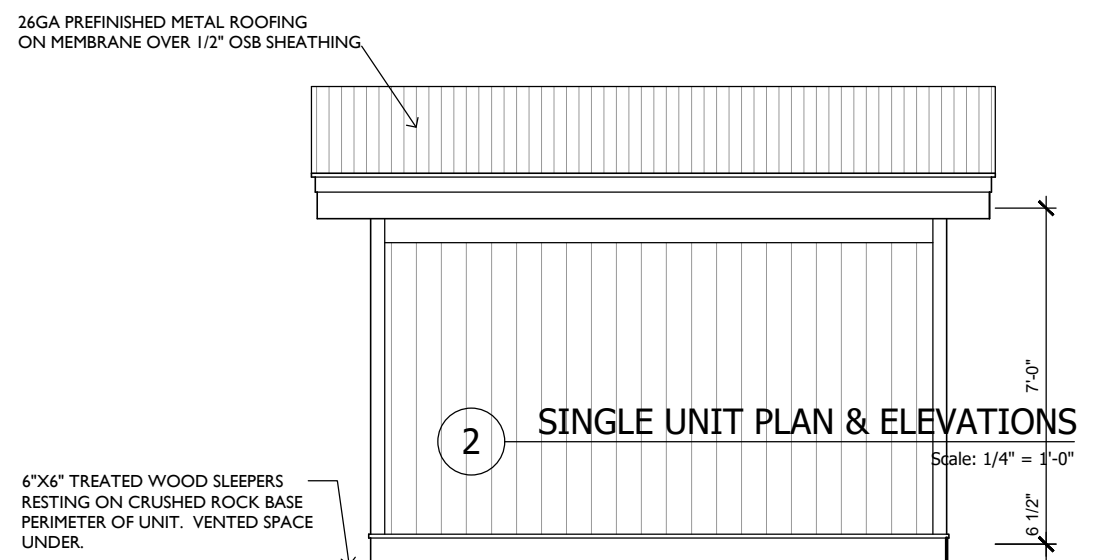
ENTRY ELEVATION



SIDE ELEVATION



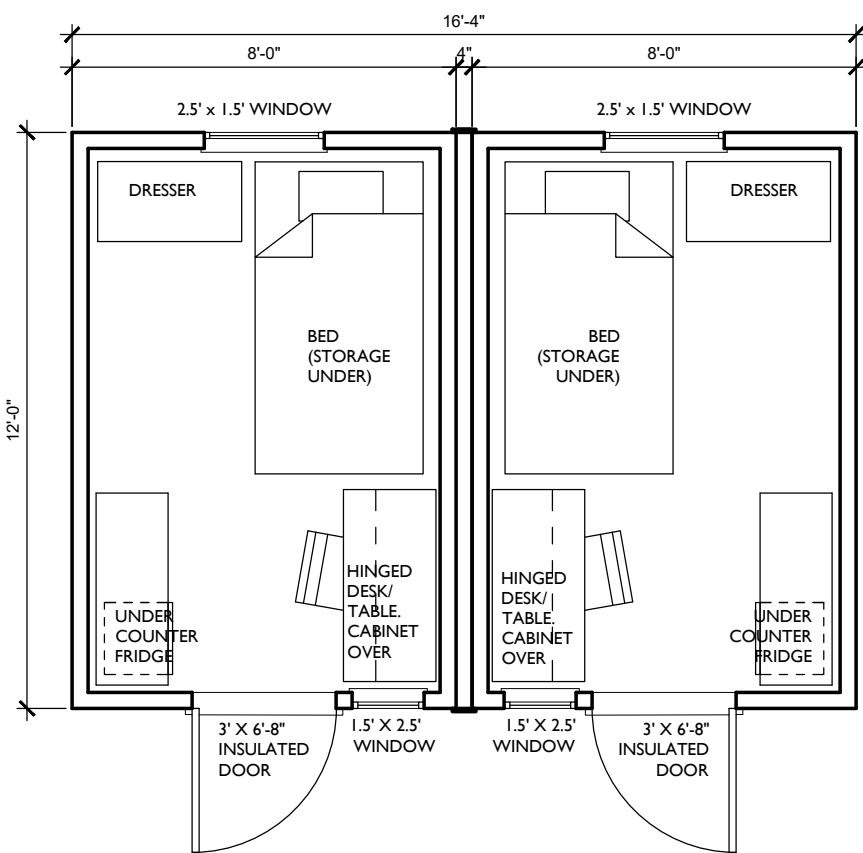
REAR ELEVATION



SIDE ELEVATION

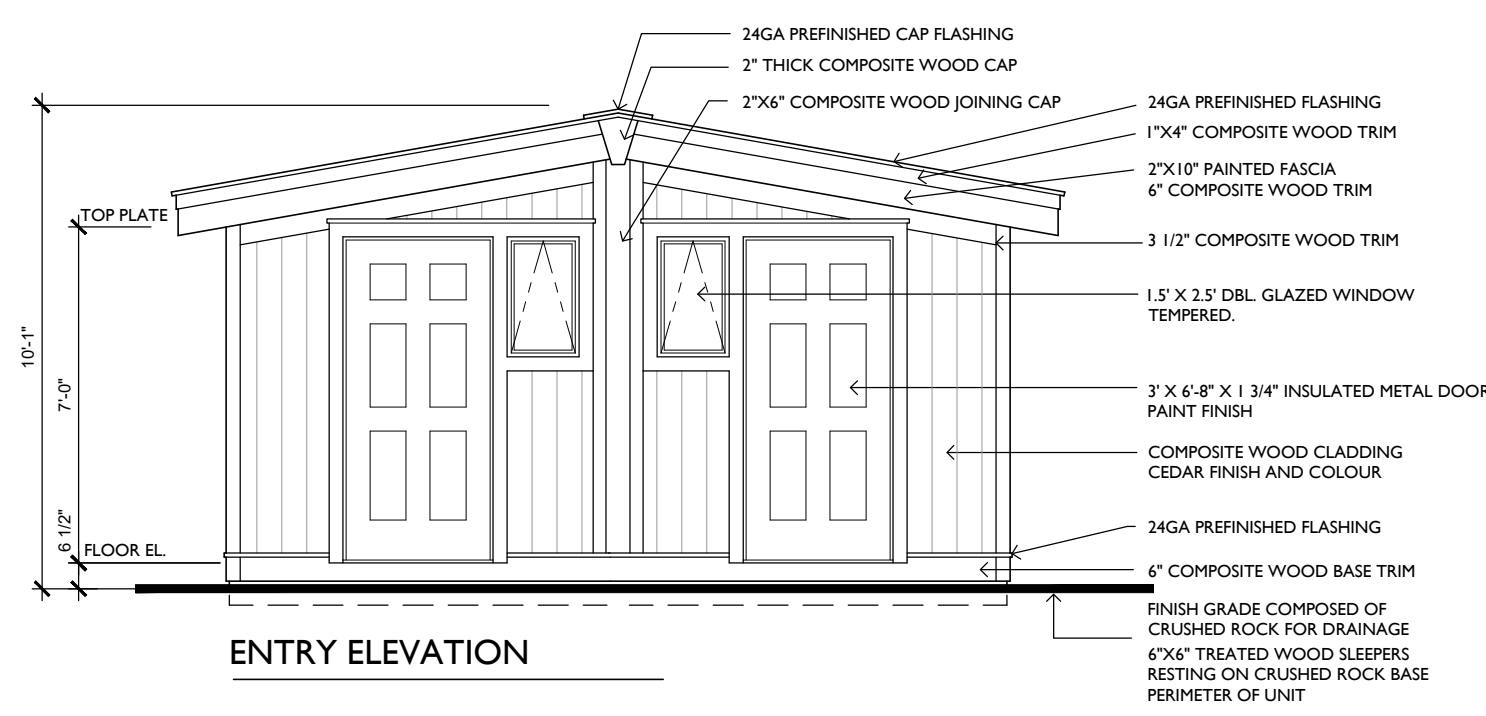
2 SINGLE UNIT PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

1 SINGLE UNIT PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

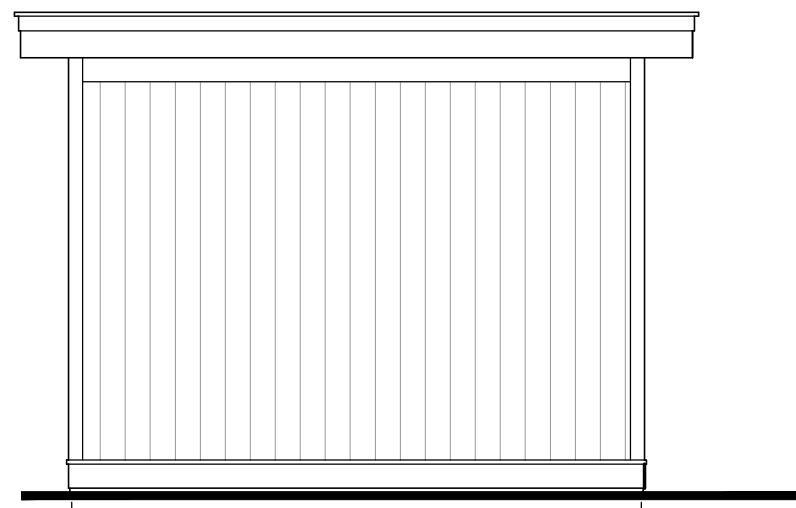


DOUBLE UNIT FLOOR PLAN

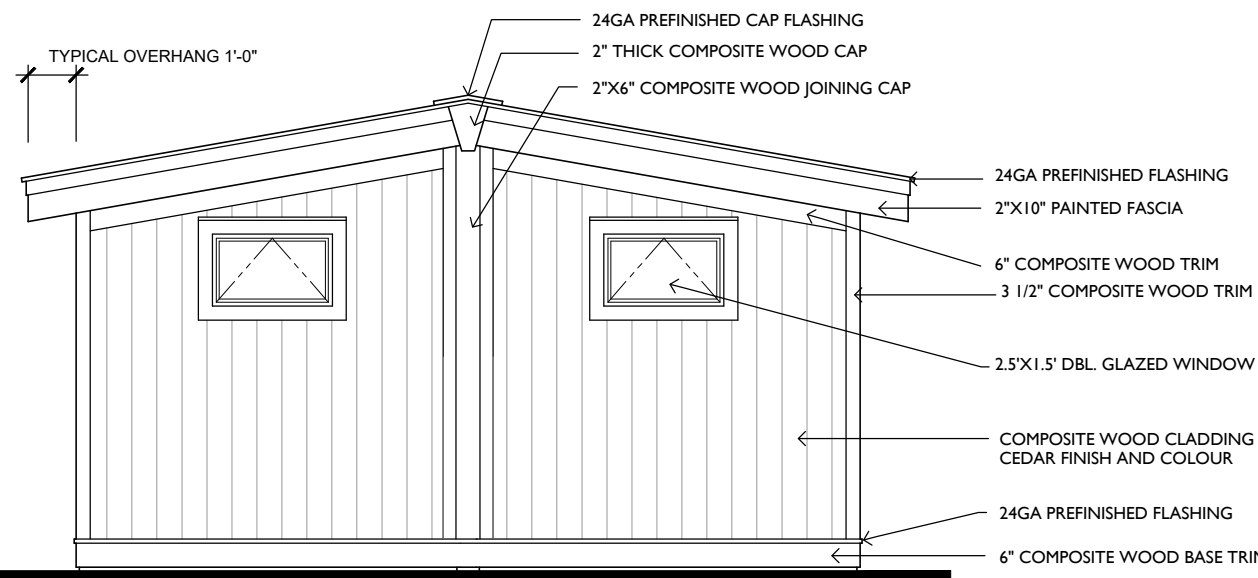
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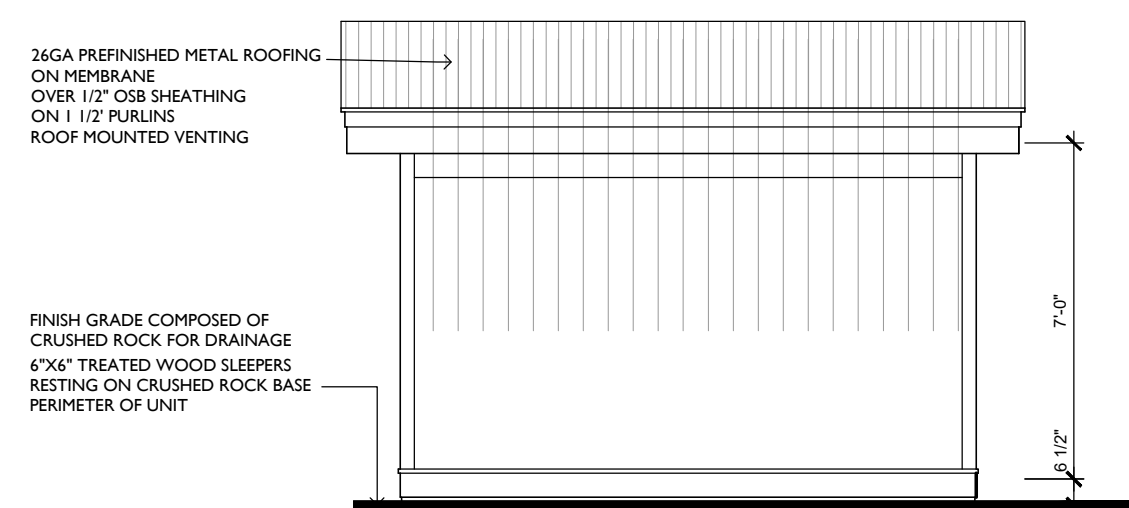
ENTRY ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

2 DOUBLE UNIT PLAN & ELEVATIONS
Scale: 1/4" = 1'-0"

C: 2022 09 20 ISSUED FOR TEMP. USE PERMIT
B: 2022 09 12 ISSUE FOR PUBLIC NOTICE
A: 2022 09 09 ISSUE FOR PUBLIC NOTICE

REVISION:

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The Contractor shall check and verify all levels, dimensions, data and conditions on the site prior to commencement of any work. Any discrepancies are to be reported immediately to the Architect.

Do not scale any dimension from this drawing.

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DIMAS CRAVEIRO
ARCHITECT

211 - 211 COLUMBIA STREET
VANCOUVER, B.C. V6A 2R5
T: 604 484 0384

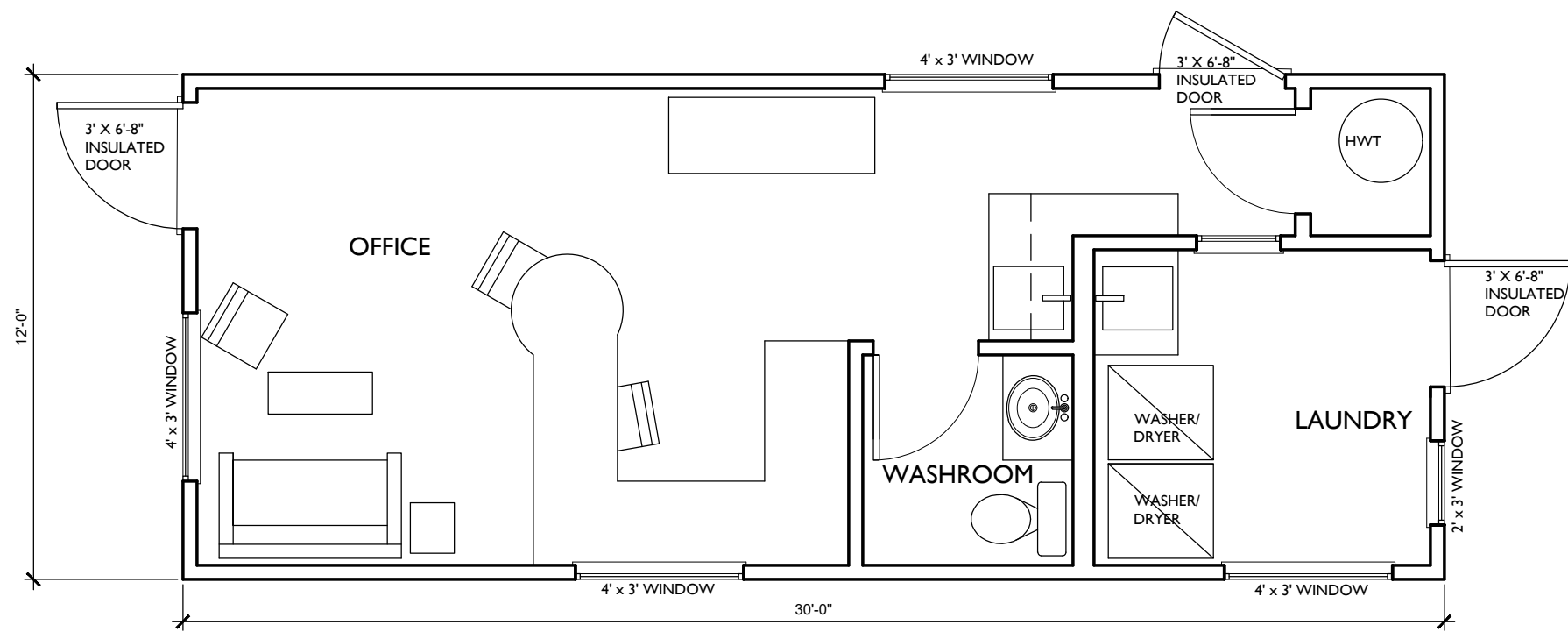
Stamp

Project:
**PORT ALBERNI FRIENDSHIP
CENTRE:
TINY SHELTERS**

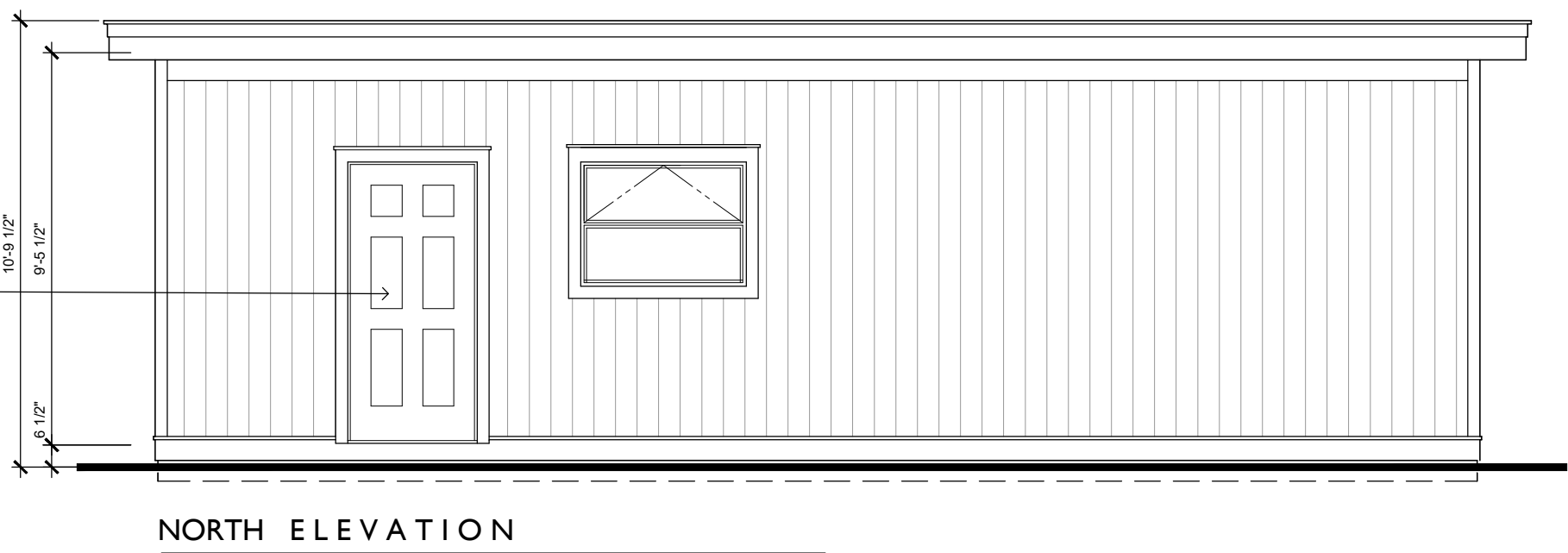
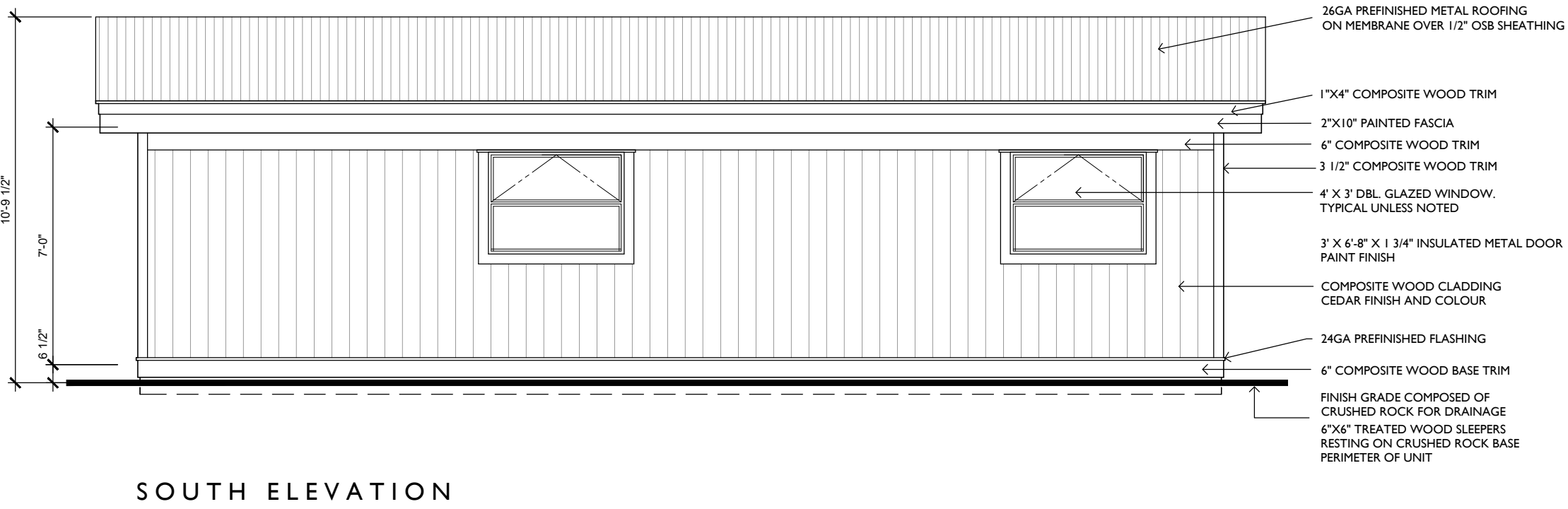
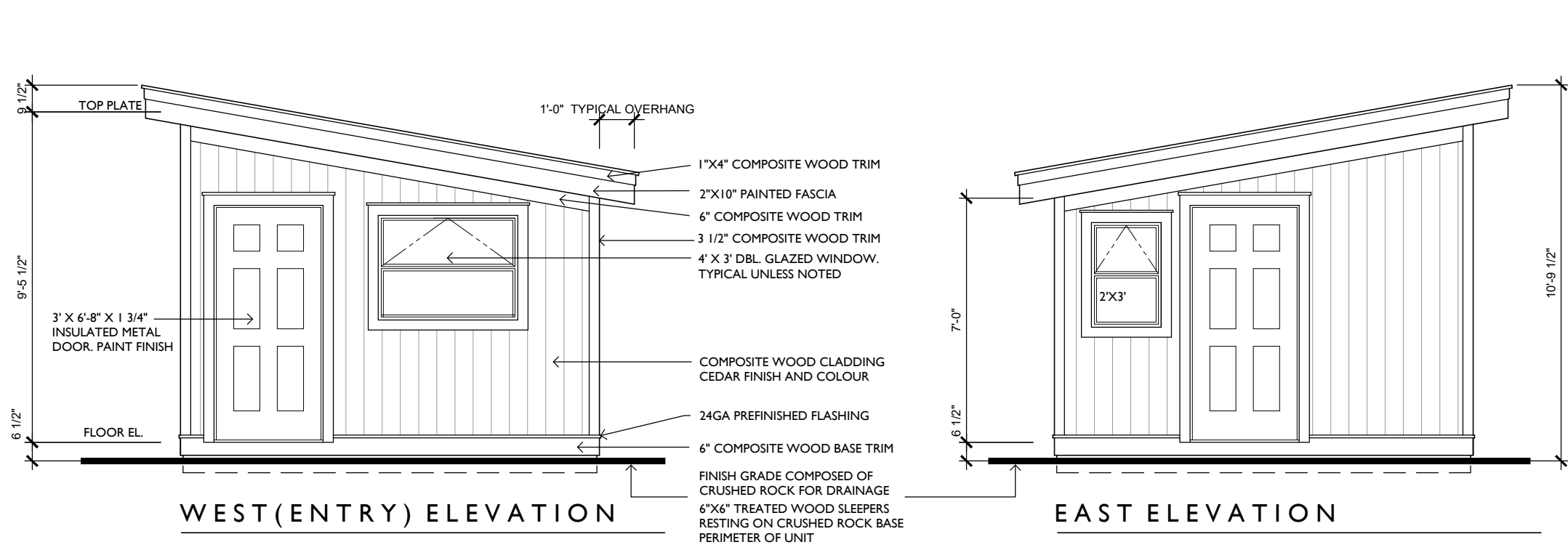
PORT ALBERNI, BC.

Title:
**SINGLE SHELTER
DOUBLE SHELTER**

Date	2022 SEPT.	Drawing
Job No.		A0
Drawn	BM	Checked
Scale	AS NOTED	Revision
		C



OFFICE & LAUNDRY FLOOR PLAN (360 SQ. FT.)



2 OFFICE / LAUNDRY PLAN & ELEVATIONS Scale: 1/4" = 1'-0"

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B: 2022 09 12 ISSUE FOR PUBLIC NOTICE
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REVISION:

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DIMAS CRAVEIRO
ARCHITECT

211 - 211 COLUMBIA STREET
VANCOUVER, B.C. V6A 2R5
T: 604 494 0064

Stamp

Project:
**PORT ALBERNI FRIENDSHIP
CENTRE: TINY SHELTERS**

**3689, 3675, 3665 4th AVENUE
PORT ALBERNI, BC.**

Title:
**OFFICE / LAUNDRY
DETAILS**

Date	2022 AUG.	Drawing
Job No.		A0
Drawn BM	Checked DC	
Scale AS NOTED	Revision C	

**Schedule D–
BC Housing Operating
Agreement**

DRAFT



OPERATING AGREEMENT

THIS AGREEMENT is dated for reference June 22, 2022

BCH File 96051-02 / 11140

BETWEEN

THE PORT ALBERNI FRIENDSHIP CENTRE

3555 4th Avenue, Port Alberni, British Columbia, V9Y 4H3

(the "Provider")

AND

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

Suite #1701 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to the Development at

3600 Block of 4th Avenue, Port Alberni, British Columbia

AGREEMENT SUMMARY

PART 1 – BACKGROUND

1. The goal of the this Agreement is to provide safe and affordable housing, together with necessary support services, to individuals who are experiencing Homelessness or are At Risk of Homelessness.
2. The Development is leased by the City of Port Alberni to the Provider and operated by the Provider under this Agreement. The Provider has entered into a two (2) year Lease Agreement which commences on [REDACTED].
3. The Development consists of thirty (30) Residential Units for individuals who are experiencing Homelessness or are At Risk of Homelessness. The Provider will operate the Development, and BC Housing will provide funding, in accordance with the terms of this Agreement. The Provider will ensure that Support Services and programming are delivered to Residents in a way that is culturally appropriate.
4. BC Housing and the Provider are working together to help Residents acquire and maintain housing, and to accomplish this goal, each party recognizes that it is essential to connect Residents with supports that meet their immediate need.
5. The management of property and the delivery of services under this Agreement are guided by these principles:
 - a. services are accessible and Resident-focused;
 - b. operations are financially, physically and environmentally sustainable;
 - c. an atmosphere of dignity and respect for all Residents is to be maintained; and
 - d. service provision is collaborative to improve service effectiveness;
 - e. operations are transparent and accountable.
6. BC Housing and the Provider will work together in good faith to openly confront issues and challenges, and attempt to resolve them expeditiously, always keeping the best interests of the Residents in mind.
7. **Acknowledgements.**
 - a. The Provider is entering into this Agreement to manage and operate the Development and to deliver Support Services, and will do so in a proper, efficient and timely manner as would a prudent operator of similar property and services, and its fundamental purpose in doing so is to benefit the public interest.
 - b. The Provider is a fully independent self-governing entity registered under the *Societies Act* (British Columbia). Operation of the Provider is subject to its Constating Documents and the *Societies Act* (British Columbia). The members of the Provider and its governing board are responsible for all affairs of the Provider related to both Provider operations in general and the ongoing management of the Development.
 - c. BC Housing recognizes that the Provider was established for the advancement of specific social purposes prior to its decision to participate in this particular Agreement.
 - d. BC Housing recognizes that the Provider brings both tangible and intangible assets to the Development. The Provider's board members serve on a voluntary basis, i.e., without recompense for their time and expertise. The Provider and the board bring resources, knowledge and expertise on such things as property management, Resident management and support, and services which specifically relate to the Development and its location.
 - e. The Provider and board are expected to create an environment that is supportive of the needs of the Residents and provide a sense of community within the Development and to that purpose may provide resident services and activities not funded by this Agreement.

PART 2 – SERVICE DESCRIPTION

1. The Provider will deliver services, including Support Services, which are beneficial to Residents at the Development. The Support Services are intended to help Residents achieve and maintain stability in housing, enhance access to other community-based supports and services, and strengthen and foster their ability to live more independently. Support Services include:
 - a. supporting Residents to maintain their residencies, including but not limited to:
 - i. directly assisting with room de-cluttering;
 - ii. repayment plans for outstanding Resident Rent Contributions;

- b. individual or group Support Services such as: life skills; community information; social and recreational programs;
- c. connecting Residents to community supports and services such as: education; employment; health; life skills; independent Housing;
- d. case planning and Resident needs assessment;
- e. assistance with Income Assistance, Pension Benefits, Disability Benefits, obtaining a BC Identification Card, or establishing a bank account as appropriate;
- f. three (3) Meals per day; and
- g. five (5) Staff persons, as outlined in the approved staffing schedule which may be mutually amended from time to time, providing on-site support coverage twenty-four (24) hours per day, seven (7) days per week.

PART 3 – AGREEMENT

1. TERM.

- a. This Agreement will start [◆DATE] and end on [◆DATE], unless earlier terminated in accordance with this Agreement.
- b. In no circumstances will this Agreement survive the expiry or earlier termination of the Lease Agreement.

2. STANDARDS AND OUTCOMES.

- a. The Provider will meet its obligations under this Agreement throughout the Term and will provide written reports and other matters in an acceptable form as outlined in *Schedules B and C*.
- b. The Provider will work collaboratively with other community partners to achieve the standards and outcomes established in this Agreement.

3. PAYMENT.

The Operating Subsidy and the Support Services Subsidy will be based on an annual budget approved by BC Housing, and provided directly to the Provider for such other matters as set out in *Schedule B*.

4. ENTIRE AGREEMENT.

All of the Schedules attached to this Agreement are an integral part of this Agreement:

Schedule A – General Provisions

Schedule B – Financial

Schedule C – Monitoring and Reporting

Schedule D – Resident and Staff Management

Schedule E – Authorization to Disclose Personal Information

Schedule F – Insurance

This Agreement contains the entire agreement between the parties and supersedes all previous expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties except where this Agreement allows for otherwise.

IN WITNESS of which the duly authorized signatories of each of the Provider and BC Housing have executed this Agreement effective as of the Commencement Date of this Agreement.

THE PORT ALBERNI FRIENDSHIP CENTRE

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

1. **"Assets"** means that the household (applicant and spouse) have less than \$100,000.00 in assets, as defined by BC Housing's Rent Calculation Guide, which may be changed from time to time
2. **"At Risk of Homelessness"** means individuals and families living in accommodation where tenancy will be terminated within three (3) months of application (e.g., given notice by landlord) and having no other Housing options, or living in time-limited housing designed to help them transition from Homelessness to living in a more permanent form of Housing (e.g., transitional housing or second-stage housing).
3. **"Coordinated Access and Assessment (CAA)"** means the process to ensure that individuals experiencing homelessness have fair and equitable access to appropriate housing. The system provides a common assessment process, using the Vulnerability Assessment Tool (VAT), and a single point of entry for individuals experiencing homelessness.
4. **"Commencement Date"** means the first day of the Term in the *Agreement Summary, Part 3, Clause 1*.
5. **"Constituting Documents"** means the constitution and bylaws of the Provider, including any amendments, registered with the appropriate registry.
6. **"Database(s)"** means the computer applications provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
7. **"Declaration of Income and Assets"** means the declaration to be completed by a Resident as evidence of the Income and Assets of that Resident.
8. **"Development"** means the housing development operated by the Provider.
9. **"Event of Default"** has the meaning set out in *Schedule A, Part G, Clause 1*.
10. **"Fiscal Year"** means the Fiscal Year of the Provider as of the reference date of this Agreement, or as revised after agreement between BC Housing and the Provider.
11. **"Homelessness"** refers to a situation where an individual or family is not stably Housed or is living in temporary accommodation where they do not have control over the length and conditions of tenure and do not have adequate personal space. This includes living in: public spaces without legal claim (e.g., on the streets, in abandoned buildings or in tent cities); a homeless shelter, a transition house, a public facility or service (e.g., hospital, care facility, rehabilitation or treatment centre, correctional facility) and cannot return to Housing; or where they are financially, sexually, physically or emotionally exploited to maintain their shelter.
12. **"Housed or Housing"** is defined as accommodation allowing for tenancy of more than thirty (30) days, under conditions in which the individual/family has adequate personal space. This range includes supportive, transitional housing to independent social or private market housing. This definition does not include emergency shelters or transition houses.
13. **"Housing Income Limits"** (HILs) represents the maximum income for eligibility to be a Resident. This maximum will be established by BC Housing from time to time.
14. **"Income"** of a Resident means the total income before income tax from all sources of the Resident in accordance with the Rent Scale.
15. **"Land"** means all lands and improvements, including the Development, situated at **3600 Block of 4th Avenue, Port Alberni, British Columbia**, and legally described as PID _____.
16. **"Lease Agreement"** means the two (2) year lease agreement, entered into between the City of Port Alberni and the Provider regarding the Land, as registered in the Land Title Office under registration number _____.
17. **"LGBT2Q+"** is an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities
18. **"Maintenance Plan"** means the maintenance standards and practices required to preserve the Development.
19. **"Manageable Costs"** are costs that the Provider, or a prudent operator of similar property and services, is reasonably expected to control or manage, including but not necessarily limited to salaries, benefits, maintenance and administration.
20. **"Meal"** means portions of food from at least three (3) of the food groups in the Eating Well with Canada's Food Guide sufficient to meet the intake requirements outlined in the Eating Well with Canada's Food Guide.

21. **"Non-Manageable Costs"** are costs that the Provider, or a prudent operator of similar property and services, is not reasonably expected to control or manage, including but not necessarily limited to insurance and utilities.
22. **"Operating Budget"** means the annual budget for the Development approved by BC Housing. The Operating Budget will include a staffing schedule, but not include any expenses for the Development paid for directly by BC Housing as set out in this Agreement.
23. **"Operating Deficit"** means the shortfall of revenue compared to expenses as dictated by the approved Operating Budget, Support Services Budget and/or approved by BC Housing.
24. **"Operating Subsidy"** has the meaning ascribed to it in *Schedule B*.
25. **"Operating Surplus"** means the excess of revenue over expenses as dictated by the approved Operating Budget, Support Services Budget and/or approved by BC Housing.
26. **"Record"** means accounts, books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical and other means, but does not include a computer program or any other mechanism that produces records.
27. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
28. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
29. **"Resident Rent Contribution"** means the amount a Resident is obliged to contribute monthly to the Provider for a Residential Unit based on the Rent Scale.
30. **"Residential Revenue"** means all other net revenues received by the Provider from the Development or activities directly related to the Development other than Resident Rent Contributions and rooftop leases including but not limited to parking fees, laundry machines, vending machines, meal tickets, satellite dishes etc.
31. **"Residential Unit"** means a residential dwelling within the Development.
32. **"SHR"** means the Supportive Housing Registration Service (SHR), being a comprehensive vacancy management system and housing information service for applicants and providers of subsidized rental housing with current application information for applicants who are homeless or At Risk of Homelessness and who require support services to achieve successful residencies.
33. **"Staff"** means personnel who will maintain a presence in the Development to provide safety, security, administrative and other services to Residents.
34. **"Support Services"** means social support programs that encourage and enhance the well being, independence and self-reliance of Residents in the Development as agreed to between the Provider and BC Housing as set out in this Agreement.
35. **"Support Services Budget"** means the annual budget for the Support Services prepared by the Provider and approved by BC Housing as set out in *Schedule B*.
36. **"Support Services Subsidy"** has the meaning ascribed to it in *Schedule B*.
37. **"Term"** means the period set out in *Agreement Summary, Part 3, Clause 1*.
38. **"Vulnerability Assessment Tool (VAT)"** means the assessment tool used to measure an individual's level of vulnerability. The tool is designed for use by service providers accustomed to interacting directly with individuals experiencing homelessness. Training is required to ensure reliable application of the tool. The results are then used by the Provider, or through the CAA process where applicable, to appropriately match clients with housing.

B. RESPONSIBILITY OF THE PROVIDER

1. **Role of the Provider.** The Provider:
 - a. will fulfill its obligations under this Agreement in a proper, efficient and timely manner as would a prudent provider of similar services, and in accordance with this Agreement; and
 - b. agrees and understands that it is solely responsible for all its obligations under this Agreement, including but not limited to its obligations arising as a result of any relationships between the Provider and the applicants, Residents and other occupants of the Development, and any and all relationships with third parties, volunteers, or other invitees.
2. **Corporate Organization.** The Provider will maintain a well-organized corporate structure and in particular will:
 - a. operate as a non-profit entity;
 - b. remain in good standing with the appropriate registry;
 - c. have a purpose that is consistent with the goals and principles of this Agreement;

- d. not permit any director, officer, or member of the Provider to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Provider. Reasonable wages or salary paid to an employee of the Provider who is not an officer or director of the Provider are exempt from this section;
 - e. provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Provider;
 - f. not alter its Constatng Documents in any way that would make them inconsistent with the terms of this Agreement or that would render the Provider unable to fulfill its obligations under this Agreement;
 - g. provide BC Housing with a copy of the Provider's Constatng Documents as requested by BC Housing from time to time; and
 - h. maintain written policies and procedures regarding the Provider's operations, including safety and security, human resource management and Resident management.
3. **Compliance.** The Provider will remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Provider's obligations under this Agreement.
4. **Conflict of Interest.** The Provider will:
- a. conduct its operations in accordance with the Provider's by-laws and in a manner such that no part of the operations, finances and other assets or resources of the Provider under this Agreement, are used directly or indirectly for the provision of any gain or benefit to any officer, director, employee, or member of the Provider or any entity or individual associated with, or related to them, without the prior written approval of BC Housing;
 - b. not, during the Term, enter into a contractual relationship with a third party, conduct business with, perform or receive a service for or provide advice to or receive advice from any entity or individual where such activity may, directly or indirectly, cause an actual or perceived conflict of interest, without the prior written approval of BC Housing; and
 - c. disclose any actual or perceived conflict of interest to the Provider and BC Housing in advance, and all such disclosure and any prior written approval from BC Housing will be recorded in the minutes of the meetings of the directors and/or the relevant committee of the Provider.
5. **Communication.** The Provider will notify BC Housing as soon as possible of any significant changes or incidents that may impact the Provider's obligations under this Agreement. The Provider will provide BC Housing with details on all critical incidents significant enough to threaten the continuous operation of the Services such as fire, floods, infectious disease outbreaks, the serious injury or death of Clients or staff on site and any events that garner media attention. These critical incidents should be reported to BC Housing as soon as reasonably possible but no later than twelve (12) hours after the incident occurring.
6. **Agency.** This Agreement will not be construed as creating any partnership or agency between BC Housing and the Provider and neither party will be deemed to be the legal representative of any other party for the purposes of this Agreement. Neither BC Housing nor the Provider will have, and will not represent itself as having, any authority to act for, to undertake any obligation on behalf of the other party, except as expressly provided in this Agreement.
7. **Restrictions on Disposition and Encumbrance.** The Provider will not transfer, encumber or sell or agree to transfer, encumber or sell or otherwise change or agree to change the legal or beneficial interests of the Development or any part of the Development without the prior written approval of BC Housing, in its sole discretion.
8. **Restrictions on Authority.** The Provider will not commit or otherwise bind BC Housing to any agreements in any manner whatsoever, except to the extent specifically provided in this Agreement and in particular, without limiting the generality of the foregoing, the Provider will not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any lease or any other arrangement involving the rental, use or occupancy of all or part of the Development other than a Residency Agreement in accordance with this Agreement, except with the prior written approval of BC Housing, in its sole discretion.
9. **Maintenance.** The Provider will maintain the Development and all Development related equipment in a state of safe and good repair for the benefit of the Residents and the community

in which the Development is located by carrying out, or arranging for the carrying out of tasks that include but are not limited to the following:

- a. developing a Maintenance Plan for the Development;
- b. all routine maintenance and repair work;
- c. routine inspections to ensure safety hazards are identified and corrected;
- d. regular fire inspections, drills, testing, maintenance, training and maintaining records in respect of the same; and
- e. routine waste management services.

10. Inspection. The Provider will permit BC Housing to inspect the Development or other premises used by the Provider pursuant to this Agreement at any time.

C. RESPONSIBILITY OF BC HOUSING

1. BC Housing will:

- a. assign a BC Housing representative to act as liaison with the Provider;
- b. support the Provider where appropriate in delivering the Support Services to meet the objectives and provisions in this Agreement. To this end BC Housing will work cooperatively with the Provider, taking into account its operational realities and recognizing the Provider's need for adequate financial and organizational resources to meet its obligation of providing Support Services to Residents in need;
- c. provide timely responses to issues raised by the Provider to ensure the Provider receives adequate support;
- d. monitor the operation of the Support Services and the use by the Provider of funding from BC Housing in accordance with this Agreement, to ensure that the standards, objectives and expectations in this Agreement are met; and
- e. develop provincial standards and guidelines in partnership with funded service providers and provide clear guidelines and expectations for the provision of Support Services.

D. RECORDS

1. **Information Management.** The Provider will comply with all applicable privacy legislation and will maintain accurate and complete operational Records, policies and practices necessary for its obligations under this Agreement.
2. **Procedures and Processes.** The Provider will:
 - a. notify BC Housing in writing immediately upon becoming aware of any breach of privacy or security involving the unauthorized collection, use, disclosure or destruction of information relating to its obligations under this Agreement;
 - b. if the *Information Management Act* (British Columbia) applies to the destruction of Records, notify BC Housing for consultation prior to the destruction; and
 - c. cooperate with BC Housing when BC Housing has a request under the *Freedom of Information and Protection of Privacy Act* (British Columbia) to which Records in the Provider's custody apply, by locating and disclosing the relevant Records as directed by BC Housing upon notice and without delay.
3. **Record Retention.** The Provider will retain all Records that pertain to its obligations under this Agreement for the retention period required under applicable provincial and federal laws, but for not less than seven (7) years following the date of receipt or production of those Records.
4. **Audits.** BC Housing and its agents have the right to inspect all Records related to, arising from, or maintained by the Provider to deliver the Provider's obligations, including the right of BC Housing and its agents to enter any premises used by the Provider to deliver the Provider's obligations or used to keep or store Records pertaining to the Provider's obligations under this Agreement, at any time after the delivery of notice to the Provider, and have the immediate right to make extracts from and take copies of those Records. The Provider acknowledges that disclosure to BC Housing and its agents, without consent from the individual the Record is about, for audit purposes, is permitted under information and privacy legislation.

E. LIABILITY

1. **Indemnity.** The Provider will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs arising directly or indirectly under this Agreement which they or any of them may be liable for or incur, whether before or after this Agreement ends, arising out of any act or omission of the Provider or its officers, directors, employees, agents, contractors or other

persons for whom at law the Provider is responsible, related to the Provider's operation and management under this Agreement, including with respect to any Residency Agreement, except to the extent that such claims or costs are caused solely by the negligence of BC Housing or its employees, agents or contractors.

2. **Release.** The Provider releases BC Housing, the Provincial Rental Housing Corporation, Her Majesty the Queen in Right of the Province of British Columbia, and each of their ministers, board members, officers, directors, employees, contractors and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of the advice or direction respecting the ownership, lease, operation or management given to the Provider, as the case may be, by any of them, except to the extent that such advice or direction is determined by a court of competent jurisdiction to have been negligent.
3. **Survival.** The indemnities set out in *Schedule A, Part E, Clauses 1 and 2* survive termination of this Agreement.

F. DISPUTE RESOLUTION

1. **Dispute Resolution.** The parties agree that the following dispute resolution process will be used:
 - a. A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
 - b. If, within fourteen (14) days after such meeting or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to try to resolve the dispute by participating in a structured negotiation conference with a mediator agreed upon by the parties or, failing agreement, under the Mediation Rules of Procedure of the British Columbia International Commercial Arbitration Centre, in which case the appointing authority is the British Columbia International Commercial Arbitration Centre.
 - c. After dispute resolution attempts have been made under *Schedule A, Part F, Clauses 1.a-b*, any remaining issues in dispute will be determined by arbitration under the *Arbitration Act* (British Columbia), and the decision of the Arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

G. DEFAULT AND TERMINATION

1. **Event of Default.** Any of the following events will constitute an event of default by the Provider under this Agreement;
 - a. the Provider fails to comply with any provision of this Agreement;
 - b. the Provider fails to remain in good standing with the appropriate registry;
 - c. the Provider is in breach of or fails to comply with any applicable law, regulation, license or permit;
 - d. any representation or warranty made by the Provider under this Agreement is found to be untrue or incorrect; or
 - e. if the Provider knew or ought to have known any information, statement, certificate, report or other document furnished or submitted by, or on behalf of, the Provider pursuant to, or as a result of, this Agreement is untrue or incorrect.
2. **Default.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing will provide written notice to the Provider which sets out the breach and the date by which the breach must be rectified. The Provider will be given thirty (30) days to rectify the breach or such longer period as determined solely by BC Housing.
3. **Termination on Continued Default.** If the Provider fails to comply with a written notice given in accordance with this Agreement within the specified period of time, BC Housing, in its sole discretion, may immediately terminate this Agreement or appoint a receiver.
4. **Additional Remedies.** Upon the occurrence of any event of default set out in *Schedule A, Part G, Clause 1*, BC Housing may, in addition to and without prejudice to BC Housing obtaining any other remedy, reduce or suspend any payment that would otherwise be payable by BC Housing to the Provider pursuant to this Agreement.
5. **Appointment of Receiver.** As an alternative to exercising any right of termination provided under this Agreement, BC Housing may elect to appoint, or request a court of competent jurisdiction to appoint, a receiver, with or without bond as BC Housing or the court may determine, and, from time to time, may remove any receiver so appointed and appoint another in its place, or request the court to do so. A receiver so appointed is not an officer or agent of BC Housing, and has all

the necessary and exclusive power to deal with the obligations of this Agreement including the power to:

- a. take control, possession and direction of the Development and the Provider's assets in connection with this Agreement, and carry on the business of the Provider in operating, managing and maintaining the assets in accordance with this Agreement;
- b. demand and recover all the income of the Development by direct action, distress or otherwise, in the name of either the Provider or BC Housing;
- c. observe or perform, on behalf of the Provider, all the Provider's obligations under this Agreement and any other contracts pertaining to the Development;
- d. give receipts, on behalf of the Provider, for any money received; and
- e. carry out such other powers as the court may order.

6. Application of Revenue. The Provider acknowledges that the receiver will apply the gross revenue from the Development, which it recovers or receives from time to time, as follows:

- a. firstly, in payment of all costs, charges and expenses of or incidental to the appointment of the receiver and the exercise by it of all or any of its powers, including the reasonable remuneration of the receiver which is to be approved by BC Housing, and all outgoings properly payable by the receiver, together with all legal costs in respect thereof on a solicitor and client basis;
- b. secondly, in payment of all operating expenses under an Operating Budget and/or Support Services Budget;
- c. thirdly, if required by BC Housing, in repayment of any applicable subsidies and accumulated funds; and
- d. lastly, to pay any balance to BC Housing.

7. No Liability. The Provider acknowledges and agrees that:

- a. BC Housing will be under no liability to the Provider for any act or omission of the receiver; and
- b. the receiver will be under no liability to the Provider for any act or omission of the receiver.

8. Early Termination. Notwithstanding anything stated to the contrary in this Agreement, the parties agree that BC Housing will have the right at any time, by giving twenty-four (24) hours' written notice to the Provider, to terminate this Agreement in any of the following events:

- a. upon the bankruptcy of the Provider or the appointment of a receiver in respect of the Provider;
- b. upon the Provider ceasing to operate on a non-profit basis; or
- c. upon the dissolution of the Provider.

9. Termination arising from Damage or Destruction. If, in the opinion of a professional engineer or architect appointed by the Provider or BC Housing, the Development is damaged or destroyed in excess of twenty-five percent (25%) of its insurable value, BC Housing may, at its sole option, terminate this Agreement by delivering written notice of immediate termination to the Provider.

10. Termination Without Cause. Either party may terminate this Agreement at any time during the Term by giving to the other party 90 days' written notice and this Agreement will terminate on the 90th day following receipt of such notice.

11. Adjustments on Termination. Upon the termination of this Agreement, however effected, the parties will forthwith complete all necessary accounting and adjustments between them to effectively reconcile and finalize their obligations pursuant to this Agreement.

H. GENERAL PROVISIONS AND INTERPRETATION

- 1. Headings.** The headings in this Agreement form no part of the Agreement and will be deemed to have been inserted for convenience only.
- 2. Notices.** All notices, demands or requests of any kind, which the Provider or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, personal service, fax or other electronic transmission, to the addresses set out on the cover page. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the BC Housing representative assigned to this matter by BC Housing.
- 3. Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed.
- 4. Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified

in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.

5. **Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof and the courts of British Columbia will have the non-exclusive jurisdiction to determine all claims and disputes arising out of this Agreement and the validity, existence and enforceability hereof.
6. **Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included, and is enforceable to the fullest extent permitted at law or at equity.
7. **Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.
8. **Extent of Obligations and Costs.** Every obligation of each party in this Agreement extends throughout the Term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the Term, that obligation, including any indemnity, survives the expiry or earlier termination of the Term until it has been observed or performed.
9. **Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.
10. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.
11. **Counterparts.** This Agreement may be validly executed and delivered by the parties hereto in any number of counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent electronically will be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties hereto to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.
12. **Assignment and Subcontracting.**
 - a. The Provider will not without the prior written consent of BC Housing:
 - i. assign, either directly or indirectly, this Agreement or any right of the Provider under this Agreement; or
 - ii. subcontract any obligation of the Provider under this Agreement.
 - b. No subcontract entered into by the Provider will relieve the Provider of any of its obligations under this Agreement or impose upon BC Housing any obligation or liability arising from any such subcontract. The Provider must ensure that any subcontractor fully complies with this Agreement in performing the subcontracted services.

SCHEDULE B – FINANCIAL

A. BUDGET SUBMISSION AND APPROVAL**1. Budget Submission.**

- a. At least four (4) months prior to the end of each Fiscal Year, the Provider will submit to BC Housing for approval their proposed budget for the upcoming Fiscal Year, in a format approved by BC Housing. The budget will be presented in a combined format but must clearly and separately identify which expenses are to be allocated toward each of the following:
 - i. Operating Budget; and
 - ii. Support Services Budget.
- b. The Provider's annual budget submission will show the anticipated gross Resident Rent Contributions and other Residential Revenues for the Development together with all anticipated operating expenses, including utilities, supplies, insurance, wages and administrative fees, replacement of capital items, and maintenance and repair costs.
- c. The Provider will also submit, at the same time as the proposed budget, a staffing schedule for the subsequent Fiscal Year in a format approved by BC Housing from time to time.

2. Budget Approval.

- a. BC Housing will endeavour to approve the Operating and Support Services Budgets for any Fiscal Year prior to the start of that Fiscal Year. The budget submissions will follow the account codes used by BC Housing and such account codes may be changed from time to time with at least thirty (30) days' written notice.

B. SUBSIDY PAYMENT

1. **Monthly Payment.** The Operating Subsidy and the Support Services Subsidy will be paid to the Provider in advance on a monthly basis, and reconciled annually or mid-year. The Provider will maintain a bank account to facilitate electronic fund transfers.

C. RESIDENT RENT CONTRIBUTION

1. **Rent Scale.** The Provider will set the rent at a flat rate of the maximum Income Assistance shelter rate. The current flat rate is \$375.
2. **Online Rent Calculation.** As directed by BC Housing, the Provider will enter into an online rent calculation agreement with BC Housing. Where applicable, the Provider will use BC Housing's online rent calculation system to enter new or updated Resident information, Income and Resident Rent Contribution information, including the Declaration of Income and Assets.

D. OPERATING BUDGET

1. Revenues and Expenses.
 - a. The Provider will be responsible for collecting all Resident Rent Contributions and other Residential Revenue for the Development and the Provider will be responsible for paying out of such revenues all costs associated with the operation of the Development. Such costs may include, but are not limited to:
 - i. liability insurance;
 - ii. sewer, water and garbage pickup;
 - iii. utilities;
 - iv. staffing costs directly related to operating the Development;
 - v. costs for general building maintenance, materials and supplies as required;
 - vi. day-to-day repair and/or replacement of furniture, equipment and appliances such as, stoves, refrigerators, drapes, blinds, floor coverings, washers, dryers, etc.; and
 - vii. administration costs, including accounting and legal fees, if applicable.

E. SUPPORT SERVICES BUDGET

1. **Support Services Subsidy.** BC Housing will allocate funds to enable the Provider to deliver Support Services to the Residents.
2. **Expenses.** The Provider will be responsible for applying the Support Services Subsidy to pay for all costs associated with the provision of Support Services. Such costs will include, but are not limited to:

- a. liability and other insurance required to be provided by the Provider hereunder, except to the extent such insurance may already be carried by the Provider and attributable to its operations other than the provision of the Support Services;
- b. staffing costs in relation to the Support Services; and
- c. applicable administration costs, including accounting and legal fees.

F. OPERATING DEFICIT AND SURPLUS

1. **Operating Deficit.** The Provider is solely responsible for covering any Manageable Cost increases in any Fiscal Year. In the event that there are unanticipated increases in Non-Manageable Costs, BC Housing may cover such costs through:
 - a. a mid-year budget adjustment that increases the subsidy; or
 - b. an extraordinary expense payment.
2. **Operating Surplus.** If, at any time, the Provider accumulates an Operating Surplus, BC Housing in its sole discretion, may:
 - a. require the Provider to make a repayment to BC Housing, in an amount to be determined by BC Housing; or
 - b. allow the Provider to retain a portion of the Operating Surplus, in which case the Provider may make expenditures, as approved by BC Housing, to:
 - i. make payments for programs for the benefit of the Residents where such programs are related to the Support Services and are consistent with the goals of this Agreement; or
 - ii. make payments for capital repairs, renovations or improvements at the Development.

G. TRANSFER OF FUNDS

1. **Transfer of Funds.** Upon the termination of this Agreement, regardless of cause or at the request of BC Housing, all security deposits and accumulated Operating Surplus obtained by the Provider pursuant to this Agreement will be transferred to BC Housing and a reconciliation of the operating balance will be forwarded.

H. FINANCIAL MANAGEMENT AND ADMINISTRATION

1. **Finances.** The Provider will establish written policies and procedures for effective control of finances for the Development and, in particular, will:
 - a. establish and maintain books of account and retain invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to BC Housing, to be used as the basis for the calculation of the payment as set out in *Schedule B*
 - b. the Provider is responsible for ensuring that Operating Surpluses and accumulated interest are invested and managed in a separate account; and
 - c. have sound financial operating written policies and procedures in place, including record keeping and financial statements in accordance with Canadian Accounting Standards.
2. **Auditor.** The Provider will appoint an auditor of the Provider who will be in good standing in accordance with the laws of the Province of British Columbia and will not be a member of the Provider. The Provider will cause the auditor to audit the financial statements of the Provider. BC Housing reserves the right to decrease these requirements at its sole discretion.
3. **Administration.** The Provider will
 - a. maintain a company bank account to facilitate electronic fund transfers;
 - b. collect audit arrears; and
 - c. develop purchasing guidelines that include selection criteria for contracting service provision to third parties.

I. ANNUAL FINANCIAL REVIEW

BC Housing will conduct an annual financial review of the Provider. To facilitate the annual financial review, the Provider will:

1. submit audited financial statements, and a copy of the related auditor's management letter to BC Housing within four (4) months after the end of each Fiscal Year. Where the Provider provides services in addition to those provided under this Agreement (e.g., outreach, affordable housing, etc.), the audited financial statement will include a separate

- Schedule of Revenue and Expenditure for each service provided in a format approved by BC Housing from time to time;
2. include details of any funding received from another agency or organization and used by the Provider to co-fund the management of the Development and the delivery of Support Services;
 3. provide an auditor's letter or notes with the financial statements indicating that any Operating Surplus is being spent and accounted for as provided in this Agreement; and
 4. submit other financial information requested by BC Housing in a format approved by BC Housing from time to time.

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SCHEDULE C – MONITORING AND REPORTING

A. REPORTING

1. Regular reporting allows BC Housing to identify occupancy and service trends, and to monitor the Provider's compliance with the requirements of this Agreement.
2. Providers will use the Databases specified by BC Housing as the primary source of referrals for available units in the Development. Where applicable, the Provider will also use CAA as a source of referrals. The Provider will enter into a concurrent database agreement with BC Housing which may specify other reporting requirements
3. The Provider will also use the Databases specified by BC Housing for ongoing reporting requirements, as directed by BC Housing.
4. BC Housing acting reasonably, reserves the right to change the reporting requirements from time to time, with at least thirty (30) days' written notice to the Provider.

B. OPERATIONAL REVIEW

1. From time to time, BC Housing will conduct an on-site operational review to determine compliance with the terms of this Agreement and any other agreements between the Provider and BC Housing.
2. BC Housing will provide the Provider with at least thirty (30) days' written notice of such an operational review.

SCHEDULE D – RESIDENT AND STAFF MANAGEMENT

A. RESIDENT SELECTION AND MANAGEMENT

1. **No Landlord and Tenant Relationship.** No landlord and tenant relationship will exist between the Resident and BC Housing. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay the Resident Rent Contribution.
2. **Resident Selection.** All Residents must be experiencing Homelessness or At Risk of Homelessness, with an Income at or less than HILs and must be placed in a Residential Unit appropriate to their household size, as determined by BC Housing from time to time.
3. **Resident Management.** The Provider will make all reasonable efforts to support and maintain the residency, however, the Provider is not expected to maintain the residency in the event of extenuating health and safety risks to the Resident, staff or other Residents (e.g. assaults/threats to Residents or staff and/or medical needs beyond what the Provider can accommodate).
4. **Coordinated Access and Assessment.** The Provider will collaborate with other providers in the community to select Residents using the Coordinated Access and Assessment process, where possible.
5. **Database.** Unless otherwise approved by BC Housing, Providers will use the Database specified by BC Housing to select Residents.
6. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where specific populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
7. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development, and will notify BC Housing of any extended vacancies.
8. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
9. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the governing legislation.
10. **Resident Relations.** The Provider will establish policies and procedures to:
 - i. select Residents in an open, fair, consistent and non-discriminatory way;
 - ii. serve Residents promptly and courteously, with clear and informative communication;
 - iii. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
 - iv. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
11. **Proof of Income.** As directed by BC Housing, the Provider will obtain a declaration ("Declaration of Income") and supporting documentation as evidence of the Income of that Resident at the time of the initial occupancy and annually thereafter. The declaration will be in a form approved by BC Housing as may be amended by BC Housing from time to time. Where applicable, the Provider will maintain a copy of each Resident's proof of Income in a file available to BC Housing on request.
12. **Wellness Checks.** The Provider will establish regular health and wellness checks for Residents, including an escalation procedure which may warrant room checking, when a Resident has not been seen or heard from for an extended period, not to exceed forty-eight (48) hours.
13. **Access to Housing.** The Provider will strive to accommodate individuals who may otherwise encounter barriers to Housing because of certain circumstances. In particular, the Provider will:

- a. reasonably accommodate individuals with pets; particularly in situations where individuals are transitioning from shelters or other forms of Homelessness to Housing;
- b. accommodate individuals who may require harm reduction supplies on site, including clean needles, access to safe disposal (i.e. sharps containers), condoms etc; and
- c. ensure that appropriate overdose prevention measures are in place for Residents of the Development.

B. STAFF REQUIREMENTS

1. The Provider will ensure that all staff at the Development, whether part-time or full-time, paid or voluntary, have the appropriate skills, training and qualifications for the tasks that they perform. The Provider will:
 - a. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the *Workers Compensation Act*;
 - b. ensure staff have orientation on the Support Services and standards specified in this Agreement;
 - c. ensure staff have orientation on the Provider's standards, written policies and procedures related to the Support Services, including health and safety procedures. This will include written policies and procedures to deal with prevention of infections, infectious diseases, exposure to blood and body fluids, and the safe handling of needles;
 - d. ensure that the staff undergoes a criminal record check in accordance with the *Criminal Records Review Act* and keep evidence on file that the criminal record check was completed. The Provider is required to have a written policy on the frequency of subsequent criminal record checks; and
 - e. have written policies regarding the use of hazardous cleaning materials that are in accordance with Workplace Hazardous Materials Information System (WHMIS) guidelines.
2. **Food Safety.** The Provider will ensure all food handling, preparation, storage, serving, premises etc., is completed in accordance with the Food Premises Regulation of the *Public Health Act*, the *Food Safety Act* and other relevant regulations. At least one (1) person with FOODSAFE Level I certification shall be present at all times wherever food is handled or served. It is strongly encouraged that one staff member hold a valid FOODSAFE Level II certificate.
3. **Training.** The Provider will also ensure staff have the following training to a level approved by BC Housing:
 - a. Crisis prevention training and/or de-escalation training, non-violent intervention;
 - b. Standard First Aid and CPR. At least one(1) staff member certified in Standard First Aid and the appropriate CPR level training must be on duty at all times;
 - c. Indigenous awareness training;
 - d. Mental health first aid training;
 - e. Domestic violence safety planning;
 - f. Substance use awareness and safety training, including naloxone training;
 - g. LGBT2Q+ awareness training;
 - h. Trauma-informed practice training
 - i. Staff self-care training;
 - j. Vulnerability Assessment Tool (VAT) training; and
 - k. BC Housing Database training.

SCHEDULE E – AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION

If a Resident's information needs to be shared with other service agencies, the Resident's permission must be obtained in writing prior to sharing the information. The EXCHANGE OF INFORMATION FORM below, or an equivalent form that meets the requirements of the *Personal Information Protection Act* (British Columbia) and the *Freedom of Information and Protection of Privacy Act* (British Columbia), may be used.

**THE PORT ALBERNI FRIENDSHIP CENTRE
EXCHANGE OF INFORMATION**

Part 1 – To OBTAIN information

I, _____, born on (date) _____

authorize _____ to obtain the minimum information necessary from:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

This consent is effective for six months from the date of signing unless withdrawn by me in writing.

Signature: _____ Witness: _____

Date: Month _____ Day _____ Year _____

Part 2 – To RELEASE information

I, _____, born on (date) _____

authorize _____ to release the minimum information necessary to:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

Signature: _____ Witness: _____

This consent is effective for six months from the date of signing unless withdrawn by me in writing.

Dated at _____ this _____ day of _____,

The Port Alberni Friendship Centre complies with all applicable privacy laws. If you have questions about the way we handle your private information, please ask to speak to the Executive Director.

SCHEDULE F – INSURANCE

A. INSURANCE – THE PROVIDER

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion.
 - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission as an additional insured, and an endorsement to provide thirty (30) days' advance written notice to the Provider of material change or cancellation.
 - b. The foregoing insurance will be primary and not require the sharing of any loss by any insurer of BC Housing.
 - c. The Provider will provide to BC Housing evidence of all required levels of insurance within thirty (30) days of the execution of this Agreement and within thirty (30) days of renewal of such written policies. When requested by BC Housing, the Provider will provide certified copies of such policies.
2. The Provider will promptly notify BC Housing of any circumstance known or which becomes known to the Provider which might materially affect the coverage under the Provider's insurance policies.
3. Any requirement or advice by BC Housing regarding the amount of coverage under any policy of insurance does not constitute a representation by BC Housing that the amount required is adequate.
4. The Provider will provide, maintain, and pay for, any additional insurance which the Provider is required by law to carry, or which the Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.
5. The Provider hereby waives all rights of recourse against BC Housing with regard to any damage, theft or loss of the Provider's property and agrees to carry adequate insurance coverage against such damage, theft or loss of property.
6. The Provider will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees and other persons engaged in any work in or upon the Development required by the *Workers Compensation Act* (British Columbia).

**Schedule E–
Letter of Intent**

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SCHEDULE D

THE LEASE

(Draft Sept 12, 2022)

THIS LEASE dated for reference the 12th day of September, 2022

BETWEEN:

THE CITY OF PORT ALBERNI

(the "**City**")

AND:

PORT ALBERNI FRIENDSHIP CENTRE

(the "**Lessee**")

WHEREAS:

- A. The City is the registered owner of the lands, having a civic address of 3665, 3675, and 3689 4th Avenue, Port Alberni, British Columbia and legally described respectively as:

PID: 009-243-372, **LOT 23, BLOCK 46, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197B,**

PID: 009-243-399, **LOT 24, BLOCK 46, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197B, and**

PID: 003-029-808 **LOT A, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 24376 ("Lot A")**

which are shown outlined in bold on the plan attached hereto as Schedule A (collectively, the "**Lands**");

- B. The City, the Lessee and the British Columbia Housing Commission ("**BC Housing**") have entered into a letter of intent dated for reference August 18th, 2022, an excerpt of which is attached hereto as Schedule B (the "**Letter of Intent**") whereby the parties have detailed their intentions to use the Lands for the purpose of temporary housing for the City's vulnerable population;
- C. The Lands are currently zoned C-3 which does not permit the proposed temporary housing use and as such a Temporary Use Permit under s. 493 of the *Local Government Act* (BC) will be required to permit the use for up to two (2) years on the Lands, a draft of which is attached hereto as Schedule C (the "**TUP**");
- D. The Lessee and BC Housing are entering into an operating agreement dated for reference *, 2022 concurrently with this Lease, an excerpt of which is attached as Schedule D (the "**Operating Agreement**");

- E. In accordance with the Letter of Intent, the Lessee desires to lease the Lands for the purpose of operating and maintaining a temporary housing facility for the City's vulnerable population on the terms and subject to the conditions set out herein,

NOW THEREFORE in consideration of the premises and the payment of \$1.00 (one dollar) from each party to the other, the receipt and sufficiency of which both parties hereby acknowledge, the parties agree as follows:

1. **Demise and Term** - The City hereby demises and leases to the Lessee the Lands for a term of two (2) years from the 1 day of October, 2022 (the "**Commencement Date**") to and including the 1 day of October, 2024 (the "**Term**") to have and to hold for the Term for the purpose of installing, constructing, operating and maintaining temporary housing for the City's vulnerable population substantially in accordance with the Letter of Intent, the TUP, the Operating Agreement and the plans shown in Schedule E (the "**Permitted Use**").
2. **Quiet Enjoyment** - Subject to this Lease, the Lessee will and may peaceably hold and enjoy the Lands during the Term without interruption or disturbance by the City or any person lawfully claiming under the City.
3. **Renewal** – This Lease may only be renewed by the mutual agreement of the parties.
4. **Rent** – The Lessee shall pay to the City rent in the amount of \$1.00 per year, to be paid in advance on the first day of each year of the Term (the "**Rent**") and the Lessee shall pay to City, from time to time upon demand, all other sums payable to the City pursuant to this Lease (the "**Additional Rent**").
5. **Lessee's Right of Access** – The Lessee shall have the right to access the Lands from any location on 4th Avenue adjacent to the Lands.
6. **Lands Accepted "As Is"** – The Lessee accepts the Lands "as is" and acknowledges that it has had the opportunity to undertake such inspections, tests and surveys of the Lands as it considers necessary and that the City has made no representations or warranties respecting the Lands, and that by entering into this Lease, it is satisfied that the Lands are suitable for its purposes.
7. **Ownership of Improvements** – The City and the Lessee agree that the title to and ownership of any temporary fixtures or improvements erected or to be erected on the Lands by or on behalf of the Lessee in accordance with the TUP, together with all replacements, alterations, additions, changes, substitutions, improvements and repairs thereto (the "**Improvements**"), shall at all times during the Term be vested in the Lessee, notwithstanding any rule of law to the contrary. At the expiration or early termination of the Term, the City may require the Lessee to remove all or part of the Improvements and any part of the Improvements not removed by the Lessee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Lessee.

8. **Net Lease** – Subject to the City’s obligations under the Letter of Intent and this Lease, it is the intention of the parties that this is a “Net Lease” and at all expenses, costs and payments incurred in respect of the Lands and any other improvement to the Lands or anything affecting the Lands shall be borne by the Lessee.
9. **Taxes** – The Lessee shall promptly pay when due municipal, regional district, school, hospital district and other property taxes and all other taxes, charges, levies, assessments, and other fees which may be imposed or that may arise in respect of the Lands or the Lessee’s use of the Lands.
10. **GST** – The Lessee shall pay to the City all taxes, charges, levies and other fees, including Goods and Services Tax or any replacement tax, which may be payable in respect of this Lease.
11. **Utilities** – The City shall pay all charges for water supply and sanitary sewage disposal and the Lessee shall be responsible for all other charges and fees with respect to any other utility services rendered in respect of the Lands.
12. **Assigning and Subletting** - The Lessee shall not assign this Lease in whole or in part, and shall not sublet all or any part of the Lands or Improvements and shall not licence all or any part of the Lands or Improvements without the Lessee obtaining the prior written consent of the City in each instance, which consent will not be unreasonably withheld. In requesting the City’s consent to an assignment, sublease or licence, the Lessee must provide the City with all information requested by the City. The Lessee must, if required by the City, enter into sub-leases, assignment agreements or licences on terms required by the City, including requirements for insurance and indemnities.
13. **Use of Lands** – The Lessee will use the Lands and Improvements for the primary purpose of the Permitted Use defined herein and, if the Lessee obtains the prior written consent of the City, which consent may not be unreasonably withheld, for another use ancillary to the Primary Use.
14. **Construction** – The Lessee may, if the Lessee is not then in default under this Lease and in accordance with the prior written consent of the City, construct, renovate or replace the Improvements, provided such Improvements are consistent with the TUP and the Permitted Use. In giving its consent, the City may impose any conditions, including, without limitation, location requirements, parking and access requirements, construction requirements, design requirements, use restrictions, financial restrictions, and security obligations.
15. **Permits Required** – The Lessee acknowledges that prior to any construction on the Lands, including construction, renovation or replacement of the Improvements, the Lessee must obtain all permits contemplated in the TUP and other applicable bylaws and comply with all other bylaw requirements imposed by the City on construction within its boundaries.
16. **Compliance with Operating Agreement and Laws** – The Lessee will at all times during the Term use and occupy the Lands in compliance with the TUP, the Operating

Agreement and all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters and relating to Lands, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

17. **Use of Lands** – The Lessee acknowledges that the Lessee must not use the Lands or permit a use of the Lands in breach of the TUP or other applicable enactments.
18. **No Nuisance** - The Lessee will not, at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Lands or Improvements or any part thereof any noisy, noxious or offensive art, trade, business, occupation or calling and, the Lessee will not carry on, or suffer or permit to be carried on, on the Lands or Improvements any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to the City, to any occupant of lands and premises in the vicinity of the Lands and Improvements.
19. **Liens and Judgments** – The Lessee will not permit any liens, judgments or other charges to be registered against the Lands. If any lien, judgment or other charge is registered, the Lessee will obtain its discharge within 30 days of the said registration.
20. **Filing Notice of Interest** – Throughout the term, the City is entitled to file a Notice of Interest pursuant to Section 3 (2) of the *Builders Lien Act* in the appropriate Land Title Office against title to the Lands.
21. **Repairs and Maintenance** – Throughout the Term at its own expense, the Lessee shall repair and maintain the Improvements and will keep the Improvements in a state of good repair as a prudent owner would do. The City will not be obliged to repair, maintain, replace or alter the Lands or the Improvements or any other building or structure or any part thereof on the Lands during the Term or to supply any services or utilities thereto save and except for such services and utilities as the City may be required to provide under this Lease or strictly in its capacity as a municipality and not in its capacity as a landlord. The Lessee hereby assumes the full and sole responsibility for the condition, operation, maintenance, repair, replacement and management of the Lands and Improvements during the Term.
22. **Maintenance of Grounds** – The Lessee shall clear all ice and snow, cut grass, landscape, repair and replace as necessary all sidewalks, driveways, parking areas and other public areas on or adjacent to the Lands in a well maintained, clean, tidy and safe state as befits land used for the Permitted Use and as a prudent owner would do.
23. **Public Safety** – The Lessee shall take all possible precautions to ensure the safety of person using the Lands and Improvements.
24. **Waste** – The Lessee will not commit, suffer, or permit any wilful or voluntary waste, spoil or destruction of the Lands.

25. **Right to Inspect** – The Lessee shall permit the City to enter the Lands and the Improvements at all reasonable times to determine if the Lessee is complying with all its promises under this Lease.
26. **Insurance Clauses** –
- (a) The Lessee is responsible for insuring the Improvements and all other structures located on the Lands and the contents of them, to full replacement cost against risk of fire and other risks against which a prudent owner would insure.
 - (b) Without limiting the Lessee's obligations and liabilities under this Lease, the Lessee shall obtain, at its own expense, and keep in force a policy of comprehensive/commercial general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Lessee's use and occupation of the Lands in an amount of not less than Five Million (\$5,000,000) Dollars inclusive per occurrence and the City, and its elected officials, officers, employees, agents and others, shall be named as additional insureds under the policy.
 - (c) On the Commencement Date and at other times upon demand by the City, the Lessee shall deliver to the City certified copies of the policies of insurance required to be maintained by the Lessee under this Lease.
 - (d) The City may, from time to time, notify the Lessee to change the amount of insurance required by this Lease and the Lessee will, within 45 days of receiving such a notice, cause the amounts to be changed and deliver to the City a letter from its insurer certifying the change in the amount of insurance.
 - (e) The Lessee shall ensure that all policies of insurance pursuant to this Lease are:
 - (i) placed with insurers licensed in British Columbia;
 - (ii) are written in the name of the Lessee and the City with loss payable to them as their respective interests may appear;
 - (iii) contain a cross liability clause and a waiver of subrogation clause in favour of the City;
 - (iv) primary and does not require the sharing of any loss by any insurer that insures the City;
 - (v) contain a clause to the effect that any release from liability entered into by the City prior to any loss shall not affect the right of the Lessee or the City to recover; and
 - (vi) endorsed to provide the City with 30 day's advance notice in writing of cancellation or material change.

27. **Release** – The Lessee hereby releases the City and its elected officials, officers, employees, agents and others from and against all demands and claims, which the Lessee may have, now or in the future, in relation to this Lease, the Lands or the Lessee's use or occupancy of the Lands.
28. **Indemnity** – Save and except for the negligence of the City, its employees and contractors the Lessee will and hereby does indemnify and save harmless the City from any and all liabilities, damages, costs, claims, suits or actions whatsoever in connection with or arising from:
- (a) any breach of any obligation set forth in this Lease to be observed or performed by the Lessee;
 - (b) any act, omission, or negligence of the Lessee, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;
 - (c) any damage to property occasioned by the Lessee's use and occupation of the Lands and Improvements or any injury to person or persons, including death, resulting at any time from the Lessee's use and occupation of the Lands and Improvements; or
 - (d) the granting of this Lease.
29. **Environmental Clauses**
- (a) **Definitions** – For the purpose of this Part:
 - (i) **"Environmental Law"** means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
 - (ii) **"Hazardous Substance"** means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
 - (iii) **"Notice"** means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
 - (iv) **"Permit"** means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.
 - (b) **Compliance with Laws** – The Lessee will conduct its business and operation on the Lands in compliance with all Environmental Laws and all Permits.

- (c) **Notice to District** – The Lessee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of a Hazardous Substance on the Lands, except as is authorized under Environmental Law;
 - (ii) the receipt by the Lessee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit;
 - (iii) the receipt by the Lessee of a Notice of a claim by a third party relating to environmental concerns; or
 - (iv) the receipt by the Lessee of information which indicates that Hazardous Substances are present in or on the Lands.
- (d) **Storage of Hazardous Substances** – The Lessee will not permit the storage, treatment or disposal of Hazardous Substances on the Lands except in accordance with all Environmental Laws.
- (e) **Investigations** – The Lessee will conduct such investigations, searches, testing, drilling and sampling (“Investigations”) as may at any time be required by the City where any reasonable evidence exists that the Lessee's current or prior use or occupation of the Lands may be introducing or increasing the existence of any Hazardous Substance on the Lands. If the Lessee does not complete the Investigations to the satisfaction of the City, the City may enter on the property of the Lessee and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Lessee.
- (f) **Remediation** – If Hazardous Substances are present on or in the Lands as a result of the Lessee's use or occupation of the Lands, the Lessee will take all necessary action, at the cost of the Lessee to remediate the Lands to a level acceptable to the City and to governmental authorities.
- (g) **Condition of Lands on Termination** – Prior to the termination of the Lease, the Lessee will conduct all Investigations required by the City where any reasonable evidence exists that the Lessee's use or occupation of the Lands has introduced or increased the existence of any Hazardous Substance on or in the Lands. The Lessee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Lands as a result of the Lessee's use or occupation of the Lands, the Lessee will take all necessary action, at the cost of the Lessee, to remediate the Lands to a level acceptable to the City and to governmental authorities.
- (h) **Permits** – The Lessee will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.

- (i) **Indemnity (Environmental)** – The Lessee will indemnify and save harmless the City, their officers, directors, employees, agents and shareholders from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, their officers, directors, employees, agents and shareholders arising, directly or indirectly, out of:
 - (i) a breach by the Lessee of any of the covenants contained in this Lease;
 - (ii) where the Lessee's use or occupancy of the Lands results in the presence, release or increase of any Hazardous Substance on the Lands (or on any other land by way of migration, seepage or otherwise);
 - (iii) any reasonable action taken by the City with respect of the existence of or remediation for any such Hazardous Substance on the Lands (or on any other land by way of migration, seepage or otherwise); or
 - (iv) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on the Lands (or on any other land by way of migration, seepage or otherwise).
- 30. **Survival of Indemnities** – The indemnities contained in this Lease will survive the expiration or earlier termination of the Term.
- 31. **Notice** – Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:
 - (a) when delivered by hand, on the date of receipt; or
 - (b) mailed by prepaid registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is the earlier,

PROVIDED the notice is sent to the party at the address provided herein or to whatever other address the City and Lessee may from time to time advise by written notice. If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending the notice, document or communication shall fax or deliver such notice, document or communication in order to ensure its prompt receipt.
- 32. **Notice of Default** – If the Lessee fails to observe, comply with or perform any of its covenants, agreements or obligations under this Lease, the City may deliver to the Lessee a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 30 days of the notice for other defaults, but less or no notice is required to be given by the City in emergency or urgent circumstances, as

determined by the City in its sole discretion, acting reasonably, or where the Lessee has failed to keep the Lands and Improvements insured.

If the default (other than the failure to keep the Lands and Improvements insured) reasonably requires more time to rectify or cure than 30 days, the Lessee will be deemed to have complied with the rectification or curing of it if the Lessee commences rectifying or curing the default within 30 days after notice from the City and diligently completes the same.

33. **City's Right to Perform** – If the Lessee fails to rectify or cure a default within the time and in the manner specified in a notice under section 32 and if the default is one that can be rectified or cured by the City, the City may, without further notice to the Lessee, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Lessee as Additional Rent. Nothing in this Lease obligates the City to rectify or cure any default of the Lessee but should the City choose to do so, the City shall not be liable to the Lessee for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.
34. **Distress** – If the Rent or Additional Rent payable by the Lessee is in arrears, the City or a person authorized in writing by the City may enter upon the Lands and seize any goods or chattels and may sell the same.
35. **Provisos** – Provided always and it is hereby agreed that the City may, without further notice to the Lessee, terminate this Lease and re-enter and take possession of the Lands if:
 - (a) the Rent or any Additional Rent is unpaid for fifteen (15) days after notice pursuant to section 32; or
 - (b) the Lessee fails to observe, comply with or perform any of its covenants, agreements or obligations herein or the TUP or Operating Agreement and the failure is not rectified or cured by the Lessee within the time specified in section 32 or in the Operating Agreement as applicable.

The Lessee will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Lease under this section. If the City terminates this Lease, the City retains the right to proceed at law against the Lessee for all of Rent and Additional Rent and other loss or damage and costs, including all prospective losses or prospective damages suffered or to be suffered by the City arising from the default of the Lessee under this Lease.

36. **Remedies Cumulative** – The City's remedies in this Lease are cumulative and are in addition to any remedies of the City at law or in equity.
37. **Dissolution** – If the Lessee is a corporation and if an order is made, a resolution passed or a petition filed for the liquidation or winding up of the Lessee or if a receiver or receiver-manager is appointed to administer or carry on the Lessee's business, then at the option

of the City, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the City may re-enter and take possession of the Lands.

38. **Bankruptcy** – If this Lease is at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Lessee or the Lessee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Lessee to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of the City, the Rent, Additional Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and the City may re-enter and take possession of the Lands.
39. **Holding Over** – If the Lessee should hold over after the expiration of the Term and the City should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.
40. **Yielding Up** – The Lessee agrees to deliver to the City the Lands, including the Improvements or the portion thereof removed by the Lessee pursuant to section 7, at the expiry or earlier termination of this Lease in good repair, subject only to reasonable wear and tear, and in compliance with the environmental clauses in this Lease.
41. **Legal Costs** – Each of the City and the Lessee is responsible for its own legal costs in relation to the preparation and negotiation of this Lease.
42. **Own Cost** – The Lessee shall perform all of its obligations, covenants and agreements under this Lease solely at its own cost.
43. **Law to the Contrary** – This Lease shall enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
44. **Severance** – If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.
45. **Governing Law** – This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.
46. **No Waiver** – Waiver by the City of any default by the Lessee shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.
47. **References** – Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

48. **Amendment** – This Lease may not be modified or amended except by an instrument in writing signed by the City and the Lessee.
49. **Remedies Not Exclusive** – No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.
50. **No Joint Venture** – Nothing in this Lease shall constitute the Lessee the agent, joint venturer or partner of the City or give the Lessee any authority or power to bind the City in any way.
51. **Charges on Title** – The Lessee shall abide by and observe all requirements and restrictions on the title to the Lands registered prior to the Commencement Date.
52. **Other Dispositions** – The City reserves the right to grant rights of way, easements, covenants and other dispositions of the Lands or any part of it in a manner consistent with this Lease and the Lessee shall execute any such document if requested by the City. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Lease if it does not charge the Lands.
53. **Powers Preserved** – Nothing in this Lease affects the right of the City to exercise its powers within its jurisdiction.
54. **Authority** – The Lessee represents and warrants to the City that it has full authority to enter into this Lease and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Lease on its behalf are authorized to bind the Lessee by their signatures.
55. **Enurement** – This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
56. **Captions** – The captions appearing in this Lease have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Lease.
57. **Interpretation** – Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.
58. **Entire Lease** – The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.
59. **Time of Essence** – Time is of the essence of this Lease.

60. **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.
61. **Covenants and Conditions** – All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.
62. **No Abatement** – The Lessee is not entitled to any abatement or reduction or deduction from the Rent or Additional Rent.
63. **Estoppel Certificate** – The Lessee will, upon request, execute and deliver a certificate certifying the current status of this Lease.
64. **Registration** – the Lessee may register this lease against the title to the Lands, in which case the Lessee must pay all registration costs and property transfer tax.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set out below:

THE CITY OF PORT ALBERNI, but its authorized signatories, has executed this Lease this _____, 2022, at Port Alberni, British Columbia.

Name:

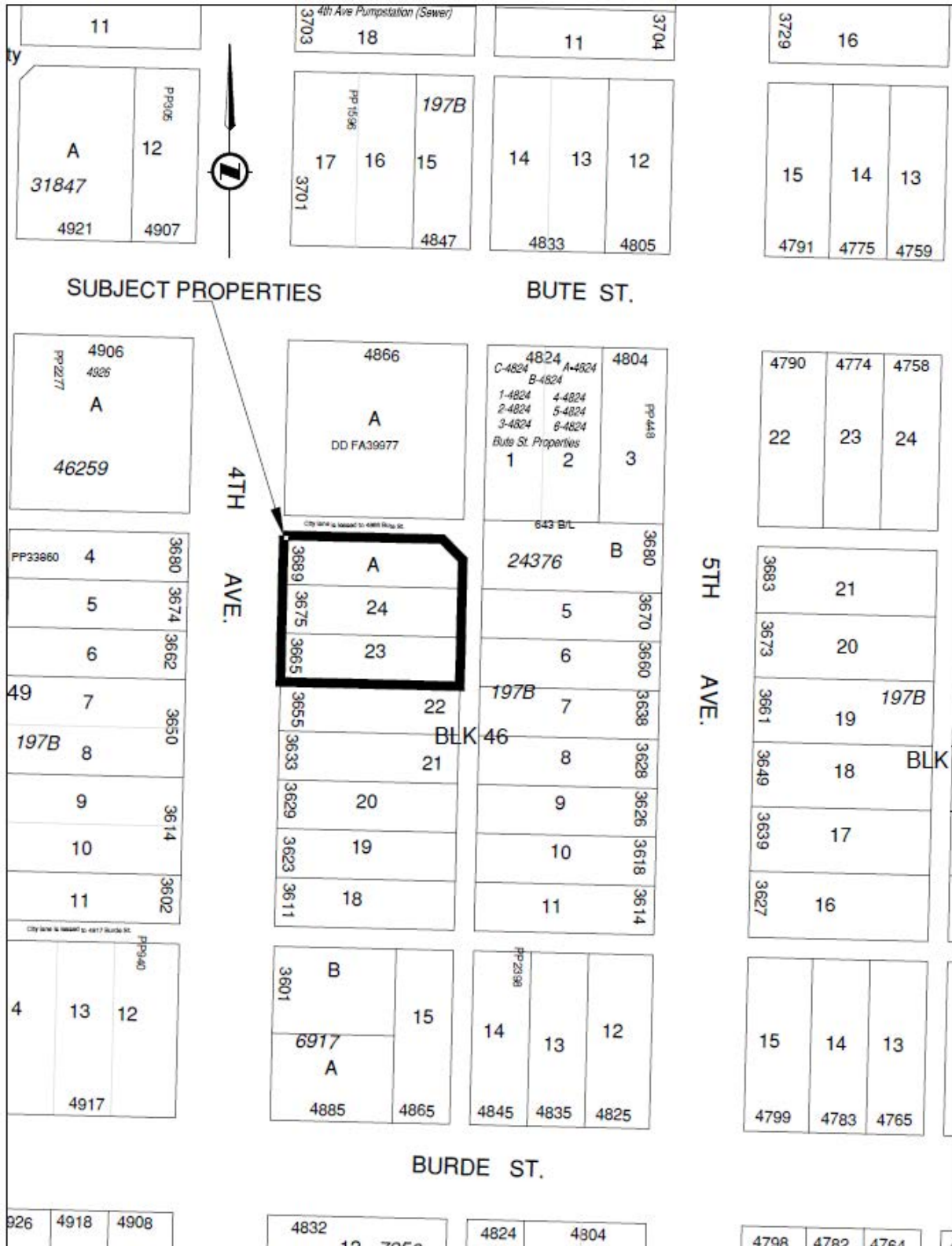
Name:

PORT ALBERNI FRIENDSHIP CENTRE, but its authorized signatories, has executed this Lease this _____, 2022, at Port Alberni, British Columbia.

Name:

Name:

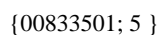
SCHEDULE A
PLAN OF THE LANDS



SCHEDULE B
EXCERPT OF LETTER OF INTENT

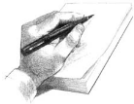
SCHEDULE C
TEMPORARY USE PERMIT

SCHEDULE D
OPERATING AGREEMENT EXERPT



SCHEDULE E
OPERATING AGREEMENT

(Draft Aug 15, 2022)



**Summary Report / Minutes of the Advisory Planning Commission Meeting
held on September 15, 2022 at 12:00 p.m.
(Council Chambers, Port Alberni City Hall, 4850 Argyle Street)**

Commission Members Present

Ken McRae, (Vice - Chair)
Harley Wylie (Alt. – Tseshah (č išaa?ath) F.N)
Stefanie Weber
Jolleen Dick, Councillor, Hupačasath F.N
Amy Anaka
Callan Noye
Larry Ransom (Alt.– S.D.70)
Andre Guerin, P.A.F.D. Liaison
Peter Dionne, R.C.M.P. Liaison
Amy Needham, Parks Liaison

Regrets

Ken Watts, Chief, Tseshah (č išaa?ath) F.N)
Ed Francoeur (Chair)
Joe McQuaid
Christine Washington, SD70
Councillor Deb Haggard, Council Liaison

Staff

Marianne Wade, Manager of Planning
Brian McLoughlin, Development Planner
Cara Foden, Planning Technician
Scott Smith, Dir. of Dev. Services/Deputy CAO

Guests

Kelly Learned, Consultant (FRANK)
Applicants: None attending
Public: Derrin Fines, PAFD

Alternates (not in attendance)

Councillor Helen Poon (Alt.– Council Liaison)
S./Sgt. Mike Thompson (Alt.– RCMP)



1. Acknowledgements and Introductions:

Acknowledgement by Chair that this Advisory Planning Commission (APC) meeting is being held within the un-ceded, traditional territories of the Hupačasath Nation and the č išaa?ath (Tseshah) First Nation. Welcome and introductions.

2. Minutes: Adoption of August 18, 2022 Minutes

Motion:

That the City of Port Alberni Advisory Planning Commission adopt the minutes of the August 18, 2022 regular meeting as amended.

(Weber / Wylie) CARRIED

3. Official Community Plan (OCP) – Vision and Touchstones – Consultant, Kelly Learned (FRANK) presented draft Vision and Touchstones

- The Manager of Planning introduced Kelly Learned who gave a brief overview of the OCP project and status. Ms. Learned advised the APC members that Slido software would be used during this session to gather feedback regarding the draft Vision and Touchstones. A series of questions allowed for the APC members to provide feedback interactively and to discuss the feedback as notes were taken.
- The draft 'Vision' and Seven (7) of the draft 'Touchstones' were presented for review, one at a time, to determine the level of support for each. The level of support was determined interactively, via mobile phone voting on the polls, and followed by an opportunity for individual APC members to elaborate on their reasons for supporting, not supporting or expressing neutrality regarding the content and wording contained in each of the 'Touchstones'. See attached summary of the notes taken.

4. DEVELOPMENT APPLICATION – Temporary Use Permit

3665 4th Ave. - Lot 23, Block 46, District Lot 1, Alberni District, Plan VIP197B (PID: 009-243-372) and;

3675 4th Ave. - Lot 24, Block 46, District Lot 1, Alberni District, Plan VIP197B (PID: 009-243-399) and;

3689 4th Ave. - Lot A, District Lot 1, Alberni District, Plan VIPVIP24376 (PID: 003-029-808)

APPLICANT: C. Stevens dba The Port Alberni Friendship Centre

- The Manager of Planning summarized her report to the APC dated September 8, 2022.
- APC discussed the proposed permit with respect to the following:
 - A renewal of the initial term of the TUP would include factors such as lack of availability of another form of supportive housing or an increased need for the service within the community.
 - It was noted that the City would be providing infrastructure in the form of city services (Water, Sanitary, Storm, Fencing etc) that is costly. The Manager of Planning explained that the City Council had resolved to contribute \$140,000 towards the project with the goal of supporting vulnerable members of the community.
 - APC members were concerned about operations of the facility and safety. The Manager of Planning indicated that many of the operational concerns voiced would be the responsibility of BC Housing under an Operational Agreement and Operational Budget funded by BC Housing. The City would not be responsible for operational costs.
 - The shelters did not have cooking facilities as meals would be provided under the operational budget. Maintenance would also fall under the operational budget.
 - Safety was discussed and it was noted that the shelter would have security cameras and on-site staffing 24 hours/day.
 - The temporary nature of the permit was discussed and the future of the facility/site. If the site is deemed appropriate for the long term the potential for rezoning might be a feasible option.

Motion:

That the Advisory Planning Commission recommends to City Council that Council support the application.

(Ransom / Weber) CARRIED

5. DEVELOPMENT APPLICATION – Zoning Bylaw amendments

5837 Compton Road Lot B, District Lot 21, Alberni District, Plan VIP20721 (PID: 003-573-818); and

5801 Compton Road Lot A, Section 21, Alberni District, Plan VIP20721 (PID: 003-573-796)

APPLICANT: G. Cicon

- The Director of Development Services summarized his report dated September 8, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The location of the property with respect to the Floodplain Bylaw and with respect to new flood level mapping now available was discussed. The APC expressed concern that site development may be contrary to the objectives of the community once the new OCP is adopted. The Director agreed that the top of Golden St. presented challenges for Tsunami evacuation routing and a long-term plan may include Pierce Rd. and Georgia Rd. as potential routing if connected to Beaver Ck Rd. The Director also indicated to APC that the site itself, though included in the area covered by the Floodplain bylaw, actually exceeds the levels required under that bylaw and the new Flood mapping levels that are now available.
 - The Park designation on 5801 Compton Rd. will not change around Lugin Creek that runs

through the property. The site is not currently included in a Development Permit Area.

- There would be potential to include a covenant on the land to guarantee construction elevations.
- The Subdivision Approving Officer would ensure that no land was “ cut off” from road access. The current application does not guarantee subdivision approval and the applicant would be required to meet the appropriate conditions of subdivision in order to develop the land or subdivide further.

Motions:

1. *That the Advisory Planning Commission recommends to City Council that Council support the application.*

(Dick / Wylie) CARRIED

6. DEVELOPMENT APPLICATIONS – Zoning Bylaw amendments

a) 2244 Mallory Drive - Lot 7, District Lot 1, Alberni District, Plan VIP23398 PID: 000-819-972

b) 2272 Mallory Drive - Lot 3, District Lot 1, Alberni District, Plan VIP23398 PID: 002-881-195

APPLICANT: D. Saywell Developments Ltd., Inc. No. 0699694

- The Manager of Planning (M.W.) summarized her reports dated September 15, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The development of the duplex homes would not be out of character for the existing neighbourhood.

Motions:

1. *That the Advisory Planning Commission recommends to City Council that Council support the application for a Zoning amendment for 2244 Mallory Drive.*

(Ransom / Wylie) CARRIED

2. *That the Advisory Planning Commission recommends to City Council that Council support the application for a Zoning amendment for 2272 Mallory Drive.*

(Noye / Ransom) CARRIED

7. Status Update: None at this time.

8. OTHER BUSINESS: Andre Guerin, PAFD Liaison introduced Derrin Fines who will be replacing Andre and the PAFD Liaison in October 2022.

9. ADJOURNMENT: The meeting adjourned at 2:00 pm. The next meeting is scheduled for 12:00 pm on **October 20, 2022.**

(Weber / Wylie) CARRIED CARRIED

Ken McRae (Vice-Chair)

Attachment

Advisory Planning Commission – September 15th – Agenda Item 1 - Official Community Plan (OCP) – Vision and Touchstones - Summary of Notes taken during SLIDO presentation, Poll question discussions:

Poll 1 – Draft Vision

- 44% identified the Vision needs more work.
- Words to include = diverse, sustainable, cultures, “inclusive access” to replace equitable access, play, learn, resources,
- “shared western and indigenous histories” is problematic. May not be shared.
- Not all non-indigenous community members are “Western”.
- “Taking care of each other, our resources...” instead of our land, our water.
- Supporting “play, learn”, food, shelter, mobility, after “Histories”. Add “cultures”, “resources”

Poll 2 - Touchstone - Environmental Protection and Leadership:

- Wording and phrasing order is important – Indigenous cultures and references often shuffled to last place so our Vision and Touchstones should consider wording order referencing Indigenous.
- “Support” is not strong enough. Make more affirmative re: recovery of damaged ecosystems.
- Need emphasis on the word “recovery” with respect to environment
- Speak to partnerships with F.N., industry
- Identify that working with employers is necessary
- Speak to incorporation of traditional ecological knowledge.
- Statement doesn’t reference F.N. involvement or position at leadership table
- Be leaders prioritizing F.N. and incorporating concerns.
- Consider having a dedicated F.N. / Indigenous Department within City Hall.
- Words to include = protect, preserve, rehabilitate, promote industry
- Remove words “on the island”

Poll 3 - Touchstone – Grow with Tomorrow in Mind

- 86% indicated Neutrality about the statement presented
- Needs to be more specific
- Seems to support status quo rather than progressive with use of the word diversity
- Needs clarity re: “what does GROW mean (is it just in terms of climate or broader? Are demographics in mind?)
- Words “changing climate” too constrained?
- Should incorporate philosophy “grow while still protecting environment”
- Provide a diversity of universal, rather than accessible, options for moving around Port Alberni

Poll 4 - Touchstone – Responsible Infrastructure Management

- 71% indicated neutrality about the statement presented
- “maintain” and utilize what we already have
- Ensure new infrastructure resilient to change
- Missing emphasis to encourage building in right location (not floodplain etc)
- Words “adaptation” and “mitigation” are redundant and not necessary.

Poll 5 - Touchstone – Healthy, Vibrant, Inclusive Community

- 83% indicated neutrality about the statement presented
- Affordability affects rate of volunteerism. Retirees now needing to go back to work or choosing to.
- Volunteerism could look different, rethink, evolve,
- Care for ALL who need support not just those needing MOST support

Poll 6 - Touchstone – Livability

- 75% indicated support for statement presented
- Concerns re lack of improvement and progression with current transit routes/systems that have not changed much in decades
- Words - access to “services, transit, leisure and nature” and enabling “recreation”,
- “well designed” is very subjective - could be “balanced” instead
- Housing has been developed but at cost to Parks and Playgrounds (Recreation needs more emphasis)
- Safety and Security need to be included in livability factors
- 56% support , 44% needs more work on statement presented
- The word “increase” is problematic. We already have lots of spaces so “increase” what specifically? Maybe more ball fields and turf facilities?
- We have lots of aging facilities that will need to be replaced and maintained. Need to PLAN for this. We have lots of greenspace.
- Trail maintenance needs planning.
- Seek out and access Government funding sources

Poll 7 - Touchstone – Diverse, Balanced Economy

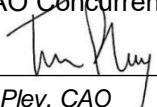
- 50% support , 50% needs more work on statement presented
- It is a warm, fuzzy but bureaucratic statement that doesn't say much.
- City needs to support new businesses, small businesses disappearing
- Use word “strengths” instead of “drivers”.
- Opportunities for ALL to stay rather than just youth and young families (everyone)
- Speak to need for business development supports
- Support new and emerging sectors – wider than just industry

Consultant indicated that the Reconciliation Touchstone would be discussed in more depth with the F.N. communities. APC noted that public engagement with Tseshaht F.N. had initially gotten off on wrong foot for the OCP project. Hoping for opportunities to discuss ideas with the Mayor. Reconciliation should be a top priority.

One word after today's discussion:

Encouraged, Useful, Hopeful, Inspired, Included, Ready

Date: August 29, 2022
File No: 4520-20-TUP22-01
To: Mayor & Council
Subject: Temporary Use permit TUP 22-01 | 3665, 3675, 3689 4th Avenue

Prepared by: <i>M. WADE</i> MARIANNE WADE MANAGER OF PLANNING	Supervisor: <i>S. SMITH</i> SCOTT SMITH DIRECTOR OF DEVELOPMENT SERVICES/DEPUTY CAO	CAO Concurrence:  T. Pley, CAO
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RECOMMENDATIONS

- a. That Council receive this report for a Temporary Use Permit TUP22-01 – Temporary low barrier shelter to permit up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping. To be located on City lands at 3665, 3675, and 3689 4th Avenue
- b. That Council direct staff to send notice as per section 494 (2) to (4) of the *Local Government Act* and send to owners and occupants within 75 metres of the subject property.
- c. That Council direct staff to advertise in the newspaper the disposition of land for a two (2) year lease as per section 26 and 94 of the *Community Charter* and Section 286 of the *Local Government Act* to the Port Alberni Friendship Centre for a temporary low barrier shelter.
- d. Whereas there is an urgent need to secure safe and reasonable temporary shelter for people experiencing housing insecurity;
 - a. And whereas the City owns the property at 3665, 3675, and 3689 4th Avenue (the “Lands”), which is designated under the Official Community Plan as being in Development Permit Area No.2:
 - b. And whereas under section 490 of the *Local Government Act* Council may exercise its authority in relation to development permits by resolution;
 - c. Be it resolved that Council make a policy decision to waive the requirement for a development permit in order to facilitate the installation of a temporary low barrier shelter which consists of up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitation facilities, one office, two outdoor gathering areas with a covering and furnishings, bicycle parking, garbage area, soft landscaping and fencing.

PURPOSE

The City has received an application for a Temporary Use Permit (TUP) to allow a low barrier shelter to be located on City lands at the property at 3665, 3675, and 3689 4th Avenue. The Port Alberni Friendship Centre has received funding from BC Housing to operate a temporary low barrier shelter for a two-year period and will be reviewed annually. These lands are not zoned for this use and an application for a TUP has been made as per section 493 of the *Local Government Act*. The objective of the TUP is to allow a use not permitted in the zone, and to specify general conditions of use in a permit issued by Council.

BACKGROUND

The City partnered with Tseshaht First Nation, Hupacasath First Nation, Nuuchah-nulth Tribal Council and Port Alberni Friendship Centre to look for solutions for “substandard and unsafe housing” and announced this initiative at the December 13, 2021. Through the work of the task force, the City secured lands to make available to a service provider, Port Alberni Friendship Centre, to operate a low barrier shelter with funding from BC Housing for a two-year term. Staff, the Friendship Centre and BC Housing have been working on a site plan and low barrier transition shelter to accommodate up to 30 beds. Research was undertaken by Staff to understand the regulatory requirements for the temporary low barrier transitional shelter to guide the installation of “tiny Shelters” on City land.

ALTERNATIVES/OPTIONS

1. *That Council direct staff to send notice as per section 494 (2) to (4) of the Local Government Act and send to occupants within 75 metres of the subject property.
That Council direct staff to advertise in the newspaper the disposition of land for a two (2) year lease as per section 26 and 94 of the Community Charter and Section 286 of the Local Government Act to the Port Alberni Friendship Centre for a temporary low barrier shelter.
That Council exercise its authority under section 490 of the Local Government Act, to make a policy decision to waive the requirement for a development permit.*
2. *That Council denies the proposed temporary use permit.*
3. *That Council denies the policy decision to waive the requirement for a development permit under section 490 of the Local Government Act.*
4. *That Council through resolution, direct Staff with amendments to the recommendations.*

ANALYSIS

The subject property is designated General Commercial in Schedule A (Land Use Map) in the OCP, Development Permit Area DP 2- Commercial, and is designated in the Zoning Bylaw as C3 Service Commercial zone, this zone is to establish and maintain areas for retail and service operations that are vehicle oriented or require large areas. The subject property along with site context is outlined in *Table 1* below.

Table 1 – Site context	
Location	The site is located mid-block between Bute Street and Burde Street on the east side of 4th Avenue. The lands are vacant.
Current Zoning	C3 Service Commercial
Proposed Temporary Use	A low barrier shelter to permit up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping
Total Area	3 lots
Official Community Plan (OCP)	<ul style="list-style-type: none"> Schedule A - Land Use Map: General Commercial Schedule B - Development Permit Areas Map: DPA No. 2 - Commercial
Relevant Guidelines	<ul style="list-style-type: none"> Section C – 3.0 Temporary Use Permits

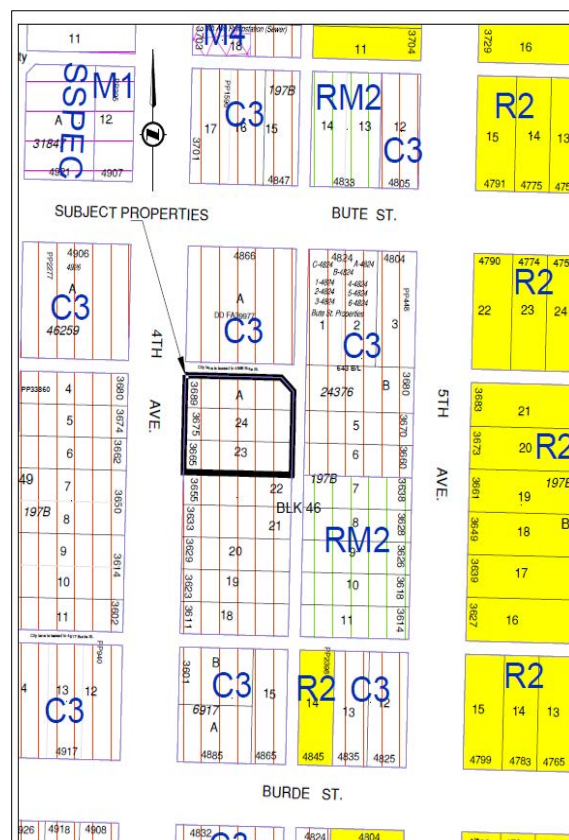


Table 2 – Neighbourhood Surrounding Land Use	
North	General Commercial, multifamily, light Industrial
South	General Commercial, residential
East	General Commercial, Multi-family residential, Residential
West	General Commercial

OCP Section 3.0 Temporary Use Permits (Bylaw Amendment No. 4818)

In June 2013, Council amended the OCP Section C Plan Goals and Land use Designations to include Section 3.0 Temporary Use Permits. Section 3.0 outlines four (4) policies for Council to consider when considering issuance of a TUP. Staff have reviewed the policies below for alignment:

- Temporary Use Permits may be considered on all lands designated as Industrial Use or Commercial Use on the Schedule “A” (Land Use Map).
 - The subject lands are located in the General Commercial land use as per schedule A (Land use Map). As such a temporary Use Permit is permitted as per the OCP.

-
2. The issuance of a Temporary Use Permit is intended to provide a short-term opportunity for uses that either relocate or cease to exist within a maximum of a six-year period.
 - The temporary use permit is for a Two (2) year period. Council can consider a shorter term or up to a three (3) year term if they wish. Over this two (2) year period consideration of this use will be given in the update to the OCP either in this location or other parts of the City. Council will have the option to consider one renewal prior to the expiration of this proposed permit.
 1. Ensure long-term public policy for the area is not changed.
 - In Council’s Strategic Plan there are five strategic priorities listed, number five (5) Fostering a Complete Community focuses on supporting our most vulnerable. This proposed low barrier shelter addresses this priority by providing temporary shelter for up to 30 beds in a Tiny Shelter development with support services. This temporary development is providing safe, clean, shelter and services for our most vulnerable community.
 4. Maintain a reasonable level of compatibility with the surrounding development.
 - The proposed temporary low barrier shelter use provides additional shelter for our most vulnerable residents in this neighbourhood. Residential housing exists in the immediate surrounding area. Staff deem this proposed use to be compatible with existing uses in the area.

Zoning Bylaw No. 4832

In our current zoning bylaw, we do not have a definition for low barrier shelter and the closest definition we have is Transition House use which is permitted in Public Institutional (P1) and is defined as:

“Means a facility providing temporary accommodation and/or counselling to persons in need or distress. Facilities operated under the Community Care Facilities Act, Correction Act or Mental Health Act are not included in this definition.”

Staff are recommending this use in the TUP be described as: Temporary Use Permit for a low barrier shelter to permit up to 30 units of temporary transitional housing in “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping.

Life Safety

The applicant has retained a code compliance consultant to review the site plan and buildings as per section 9.9.9 and 9.9.10 of the BC Building Code, they will advise the applicant, architect, and contractor on life safety items that will need to be addressed in the construction specifications and site plan. Further, the contractor will provide architectural drawings stamped and with a schedule B to meet Part 9 of the BC Building Code.

Our Building Inspector, Fire Chief and RCMP Sargent have been involved in these discussions. They will review the Code Compliance report and architectural drawings as part of the building permit application submission.

Any conditions required will be noted in the draft TUP attached to this report and any revisions will be brought to Council’s attention when they consider the TUP.

Operating Budget

BC Housing has provided most of the operating funds for the two-year term of the low barrier shelter, the Friendship Centre and BC Housing will enter into an operating agreement which is attached to the LOI and TUP.

IMPLICATIONS

The 2021 Homeless Count for Port Alberni indicates that there are 125 people experiencing homelessness. This program will assist in creating shelter for some of our most vulnerable residents.

This proposed temporary transitional housing development is an outcome of the Task Force to find solutions to unsafe and unsuitable housing for our most vulnerable residents.

There is letter of Intent (LOI) drafted that outlines the financial contributions of each partner in this initiative and is attached to this report for Council's consideration. The partners are the Friendship Centre, BC Housing and the City. At the August 8, 2022 regular Council meeting, Council passed a resolution to allocate \$140,000 towards onsite and off-site utility services, fencing, site preparation, and security to support the low barrier shelter.

The land for the proposed low barrier shelter development is owned by the City and leased to the Friendship Centre for a two-year (2) lease. As per the *Local Government Act* and *Community Charter*, the lands will need to be disposed of by notice and approved by Council. The draft lease is attached to the LOI.

COMMUNICATIONS

The Friendship Centre has begun outreach to residents in the area and work with BC Housing on the Community Advisory Committee. This is a model that BC Housing prefers as part of their operation agreement with societies.

There has been an internal working team consisting of: Fire, RCMP, Building, Parks, and Engineering providing comments on life safety requirements and providing comments to the applicant and their development consultant, M'akola.

Regular meetings have been held with the applicant, M'akola, BC Housing, the contractor and code consultant to address life safety design considerations for the building specifications and site plan to align with the required sections of the BC Building Code.

This application will go to the Advisory Planning Commission (APC) at their next meeting should Council direct staff to move forward with notice.

Property Owners and Occupants in the 75m radius will have the opportunity to submit comments to Council as part of the notice and the public will be invited to comment through the newspaper advertisement.

BYLAWS/PLANS/POLICIES

The proposed application is to issue a Temporary Use Permit (TUP22-02) for a low barrier shelter use at the property located at 3665, 3675, and 3689 4th Avenue for a two (2) year period. Required conditions are

outlined in the draft TUP, and Council can provide comment on this draft today and at the next Council meeting anticipated for September 26, 2022. A draft TUP is attached to this report.

SUMMARY

In considering the application to issue a Temporary Use Permit for a low barrier shelter to permit up to 30 beds for temporary transitional shelter “Tiny Shelters”, two sanitary stations, one office, bicycle parking, two outdoor gathering areas with a cover and furnishings, garbage area, and soft landscaping at 3665, 3675, and 3689 4th Avenue, City Council should consider the Council Policies outlined in this report and if they have been met.

The proposed temporary use aligns with OCP Section C Plan Goals and Land Use Classifications, 3.0 Temporary Use Permits as outlined in this report and addresses Council’s strategic priority #5 Foster a Complete Community.

Respectfully Submitted By

Marianne Wade
Manager of Planning

ATTACHMENTS/REFERENCE MATERIALS

- *Draft TUP22-01*
- *Draft Letter of Intent August 18, 2022*
- *Draft Lease*

T. Slonski, Director of Corporate Services;

A. McGifford Director of Finance

M. Owens, Fire Chief

P. Dionne, Sargent RCMP

RECEIVED

SEP 22 2022

CITY OF PORT ALBERNI

From: Scott Lemkay [REDACTED]
Sent: Wednesday, September 21, 2022 3:05 PM
To: Council <council@portalberni.ca>
Subject: 4th St. TUP Feed back.

<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Engineering/PW
<input checked="" type="checkbox"/> CAO	<input type="checkbox"/> Parks, Rec. & Heritage
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Development Services
<input checked="" type="checkbox"/> Corporate Services	<input type="checkbox"/> Community Safety
<input type="checkbox"/> Agenda	<input type="checkbox"/> Other

File # 4520-20-TUP22-01 Rcm Sept 26/22

To the Mayor and City Council,

I hate to start a letter negatively, but I am disappointed I only have 22 hrs from the receipt of the NOTUP in the mail to respond to the 'Notice of Temporary Use Permit' for the lots of 4th ave. This area of town deserves much more time and thought than I now have to put into this letter. I think of all the folks that have some meaningful feedback in this neighborhood that do not have the privilege of a computer, internet or mobility to hand deliver a letter to council.

First off, I am all for having temporary shelters for those in need. Already since the lot has been bulldozed and cleaned up, the neighborhood seems just a little bit more tenable for the folks that do business and reside here. The addition of 30 new housing units however, brings forth a number of questions and new challenges to the neighborhood.

-Will the folks living in Randy Brown's trailer park want to move, especially if they cannot bring/fit their belongings into the new housing? (Presuming the housing is being built to house some of those folks)

-Will this housing increase the population in the neighborhood and if so, who will be responsible for keeping the neighborhood clean? Already I am tasked daily with removing human waste, needles, illicit drug contraband, garbage and shopping carts from my property. Presumably, if the population of un-housed folks increases, the garbage and dangerous items in the neighborhood would increase as well.

-Where is the mental health support? Many of these folks need mental health support and will they be admitted into temporary housing? And if so, who will be accountable for finding them help?

-If this housing is temporary, where is the discussion on long term housing, care, treatment etc? If this is a stepping stone, what is the next step for these folks?


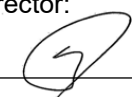
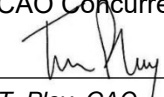
-Is it wise to put temporary housing for the street vulnerable next to Randy Brown's apartments where known drug dealers reside and do business?

These are but a few of things that I think about and wonder what the city has planned for the future of their un-housed population. I truly want positive change for those folks that are struggling in town, but I also want the city to recognize that this is an issue without a solution, that we need to recognize the social disparity in our community, and accept that this is a way of life for small communities in the 21st century. We need to start looking for long term solutions that keep this idea in mind while moving away from temporary ones in an effort to build meaningful change for the vulnerable and the privileged that co-exist in this neighborhood.

Sincerely,

Scott Lemkay,
4866 Bute St.

Date: September 15, 2022
File No: 3360-20-3151 3rd Ave
To: Mayor and Council
From: T. Pley, CAO
Subject: DEVELOPMENT APPLICATION – Zoning Bylaw Amendment at 3151 3rd Avenue, Port Alberni
LOT A, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN VIP36879 (PID: 000-428-230)
Applicant: A. Richards dba Dog Mountain Brewing Ltd.

Prepared by:  B. McLoughlin Planner II	Supervisor: M. Wade M. Wade Manager of Planning	Director:  S. Smith, Dir. of Development Services Deputy CAO	CAO Concurrence:  T. Pley, CAO
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RECOMMENDATION[S]

- THAT "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" be now introduced and read a first time.
- THAT "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" be read a second time.
- THAT Council waive the public hearing for proposed "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" in accordance with section 464 (2) of the Local Government Act [LGA], as the proposed amendment aligns with the Official Community Plan designations, and direct staff to provide public notice in accordance with section 467 of the LGA prior to consideration of further readings of the Bylaw.
- THAT the applicant be required to submit a consolidated legal plan for the properties at 3151 and 3141 3rd Avenue before Council considers final adoption of Bylaw No. 5064.

PURPOSE

The City has received an application to rezone the property at 3151 3rd Avenue from C5 to C7. This would allow Dog Mountain Brewing Ltd. to use the property for their business operation. The application requires a map amendment to *Zoning Bylaw No. 4832*.

BACKGROUND

The subject property is designated *General Commercial* in the Official Community Plan (OCP), and is classified as C5 – *Transitional Office* in *Zoning Bylaw No. 4832*. The property is currently occupied by an older single-detached residential home that would be converted to a business use along with the outdoor spaces on the property, to support the existing business located at 3141 3rd Avenue.

Zoning of the surrounding neighbourhood is a mix of residential and commercial. The property is located in the 3rd Avenue commercial corridor which has a mix C7, C5, and C3 zoning. Directly to the east is a residential neighbourhood along 4th Avenue and Athol Street. Northeast of the property is a 25-unit multi-family apartment building which shares access to the laneway.

Subject Property and Site Context

Location	On the east side of 3 rd Avenue mid-block between Argyle Street and Athol Street.
Current Zoning	C5 Transitional Commercial
Proposed Zoning	C7 Core Business
Total Area	<ul style="list-style-type: none"> • Approx. 467 m² (5,028 ft²)
Official Community Plan (OCP)	<ul style="list-style-type: none"> • <i>Schedule A - Land Use Map: General Commercial (GCO)</i> • <i>Schedule B Development Permit Areas Map: Commercial</i>

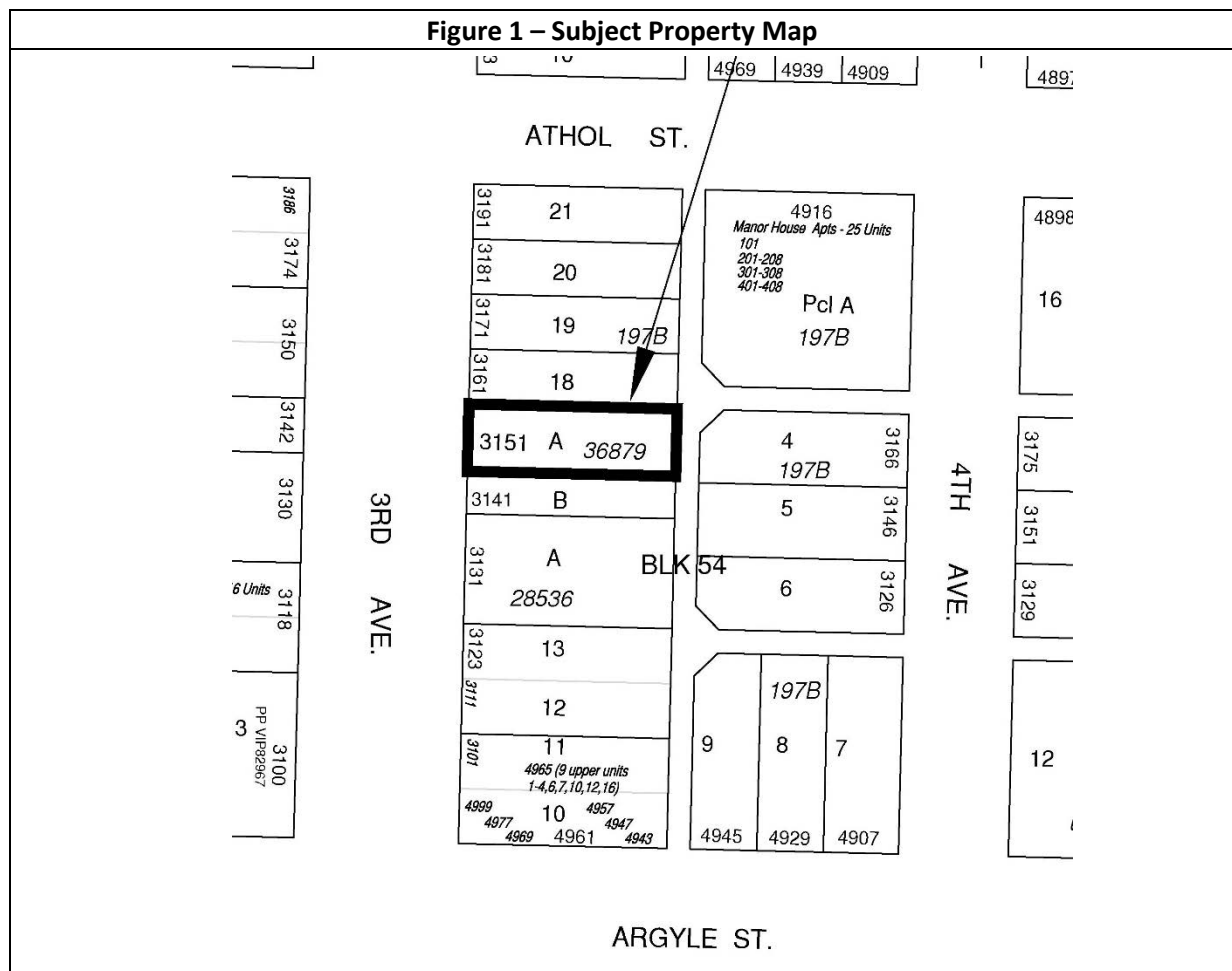


Table 1 – Surrounding Neighbourhood Land Use	
North	C5 Transitional Office, C7 Core Business, C3 Service Commercial
South	C7 Core Business
East	R2 One and Two Lot Single Family Residential
West	C7 Core Business, C3 Service Commercial

ALTERNATIVES/OPTIONS

1. THAT "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" be now introduced and read a first time.

THAT "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" be read a second time.

THAT Council waive the public hearing for proposed "Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064" in accordance with section 464 (2) of the Local Government Act [LGA], as the proposed amendment aligns with the Official Community Plan designations, and direct staff to provide public notice in accordance with section 467 of the LGA prior to consideration of further readings of the Bylaw.

THAT the applicant be required to submit a consolidated legal plan for the properties at 3151 3rd Avenue and 3141 3rd Avenue before Council considers final adoption of Bylaw No. 5064.

2. Council may decline to give first reading.
3. Council may provide alternate direction.

ANALYSIS

Zoning and Land Use

The applicant has applied to rezone the subject property from the *C5 Transitional Office* zone to the *C7 Core Business* zone. *C5 Transitional Office* is a zone that permits only limited commercial uses. The intent is for properties in this zone to act as a buffer between commercial neighbourhoods and residential areas. In the location of 3151 3rd Avenue, the C5 zoning does not play a vital role in buffering residential properties from the commercial corridor. Instead, the C5 zone limits the development of the property, and does not permit the expansion of Dog Mountain Brewing on the commercial corridor. The C7 zone permits the uses proposed by the applicant, which are appropriate and compatible for this location. However, the lots must be consolidated to meet the zone requirements.

Table 2 – Zone Definitions	
Title	Purpose
<i>C5 Transitional Office</i>	The purpose of this zone is to establish and maintain transitional areas between residential, commercial and industrial zones. Permitted uses and buildings are intended to have little impact on neighbouring residential properties.
<i>C7 Core Business</i>	The purpose of this zone is to establish and maintain vibrant mixed-use commercial core areas, with attention to providing goods and services to residents, the travelling public and tourists.

The intent of the C7 zone aligns with the applicant’s plan to use the property for their existing brewery/restaurant business – specifically, their non-brewing operations. A portion of the existing detached home would be used as a commercial kitchen for the pub next door, and as a lounge/private event space. The front yard would be converted to a pet-friendly picnic area with tables. The owners intend to seek a “picnic area endorsement” for their liquor license which would allow alcohol to be consumed in this space.

Staff Notes:

- Proposed C7 zoning is consistent with the General Commercial (GCO) land use designation in the OCP.
- Proposed uses align with intent of C7 zone.
- Staff consider an outside picnic-style area to be a *restaurant patio* re: activities that may occur outside of a building in the C7 zone.
- *Local Government Act* section 464(2) allows Council to waive Public Hearing for rezoning that is consistent with the OCP.
- The applicants intend to license the proposed outdoor picnic area which may impact noise levels for immediate neighbours. However, the business must abide by *Noise Control Bylaw No. 4718*.
- Staff are suggesting to the applicant to consider landscaping improvements to mitigate noise between the picnic area and the neighbouring property at 3161 3rd Avenue.
- Development Permit will only be required if improvements equal or exceed \$25,000. Value of building alterations to be determined.
- A consolidation plan is required prior to adoption.

Site Plan and Lot Consolidation

The applicant has provided a site plan (attached) showing the property as a commercial operation. Circulation for customers and staff would be improved through walkways constructed around the property and connecting to the sidewalk on 3rd avenue. Accessibility would also be improved by a new accessible ramp connected to the sidewalk. The rear yard of 3151 3rd Avenue is accessed from the lane and would be converted to staff parking and loading space.

Staff recommend the applicant be required to consolidate 3151 3rd Avenue with the neighbouring 3141 3rd Avenue (existing pub) as a condition of rezoning. This is required to meet the frontage and lot size requirements of the C7 Core Business zone, and resolves issues related to use and access on separate legal parcels.

Table 3 – Lot Dimensions

Site Regulations (Zoning Bylaw 5.24.3)	C7 Core Business Zone	3151 & 3141 3 rd Avenue (after consolidation)
Minimum Lot Area	540 m ²	765 m ²
Minimum Frontage	15 m ²	20.11 m

Infrastructure and Servicing

Utility service upgrades may be required during development. The Engineering Department has provided an *Engineering Servicing Report* dated August 10, 2022 listing required information and site works. The applicant will be responsible for the cost of all improvements where needed.

Highlights:

- Recommend the application consider an accessible parking stall with wheelchair access onto the sidewalk.
- If changes to property impact site drainage a geotechnical investigation and site grading plans will be required.
- Applicant must confirm if existing sewer service is sufficient for new use of building.
- Applicant must connect existing building to storm water service.

Picnic Areas and the Liquor Control and Licensing Regulation (LCLR)

The applicant intends to seek a “picnic area endorsement” for the front yard as permitted under section 34 of the BC *Liquor Control and Licensing Regulation* for liquor manufacturers. A picnic area is defined by the *Liquor Manufacturer Terms and Conditions* manual as follows:

“Picnic area” means an outdoor area on the site of a manufacturing facility where patrons may consume liquor purchased from the lounge, special event area or on-site retail store, or samples provided from the sampling area(s).

No sales or service are permitted in a picnic area, but customers would be allowed to carry drinks from the house to this area for consumption. Operating terms for a picnic area as listed in the *Liquor Manufacturer Terms and Conditions* manual are below:

- *May be open from 9 a.m. until half an hour after sunset. Liquor may not be consumed past this time and all patrons must be cleared within a further half an hour.*
- *Must have signage to indicate the person capacity and to indicate that the area is for consumption only (not a service area).*
- *Must have boundaries that are marked to ensure they can be easily identified.*
- *Has a total person capacity of 30 persons, unless otherwise noted on your licence.*
- *Is not permitted to have amplified sound in or adjacent to the picnic area, except if there is amplified sound at an event occurring in an adjacent Special Event Area (SEA).*

- *Although patrons may consume drinks purchased from your service areas in the picnic area, the picnic area must not be used as an overflow area of a lounge. Patrons are not permitted to carry open liquor across an unlicensed public space when accessing a picnic area.*

REFERRALS

Agency/department	Comments	
CPA Engineering Department	<i>Engineering Servicing Report</i> dated August 10, 2022 provided (attached).	
CPA Parks, Recreation & Heritage Department	Recreation: Interest unaffected Parks: Since the plans show a comparable amount of permeable soft surface after development as before, Parks has no objections to the application. Eating outside in the summer is much more enjoyable under shade, so recommend the applicant plant a properly placed tree to provide this shade, as the city's boulevard is non-existent on this parcel so options are limited to plant a city tree until substantial roadwork is undertaken.	7/28/2022
Fire Department	Building would need to follow the BCBC and BCFC when renovations took place but no concerns from FD for expected use.	7/28/2022
VIHA	Given the connection to a municipal water system and sewerage system, our interests are unaffected.	7/29/2022
RCMP	No objections.	7/28/2022
Fortis	No conflict with Gas on this application.	8/8/2022
BC Hydro	BCH has no objection just note that if the power needs change for the building it will be assessed at that time.	7/29/2022
Shaw	Shaw does not foresee any issues with the proposed development, assuming utility services will continue to be fed aerially from the back alley.	7/29/2022

IMPLICATIONS

Supporting this application at 3151 3rd Avenue would enable Dog Mountain Brewing Ltd. to expand their business operation onto the property. Council should consider the appropriateness of the proposal including potential neighbourhood impacts, and potential benefits to the community.

While the creation of a picnic area may generate noise/activity, staff anticipate this to be in-line with the existing business at 3141 3rd Avenue, and the Province has established clear guidelines for picnic areas that will mitigate this impact. Staff have encouraged the applicant to install landscaping between the picnic area and the neighbouring property at 3161 3rd Avenue.

COMMUNICATIONS

The development application (ZON21-15) was reviewed by the Advisory Planning Commission at their meeting on August 18, 2022. The Commission passed a motion recommending Council support the application.

Additionally, the proposed Zoning Map Amendment Bylaw No. 5064 is consistent with the Official Community Plan and meets the criteria for Council to pass a resolution to waive the Public Hearing under section 464 (2) of the *Local Government Act*, and issue public notice (s.467).

If Council does not waive the public hearing, a date can be set for October 24, 2022 at 6:00 pm. If Council chooses to advance the application to a Public Hearing staff will proceed with all required statutory notices. This will include notification to owners and occupants within 75 metres as per section 5 of the City's *Development Application Notice Bylaw No. 4614*, and notice in the newspaper as required by sections 465 and 466 of the *Local Government Act*.

BYLAWS/PLANS/POLICIES

1. Official Community – Section D: Plan Policies – 5.0 Commercial.

The application aligns with following OCP policies for Commercial development:

5.1.6 *Infill and redevelopment of underutilized commercial lands will be a priority for the City in order to achieve compact urban form, and to mitigate against excessively dispersed development.*

2. Zoning Bylaw 2014 (Bylaw 4832):

The application aligns with the purpose of the C7-Core Business zone:

5.24 *The purpose of this zone is to establish and maintain vibrant mixed-use commercial core areas, with attention to providing goods and services to residents, the travelling public and tourists.*

3. 2019 – 2023 Corporate Strategic Plan

The application aligns with the following priorities of the *Corporate Strategic Plan*:

Priority #1: *Respond to demographic change/improve quality of life*
Goals 1.2: *The Uptown District is revitalized and flourishing*
Strategy 1.2.1: *Attract new investment and encourage redevelopment and improvements*

Priority #2: *Enable the new economy*
Goals 2.3: *The economy grows with an emphasis on small business.*

*Strategy 2.3.1: Focus the City's Economic Development Department efforts
toward the small business (50 employees or fewer)*

SUMMARY

The City has received an application for a map amendment to *Zoning Bylaw No. 4832* proposing to rezone 3151 3rd Avenue from *C5 Transitional Office* to *C7 Core Business*. This would allow Dog Mountain Brewing Ltd. to convert the property to support their non-brewing operations (ie. kitchen, lounge, office, picnic area).

Staff support the proposed Zoning Bylaw amendment and recommend it be given first and second readings. Staff also recommend the Public Hearing be waived as the rezoning aligns with the OCP land use designation.

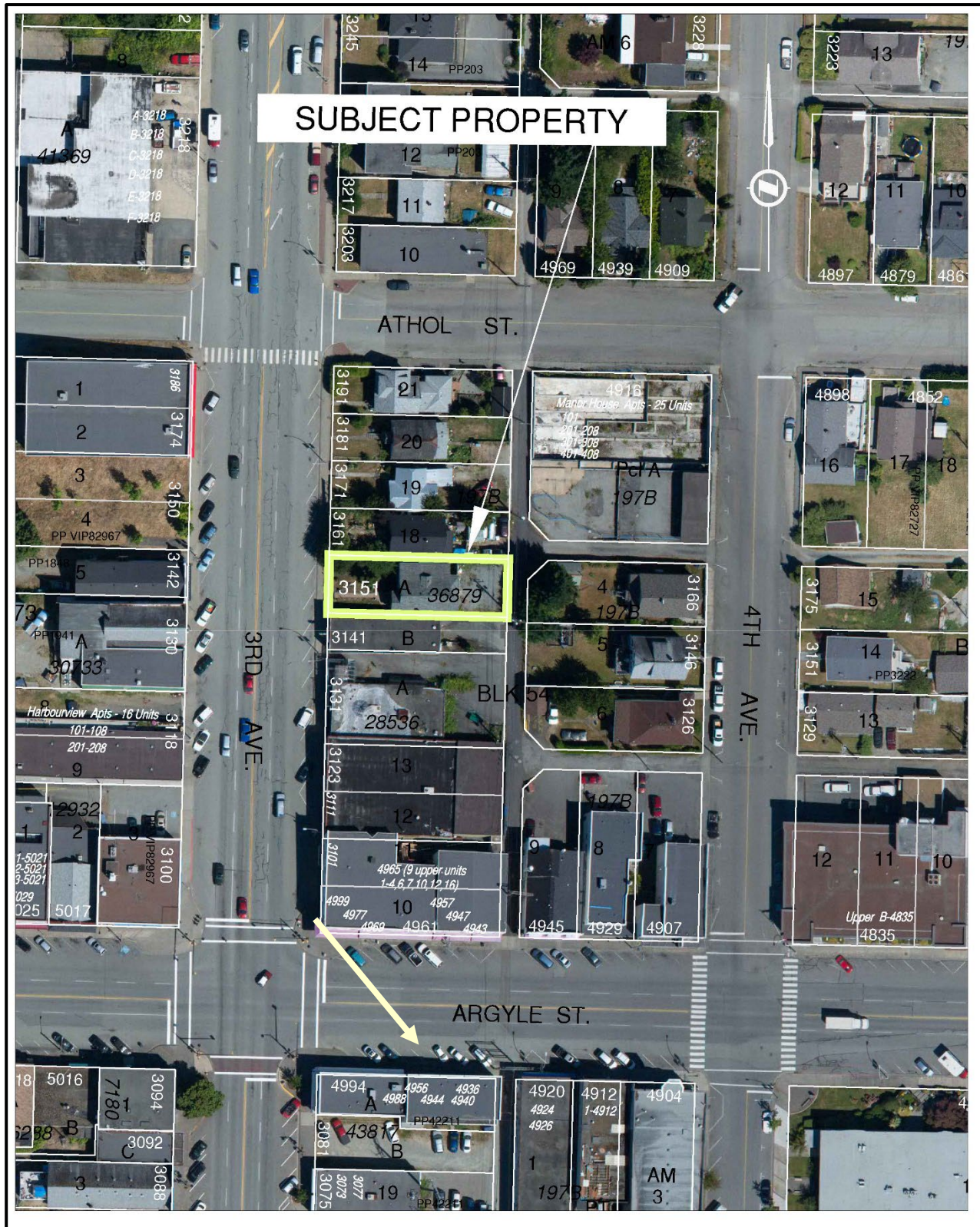
ATTACHMENTS/REFERENCE MATERIALS

- *Subject Property Map – 3151 3rd Avenue*
- *OCP Land Use Designation*
- *Current Zoning Bylaw Classification*
- *Current Zone Description*
- *Proposed Site Plan*
- *Front Yard Concept*
- *Proposed Zone Description – Zoning Bylaw No. 4832*
- *Advisory Planning Commission August 18, 2022 Meeting Minutes*
- *Engineering Servicing Report – August 10, 2022 – 3151 3rd Avenue*
- *Draft Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing), Bylaw No. 5064*

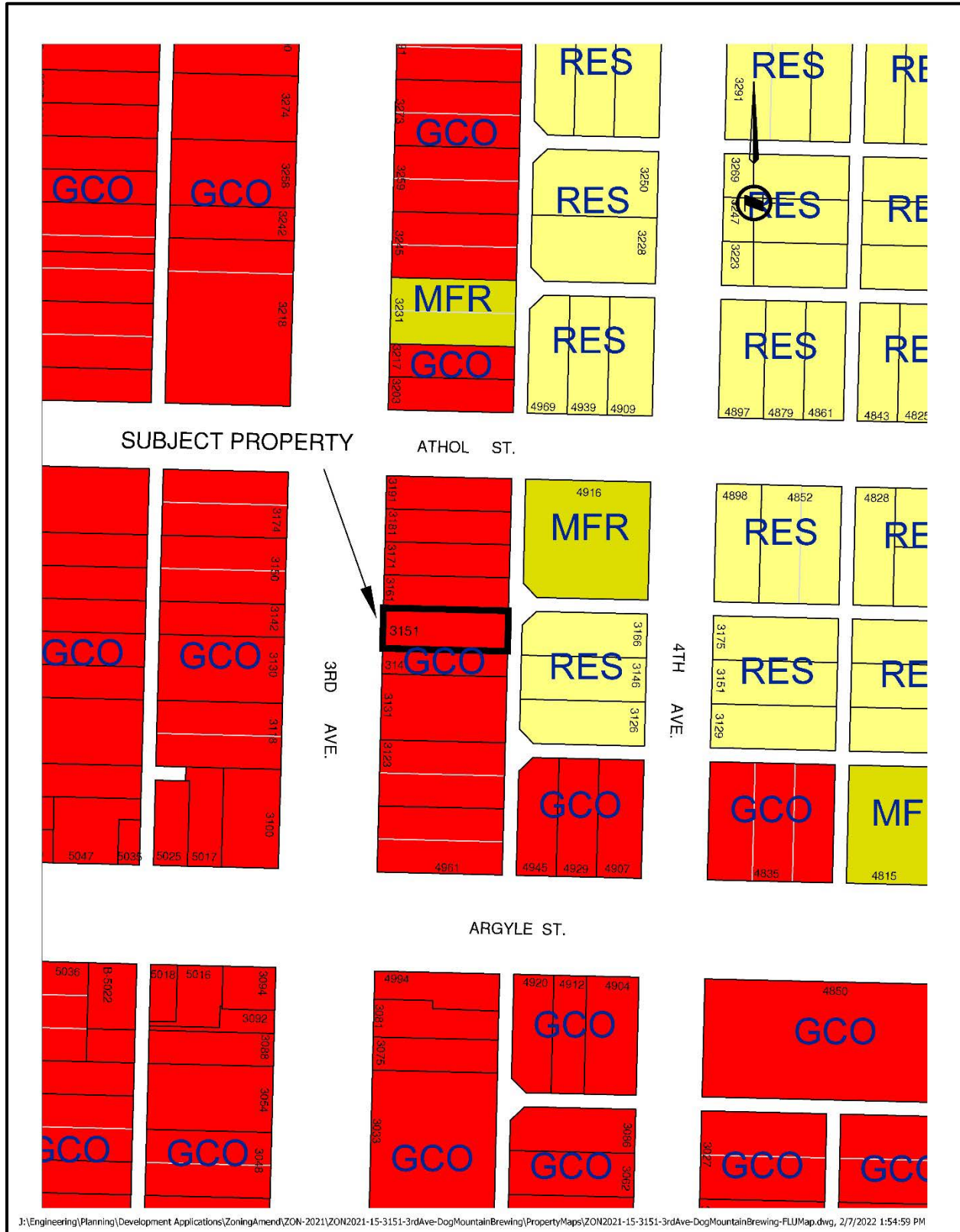
C: *T. Slonski, Director of Corporate Services*
 A. McGifford, Director of Finance
 R. Gaudreault, Building/Plumbing Inspector

*J:\Engineering\Planning\Development Applications\ZoningAmend\ZON-2021\ZON2021-15-3151-3rdAve-DogMountainBrewing\Council\ZON21-15-3151_3rdAve
DogMountainBrewing-Council.docx*

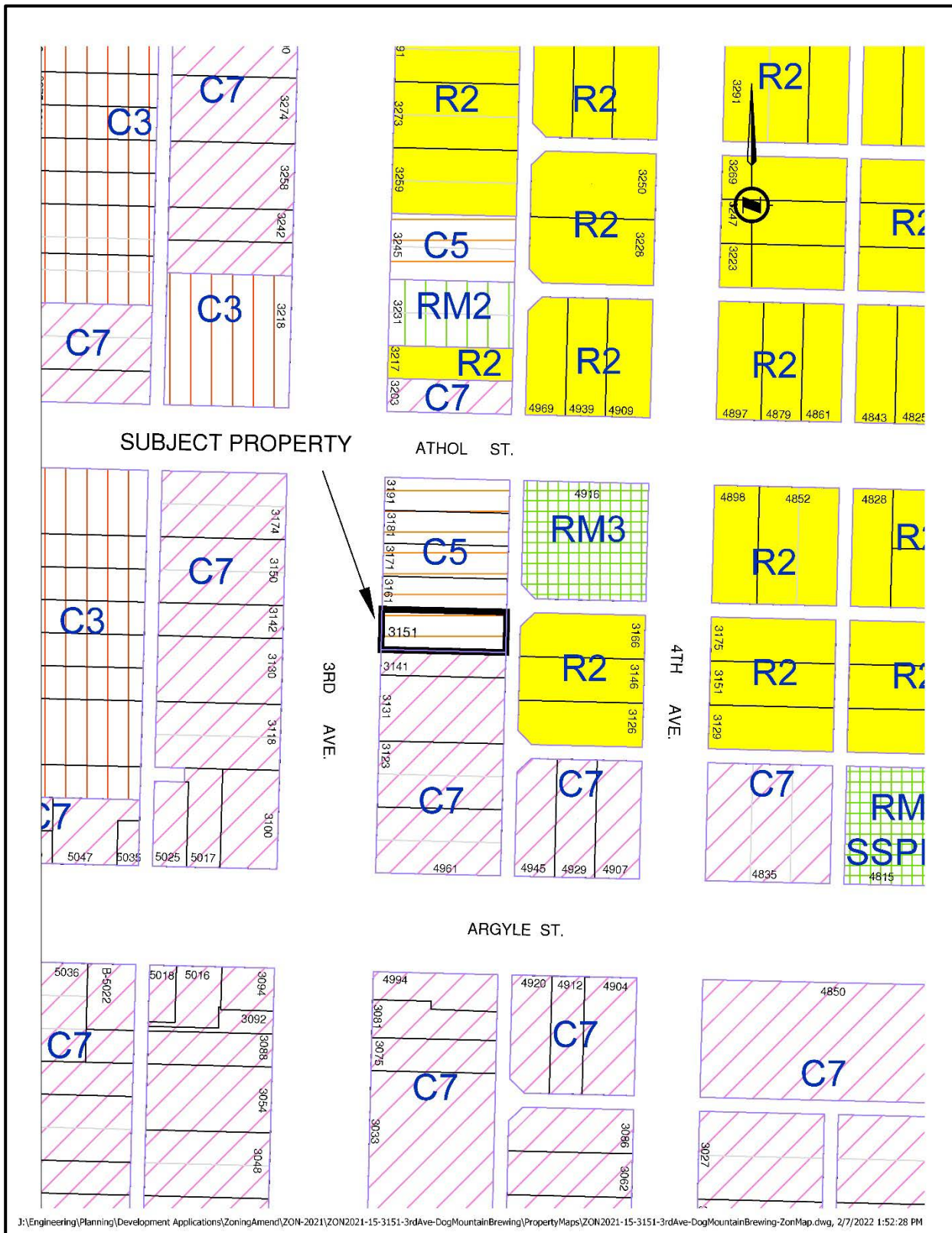
SUBJECT PROPERTY MAP – 3151 3RD AVENUE



OCP LAND USE DESIGNATION

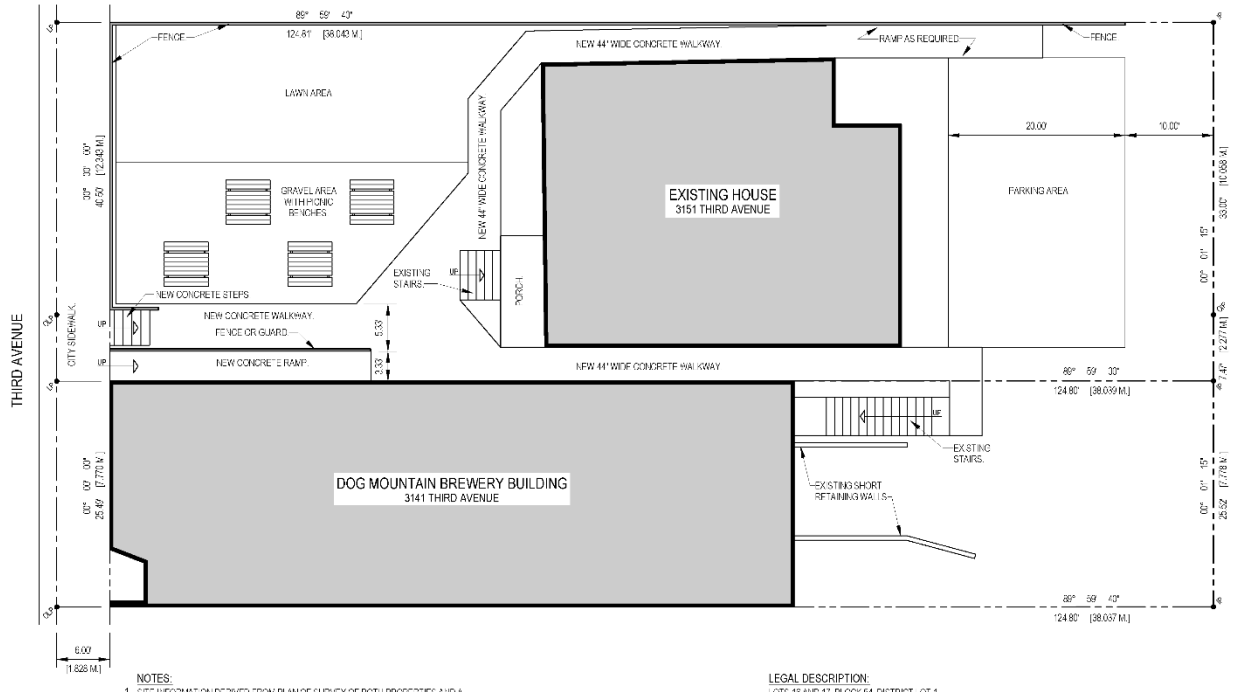


CURRENT ZONING BYLAW CLASSIFICATION

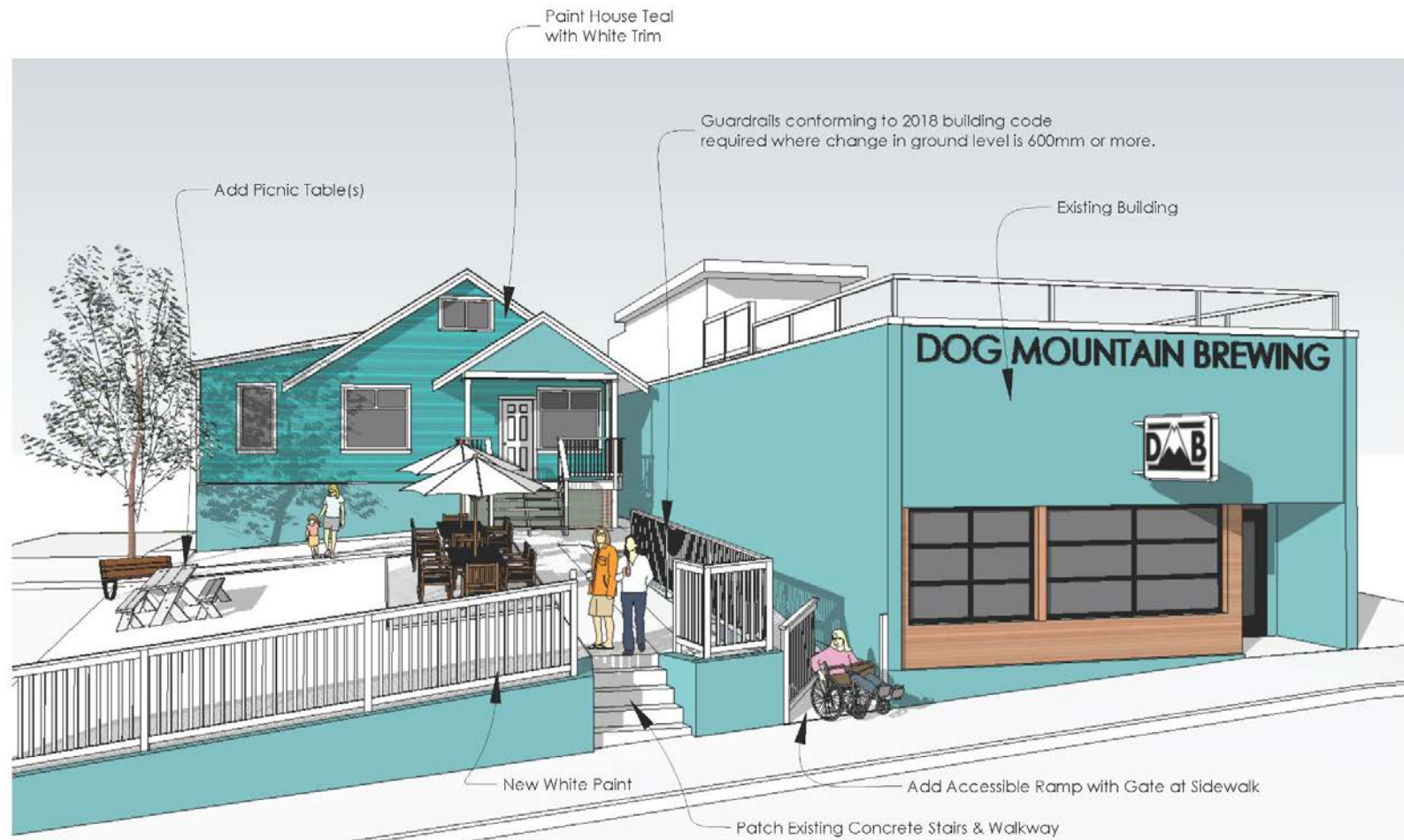


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PROPOSED SITE PLAN



FRONT YARD CONCEPT



CURRENT ZONE DESCRIPTION

C5 – TRANSITIONAL OFFICE

- 5.22 The purpose of this zone is to establish and maintain transitional areas between residential, commercial and industrial zones. Permitted uses and buildings are intended to have little impact on neighbouring residential properties.

5.22.1 Permitted uses

Principal Uses

Accessory Uses

Artist's studio

Community care facility

Live-work

Medical service

Office

Personal service

Single family dwelling (built prior to the adoption of this bylaw), which may include any of the other permitted uses

Small appliances and electronics, sales and repair

5.22.2 Site Development Regulations

Minimum <i>Lot Area</i>	540 m ²	(5813 ft ²)
Minimum <i>Frontage</i>	15 m	(49.2 ft)
Maximum <i>Coverage</i>	50%	
Minimum <i>Setbacks</i> :		
<i>Front yard</i>	6 m	(19.7 ft)
<i>Rear yard</i>	6 m	(19.7 ft)
<i>Side yard</i>	1.5 m	(4.9 ft)
Maximum Height, Principal <i>Building</i>	9 m	(29.5 ft)
Maximum Number of Principal <i>Building Storeys</i>	2	

5.22.3 Conditions of Use

- (a) All business activity shall be conducted within a completely enclosed *building* except for parking and loading facilities.
- (b) Where a single family dwelling is the principal permitted *use*, the Site Development Regulations of the R2 *zone* and off-*street* parking requirements of this Bylaw shall apply.
- (c) Notwithstanding the off-*street* parking requirements of this Bylaw, no parking shall be located in a required *front yard*.
- (d) Commercial activities on C5 *zoned* property are exempt from the loading regulations (Section 7.7).

PROPOSED ZONE DESCRIPTION

C7 – CORE BUSINESS

- 5.24 The purpose of this *zone* is to establish and maintain vibrant mixed *use* commercial core areas, with attention to providing goods and services to residents, the travelling public and tourists.

5.24.1	<u>Permitted uses</u>	<u>Principal Uses (continued)</u>
	<u>Principal Uses</u>	Professional service
	<i>Adult retail</i>	<i>Public market</i>
	<i>Amusement establishment</i>	Restaurant, including drive-through
	<i>Appliance repair</i>	<i>Retail</i>
	<i>Artist's studio</i>	<i>School</i>
	<i>Assembly</i>	Seniors housing
	<i>Automotive sales, repair and servicing</i>	<i>Shopping centre</i>
	<i>Bakery</i>	Single <i>family</i> or two <i>family dwelling</i> (built prior to the adoption of this bylaw)
	Bank or other financial institution	Small appliances and electronics, sales and repair
	Boat or <i>recreational vehicle</i> sales and repair	<i>Social service centre</i>
	(Bylaw 4979) Cannabis Retail Store, subject to 6.26	Theatre
	<i>Club or lodge</i>	Tourist Services
	<i>Community care facility</i>	<i>Transportation Dispatch and Depot</i>
	Day care or other preschool	Tutoring Service
	Gasoline service station	(Bylaw 4979) (Bylaw No. 4893) Medical Marijuana Dispensary (Subject to 6.26)
	<i>Hotel, Motor hotel and Hostel</i>	
	<i>Live-work</i>	
	Lumber and <i>Building Materials Retailers</i> and Wholesalers	<u>Accessory Uses</u>
	Medical service	<i>Home Occupation</i>
	(Bylaw 5033) <i>Micro-Brewery/Micro-Distillery</i>	Residential above commercial
	Multiple <i>family dwelling</i>	
	Nightclub, Cabaret, Bar and Pub	<u>Site-Specific Uses</u>
	<i>Office</i>	<i>Dwelling</i> units at ground level
	<i>Parking lot</i>	Glass shop
	Pawn shop	Liquor, wine, and beer store
	<i>Personal service</i>	
	<i>Place of worship</i>	

Printing, publishing and allied industry

5.24.2 Site Development Regulations

Minimum <i>Lot Area</i>	540 m ²	(5812.7 ft ²)
Minimum <i>Frontage</i>	15 m	(49.2 ft)
Maximum <i>Coverage</i>	90%	
Minimum <i>Setbacks</i> :		
<i>Front yard</i>	0 m	
<i>Rear yard</i>	3 m	(9.8 ft)
<i>Side yard</i>	0 m	
Maximum Height, Principal <i>Building</i>	14 m	(45.9 ft)
Maximum Number of Principal <i>Building Storeys</i>	4	
Maximum <i>Floor Area Ratio</i>	3.0	

5.24.3 Conditions of Use

- (a) All business *uses* shall be conducted within a completely enclosed *building* except for outdoor display, rental, sales or *storage yards*, restaurant patios, activities that are normally done at gasoline service pumps, parking and loading, and activities related to the operation of a *drive-through* or *drive-in* facility.
- (b) In mixed-use residential and commercial *buildings*, residential *uses* shall be located above the first *storey*, except as provided in (d).
- (c) A shared public access to the residential *dwelling* unit(s) shall be provided separate from any other *use* from a ground floor entrance opening directly onto the public *street*.
- (d) Where multiple *family dwelling* units or seniors housing are located below the second *storey*, the Site Development Regulations of the RM3 Higher Density Residential *zone* shall apply.
- (e) Notwithstanding any other provision of this Bylaw, only one-half (0.5) *parking space* for every residential *dwelling* unit is required above a commercial *use* in a mixed commercial-residential *building*.
- (f) No *club or lodge* shall have more than three machines on which mechanical, electrical automatic, digital or computerized games are played for amusement, recreation, competition or entertainment and for which a fee is charged for *use* or for which a coin or token must be inserted.
- (g) In *dwelling* units above or behind commercial *uses*, *home occupation* as a permitted *use* is restricted to *office* space for a business which is lawfully carried on at another location.

5.24.4 Density Bonusing for Mixed-Use Residential-Commercial Developments:

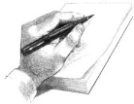
The maximum height permitted may be increased up to six (6) *storeys* and up to 18 m (60 ft), and the maximum *floor area ratio* permitted may be increased up to 3.5 from that indicated in 5.24.2 where all of the following conditions are met:

- (a) A minimum of one *storey* or sixteen and one-half percent (16.5%) of the *gross floor area* of the *building* is used for commercial purposes;
- (b) Greater than seventy-five percent (75%) of the required parking is provided *underground* or enclosed underneath the principle *building*;
- (c) Elevators are provided to all *storeys* in the *building*;
- (d) A minimum of ten percent (10%) of the *dwelling* units are designed as *accessible*;
- (e) A minimum of ten percent (10%) of the *dwelling* units are designated as affordable, as specified in a *Housing Agreement* and where the owners enter into a *Housing Agreement* with the City, and where this Agreement is filed with the Land Title Office; and
- (f) A common meeting room or amenity room containing a minimum of 22 m² (235 ft²) is provided.

5.24.5 Site Specific Uses

The following *uses* shall be permitted on a site specific basis:

<u>Use</u>	<u>Site Address</u>	<u>Site Legal Description</u>
Glass shop	4650 Margaret Street	Lot A, District Lot 1, Alberni District, Plan VIP28247
Liquor, wine, and beer store	4963 Angus Street	That portion of Lot B, District Lot 1, Alberni District, Plan 32610 north of Angus Street
Liquor, wine, and beer store	5086 Johnston Road	Lot 1, District Lot 1, Alberni District, Plan EPP13767



**Summary Report / Minutes of the Advisory Planning Commission Meeting
held on August 18, 2022 at 12:00 p.m.
(Council Chambers, Port Alberni City Hall, 4850 Argyle Street)**

Commission Members Present

Ed Francoeur (Chair)
Ken McRae, (Vice - Chair)
Ken Watts, CEO Tseshah (č išaa?ath) F.N)
Christine Washington, SD70
Callan Noye
Councillor Deb Haggard, Council Liaison
Andre Guerin, P.A.F.D. Liaison

Regrets

Jolleen Dick, Councillor, Hupačasath F.N
Stefanie Weber
Joe McQuaid
Amy Anaka
Peter Dionne, R.C.M.P. Liaison
Scott Smith, Dir. of Dev. Services/Deputy CAO
Amy Needham, Parks Liaison

Staff

Marianne Wade, Manager of Planning
Brian McLoughlin, Development Planner
Cara Foden, Planning Technician

Guests

Applicant: A. and R. Richards
Applicant: L. Shaver
Public: 1

Alternates (not in attendance)

Councillor Helen Poon (Alt.- Council Liaison)
Larry Ransom (Alt.- S.D.70)
S./Sgt. Mike Thompson (Alt.- RCMP)
Harley Wylie (Alt. - Tseshah (č išaa?ath) F.N)



1. Acknowledgements and Introductions:

Acknowledgement by Chair that this Advisory Planning Commission (APC) meeting is being held within the un-ceded, traditional territories of the Hupačasath and the Tseshah (č išaa?ath) First Nations. Welcome and introductions.

2. Minutes: Adoption of July 28, 2022 Minutes

Motion:

That the City of Port Alberni Advisory Planning Commission adopt the minutes of the July 28, 2022 regular meeting as amended.

(McRae / Noye) CARRIED

3. DEVELOPMENT APPLICATION – Development Variance Permit 113

3045 Kingsway Avenue

Lot 17, Block 103, District Lot 1, Alberni District, Plan 197 PID:009-272-925

3053 Kingsway Avenue

Lot 18, Block 103, District Lot 1, Alberni District, Plan 197 PID:009-272-968

APPLICANT: Lowell Shaver dba Streamside Homes Inc., Inc.No. BC1180508

- Development Planner (B.M.) summarized his report to the APC dated August 18, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The lots will require consolidation.
 - Discussion regarding setbacks and comparison of different setback requirements in low versus higher density multi-family residential zones. The Planner advised that setbacks are not permitted to be less than 1.5 m to ensure fire separation and compliance with Building and Fire Codes.

- Adjacent properties were discussed in general terms with regard to future development requirements on those properties.
- It was clarified that all building materials used for the proposed development would be required to meet building and fire code specifications.

Motion:

That the Advisory Planning Commission recommends to City Council that Council support the application (Option 1 in Planner's report).

(Washington / Watts) CARRIED

4. DEVELOPMENT APPLICATION – Zoning Bylaw Amendment)

3151 3rd Avenue

Lot A, District Lot 1, Alberni District, Plan VIP36879 (PID: 000-428-230)

APPLICANT: A. Richards dba Dog Mountain Brewing Ltd. Inc. No. BC1167846

- The Development Planner (B.M.) summarized his report dated August 18, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The APC were supportive of the .
 - Discussion regarding conditions that APC or Council may wish to include in the motions. It was noted that APC may include conditions when they propose a motion. The Planner will present recommendations to Council for conditions with respect to this application.

Motions:

1. *That the Advisory Planning Commission recommends to City Council that Council support the application.*

(McRae / Noye) CARRIED

5. OCP – Vision and Guiding Principles – Manager of Planning

- The APC was advised that the consultant would be present at the September APC meeting. The meeting will likely require extra time allowance. The Manager of Planning will send an email to all APC members advising that the September APC meeting would be scheduled for two hours (12:00 – 2:00 pm) instead of one hour.

6. Status Update: None at this time.

7. OTHER BUSINESS: None at this time.

8. ADJOURNMENT: The meeting adjourned at 1:00 pm. The next meeting is scheduled for 12:00 pm on **September 15, 2022.**

(Washington / Francoeur) CARRIED

Ed Francoeur (Chair)

THE CITY OF PORT ALBERNI
ENGINEERING SERVICING REPORT

FILE:

DATE: Aug. 10, 2022

LEGAL: Lot A, DL1, Plan VIP36879

LOCATION: 3151 3rd Ave

SUBJECT: Proposed Zoning Bylaw Amendments

Engineering has no objection to the proposed zoning bylaw amendments provided it conforms to current bylaw standards. The following report identifies key site specific requirements and bylaw issues which are to be satisfactorily addressed.

1.00 Roads

- 1.01 The City/Applicant should consider the installation of a handicapped parking stall with wheelchair access onto the City sidewalk by the proposed onsite wheelchair ramp.

2.00 Sewerage

- 2.01 City records indicate the property is presently serviced with a 100mm sanitary sewer connection. The Planning Dept. is proposing to consolidate 3141 & 3151 3rd Ave into one parcel prior to zoning approval. Due to both properties each having an established building with established independent sanitary sewer services, the Engineering Dept will not require the Applicant to modify the existing two independent sanitary sewer connections into one for the consolidation. The applicants Professional Engineer is to confirm the existing service is adequate for the intended purpose.

3.00 Drainage

- 3.01 City records indicate there is presently a 150mm storm drain connection at the P/L. The existing building's storm water must be connected to this storm drain connection. The Planning Dept. is proposing to consolidate 3141 & 3151 into one parcel prior to zoning approval. Due to both properties each having an established building with 3151 3rd Ave already connected to the storm drain at the P/L, the Engineering Dept will not require the Applicant to modify the two existing storm drain services into one for the consolidation.

4.00 Water

- 4.01 City records indicate the property is presently serviced with a 19mm water service connection. The existing water service connection may not be of sufficient size for the proposed commercial kitchen. The Planning Dept. is proposing to consolidate 3141 & 3151 into one parcel prior to zoning. The Applicant may wish to investigate any possible cost savings by connecting to the 38/40mm water service connection at 3151 3rd Ave. A plumbing fixture count will need to be done to confirm water service size required for both buildings. If the 19mm water service is no longer required, it can be decommissioned by City Forces for \$2,000.00. The consolidated property could potentially have one water meter fee if there is only one service. Should the applicant maintain 2 services they will receive 2 water invoices based on the 2 separate meters and services.

5.00 SHALLOW UTILITIES:

- 5.01 All electrical, communications and CATV wiring must be installed as per the CPA Engineering Specifications for the zoning designation of the property. Additional power poles will not be approved within the City Right of Way. The applicant may be required to submit BC Hydro approved drawings power supply from an existing source. The drawings are to address Telus and Cable issues as well.
- 5.02 All electrical, communications and CATV wiring must be installed as per the CPA Engineering Specifications for the zoning designation of the property. Additional power poles will not be approved within the City Right of Way. The applicant may be required to submit BC Hydro approved drawings power supply from an existing source. The drawings are to address Telus and Cable issues as well.
- 5.03 All conditions of BC Hydro, Telus, Fortis Gas and CATV must be satisfied. Aft shallow utilities must be shown on the engineering plans prior to approval.

6.00 GEOTECHNICAL:

- 6.01 A geotechnical investigation of the site will be required. The report should address all geotechnical issues which may affect the proposed development such as:
- a) Site soil and groundwater characteristics
 - b) Site suitability for intended development
 - c) Recommendations for foundation design
 - d) Recommendations for slab-on-grade construction e) Any special requirements for construction
 - f) Location and stability of fill areas
 - g) Restricted building areas
 - h) Road design
 - i) Drainage practices
 - j) Potential flood areas

7.00 SITE GRADING:

- 7.01 Site grading plans for on site development will be required to ensure the proposed grading fits with surrounding areas and addresses drainage. Building Permits are required for all walls exceeding 1.2m in height.

8.00 STATUTORY RIGHTS OF WAY AND EASEMENTS:

- 8.01 Existing servicing that will cross subdivision lines must be protected by an Easement and may not be built upon.

CITY OF PORT ALBERNI

BYLAW NO. 5064

A BYLAW TO AMEND PORT ALBERNI ZONING BYLAW 2014, NO. 4832

The Municipal Council of the City of Port Alberni in Open Meeting Assembled Enacts as follows:

1. Title

This Bylaw may be known and cited for all purposes as "**Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing)**, Bylaw No. 5064".

2. Zoning Amendment

The property legally described as *Lot A, District Lot 1, Alberni District, Plan VIP36879 (PID: 000-428-230)*, and located at **3151 3rd Avenue**, as shown outlined in heavy black line on Schedule A attached hereto and forming part of this bylaw, is hereby rezoned from 'C5 Transitional Office' to the '**C7 Core Business**' zone.

3. Map Amendments

Schedule "A" (Zoning District Map) which forms an integral part of Port Alberni Zoning Bylaw 2014, No. 4832 is hereby amended to denote the zoning outlined in Section 2 above.

READ A FIRST TIME this day of , 2022.

READ A SECOND TIME this day of , 2022.

A PUBLIC HEARING WAS HELD this day of , 2022

READ A THIRD TIME this day of , 2022.

FINALLY ADOPTED this day of , 2022

Mayor

Corporate Officer

[illegible]

CITY OF PORT ALBERNI

BYLAW NO. 5064

A BYLAW TO AMEND PORT ALBERNI ZONING BYLAW 2014, NO. 4832

The Municipal Council of the City of Port Alberni in Open Meeting Assembled Enacts as follows:

1. Title

This Bylaw may be known and cited for all purposes as "**Zoning Map Amendment No. 54 (3151 3rd Avenue – Dog Mountain Brewing)**, Bylaw No. 5064".

2. Zoning Amendment

The property legally described as *Lot A, District Lot 1, Alberni District, Plan VIP36879 (PID: 000-428-230)*, and located at **3151 3rd Avenue**, as shown outlined in heavy black line on Schedule A attached hereto and forming part of this bylaw, is hereby rezoned from 'C5 Transitional Office' to the '**C7 Core Business**' zone.

3. Map Amendments

Schedule "A" (Zoning District Map) which forms an integral part of Port Alberni Zoning Bylaw 2014, No. 4832 is hereby amended to denote the zoning outlined in Section 2 above.

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READ A SECOND TIME this day of , 2022.

A PUBLIC HEARING WAS HELD this day of , 2022

READ A THIRD TIME this day of , 2022.

FINALLY ADOPTED this day of , 2022

Mayor

Corporate Officer

SUBJECT PROPERTY

3151 A 36879

ATHOL ST.

4TH AVE.

ARGYLE ST.

3RD AVE.

BLK 54

4916 Manor House Apts - 25 Units
101
201-208
301-308
401-408
Pcl A
197B

4965 (9 upper units 1-4,6,7,10,12,16)

Upper B-4835
4835

4920 4924 4926

4912 1-4912

4904

4994 4988 A 4956 4944 4936 4940
PP42211
43817

3094 3092

7180

3100 PP VIP82967

3118 Apts - 16 Units -108 -208

33

3142 3150 3174 3186

4 P82967

3100 PP VIP82967

3118 3123 3128 3131 3141 3151 3161 3171 3181 3191

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4969 4939 4909

4945 4929 4907

4961 4957 4947 4999 4977

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4920 4912 4904

4924 1-4912 4926

4904

4994 4988 A 4956 4944 4936 4940
PP42211
43817

3094 3092

7180

3100 PP VIP82967

3118 Apts - 16 Units -108 -208

33

3142 3150 3174 3186

4 P82967

3100 PP VIP82967

3118 3123 3128 3131 3141 3151 3161 3171 3181 3191

11 10 9 8 7

4969 4939 4909

4945 4929 4907


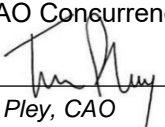
4961 4957 4947 4999 4977

4969 4961 4943

4965 (9 upper units 1-4,6,7,10,12,16)

4999 4977 4969 4

Date: September 20, 2022
File No: 1970-03
To: Mayor & Council
From: T. Pley, CAO
Subject: **2023 Permissive Tax Exemptions [PTE] | Bylaw No.'s 5068 & 5069**

Prepared by:  Deputy Director of Finance	Supervisor: A. MCGIFFORD DIRECTOR OF FINANCE	CAO Concurrence:  T. Pley, CAO
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RECOMMENDATION

"City of Port Alberni, Permissive Tax Exemption Bylaw No. 5068, 2022" [Alberni Drug & Alcohol Society | Kuu-us Crisis Line Society]

- That "City of Port Alberni, Permissive Tax Exemption Bylaw No. 5068, 2022" be now introduced and read a first time.
- That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022" be read a second time.
- That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022" be read a third time.

"City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" [Island Corridor Foundation]

- That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" be now introduced and read a first time.
- That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" be read a second time.
- That "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022" be read a third time.

PURPOSE

To provide Council with the Permissive Tax Exemptions for the 2023 tax year and request consideration for three readings of the proposed bylaws.

BACKGROUND

The *Community Charter* provides the legislative authority for both permissive and statutory tax exemptions. Section 224 of the *Community Charter* provides Council with the authority to grant PTE's for property that is owned by a charitable, philanthropic or other not-for-profit corporation and that is used for the purpose directly related to the organization.

In 2019 Council reviewed and endorsed a new policy to guide both the process and Council's priorities for granting exemptions, specifically that land or buildings shall provide for at least one of the following:

- Athletic or recreational programs or facilities for youth;
- Services and facilities for persons requiring additional supports; mental wellness and addictions;
- Programming for seniors;
- Protection and maintenance of important community heritage;
- Arts, cultural or educational programs or facilities;
- Emergency and rescue services;
- Services for the public in a formal partnership with the City or
- Preservation to an environmental or ecologically sensitive area designated within the Official Community Plan

In addition to the criteria above, changes were made to the permissive tax exemption for public places of worship. A cap on PTE for land owned by public places of worship in excess of a one-half acre was added, this meant that no more than one-half acre of land would be included in permissive exemptions after the 2019 tax year for public places of worship.

The bylaws presented contain only new applications that meet criteria as outlined in the PTE policy. Bylaw No. 5068 was created for new applications received and approved only for the 2023 tax year as this is the last year in the 4-year term [January 1, 2020 – December 31, 2023] of the current PTE Bylaw.

Bylaw No. 5069 pertains to the request for a 10-year term Bylaw for the Island Corridor Foundation [ICF]. The ICF is a registered non-for-profit foundation that owns the rail corridor on Vancouver Island which runs through the City of Port Alberni, and has at times, been utilized by the City for operation of the historic steam train. The organization's goal is to ensure long-term viability of the corridor for the benefit of all Vancouver Island residents including the possibility for further beneficial use as a trail corridor through the City. The recommendation provided to Council for consideration does not align with the *Permissive Tax Exemption policy* for term [ten years versus four years]. When Council has an opportunity to review the *Permissive Tax Exemption policy* in 2023, Council may wish to direct staff to review the term in order to align the rail corridor property with the policy.

ALTERNATIVES/OPTIONS

Option one:

Provide three readings to proposed "*City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022*" and "*City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022*" as presented.

Option two:

Provide alternative direction noting that bylaws must be adopted by October 31st in each year following the Public Notice period.

ANALYSIS

A PTE is a means for Council to support organizations within the community which further Council's objectives of enhancing quality of life [economic, social, cultural] and delivering services economically, however, there is no obligation on the part of Council to grant exemptions.

In 2019 Council adopted "*Permissive Tax Exemption Bylaw, 2022, Bylaw No. 4997*" and "*Places of Public Worship Exemption Bylaw No. 4998*" for the 2020-2023 tax years.

During the four-year term of the bylaw, the City requires on an annual basis that organizations reconfirm their eligibility to receive an exemption and also invites new applications for consideration.

In accordance with the Permissive Tax Exemption policy, staff have conducted a review of current PTE recipients as well as new applications for the 2023 tax year. The review resulted in two [2] new properties deemed eligible for exemption as well as renewal for the Island Corridor Foundation for a 10-year term.

The following new applications would be granted permissive tax exemption for the 2023 tax year under Section 224(2)(a) of the *Community Charter*, "*Charitable or Not for Profit Organizations*" and are included in the proposed "*City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022*"

Name of Organization	Property Description	2023 PTE Estimated
Alberni Drug & Alcohol Society (ADAPS) 100% Exemption	4480 Vimy St Unit 5	\$1,537.86
Kuu-us Crisis Line Society 92.31% Exemption	4589 Adelaide St	\$5,771.86

The Island Corridor foundation's exemption will be granted under Section 224(2)(a) of the *Community Charter*, "*Charitable or Not for Profit Organizations*". The Island Corridor Foundation 10-year term "*City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022*" includes 5 different rail properties.

Organization	Property Description	2023 PTE Estimated
Island Corridor Foundation [Alberni Valley] 100% Exemption	"Part of DL12, Plan annexed to DD7958I PID #012-444-871 Lot A, DL 12, Plan 67727 PID #024-247-588 Lot A, DL 1, Plan 67726 PID #024-244-732 Part of DL 1, Plan attached to DD18162 included in Plan 67961 PID #024-307-173 Lot 2, DL 1, Plan 10780 except Part in Plan 32280 and 67137 PID #005-070-384 "	\$16,924.07

IMPLICATIONS

The estimated value of total exemptions for the 2023 taxation year is \$313,111.39 or 1.13% of the total municipal property taxation budget, the current parameters established by the Permissive Tax Exemption policy is \$323,422 or 1.15% of property taxation. Estimates were calculated using BC Assessment values from the 2022 taxation year as well as the 2022 taxation rate with an estimated 3% increase to taxation applied. Council has the option to provide three readings of the proposed bylaws as presented or provide alternative direction noting the bylaws must be adopted by October 31st.

COMMUNICATIONS

Before final adoption of the "*City of Port Alberni, Permissive Tax Exemption Bylaw No. 5068, 2022*" and the "*City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022*" public notice will be provided in accordance with section 227 of the *Community Charter*. In accordance with legislation, Permissive Tax Exemption Bylaws must be adopted by October 31st.

BYLAWS/PLANS/POLICIES

- *Permissive Tax Exemption policy*
- "*Permissive Tax Exemption Bylaw, 2020, Bylaw No. 4997*"
- "*Permissive Tax Exemption Bylaw, 2022, Amendment No. 2, Bylaw No. 4997-2*"

SUMMARY

The *Community Charter* provides the legislative authority for both permissive and statutory tax exemptions. In accordance with the City's PTE policy, a review of existing exemptions and new applications has been undertaken by staff and has resulted in 2 new bylaws for permissive taxation and no changes to places of worship exemptions. Prior to final adoption by the October 31st deadline, public notice will be provided in accordance with *Community Charter* provisions.

ATTACHMENTS:

- *Draft "City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022"*
- *Draft "City of Port Alberni Permissive Tax Exemption Bylaw No. 5069, 2022"*
- *Permissive Tax Exemption policy*

c: A. McGifford, Director of Finance
 T. Slonski, Director of Corporate Services

CITY OF PORT ALBERNI

BYLAW NO. 5068

**A BYLAW TO EXEMPT CERTAIN LANDS AND
IMPROVEMENTS FROM TAXATION**

Whereas Section 224 of the *Community Charter*, RSBC 2003 provides that the Council may by bylaw, in accordance with the section, exempt land or improvements or both from taxation under Section 197 (1) (a) of the *Community Charter* to the extent, for the period and subject to the conditions provided in the bylaw, and;

Whereas Council deems it appropriate to exempt certain properties from taxation.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF PORT ALBERNI IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. Title

This Bylaw may be known and cited for all purposes as "**City of Port Alberni Permissive Tax Exemption Bylaw No. 5068, 2022**".

2. Exempted Properties

The lands, and all improvements thereon unless otherwise indicated, as set out in Schedule "A" are exempted from taxation for the period prescribed in Schedule "A" in accordance with Section 224 (2) of the *Community Charter*.

READ A FIRST TIME this day of , 2022.

READ A SECOND TIME this day of , 2022.

READ A THIRD TIME this day of , 2022.

ADOPTED this day of , 2022.

Mayor

Corporate Officer

**BYLAW NO. 5068
SCHEDULE A
DESCRIPTION OF PERMISSIVE TAX EXEMPTIONS**

NAME OF ORGANIZATION AND APPLICABLE AUTHORITY OF THE COMMUNITY CHARTER	CONDITION OF PERMISSIVE TAX EXEMPTION	PROPERTY DESCRIPTION	PERIOD OF EXEMPTION
Port Alberni Drug & Alcohol Society ADAPS <i>224 (2) (a) charitable or not for profit organization</i>	100%	4480 Vimy St. (Echo Park Field house) Lot A Plan VIP31446 District Lot 92 Land District 01 Except Plan VIP58940 & EXC PL VIP87123 VIP88262 & EPP12140; THAT PT INCL IN LEASE TO ALBERNI VALLEY DRUG & ALCHOHOL PREVENTION SERVICES Lease Licence Num 793 Folio 092-0696-05	January 1, 2023 - December 31, 2023
Kuu-us Crisis Line Society <i>224 (2) (a) charitable or not for profit organization</i>	92.3%	4589 Adelaide St Lot 2 Block 14 Plan VIP197E District Lot 1 Lot 1 Block 14 Plan VIP197E District Lot 1 Land District 01Folio 001-0156-00	January 1, 2023 - December 31, 2023

CITY OF PORT ALBERNI

BYLAW NO. 5069

**A BYLAW TO EXEMPT CERTAIN LANDS AND
IMPROVEMENTS FROM TAXATION**

Whereas Section 224 of the *Community Charter*, RSBC 2003 provides that the Council may by bylaw, in accordance with the section, exempt land or improvements or both from taxation under Section 197 (1) (a) of the *Community Charter* to the extent, for the period and subject to the conditions provided in the bylaw, and;

Whereas Council deems it appropriate to exempt certain properties from taxation.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF PORT ALBERNI IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. Title

This Bylaw may be known and cited for all purposes as "**Permissive Tax Exemption Bylaw No. 5069, 2022**".

2. Exempted Properties

The lands, and all improvements thereon unless otherwise indicated, as set out in Schedule "A" are exempted from taxation for the period prescribed in Schedule "A" in accordance with Section 224 (2) of the *Community Charter*.

READ A FIRST TIME this day of , 2022.

READ A SECOND TIME this day of , 2022.

READ A THIRD TIME this day of , 2022.

ADOPTED this day of , 2022.

Mayor

Corporate Officer

**BYLAW NO. 5069
SCHEDULE A
DESCRIPTION OF PERMISSIVE TAX EXEMPTION**

NAME OF ORGANIZATION AND APPLICABLE AUTHORITY OF THE COMMUNITY CHARTER	CONDITION OF PERMISSIVE TAX EXEMPTION	PROPERTY DESCRIPTION	PERIOD OF EXEMPTION
Island Corridor Foundation <i>224 (2) (a) charitable or not for profit organization</i>	<p style="text-align: center;">100%</p>	Part of District Lot 12, AD on Plan annexed to DD7958I - Folio 990-0301-00 Lot A, DL 12, Plan 67727 -Folio 990-0311-03 Lot A, DL 1, Plan 67726 -Folio 990-0311-04 Part of DL 1, AD on Plan attached to DD18162 included in Plan 67961 - Folio 990-0311-05 Lot 2, DL 1, Plan 10780 except Part in Plan 32280 and 67137 - Folio 001-2976-00	<p style="text-align: center;">January 1, 2023 - December 31, 2032</p>

TITLE: PERMISSIVE TAX EXEMPTION				
EFFECTIVE DATE: June 10, 2019	DEPARTMENT: Finance	AUTHORIZED BY: Council	REPLACES: June 25/13 May 25/04	PAGE 1 OF 3

PREAMBLE

Permissive tax exemption is a means for Council to support organizations within the community which further Council's objectives of enhancing quality of life (economic, social, cultural) and delivering services economically. The parameters will provide fair, consistent treatment and consideration for all applicants providing charitable and not for profit services for the benefit of the residents of the City of Port Alberni. After careful consideration of all applications Council may approve a full, a partial, or no tax exemption. This policy guides identification of organizations meeting Council's objectives

POLICY

1. Overall Amount

The total amount of revenue to be foregone by permissive tax exemptions will be set by Council during the development of the Five Year Financial Plan. Permissive tax exemptions approved in the current year for the subsequent tax year will not exceed 1.15% of the current year's total budgeted property tax requisition. The permissive exemption values will be calculated by using the current year's assessment multiplied by the current year's tax rates. In the case where the calculated permissive exemption values for the subsequent year exceed 1.15 % of the current year's tax requisition, all permissive exemptions will be proportionately reduced.

2. Process

Council will consider applications for permissive tax exemptions annually. The opportunity to apply will be advertised 2 times in the local newspaper and letters will be mailed to organizations having an exemption which will expire at the end of the current year so that they may apply for renewal.

Applications must be submitted on prescribed forms available from City Hall, to the Deputy Director of Finance, before August 1st of each year. The Deputy Director of Finance (or their designate) will review the applications for completeness, and arrange contact with applicants for addition information as necessary.

Application forms must be accompanied by:

- Copy of most current Notice to Reader financial statements prepared by an Accountant, or if a new applicant 3 years is required
- A copy of the most current Budget for the organization;
- Copy of state of title certificate or lease agreement, as applicable; and
- Site plan of subject property.

The Deputy Director of Finance will present a summary report of the applications, relative to the eligibility criteria, to Council for consideration.

3. Eligibility Criteria

- a. Application of this permissive tax exemption policy is subject to applicable provincial legislation. Applicants are encouraged to familiarize themselves with the legislation.
- b. In assessing the application of permissive tax exemption to the land or buildings occupied by a qualifying organization, Council will consider the following priorities for granting an exemption:

The land or buildings shall provide for at least one of the following:

- athletic or recreational programs or facilities for youth;
 - services and facilities for persons requiring additional supports; mental wellness and addictions;
 - programming for seniors;
 - protection and maintenance of important community heritage;
 - arts, cultural or educational programs or facilities;
 - emergency and rescue services
 - services for the public in a formal partnership with the City or;
 - preservation to an environmental or ecologically sensitive area designated within the Official Community Plan.
- c. The organization must be a Non-Profit or Registered Charity. Only that part of the property used for non-profit or charitable activities will be considered for exemption. Non-profit or Charitable organizations conducting retail and/or commercial activity including the sale of food and/or liquor, may not be eligible for tax exemption.
 - d. The organization must be seen to be working towards self-sufficiency by seeking funding from other sources, including grants from other levels of Government.
 - e. The organization may be required to show evidence of ongoing, active volunteer involvement
 - f. Applicants must show evidence of a clear mandate and competent administration.
 - g. All recipients of tax exemptions from the City of Port Alberni will be required to publicly acknowledge the exemption.
 - h. Where the land was provided by the City, consideration will be given whether the land was granted or otherwise provided by the City to the organization on the understanding that taxes would continue to be paid.
 - i. Exemptions will not be granted for land held for future development or land greater than normally required for off street parking, buffer zones or to make a reasonable shaped parcel. This includes all exemptions, including Places of Public Worship.

4. Duration of Exemption

Eligible organizations may be considered for tax exemptions exceeding one year (to a maximum of four years) where it is demonstrated that the services/benefits they offer to the community are of a duration equal or greater than the period of tax exemption.

Groups receiving a permissive tax exemption greater than one year in duration will be required to confirm their continued qualification for the exemption annually. It is not guaranteed that the exemption will continue for the term. An exemption can be adjusted based on new information.

For permissive tax exemptions exceeding one year in duration, the permissive tax exemption will be reconsidered if the status of the group or benefit to the community changes, with the intent of revoking the permissive tax exemption and/or requiring repayment of the taxes forgone.

5. Extent and Conditions

Council may at its discretion, reject any or all applications brought forward for consideration in any given year.

Council may designate only a portion of the land/improvements as exempted where the following circumstances exist:

- A portion of the land /improvements is used by the private sector and/or organizations not meeting Council's criteria;
- the applicant already receives a grant-in-aid or other benefit from the City;
- the area does not contribute to the community benefit;
budget constraints as indicated in Section 1 of this policy.

PLACES OF PUBLIC WORSHIP EXEMPTIONS

Statutory exemptions are provided to buildings used for public worship, and land beneath the building.

All other land and buildings ancillary to the place of public worship are taxable unless a permissive tax exemption is granted by Council.

Where there is a residence located on the same property as a church, the residence and any ancillary buildings and the land upon which the residence and ancillary buildings actually stand, as well as any area of land deemed to be associated with the use and enjoyment of the residential and ancillary buildings shall be assessed and taxed as residential property.

Where the property on which a church is located exceeds .5 acres, the area of land exempt from taxation, including the statutory exemption, shall be .5 acres.

The Places of Public Worship Exemption Bylaw will be reviewed every four (4) years in conjunction with the term of the Permissive Tax Exemption Bylaw to ensure that the relevant exemptions remain applicable and if necessary to make recommendations to Council in regards to potential Bylaw amendments.

RECEIVED

AUG 30 2022

CITY OF PORT ALBERNI

From: Brian De Geer - [REDACTED]
Sent: August 30, 2022 10:20 AM
To: Sara Darling <sara_darling@portalberni.ca>
Subject: Lawn hydrant:

<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Mayor	<input checked="" type="checkbox"/> Engineering/PW
<input checked="" type="checkbox"/> CAO	<input type="checkbox"/> Parks, Rec. & Heritage
<input type="checkbox"/> Finance	<input type="checkbox"/> Development Services
<input checked="" type="checkbox"/> Corporate Services	<input type="checkbox"/> Community Safety
<input checked="" type="checkbox"/> Agenda	<input checked="" type="checkbox"/> Other <u>Fire</u>

File # 5600-02 RCM Sept 26, 22 Com. Summary

Attention Mayor and Council:

Regarding the hydrant on my lawn

The hydrant as it is now is very ugly and needs paint in the worst way. When I lived in Terrace, British Columbia, I noticed that many of the fire hydrants there were painted as objects such as killer whales, firemen etc. and they were quite beautiful. There is a lot of snow each winter in Terrace, and the firefighters there have no problem finding the hydrants that are so beautifully decorated. A visual artist that I know has offered to paint the hydrant in the form of a Dalmatian dog. I ask that you allow this beautification of the hydrant and my property. We would be willing to use whatever type of paint is required.

Thanks,

Marlene De Geer,

4216 Ravenhill



RECEIVED

SEP 07 2022

CITY OF PORT ALBERNI

From: Roy Buchanan [REDACTED]
Sent: September 6, 2022 11:30 AM
To: Sara Darling <sara_darling@portalberni.ca>
Subject: RE: Special Transit Service Request & Remembrance Day

<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Engineering/PW
<input checked="" type="checkbox"/> CAO	<input type="checkbox"/> Parks, Rec. & Heritage
<input type="checkbox"/> Finance	<input type="checkbox"/> Development Services
<input checked="" type="checkbox"/> Corporate Services	<input type="checkbox"/> Community Safety
<input checked="" type="checkbox"/> Agenda	<input checked="" type="checkbox"/> Other <i>Comm. Summary</i>
File #	<i>RCM Sept. 26/22</i> <i>0230-20-RCL</i>

Mayor and Council
City of Port Alberni

Traditionally, the Mayor, or representative, and members of council participate at the annual Poppy Campaign flag raising at city hall on the first Monday after the start of the Poppy Campaign. This year that date for the flag raising would be October 31st and on behalf of the RCL Br. 293, I am requesting the participation of the mayor and council to assist in this endeavour at 10:30 am on October 31st. After the flag raising we would ask the mayor to place a wreath on the cenotaph at city hall. A wreath will be provided by the Legion.

On November 11th the mayor, or representative place a wreath at the Remembrance Day ceremony which it is hoped will take place at the Glenwood Centre and at the Field of Honour after the ceremony at the Glenwood. A reception at the Legion is usually held after the ceremony at the Field of Honour and all members of council are invited. The mayor would also be asked to place a wreath at the cenotaph at the Legion during the reception.

Thank you for considering these requests.

Sincerely,

Roy Buchanan
Legion Branch 293
Poppy Fund Chair
[REDACTED]

RECEIVED

SEP 12 2022

CITY OF PORT ALBERNI

From: Wendy Whyte [REDACTED]
Sent: Saturday, September 10, 2022 2:01 PM
To: Twyla Slonski <Twyla_Slonski@portalberni.ca>; editor@albernivalleynews.com
Subject: San Group Proposed Project for Burde Stret

September 10, 2022

Open Letter to: Mayor and Council, Port Alberni, B.C.

San Group

<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Engineering/PW
<input checked="" type="checkbox"/> CAO	<input type="checkbox"/> Parks, Rec. & Heritage
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Development Services
<input checked="" type="checkbox"/> Corporate Services	<input type="checkbox"/> Community Safety
<input checked="" type="checkbox"/> Agenda	<input checked="" type="checkbox"/> Other <i>Comm Summary</i>
File # <u>3010-01</u>	

Editor, Alberni Valley Times

Dear Sir(s) and Madam(s)

First off, it is wonderful that a global company like the San Group would want to invest 900 million to 1.1 billion in Port Alberni. Wonderful and thank you.

HOWEVER, I HAVE MORE THAN A FEW CONCERNS:

I TAKE WALKS DOWN BURDE STREET AND IT IS ALREADY VERY BUSY WITH TRAFFIC AND CONGESTED WITH PARKED VEHICLES.

WHAT WILL HAPPEN WHEN ALL THE TIMBER HARVESTING AND ROAD BUILDING STARTS, AND THEN THE CONSTRUCTION AND THEN ALL THE INHABITANTS GOING TO AND FRO...**THE NOISE WILL GO ON FOR YEARS, FROM MORNING TO LATE AFTERNOON – JUST IMAGINE! THERE IS ALREADY TOO MUCH VEHICLE AND HUMAN ACTIVITY ALONG BURDE STREET.** WE DON'T NEED ANY MORE!!! JUST LOOK AT THE POPULATION DENSITY AT THE OLD HIGH SCHOOL SITE, AND IT IS MAYBE ONLY HALF COMPLETED AND LESS THAN ONE-THIRD (23 ACRES) THE SIZE OF THE SAN GROUP HOUSING PLAN!!!

AND WHERE ARE ALL THESE 4,000 TO 5,000 WORKERS GOING TO LODGE DURING THE 5 TO 8 YEAR CONSTRUCTION PERIOD OF THIS SAN PLAN? WILL LOCAL PEOPLE BE GIVEN THESE BADLY NEEDED JOBS, OR WILL THEY GO TO NON-LOCAL PEOPLE?

BECAUSE OF OUR AGE AND HEALTH CONCERNS, WE MOVED FROM A BEAUTIFUL VIEW HOME TO A 1 LEVEL HOME. OUR NEIGHBOURS ARE OTHER RETIREES AND SOME LOVELY YOUNG FAMILIES AS WELL.

YOU CAN'T TELL ME THAT ALL THESE PEOPLE MOVING INTO OUR DIRECT VICINITY WILL NOT IMPACT ON OUR **QUALITY OF LIFE. THIS PROJECT WOULD MAKE THE BURDE STREET CORRIDOR THE MOST**

DENSELY POPULATED AREA IN THE ENTIRE ALBERNI VALLEY. TOO MANY PEOPLE, TOO CLOSE TO TOGETHER ALWAYS EQUALS LESS PRIVACY, MORE NOISE AND MOST CERTAINLY **MORE CRIME.**

FOR MANY YEARS I WORKED FOR THE MACMILLAN BLOEDEL COMPANY, AND I GUARANTEE YOU, WITH ALL CERTAINLY THAT THEY WOULD NOT HAVE GOTTEN AWAY WITH THIS MANNER OF PLAN INVOLVING **ENVIRONMENTAL AND WILDLIFE CONCERNS.** LET THE MANY DAILY LOG TRAIN TRAIL WALKERS ATTEST TO THEIR MANY WILDLIFE ENCOUNTERS WITH BEAVERS, OWLS, DEER, RACOONS, BEARS, ETC. **THE WILDLIFE MUST BE SPARED FOR ALL TO ENJOY.**

IF WE KNEW WHAT WAS HAPPENING, WE WOULD HAVE MOVED ELSEWHERE.

A MUCH BETTER OPTION FOR THE SAN GROUP WOULD BE TO GIFT THIS BEAUTIFUL AREA TO THE PEOPLE OF PORT ALBERNI FOR THEIR CONTINUED ENJOYMENT AND USE, IN EXCHANGE FOR MUCH SMALLER, DISPERSED AREAS WHERE RESIDENTIAL HOUSING CAN BE IMPLEMENTED WITHOUT HAVING SUCH AN ADVERSE EFFECT ON POPULATION DENSITY. **BURDE STREET HAS ALREADY REACHED ITS DENSITY CAPACITY, AND WHEN THE OLD HIGH SCHOOL AREA IS COMPLETED, IT WILL BE OVER ITS CAPACITY! WE DON'T NEED MORE HERE.**

Signed,

A very concerned senior citizen

W. D. Whyte

3578 Swordfern Lane

Port Alberni, B.C.

V9Y 0A5



September 14, 2022

RECEIVED

City of Port Alberni

SEP 14 2022

CITY OF PORT ALBERNI

Via e-mail:

timothy_pley@portalberni.ca

Tim Pley
Chief Administrative Officer

To Her Worship Sharie Minions, Mayor of Port Alberni

RE: Expanding emergency health services in your community

I'm pleased to be writing to let you know that BC Emergency Health Services (BCEHS) is expanding paramedic resources in your community.

This new update is part of the Ministry of Health's 2020 announcement of funding for the Rural, Remote and Indigenous Framework (RRIF). The goal of RRIF was to help improve access to health care for people living in rural and remote parts of the province during the COVID-19 pandemic. As part of RRIF, BCEHS deployed a surge response of paramedics in select communities. This deployment has been extended as work on our long-term sustainment plan for these resources has been underway.

Going forward, we are pleased to announce that your community is one of 31 communities that will be receiving more permanent full-time paramedic resources. More than half of these communities will see many of their on-call ambulances and associated paramedic positions converted to full-time regular resources. This will create more permanent jobs in these communities and will help stabilize our paramedic staffing, which in turn will improve responsiveness and emergency coverage.

Today's news means BCEHS is adding 208 full-time positions to the provincial ambulance service in rural areas.

At the ambulance station in your community, the on-call ambulance, referred to as a Kilo unit, will be converting to a fully staffed "Bravo-Charlie" ambulance, which refers to an 11-hour day shift starting in the morning (Bravo) followed by an additional 11-hour night afternoon/evening shift (Charlie), seven days a week. This change will result in the addition of eight new permanent full-time positions in Port Alberni.

Our local BCEHS Clinical Operations Director, Heather Edward would be happy to connect with you to discuss these exciting changes in more detail once the timing of the job postings and hiring details can be confirmed.

Sincerely,

Original signed by

Leanne Heppell
Executive Vice-President and Chief Ambulance Officer
BC Emergency Health Services

RECEIVED

SEP 20 2022

CITY OF PORT ALBERNI

<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Engineering/PW
<input checked="" type="checkbox"/> CAO	<input type="checkbox"/> Parks, Rec. & Heritage
<input type="checkbox"/> Finance	<input type="checkbox"/> Development Services
<input checked="" type="checkbox"/> Corporate Services	<input type="checkbox"/> Community Safety
<input type="checkbox"/> Agenda	<input type="checkbox"/> Other

File # 0400-20-JERI

From: Minister, JERI JERI:EX <JERI.Minister@gov.bc.ca>

Sent: September 14, 2022 10:24 AM

Cc: Minister, TRD JERI:EX <trd.minister@gov.bc.ca>

Subject: Third intake open for British Columbia's Mass Timber Demonstration Program

Ref: 160251

Dear Mayors:

I would like to share the exciting news that the third intake of our Mass Timber Demonstration Program is open. This is an opportunity for local governments across British Columbia to demonstrate leadership and innovation in using mass timber for buildings in their communities.

The Province is investing \$2 M in the third intake, building on the \$5.4 M invested in twelve buildings and four research projects from intakes one and two. These buildings include a multi-purpose civic space in Castlegar, a firehall redevelopment in Saanich, and the expansion of the Kelowna International Airport. Successful applicants may be eligible to receive up to \$500,000 towards the incremental costs in the design and construction of buildings that showcase emerging mass timber building systems. I encourage you to consider applying and to share this information broadly within your community. For more information on the third intake, please see the news release at: <https://news.gov.bc.ca/releases/2022JERI0047-001370>. Expressions of Interest will be accepted until October 7, 2022.

To learn more about the Mass Timber Demonstration Program and to apply, please visit <https://www.masstimberbc.ca/>. The program team will also be hosting an information webinar on Wednesday, September 21st at 12:00 pm PDT to go over submission requirements, answer FAQs, and showcase projects that are currently being funded by the Mass Timber Demonstration Program. To sign up to attend this free webinar, visit the "How to Apply" page at: <https://www.masstimberbc.ca/how-to-apply/>.

Sincerely,

Ravi Kahlon
Minister of Jobs, Economic Recovery
and Innovation

cc: Honourable George Chow
Minister of State for Trade

RECEIVED

SEP 20 2022

CITY OF PORT ALBERNI

<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Economic Development
<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Engineering/PW
<input checked="" type="checkbox"/> CAO	<input type="checkbox"/> Parks, Rec. & Heritage
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Development Services
<input checked="" type="checkbox"/> Corporate Services	<input type="checkbox"/> Community Safety
<input type="checkbox"/> Agenda	<input type="checkbox"/> Other _____
File #	3010-01

From: Beaver Pond <burdestreetpond@gmail.com>

Sent: Thursday, September 15, 2022 1:57 PM

To: FLNR.Minister@gov.bc.ca; katrine.conroy.MLA@leg.bc.ca

Cc: LWRS.Minister@gov.bc.ca; jodie.osborne.MLA@leg.bc.ca; brandy@hupacasath.ca; jjack@acrd.bc.ca;

Sharie Minions <sharie_minions@portalberni.ca>; [REDACTED]

Subject: RAPR in the Alberni Valley

Dear Minister Conroy,

Please see attached letter from Friends of Burde Street Beaver Ponds, an active group of volunteers in Port Alberni, requesting application of the Riparian Area Protection Regulation, to our area.

If you wish to discuss further we can be contacted via this email or by phone at 250-918-8887. We look forward to hearing from you!

Thank you,

Karen St. Pierre

Chair - Friends of Burde Street Beaver Ponds Steering Committee

September 15, 2022

Honourable Katrine Conroy
Minister of Forests
Government of British Columbia
Victoria, BC

Dear Minister Conroy,

Re: Review of Riparian Areas Protection Regulation (RAPR)

We represent a local community group in the City of Port Alberni called the Friends of the Burde Street Beaver Ponds. These ponds are environmentally sensitive wetland areas located on private lands within the municipality.

In August 2021, the San Group of Companies, which had recently purchased the properties where the ponds are located, announced its plan to build Pacific Mayfair Estates, a \$1.1 billion housing development on the lands surrounding the ponds.

Concerned that the Pacific Mayfair Estates would have a very detrimental impact on the beaver ponds and surrounding ecosystems, our group formed to advocate and care for the health of the ponds, which includes protecting the various species of wildlife such as beavers, fish, birds and Western Painted Turtles that live there. We have an active steering committee composed of volunteers who have been working hard to raise public awareness of the environmental, social, and recreational value of the ponds and surrounding ecosystems. To date, we have done this through a petition, articles in local media, a town hall meeting, a wildlife talk at Char's Landing, and building connections with local First Nations as well as community and environmental groups. Our petition calling for the protection of the ponds has so far garnered about 1,300 signatures.

The City of Port Alberni does not currently have specific regulations to adequately protect riparian areas. At this time, the Alberni-Clayoquot Regional District is not one of the regional districts where the full force of the Riparian Areas Protection Regulation (RAPR) applies. However, we learned that in 2008 the District of Tofino passed an amended bylaw "DISTRICT OF TOFINO RIPARIAN DEVELOPMENT PERMIT AREA OCP AMENDMENT BYLAW NO. 1080, 2008," the purpose of which is to "[t]o protect and preserve the natural features and function, of riparian areas from the impact of residential, commercial, and industrial development." (<https://tofino.civicweb.net/document/1016/>)

On August 8, 2022, our group spoke as a delegation to the monthly City Council meeting. We requested the City of Port Alberni follow the District of Tofino's lead and adopt a similar bylaw for our municipality, to include the bylaw in the Official Community Plan, and place on hold all developments that impact riparian areas until the new OCP has been adopted. We emphasized

to members of Council that the ponds are community jewels which residents and visitors find to be places of refuge, contemplation and wonder. They are deserving of protection.

In learning about our group's efforts, our MLA, the Honourable Josie Osborne, suggested we contact you to request a review of the RAPR. We have also garnered the support of the Alberni Valley Transition Town Society, a local group dedicated to environmental protection and climate change mitigation and adaptation. We would like to have the Alberni-Clayoquot Regional District added to the list of regional districts covered by the full force of the RAPR.

We look forward to hearing back from you regarding our request and concerns. Thank you for your attention to this matter.

Sincerely,

Karen St. Pierre, Chair
Friends of the Burde Street Beaver Ponds Steering Committee
burdestreetpond@gmail.com
[REDACTED]

Chris Alemany, President
Alberni Valley Transition Town Society
avtransitiontown@gmail.com
[REDACTED]

c.c.:

Brandy Lauder, Hupacasath First Nation Chief Councilor
Sharie Minions, Mayor of Port Alberni
John Jack, Chairperson of Alberni-Clayoquot Regional District
Josie Osborne, Minister of Land, Water and Resource Stewardship and Minister Responsible for Fisheries



Heritage Commission Meeting
June 1, 2022
Minutes

Location:
Maritime Heritage

Attending:
Claudia Romaniuk
Colin Schult
Don Mallon
Gareth Flostrand
Ken Watson
Pam Craig
Penny Cote
Willa Thorpe (staff)

Regrets:
Bill Collette
Ed Ross
Dan Washington

Called to order: 7:02pm

1. Moved by Colin that the agenda of the June 1, 2022 meeting be approved as circulated.
2. Moved by Colin that the minutes of the May 4, 2022 meeting be approved as circulated.
3. Old Business – none
4. Correspondence – none
5. New Business – none
6. Reports
 - a. Chamber of Commerce
 - i. Visitor counts at the Chamber of Commerce are still lagging well behind traditional numbers. This is likely a result of lingering effects of the COVID restrictions plus the realities surrounding high fuel prices and inclement weather patterns.
 - ii. We were unsuccessful in finding any post-secondary students to fill our vacancies offered through the youth grant programs so have move all grants to secondary students. We have all opportunities now spoken for.
 - iii. The Chamber has continued to press hard with the MRDT program and earlier this month we were part of a delegation to both the City of Port



Heritage Commission Meeting
June 1, 2022
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Alberni and the ACRD. Both organizations approved the proposal. Next steps are now underway. With any sort of luck, we should see the tax implemented by the end of 2022 thus resulting in significant funds available for the marketing of Port Alberni for 2023 and beyond.

- iv. The Chamber had to postpone its planned AGM to mid-June due to several challenges surrounding the original date/time. The AGM is now scheduled for Wednesday, June 15th 8:00am at Smitty's Restaurant.
- v. The Chamber's community excellence awards event is scheduled for Friday, June 10th at the McLean Mill National Historic Site. The event will be under a 4000 square foot tent. At this writing more than 280 tickets have been distributed.

b. McLean Mill

- i. Our Director of Operations is Caroline Schiavone. Caroline has extensive experience in similar venues and is already making a huge impact. Caroline hired Richard Spencer, an ADSS graduate this year, to take over as her right hand person. Richard will lead the team with Caroline's direction over the summer at which point we will determine the next steps in the operation. Hiring Richard brings stability, knowledge, passion and opportunity to the operations. By the time Richard returns to his schooling in the fall Caroline will have several months under her belt thus more ideas on how best to follow.
- ii. We have conducted one full wedding this past month and several more events are planned for the summer and early fall.
- iii. One cost of the staffing change is a further delay in getting the campground ready to go. This is further complicated by the lack of success noted in the Chamber report on finding a post-secondary student. We are reluctant to open the campground without a FT on site employee there at most times. The campground should open by the last week of June.
- iv. The long-term success of the McLean Mill National Historic Site is not tied to the daily results of our business functions. Our team continues to struggle with the lack of internet resources at the site. We will continue to look for grant opportunities that once and for all can address this challenge.

c. Community Arts Council

- i. Gallery Exhibits
 - 1. May 25 – June 18 Spring Seasonal Imagery – Experience spring through the eyes of 16 local artists. Oils on canvas, watercolour with pen and ink, to acrylic and collage.
 - 2. June 22-July 22 – Women's Work – group exhibit



Heritage Commission Meeting

June 1, 2022

Minutes

- ii. We have had two full days with students from NIC under the supervision of a horticulturist. They are working towards a groundskeeping program.
 - iii. Book Sale – This sale was the most successful book sale that we have had. The Athletic Hall was the perfect venue, and students from the wrestling program and rugby program worked really hard to get the truck loaded (3 times) and the books into the hall. The leftover boxes all fit into the containers donated by the San group. We are looking for a permanent heated location to store our books. Because we have so many books, we are having a second sale in September
 - iv. CAC bursary recipient is Caiden Meyer
 - v. Summer Program – We have funding for three students but have not yet hired. Also, our summer programs will be impacted with the child care facility beginning this summer. Normally a tent is set up in the Children's Garden, and supplies are kept downstairs at Rollin.
 - vi. Teas on the Terrace – The teas, two in July, the 7th and 21 and two in August, the 4th and the 18th, are so far going ahead. Whether the construction will affect them isn't sure as yet.
 - vii. Solstice Arts Festival – June 18 – 11-4pm. We have musicians booked and some artists booked.
- d. Maritime Heritage Society
- i. Lighthouse Roof Replacement–. Port Authority has contributed \$5000 and ACRD will contribute \$3000 towards this project. Thanks to Zoran Knezevic and the PAPA Board for their support on this important project. Roof installation is scheduled for this summer.
 - ii. Harbour History Pictorial Display - A new display consisting of a collection of Black & White photographs of Port Alberni's harbour, taken by John Taylor in the 1980's is under construction. Dave Cox is working with Kirsten Smith at the Alberni Valley Museum to frame this collection of historic maritime photographs for display at our Gallery. Thanks to the Museum staff for their help with this project and thanks to Dave Cox for his work on this as well. This new display will replace our current Vanlene shipwreck display so if you haven't seen that yet come on in and have a look before it is gone.
 - iii. Nahanni Restoration Project –The weekly work sessions are switching to Wednesdays at 10am restoring this WW 2 vintage RCAF crash boat. If you would like to get involved with this project there is lots of opportunity to roll up your sleeves participate. Thanks to Lawrence Charnell for being the leader on this project.
 - iv. Summer Programs – Kendra Neary will stay on as our summer coordinator this year. We are now advertising for positions to help deliver our summer



Heritage Commission Meeting

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programs. If you or interested see the posting on our Facebook page "Maritime Discovery Centre". Application close on June 12th. Thanks to the Alberni Valley Community Foundation for their support of our programs with a donation of \$3600 which will fund a summer student.

- v. Open Hours - we are open Thursday – Sunday, 11 am – 4 pm. Stop in at the Gallery to see the new Tsunami exhibit and the outgoing Vanlene exhibit and also renew your membership.

e. Regional District

- i. Four students applied for the summer job posting
- ii. A delegation came to the District requesting renaming Sproat Lake

f. Community at Large

- i. May 30 – June 5 – GoByBike week – get on your bike! And ride, prizes to be won, AV News has Bingo card. Celebration stations around town different location each day
- ii. 4th – West Coast Rangers Black Powder Club – Historical Re-enactment for National Range Day 10am-3pm Free Admission
- iii. 4th – A Life in Art – Art Rave retrospective of the work of ceramic artist – Elspeth Watson 2-4pm at Echo Centre (Cedar Room)
- iv. 10th – Community Excellence Awards – Alberni Chamber at McLean Mill 5-10pm
- v. 11th – Life in The Fast Lane – benefit dance, a fundraiser for a local diagnosed with Non-Hodgkin's Lymphoma 5-11pm at Kin Hut
- vi. 11th – PAGO Grannies – Fundraiser for Stephen Lewis Foundation 9am-noon 6718 Cypress Blvd – Handcrafted items, plants, baking and more
- vii. 12th – Ladies Regatta @ Sproat Lake presented by West Coast Dragon Boat Society
- viii. 12th – AV Regional Airport – Open House 10-4 Free Admission
- ix. 18th – Solstice Arts Festival – Rollin Art Centre 11-4
- x. July 1-3 – Okee Dokee Slo-Pitch Tourney/Funtastic Music Fest
- xi. 9-10 – Lightening On the Lake – Regatta at Sproat Lake Provincial Park 9am-4pm
- xii. July 30 – August 1 – Hayes 100y Anniversary Show presented by Western VI Industrial Heritage Society @ Fall Fair grounds

g. School District

- i. Lots of changes in administration throughout the district. New Superintendent, Tim Davie, begins August 1st. Challenges in staffing as some are reluctant to move to the West Coast due to the high cost of living.



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Minutes

New District Principal of Indigenous Education, Jaime Hansen. New Principal at Tsuma-as Elementary is Meghan Girard. New Principal at Ucluelet Secondary is Drew Ryan (formerly Principal at Wickaninnish Elementary). Dani Stone now Acting Principal at Wickaninnish Elem. There are still a couple of admin positions to announce.

- ii. Board and staff working on budget for June 14 Board Meeting.
 - iii. Pacific Rim Inquiry Group "Celebration of Learning" – Question – "How will the development of best practices in teaching Nuuchah-nulth Language benefit all our learners and our school community?" Event happening June 2nd.
 - iv. Gov't has moved responsibility of childcare from Ministry of Children and Family Development to Ministry of Education – official name is Ministry of Education and Child Care. Ultimately, the goal is to have an in or on-site before/after school childcare facility at every Elementary.
 - v. June is the month of Celebration and School windup event. District Elementary Track Meet June 3. Graduation ceremonies: NTC Grad June 11; EALC Grad June 16, USS Grad June 18 and ADSS Grads June 23, 24 and 24.
- h. City Council – no report
- i. Historical Society
- i. Our volunteer, Marlene Dietrich lost her husband Phil on Saturday, May 28. Our hearts & prayers go out to her and her family.
 - ii. Our fabulous volunteers logged in 201.25 volunteer hrs last month.
 - iii. The Historical Society AGM is on Wednesday, June 8, 7pm in the Dogwood Room in Echo Centre. Guest speakers are Jean McIntosh talking about Helen Ford, Katy Lekich on John Howitt and a Band member on George Clutesi. All are welcome!
 - iv. Volunteers are in the Archives - Tues – Thurs, 11 am – 3 pm. Masks are mandatory!
- j. Industrial Heritage Society
- i. Work on the Hayes Truck 100th Birthday is progressing. The dates are July 30/Aug. 1 weekend, venue: Fall fairgrounds.
 - ii. Anyone wanting to visit the IHS truck barn (old arena) or the train roundhouse, tours are available and you can book on the IHS website. We feel that a personalized tour is more informative. In the month of May we gave four guided tours at the roundhouse and industrial heritage centre. We are going to host an "Old Trucks 90th Birthday Party" with the grade two's from Maquinna Elementary next month.

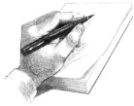


Heritage Commission Meeting

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Minutes

- iii. Two of our members attended the May 21, 2022 Lake Cowichan Parade. We were awarded two plaques: Farthest distance travelled, and most unique logging truck (the tiny challenger)
 - iv. The fellows at the truck barn are working hard to prepare the trucks for the Canada Day July 1st parade, we are hoping to have 8 trucks attend if we can get enough drivers.
 - v. At the train Roundhouse we unfortunately had a fire in one of our passenger cars, the fire dept. attended.
- k. Museum
- i. The Emergence: New Works, New Beginnings Art Show opening was very well attended, with over 80 artists and guests enjoying the 70 pieces by 60 artists from Vancouver Island and the Gulf Islands. The show continues until September 3.
 - ii. Our virtual Heritage Fair went well, and three of the 10 participants were selected to represent our region at the Provincial Heritage Fair in late June.
 - iii. Film Fest is returning to Port Alberni in September; showing dates and film details are being confirmed.
- l. Hupacasath First Nation – no report
- m. Tseshaht First Nation – no report
7. Next Meeting
- a. Wednesday, September 7 → 7pm (AV Museum)
8. Adjourn
- a. Moved by Pam to adjourn the meeting at 8:02pm.



**Summary Report / Minutes of the Advisory Planning Commission Meeting
held on August 18, 2022 at 12:00 p.m.
(Council Chambers, Port Alberni City Hall, 4850 Argyle Street)**

Commission Members Present

Ed Francoeur (Chair)
Ken McRae, (Vice - Chair)
Ken Watts, Chief, č išaaʔath (Tseshaht) F.N
Christine Washington, SD70
Callan Noye
Councillor Deb Haggard, Council Liaison
Andre Guerin, P.A.F.D. Liaison

Regrets

Jolleen Dick, Councillor, Hupačasath F.N
Stefanie Weber
Joe McQuaid
Amy Anaka
Peter Dionne, R.C.M.P. Liaison
Scott Smith, Dir. of Dev. Services/Deputy CAO
Amy Needham, Parks Liaison

Staff

Marianne Wade, Manager of Planning
Brian McLoughlin, Development Planner
Cara Foden, Planning Technician

Guests

Applicant: A. and R. Richards
Applicant: L. Shaver
Public: 1

Alternates (not in attendance)

Councillor Helen Poon (Alt.- Council Liaison)
Larry Ransom (Alt.- S.D.70)
S./Sgt. Mike Thompson (Alt.- RCMP)
Harley Wylie (Alt. – Tseshaht (č išaaʔath) F.N)



1. Acknowledgements and Introductions:

Acknowledgement by Chair that this Advisory Planning Commission (APC) meeting is being held within the un-ceded, traditional territories of the Hupačasath and the Tseshaht (č išaaʔath) First Nations. Welcome and introductions.

2. Minutes: Adoption of July 28, 2022 Minutes

Motion:

That the City of Port Alberni Advisory Planning Commission adopt the minutes of the July 28, 2022 regular meeting as amended.

(McRae / Noye) CARRIED

3. DEVELOPMENT APPLICATION – Development Variance Permit 113

3045 Kingsway Avenue

Lot 17, Block 103, District Lot 1, Alberni District, Plan 197 PID:009-272-925

3053 Kingsway Avenue

Lot 18, Block 103, District Lot 1, Alberni District, Plan 197 PID:009-272-968

APPLICANT: Lowell Shaver dba Streamside Homes Inc., Inc.No. BC1180508

- Development Planner (B.M.) summarized his report to the APC dated August 18, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The lots will require consolidation.
 - Discussion regarding setbacks and comparison of different setback requirements in low versus higher density multi-family residential zones. The Planner advised that side yard setbacks less than 1.5 m are not typically recommended to ensure fire separation and compliance with Building and Fire Codes.

- Adjacent properties were discussed in general terms with regard to future development requirements on those properties.
- It was clarified that all building materials used for the proposed development would be required to meet building and fire code specifications.

Motion:

That the Advisory Planning Commission recommends to City Council that Council support the application (Option 1 in Planner's report).

(Washington / Watts) CARRIED

4. DEVELOPMENT APPLICATION – Zoning Bylaw Amendment)

3151 3rd Avenue

Lot A, District Lot 1, Alberni District, Plan VIP36879 (PID: 000-428-230)

APPLICANT: A. Richards dba Dog Mountain Brewing Ltd. Inc. No. BC1167846

- The Development Planner (B.M.) summarized his report dated August 18, 2022.
- APC discussed the proposed amendment with respect to the following:
 - The APC were supportive of the business.
 - Discussion regarding conditions that APC or Council may wish to include in the motions. It was noted that APC may include conditions when they propose a motion. The Planner will present recommendations to Council for conditions with respect to this application if required.

Motions:

1. *That the Advisory Planning Commission recommends to City Council that Council support the application.*

(McRae / Noye) CARRIED

5. OCP – Vision and Guiding Principles – Manager of Planning

- The APC was advised that the consultant would be present at the September APC meeting. The meeting will likely require extra time allowance. The Manager of Planning will send an email to all APC members advising that the September APC meeting would be scheduled for two hours (12:00 – 2:00 pm) instead of one hour.

6. Status Update: None at this time.

7. OTHER BUSINESS: None at this time.

8. ADJOURNMENT: The meeting adjourned at 1:00 pm. The next meeting is scheduled for 12:00 pm on **September 15, 2022.**

(Washington / Francoeur) CARRIED



Ed Francoeur (Chair)

MINUTES OF THE ADVISORY TRAFFIC COMMITTEE MEETING
Wednesday July 20, 2022 @ 10:00 AM
City Hall Committee Room

PRESENT: Chair, Rob Dickinson, Director of Engineering & Public Works (via zoom)
Peggy Gibbs, ICBC (via zoom)
RCMP, Manager of Community Policing, Dave Cusson
Councillor Ron Paulson
Larry Ransom - Trustee, SD 70
Eric Bruvall, City of Port Alberni Engineering Technician

REGRETS: Deputy Fire Chief, Wes Patterson
RCMP, Sgt. Peter Dionne
ICBC, Caroline Robinson
Diversified Transportation, Kathy Deschamps
SD#70 Director of Operations, Gary Roe
Ministry of Transportation & Infrastructure, Jessica Learn

DELEGATIONS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

1. **May 6, 2022 email request from Allyson Lowery regarding improved safety pedestrian crossing at Craig Rd. and Tebo Ave.**
We do not currently have traffic volume data as per ICBC, therefore data collection is to be set up by the City to monitor traffic volume and speed. No claims were reported between the period of 2016 – 2020 but Tebo Ave. could warrant additional safety measures as per ICBC. Community Policing commented that speeding does exist on Tebo Ave. and supports enhancing safety measures. The City will follow up to ensure there is crosswalk signage on both the east and west side of Tebo Ave.
2. **May 18, 2022 email request from Tasha Gallagher regarding install of a crosswalk at Lathom Rd. and Helen St.**
ICBC reviewed 2016-2020 claims and reported one claim, however it was not pedestrian related. As there is no crosswalk, ICBC indicated a first step would be to install a crosswalk and recommends it installing it on the west side. Community Policing supports a crosswalk and advised of complaints of speeding down Lathom Rd. Trees in the proximity would hinder a speed tracker/monitoring system.
3. **June 2, 2022 email request from Bob Matlock regarding improved safety pedestrian crossing at 8th Ave. and Argyle St.**
ICBC reviewed 2016-2020 claims and reported two claims, however they were not pedestrian related. ICBC can justify a higher level of control at every intersection on Argyle St., however a manual count of pedestrian traffic would be needed at this intersection. Westbound visibility on Argyle St. from 10th Avenue to 9th and 8th Avenue

**Action
By**

crosswalks are poor. Overgrown trees are impacting visibility of the crosswalk signage. Engineering advised that there is potential for curb extensions to narrow the road. Rob will follow up with McElhanney to discuss this intersection.

Committee members also discussed the crosswalk at Johnston Rd. and Southgate St. The overhead sign does not have a button on the light pole or flashing lights. Rob will follow up with the Ministry of Highways as well as to ensure there is a crosswalk sign on both the east and west side of Johnston Rd.

Councillor Paulson requested an update regarding the yellow line painting on City streets.

PROPOSED SCHEDULE OF NEXT MEETING DATE FOR 2022:

October 19, 2022

Meeting was adjourned at 10:30 a.m.

DISTRIBUTION

Council

Tim Pley – CAO

Twyla Slonski – Director of Corporate Services

Rob Dickinson – Director of Engineering & Public Works

John Stephen - Streets Superintendent

Scott Smith – Director of Development Services/Deputy CAO

Chris Baker - Manager of Community Safety

Willa Thorpe, Director of Parks, Recreation and Heritage

Sgt. Peter Dionne – RCMP, email agenda to Peter.DIONNE@rcmp-grc.gc.ca

Wes Patterson, Deputy Fire Chief - Fire Department

Larry Ransom - Trustee, SD 70, email agenda to mlransom@shaw.ca

Caroline Robinson - Road Safety Coordinator, ICBC, email agenda to caroline.robinson@icbc.com

Peggy Gibbs, ICBC, email agenda to margaret.gibbs@icbc.com

Jessica Learn, Ministry of Transportation & Infrastructure, email agenda to jessica.learn@gov.bc.ca

Kathy Deschamps - Diversified Transportation Ltd., email agenda to kathyd@patransit.pwt.ca

David Wiwchar, The Peak, email agenda to dwiwchar@islandradio.bc.ca

COUNCILLOR ACTIVITY REPORT
PREPARED BY RON PAULSON
September 21, 2022

1. Monday, July 5/22 - Committee of the Whole Meeting for OCP review to this point.
2. Tuesday, July 19/22 - Attended the Alberni Clayoquot Continuing Care Society Directors meeting to review the year-end audited financials in preparation for the AGM.
3. Wednesday, July 20/22 - Attended the Advisory Traffic Committee Meeting held at City Hall.

- a. Reviewed a request for an improved/safer crossing at Craig and Tebo (by Klitsa School).
- b. Reviewed a request for a crosswalk at Latham and Helen. I was determined that the first step is to paint in a crosswalk and also to speed monitor the area.
- c. Reviewed a request regarding improved/safer pedestrian crossing at 8th and Argyle.

Discussion around possibility of curb extensions for pedestrians (more visible).

4. Tuesday, July 26/22 - Attended the Alberni Clayoquot Continuing Care Society Annual General Meeting.
5. Monday, August 8/22 - Attended a Public Hearing re: 4738 Athol Street.
6. Friday, September 9/22 - Attended the Canadian Mental Health Association Suicide Awareness Lantern Walk
7. September 13-16/22 - Attended the Union of British Columbia Municipalities Conference at Whistler, B.C. (Report to follow)
8. Sunday, September 18/22 - Attended the Celebration of Life for Freeman of the City and former City Manager Jim Sawyer.