



**To: Port Alberni Advisory Planning Commission**

Ed Francoeur (Chair)	Ken Watts (Tseshah/č išaaʔath First Nation)
Ken McRae (Vice-Chair)	Chris Washington - (SD #70)
Amy Anaka	
Jolleen Dick (Hupačasath Nation)	Sgt. Peter Dionne, (R.C.M.P. Liaison)
Stefanie Weber	Andre Guerin (P.A.F.D. Liaison)
Callan Noye	Councillor Deb Haggard (Council Liaison)
Joe McQuaid	Amy Needham (Parks Operations Liaison)

**From:** Marianne Wade, Manager of Planning

**Copy:** Larry Ransom - (Alternate - School District #70)  
Harley Wylie (Alternate - Tseshah/č išaaʔath First Nation)  
TBD (Alternate - Hupačasath Nation)  
Councilor Helen Poon - (Alternate - Council Liaison)  
Corporate Services  
Development Services: Scott Smith, Brian McLoughlin, Cara Foden

**Date:** September 8, 2022

**Re:** Advisory Planning Commission Meeting - **Thursday, September 15, 2022 at 12:00 pm**

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A meeting of the Advisory Planning Commission has been scheduled for **Thursday, September 15, 2022 at 12:00 pm** in the **Council Chambers at City Hall** (4850 Argyle St.). Masking is encouraged though not required. If you have questions please contact Marianne Wade (Tel: 250-720-2811 / email: [Marianne\\_wade@portalberni.ca](mailto:Marianne_wade@portalberni.ca)) or Cara Foden (Tel: 250.720.2850 / email: [cara\\_foden@portalberni.ca](mailto:cara_foden@portalberni.ca)).

**APC AGENDA**

- 1. Acknowledgements and Introductions-** This APC meeting is being held within the un-ceded traditional territories of the Hupačasath and the Tseshah/č išaaʔath First Nations.
- 2. Minutes** of the August 18, 2022 meeting of the Advisory Planning Commission.
- 3. Official Community Plan project – Vision and Touchstones** – Consultant, Kelly Learned
- 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
- 5. DEVELOPMENT APPLICATIONS – 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

**6. DEVELOPMENT APPLICATIONS – Zoning Bylaw amendments**

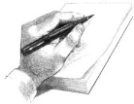
a) **2244 Mallory Drive** - *Lot 7, District Lot 1, Alberni District, Plan VIP23398 PID: 000-819-972*

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

**7. Other business**

**8. Adjournment** - The next regular APC meeting is scheduled for **October 20, 2022**.



**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 3<sup>rd</sup> 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**

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Ed Francoeur (Chair)



# CITY OF PORT ALBERNI

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## PLANNING DEPARTMENT REPORT TO THE ADVISORY PLANNING COMMISSION

TO: Advisory Planning Commission

FROM: Marianne Wade, Manager of Planning

DATE: September 8, 2022

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**SUBJECT: Temporary Use Permit – Low Barrier Shelter**  
**3665, 3675, 3689 4th Avenue, Port Alberni**  
*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(s): Port Alberni Friendship Centre**

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### 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 4<sup>th</sup> 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, Nuuchahnulth 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 transitional 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.

At the September 6, 2022 Council meeting, Council received a Staff report outlining the TUP application and necessary agreements for Council’s consideration. Council passed resolutions to direct Staff to give notice for the TUP and disposition of the land for a two-year lease. As part of the notice and consideration of the TUP, the TUP has been brought to APC for comments.



Table 1 – Surrounding Neighbourhood Land Use	
North	General Commercial, multifamily, light industrial
South	Residential, General Commercial
East	General Commercial, Multi-family Residential, Residential
West	General Commercial

## PROPOSED DEVELOPMENT

### Zoning and Land Use

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.

Council can make a policy decision to waive the requirement for a Development Permit which they considered at the September 6, 2022 Council meeting and passed a resolution to do so. As such no Development Permit is required for the TUP.

There is a Letter of Intent (LOI) between the Port Alberni Friendship Centre, City and BC Housing outlining each partners role in capital and operating funds. The City has drafted a lease for a two-year period with the Port Alberni Friendship Centre and BC Housing has drafted a operating agreement for operational funds with the Port Alberni Friendship Centre. These documents are attached to the draft TUP attached to this report

### Staff Notes:

- Proposed TUP is within a commercial land use designation in the OCP in *Schedule A - Land Use Map* in the OCP. This meets Council policy in section 3.0 Temporary Use Permits
- The TUP is for two years and the applicant can reapply for another period. This aligns with the Council policy in section 3.0 for up to six years.
- The proposed use maintains a reasonable level of compatibility with the surrounding development. This aligns with the Council Policy in Section 3.0.
- Staff do not anticipate any significant impact on the surrounding neighbourhood.
- Staff will work with the applicant and BC Housing to ensure that BC Building Code requirements are met for occupancy.
- The draft TUP will outline any necessary requirements for regulating the development of the lands for the proposed use and will be provided for Council’s consideration.
- A public notice will be sent to all owners and occupants of properties within 75 m of the property. A notice will also be placed in the two issues of the local newspaper. The public will have the

opportunity to write into the City with any comments which will be incorporated into the staff report.

- There have been ongoing meetings with Fire Chief, Building, Engineering, Planning, the applicant, the applicant's development team, and BC Housing to finalize the proposed site plan and construction specifications of the Tiny Shelters".
- This is an issuance of a permit and not a bylaw.

#### Infrastructure and Servicing

The site is serviced by municipal services, if upgrades are required the applicant will be responsible for the cost of all improvements.

#### **REFERRALS**

Referrals are being undertaken at this time and any comments will be incorporated where required in the TUP.

#### **OPTIONS**

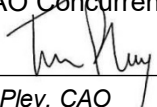
1. Recommend to Council the TUP for a Low Barrier Shelter be supported.
2. Recommend to Council the TUP be supported with conditions (specify).
3. Recommend to Council the TUP not be supported.

#### **Attachments**

- *Council report September 6, 2022*
- *Draft TUP and attachments from Sept 6, 2022.*



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

Prepared by: <i>M. WADE</i> <hr/> MARIANNE WADE MANAGER OF PLANNING	Supervisor: <i>S. SMITH</i> <hr/> SCOTT SMITH DIRECTOR OF DEVELOPMENT SERVICES/DEPUTY CAO	CAO Concurrence:  <hr/> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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	
<b>Location</b>	The site is located mid-block between Bute Street and Burde Street on the east side of 4th Avenue. The lands are vacant.
<b>Current Zoning</b>	C3 Service Commercial
<b>Proposed Temporary Use</b>	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
<b>Total Area</b>	3 lots
<b>Official Community Plan (OCP)</b>	<ul style="list-style-type: none"> <li>Schedule A - Land Use Map: General Commercial</li> <li>Schedule B - Development Permit Areas Map: DPA No. 2 - Commercial</li> </ul>
<b>Relevant Guidelines</b>	<ul style="list-style-type: none"> <li>Section C – 3.0 Temporary Use Permits</li> </ul>

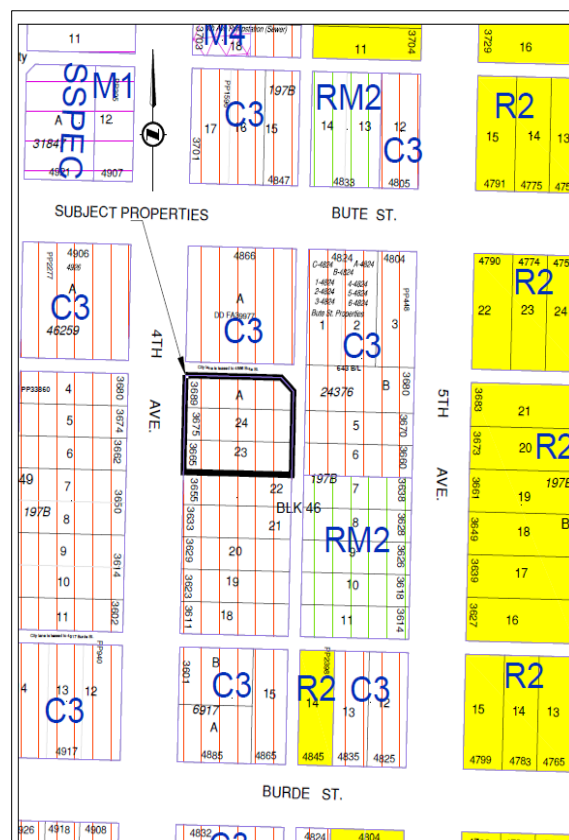


Table 2 – Neighbourhood Surrounding Land Use	
North	General Commercial, multifamily, light Industrial
South	General Commercial, residential
East	General Commercial, Multi-family residential, Residential
West	General Commercial

#### 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.

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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 4<sup>th</sup> 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*

## TEMPORARY USE PERMIT

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**Permit No: TUP-2022-01**

**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.—.

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**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 Society) 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 neighbor agreement or alternative will be in place approved by the City of Port Alberni.
  - g. All “tiny Shelters”, office, sanitary stations, and other structures must be compliant life safety recommendations made by third party professionals, the City and other government agencies to operate and occupy the development for temporary low barrier shelter as described above.

September 1, 2022

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.

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**Authorized by**

\_\_\_\_\_  
**Twyla Slonski, Corporate Officer**

\_\_\_\_\_  
**Shari Minions, Mayor**

I HEREBY CERTIFY that I have read the terms and conditions of the Temporary Use Permit contained herein. I understand and agree that the City of Port Alberni has made no representations, covenants, warranties, guarantees, promises, or agreements (verbal or otherwise) with The Port Alberni Friendship Centre, other than those contained in this Permit.

\_\_\_\_\_  
**Owner/Agent (signature)**

\_\_\_\_\_  
**Witness (signature)**

\_\_\_\_\_  
**Print Name**

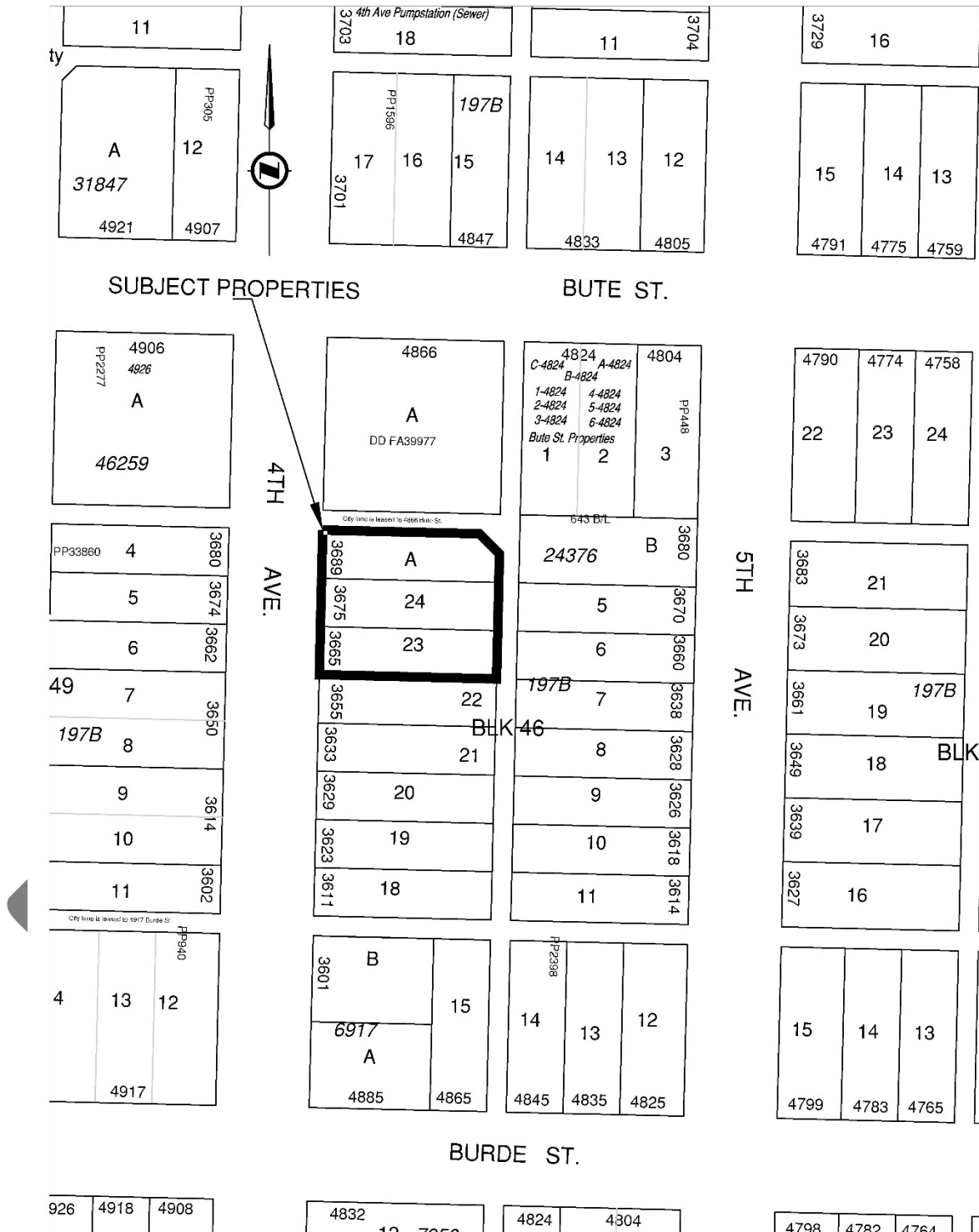
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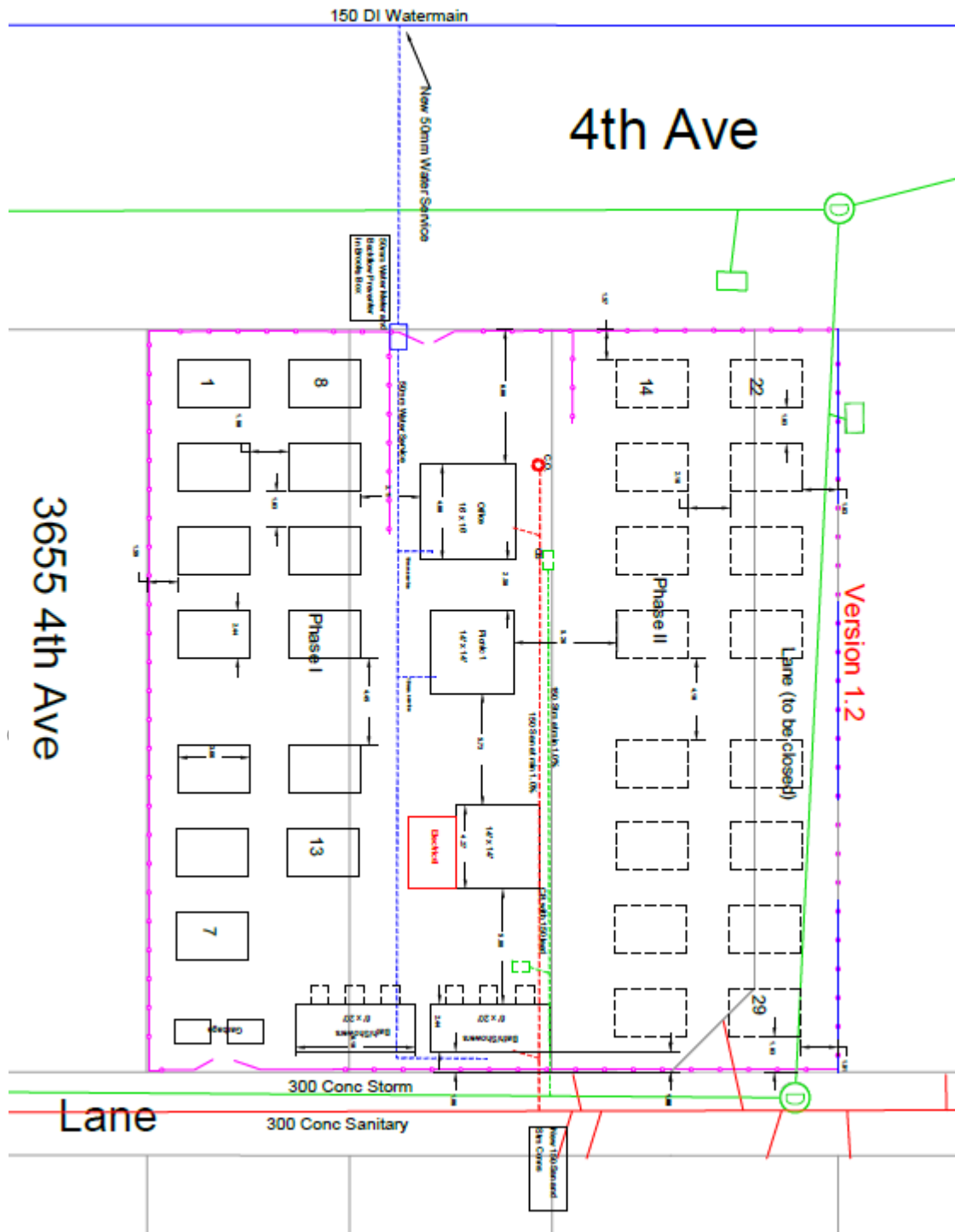
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



Schedule A – The Lands





**Schedule C –  
Temporary Use Permit  
Application)**

DRAFT



## Tiny Home Sleeping Village

**Project:** Temporary Tiny Home Village  
**Address:** 3600 Block on 4<sup>th</sup> Avenue  
**Property Description:**

**Lead Organization:** Port Alberni Friendship Center  
**Contact:** Cyndi Stevens, Executive Director  
**Address:** 3555 4<sup>th</sup> Avenue, Port Alberni, BC V9Y 4H3  
**Phone:** (250) 723-8281  
**Email:** [cstevens@pafriendshipcenter.com](mailto:cstevens@pafriendshipcenter.com)

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**Community Advisory:** NTC, Hupacasath First Nation, Tseshaht First Nation

**Partner Organizations:** Makola Housing  
Salvation Army, Kuus Crisis Line, Bread of Life

**Project Description:** Temporary use of the land – up to 24 months  
24-hour Shelter with support services for up to 40 individuals  
20 to 30 Temporary Modular Housing Pods 8 x 12  
3 meals/day  
Fully Fenced with large gate/small gate at back & front  
7 days a week Outreach Support Staff (2 staff per shift 8am to 4pm & 4pm to 12pm)  
2 Overnight Security (12pm to 8am – Sun to Mon)  
2 Cleaning/Sanitation (  
1 Project Manager  
1 Site Coordinator  
Community Advisory Committee

This project will provide a transitional housing solution to improve Port Alberni's capacity to serve the unsheltered population for up to 24 months. Up to 30 Temporary Tiny Homes/Sleeping Units would be placed on property being leased in kind by the City of Port Alberni.

## **Housing & Supports Services**

The purpose of the project is to provide temporary housing in the form of up to 30 Sleeping Units (tiny houses) with individualized support services for unsheltered people in Port Alberni through which their underlying health and social needs can be addressed. Project activities are part of a comprehensive, multi-faceted, and holistic response to homelessness and related issues across the region. In this way, the project is an essential part of the continuum of services for unsheltered people in Port Alberni and represents an important first step in helping people find permanent housing.

People supported through the project will have access to multiple on-site services including but not limited to food security programs, case planning, health and safety programming and community referrals. Site amenities will include washrooms/shower units donated for use by BC Housing, an outdoor eating/social area and a Staff unit with a washroom.

This project is based on an established model of housing which is located in the City of Duncan on the Cowichan Tribes land that has been successful in getting people housed temporarily in warm, dry and safer conditions. The design of this temporary accommodation site minimizes the need for unsheltered persons to travel through the community to meet their needs, allowing them to shelter in a safer space thereby reducing the risk of COVID-19 transmission.

## **Project Funding and Partnerships**

The aim of this program is to support unsheltered homeless populations and address related community impacts for up to 24 months. The Port Alberni Homelessness Task Force which consists of representatives from Tseshaht First Nations, Hupacasath First Nations, Nuuchahnulth Tribal Council, and City of Port Alberni.

The proposed activities will be overseen by the Port Alberni Friendship Center, in partnership with the City of Port Alberni, Tseshaht First Nations, Hupacasath First Nations, Nuuchahnulth Tribal Council. A range of community partners will be involved in delivering the activities Bread of Life, Salvation Army, Kuu-us Crisis Line, established partnerships that support the current temporary accommodation project.

Other project partners may include a number of local non-profit societies including the local Community Action Team who provide harm reduction and peer-based programs to the residents.

## Security Plan

The Plan is to have the site staffed 24/7 with at least 2 staff each shift. **A minimum of one security guard will be on site.** The staffing complement may change depending on the best solution.

i.e...security from 12pm to 8am may be considered as opposed to resource staff.

Additional measures taken to improve security include:

- Installation of perimeter fencing around the whole of the property
- The installation of lighting in all areas where people will be on site
- **No visitors outside of support, other related services, will be onsite at any time.**
- Use of personal protective equipment including but not limited to personal alarms, cell/portable phones and walkie talkies.
- **Onsite overdose prevention space** & COVID testing

The site plan consists of fenced area containing 20 to 30 sleeping units, two washroom/shower units, a common eating area under canopies, and a central staff unit. The siting of all buildings is done in such a way that staff have good visibility from their central location.

Additional oversight will be provided through outside community service organizations engaging with the people in the sleeping Tiny homes, including Island Health Mental Health and Substance Use Services teams, Peers in Community program, outreach workers, and clean-up teams etc.

## Commitment to the Community

**As an integral part of the neighborhood Lookout is committed to:**

- Cleaning and providing regular maintenance of the grounds.
- Being responsive to community needs and concerns
- Operating a Community Advisory Committee including local business, neighbors, BC Housing, Island Health, City of Port Alberni and local RCMP.
- Working with residents to understand and sign Good Neighbour Agreements where necessary.

The Port Alberni Friendship Center always works with the broad community to constantly improve the capacity for inclusion. This often includes hosting regular or on-demand community meetings.

The following measures are part of the project to ensure its success and to provide a safe and clean neighbourhood for everybody:

## Staffing Plan & Amenities

The sleeping unit sites will be staffed 24 hours a day, 7 days a week to support residents and respond to concerns should they occur. Support services will be provided on site and links will be made to off-site services as appropriate. Services & supports will include the following elements:

- Shared space to promote community
- Daily meals
- Showers & washrooms
- Trauma-informed support and services
- The Port Alberni Friendship Center will actively facilitate opportunities for residents to move on to housing

- The Port Alberni Friendship Center offers peer and low-barrier training, skill-building and employment opportunities for Residents
- Site staffing will include a combination of onsite Resource Workers and security, 24 hours a day, 7 days a week, as well as a Site Coordinator.

## Safety & Security

Port Alberni Friendship Center works to create an environment where residents, staff and the community feel secure and safe. Lookout management initiatives include:

- 24/7 staffing to provide a site that is managed at all times to assure a timely response to any safety or security issue. Staff are connected to a myriad of community resources and are trained to pro-actively respond to community safety concerns and emergencies.

As per the project budget, Lookout will be providing for the anticipated life of the project:

- Resource Workers
- Site security covering
- Clean Team
- Garbage Removal
- Cultural and Anti Stigma training for security, clean team and staff

**8:00am to 4:00pm Mon-Sun 1 Resource Worker & 1 Security**

**4:00pm to 12:00pm Mon-Sun 1 Resource Worker & 1 Security**

**12pm to 8:00am Mon-Sun 1 Resource Worker & 1 Security**

**2pm to 10pm Tue to Sat - Site Coordinator**

## Homeless Count – Port Alberni (2021 Homeless Count Snapshot – Port Alberni)

In the spring of 2020, the Province of British Columbia provided funding to conduct homeless counts in 16 B.C. communities. Due to the COVID-19 pandemic, only eight of the 16 communities were able to conduct their counts before March 17, 2020, when British Columbia's Provincial Health Officer declared a public health emergency under British Columbia's Public Health Act. The remaining eight communities completed their counts in 2021 with additional pandemic precautions.

The Homelessness Services Association of BC, with support from BC Non-Profit Housing Association and Urban Matters, coordinated these counts and prepared this report.

Data from counts in the count communities constitutes a benchmark to measure progress made to reduce homelessness over time.

› Point-in-Time (PiT) homeless counts provide a snapshot of people who are experiencing homelessness in a 24- hour period, their demographic characteristics, service use and other information.

› For the purpose of counts conducted in the provincially funded B.C. communities, an individual was defined as experiencing homelessness if they did not have a place of their own where they paid rent and could expect to stay for at least 30 days. This included people who:

- › Stayed overnight on the night of the count in homeless shelters, including transition houses for women fleeing violence and youth safe houses, people with no fixed address (NFA) staying temporarily in hospitals, jails or detox facilities (defined as “sheltered”); and,
- › Stayed outside in alleys, doorways, parkades, parks and vehicles or were staying temporarily at someone else’s place (couch surfing) and/or using homelessness services (defined as “unsheltered”).
- › During the count, we conduct surveys with people who identify as experiencing homelessness. In areas where surveys are not possible, and to support the PiT count, we collect additional information from shelter operators, hospitals, jails and BC Housing.
- › PiT counts are an undercount and represent only those individuals identified during a 24-hour period. › This is because not everyone experiencing homelessness can be found and not everyone who is found consents to be surveyed.
- › While PiT counts are an accepted methodological tool, the numbers are understood to be the minimum number of people who are experiencing homelessness on a given day in that community.
- › Please note the percentages are based on the number of people who responded to survey questions and not the total number of people identified as experiencing homelessness.

Port Alberni, with a population of, has an unsheltered homeless population exceeding 200 individuals. The most recent Point in Time (PIT) count indicated that there were 129 people who were unhoused on March 11, 2020.



# Port Alberni - 2021 Homeless Count



The 2021 Point in Time homeless count occurred in Port Alberni on the evening of April 6 and the day of April 7 to help provide an overall snapshot of homelessness in the community.

**125**

People were identified as experiencing homelessness compared to 147 in 2018.

Where did individuals stay the night of the count?



## AGE BREAKDOWN



**57%** Experienced homelessness for the first time as a youth

**60%** Had been in foster care, a youth group home, or under a youth agreement

## GENDER



## SEXUAL ORIENTATION

**9%** of respondents identified as 2SLGBTQIA+

## TRANS EXPERIENCE

**2%** of respondents identified as having trans experience

## RACIAL IDENTITY



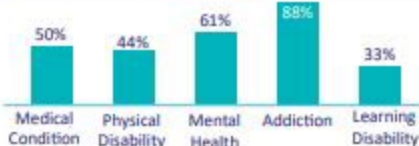
Not listed includes respondents who selected 'Not listed' and may have provided a write-in answer, e.g. nationality, ethnicity or religious group.

## INDIGENOUS IDENTITY

**65%** of respondents identified as Indigenous

Compared to 17% of the general population (2016 Census)

## HEALTH CONCERNS



**35%** Reported an acquired brain injury

**81%** Reported two or more health concerns

## LENGTH OF TIME HOMELESS

**11%** Under 6 months

**73%** 1 year or more

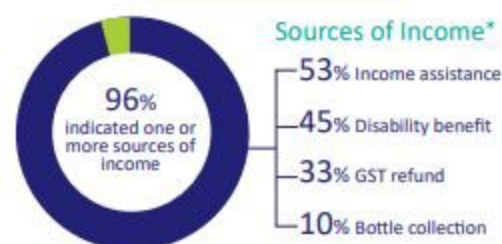
**95%** of respondents had been in the community for at least 1 year

**73%** of respondents had been in the community 10 years or more

## REASONS FOR HOUSING LOSS\*



## INCOME

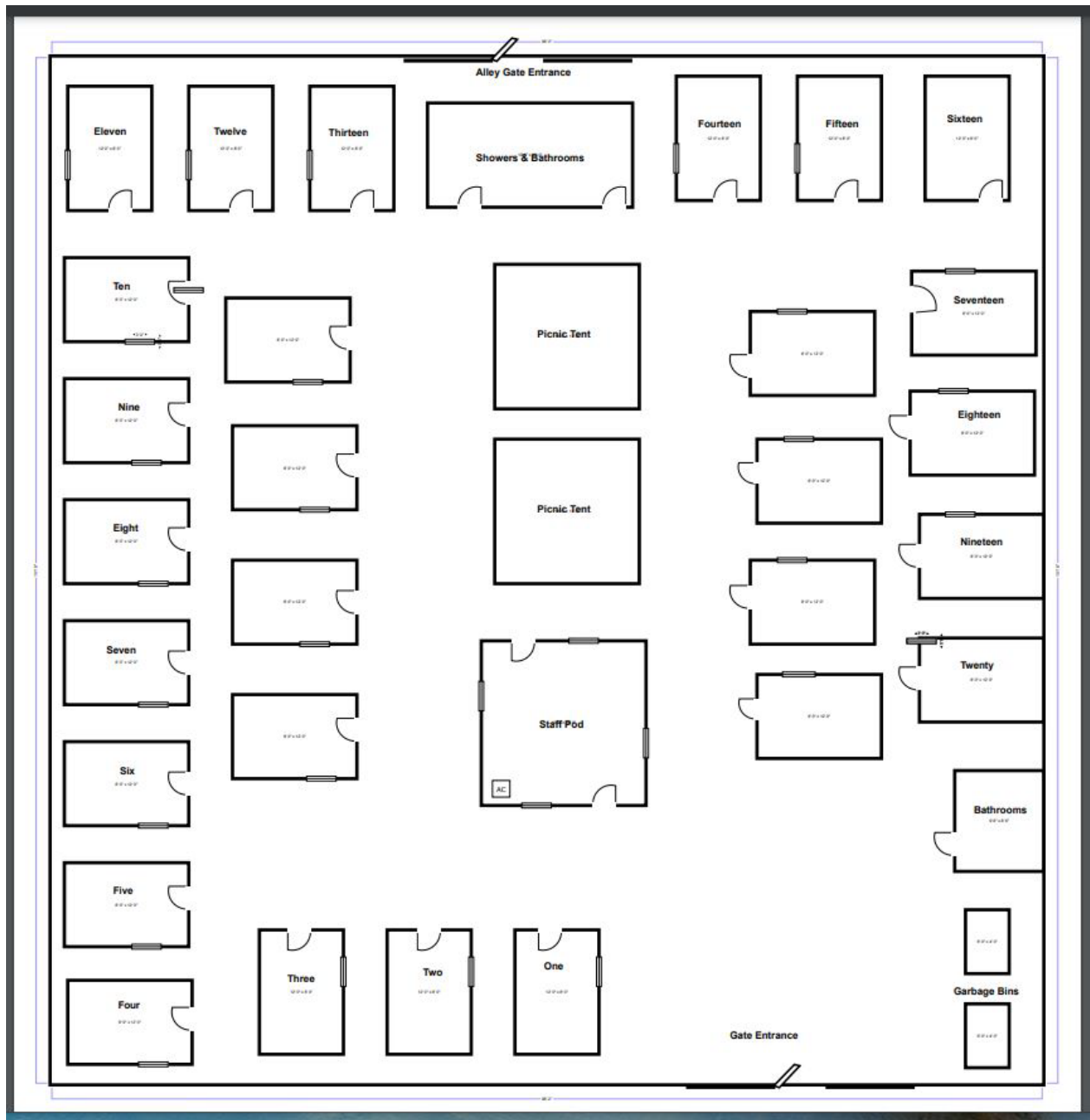


## SERVICES ACCESSED\*

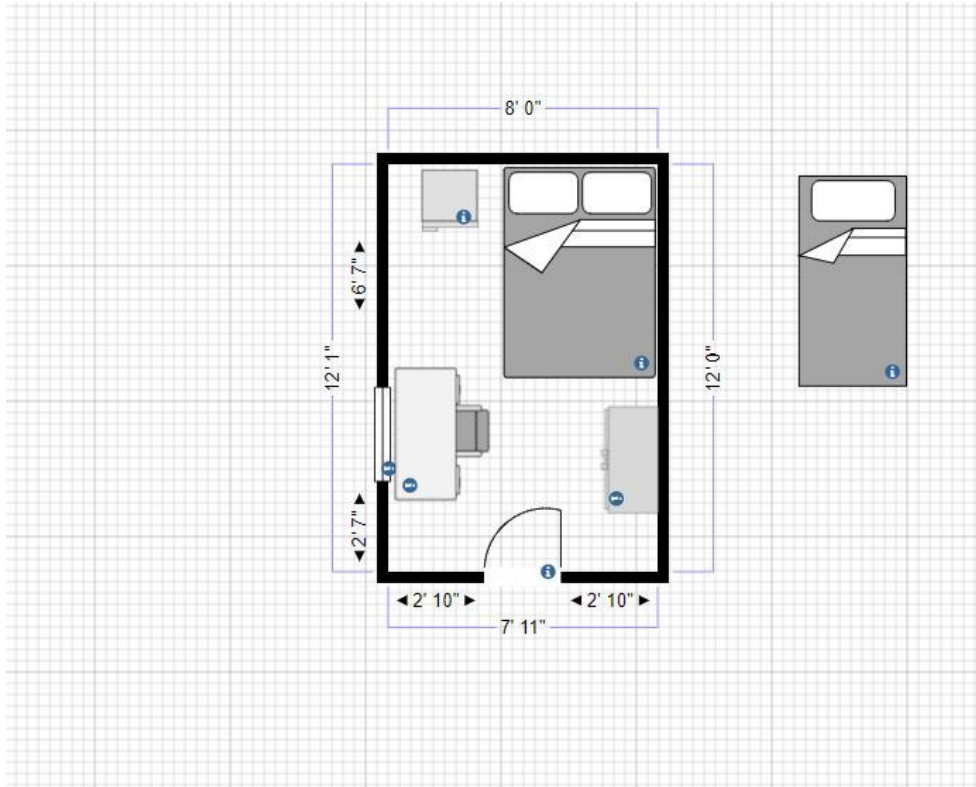


\* Top responses highlighted

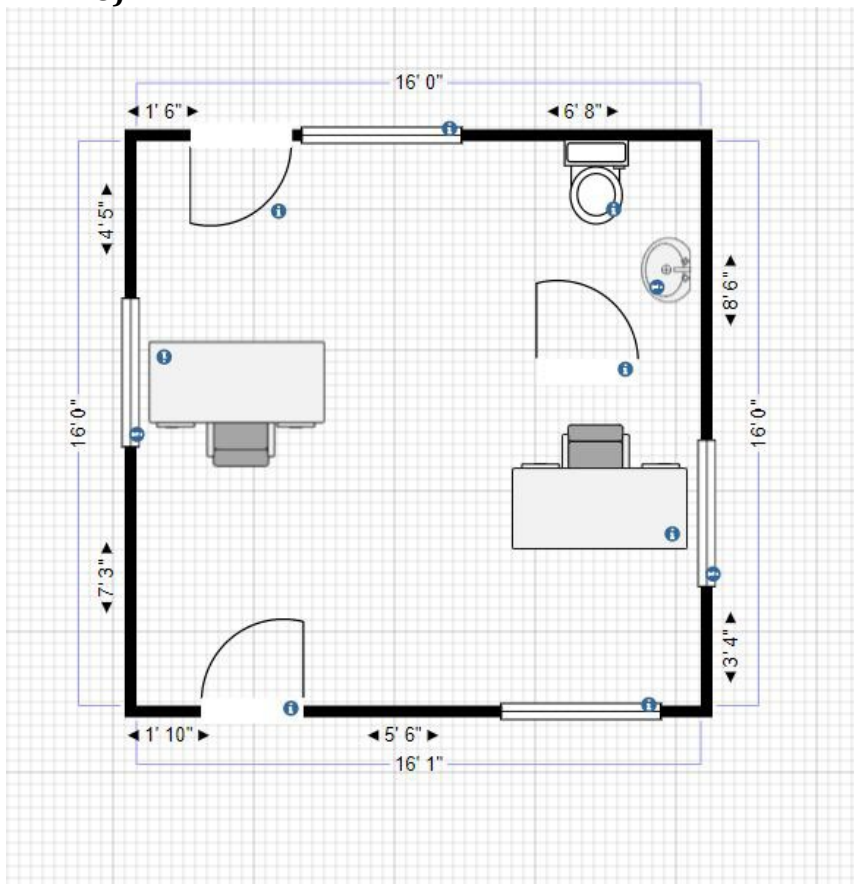
## Schedule A - Site Plan - (exact Measurements of Property Required)



## Schedule B – Sleeping Pod Layout



## Schedule C – Staff Pod (Please note that the size has changed due to structural Costs 12 x 18)





## Schedule D – Property



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# Tiny Home Purchase

**<https://zendenz.ca/>**

## **CUSTOM BUILT OUTDOOR FLEX ROOMS**

We build all our backyard office kits and prefab outdoor flex rooms from scratch. Because of this, we can customize everything to your specific needs and requirements. If you are an artist or a budding artist, we can create a beautiful light space to help feed your creativity. A garden studio can create and escape and an oasis of calm and tranquility outside your normal busy life.

## **EVERYTHING INSIDE AND OUT**

On the outside of your garden studio, we can custom design your new space to blend seamlessly with your garden or yard environment. This will ensure a stunning addition to your outdoor space. The inside of your new outdoor studio will be just like the inside of our home, with quality finishing that you would expect from professionals. Your new flex room will also be insulated so, come rain or shine, you will be able to enjoy the tranquility of a space that you helped design to your specific standards.

**See Attachments**



**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 4<sup>th</sup> 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 4<sup>th</sup> Avenue**, Port Alberni, British Columbia



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## AGREEMENT SUMMARY

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### 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**

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**SCHEDULE A – GENERAL PROVISIONS**


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**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 4<sup>th</sup> 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**

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**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.



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**SCHEDULE E – AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION**

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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.

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**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 \_\_\_\_\_

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**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: \_\_\_\_\_

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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.

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**SCHEDULE F – INSURANCE**

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**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 18<sup>th</sup> day of August, 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 4<sup>th</sup> 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 at its own expense:
  - a. provide and install both offsite and on-site utility connections for water, sanitary, storm, and electrical to the Lands, including sanitary, sewer and water to the office building to be located on the Lands;
  - b. provide and install chain link perimeter fencing for the Lands;
  - c. prepare the Lands with gravel and be ready for the Development; and
  - d. City will provide \$10,000 for the purpose of purchasing 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 City responsible for sanitary and water connection to the Sanitary Stations.
  - 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 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;
  - c. Execution of the Operating Agreement by the Society and the Commission in form and substance satisfactory to the City in its absolute discretion; and
  - d. Approval of all agreements and transactions contemplated herein by the City's municipal council and compliance by the City with all of statutory and legal obligations.

These conditions precedent are for the sole benefit of the City and the City 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.

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. 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 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 4<sup>th</sup> Avenue Port Alberni BC

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

(and as shown on following page)

DRAFT



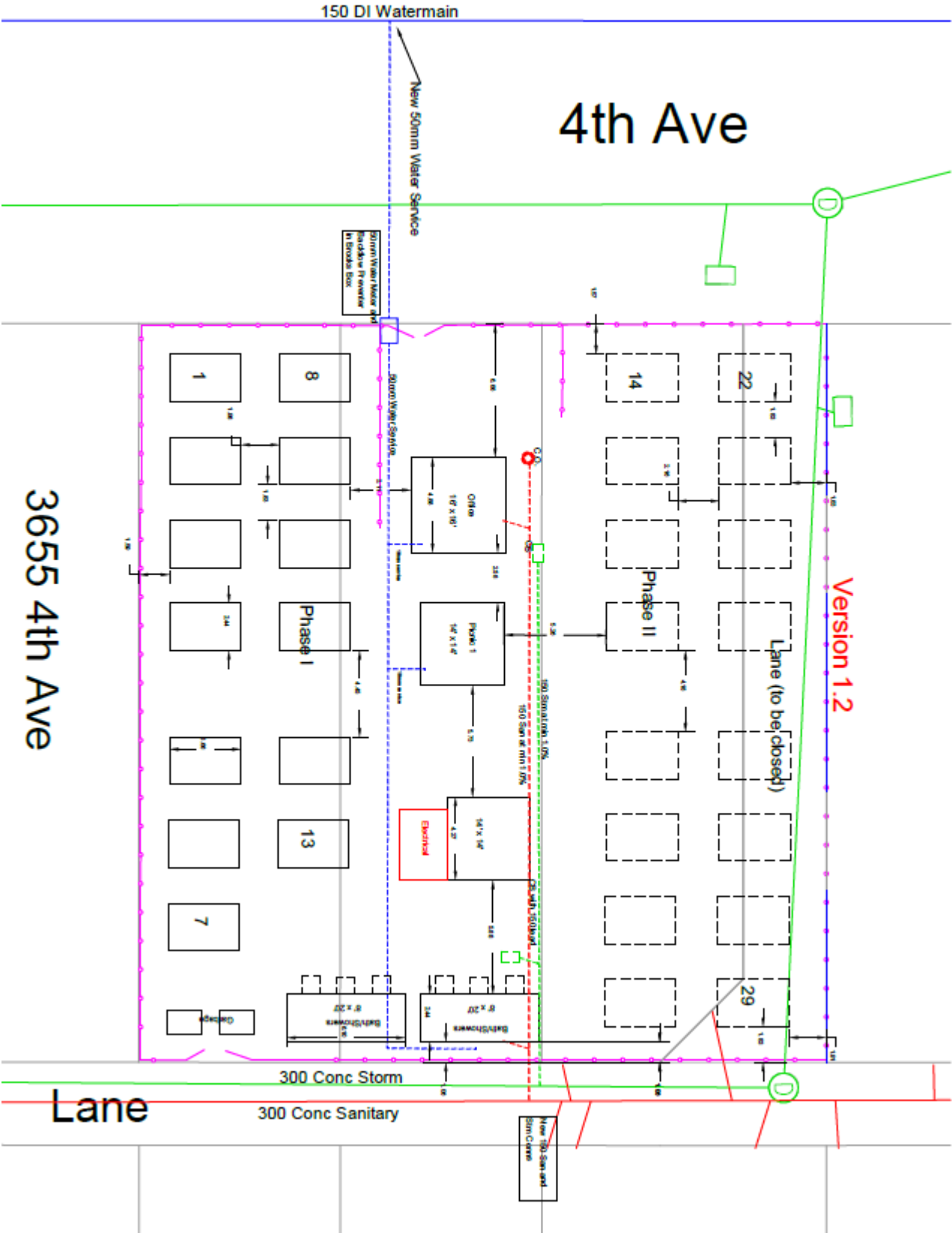
**SCHEDULE B**

**THE DEVELOPMENT**

(Draft version 1.2 site plan Aug 9, 2022)

(and as shown on following page)

DRAFT



SCHEDULE C

TEMPORARY USE PERMIT

(Draft Aug 15, 2022)

DRAFT

**SCHEDULE D**

**THE LEASE**

(Draft Aug 15, 2022)

DRAFT



**SCHEDULE E**  
**OPERATING AGREEMENT**

(Draft Aug 15, 2022)

DRAFT



# CITY OF PORT ALBERNI

## PLANNING DEPARTMENT REPORT TO THE ADVISORY PLANNING COMMISSION

TO: Advisory Planning Commission  
FROM: Scott Smith, Director of Development Services / Deputy CAO  
DATE: September 8, 2022

**DEVELOPMENT APPLICATION** – Amendment to the City of Port Alberni Zoning Bylaw  
**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

### PURPOSE

The City of Port Alberni has received an application requesting an amendment to the Zoning bylaw for two properties located at 5837 and 5801 Compton Road.

### BACKGROUND

The City of Port Alberni has received an application requesting an amendment to the Zoning bylaw for two properties located at 5837 and 5801 Compton Road as per Table 1 below. The properties are currently designated as a mix of 'Residential' and 'Park and Open Space' in the Official Community Plan bylaw (Figure 1). They are currently zoned as 'RR2 Semi Rural Residential' and 'P2 Parks and Recreation', respectively, in the Zoning bylaw (Figure 2). The proposed bylaw amendments would facilitate a subdivision application (see attached sketch) for the properties.

The property at 5837 Compton Road is occupied by a single family residential dwelling and the property at 5801 Compton Road is currently vacant. The applicant has proposed to take a phased approach to subdividing the properties. The first phase would involve the creation of two (2) lots along Compton Road leaving potential for further subdivision in future.

Table 1: Official Community Plan (OCP) and Zoning Bylaw designations

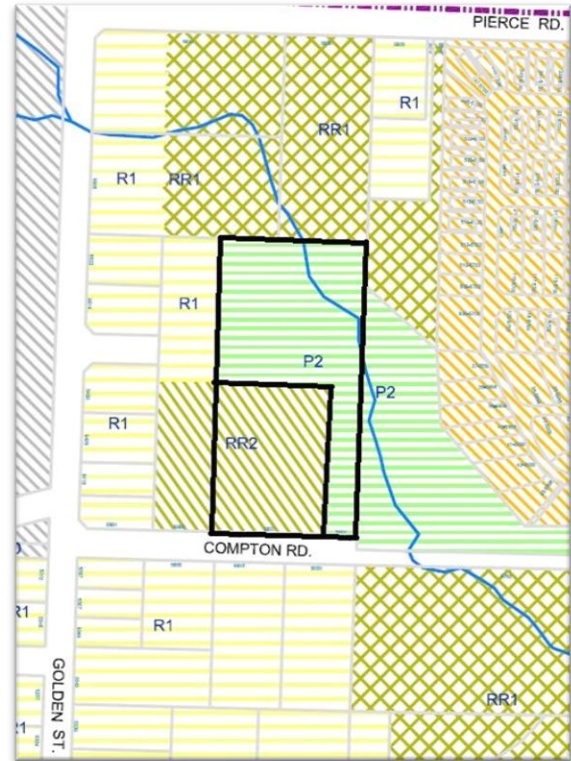
BYLAW	CURRENT	PROPOSED
<i>OCP Schedule A -Future Land Use Map: No Changes proposed.</i>	<b>5837</b> Compton Rd. - 'RESIDENTIAL'	<b>5837</b> Compton Rd. - 'RESIDENTIAL'
	<b>5801</b> Compton Rd. - Mix of 'RESIDENTIAL' and 'PARK AND OPEN SPACE'	<b>5801</b> Compton Rd. - Mix of 'RESIDENTIAL' and 'PARK AND OPEN SPACE'

<i>Zoning Bylaw Schedule A Map:</i>	<b>5837 Compton Rd. - 'RR2 SEMI RURAL RESIDENTIAL'</b>	<b>5837 Compton Rd. – 'R1 SINGLE FAMILY RESIDENTIAL'</b>
	<b>5801 Compton Rd. - 'P2 PARKS AND RECREATION'</b>	<b>5801 Compton Rd. – Mix of 'R1 SINGLE FAMILY RESIDENTIAL' and 'P2 PARKS AND RECREATION'</b>

Figure 1: Current OCP designations



Figure 2: Current Zoning designations



## **ANALYSIS**

The immediate area is primarily single family residential, with a variety of property sizes. Lugin Creek and ravine traverses the northeast corner of the property. A larger mobile/modular home development is located to the east, on the other side of Lugin Creek. This portion of Compton Road is a dead-end road and is not constructed East of the subject property. There are no plans to extend this portion of Compton Road to the East.

The first proposed phase of the subdivision would create two (2) additional parcels, both fronting Compton Road and both exceeding the requirements of the proposed R1 zone. One of parcels will incorporate the existing house and the other parcel would become a new building lot that will require minor infrastructure work. Further subdivision of the lands would require additional infrastructure and would be determined with the engineering department and utility companies. Infrastructure requirements will be confirmed by the Approving Officer and Engineering department during the subdivision process. The applicant will be responsible for the cost of all improvements.

The proposed rezoning aligns with the Residential designation in the Official Community Plan. The Lugin Creek portion of the property will remain under the P2 Parks and Recreation zone, which is consistent with the OCP.

Although these properties are subject to the City's Floodplain Bylaw the portion of the properties that would be rezoned, and potentially subdivided, are at an elevation that exceeds the requirements of the bylaw and recently completed Flood Mapping levels.

The Ministry of Transportation and Infrastructure will be required to approve the bylaw amendment, as the subject property is located within 800m of the provincial highway. The Ministry has commented that they have no objection to the application.

### **OPTIONS**

The Development Services Department supports Option #1.

1. Recommend to Council that the application be supported.
2. Recommend to Council that the application not be supported.

### **SUMMARY**

In considering the application to rezone the subject properties, City Council should consider if and how the proposed changes in use align with the Official Community Plan objectives. City Council should also consider whether the proposed amendments are appropriate for the site and the local neighbourhood.

The proposed change in zoning to the R1 Single Family Residential is supported by the OCP and consistent with adjacent land uses. Staff supports proceeding with the proposed amendment.

### **ATTACHMENTS/REFERENCE MATERIALS**

- a) Subject Property Map/Aerial view – 5801 and 5837 Compton Road
- b) Proposed Development Site Plan
- c) Current Infrastructure

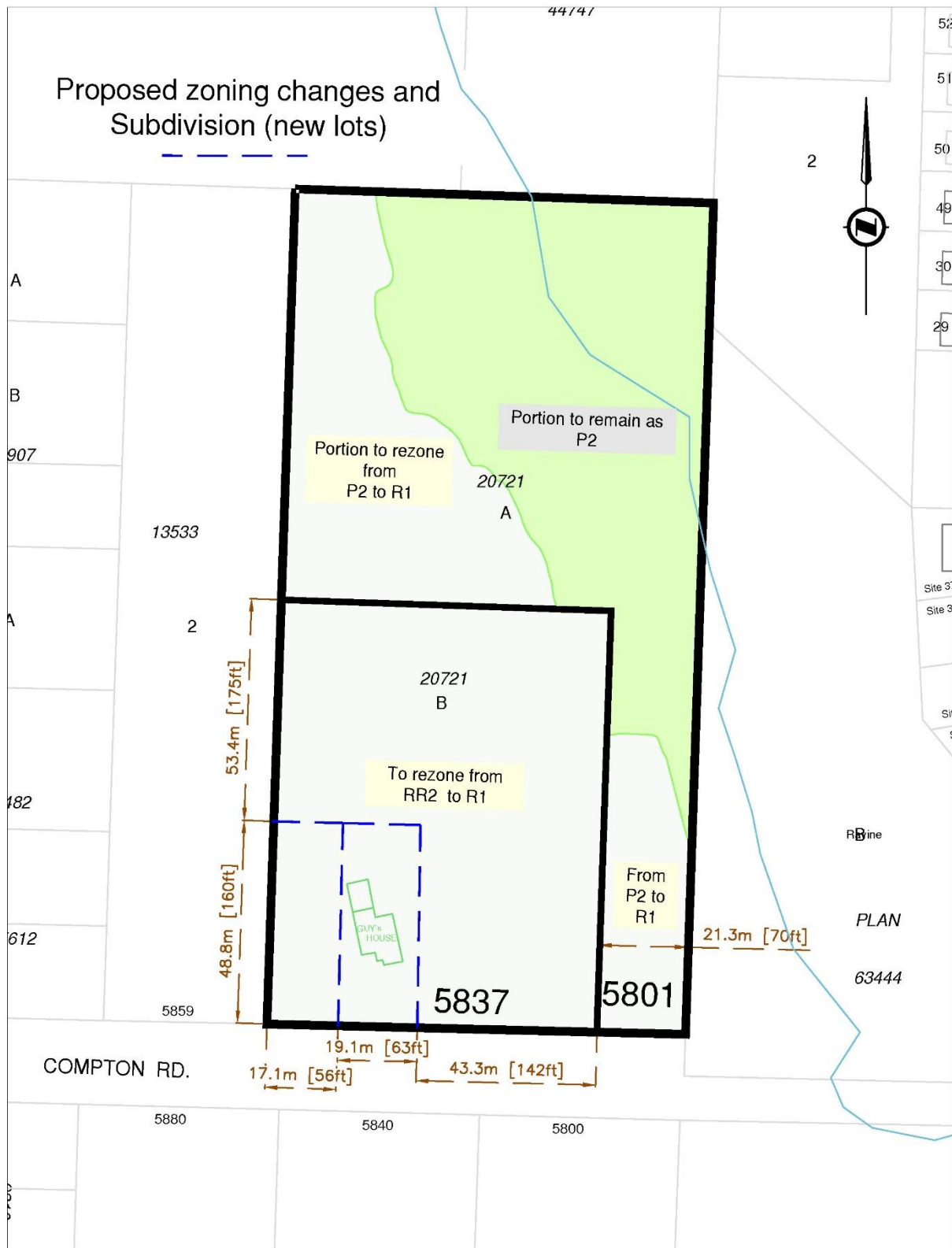


**SUBJECT PROPERTY – 5801, 5837 COMPTON ROAD**

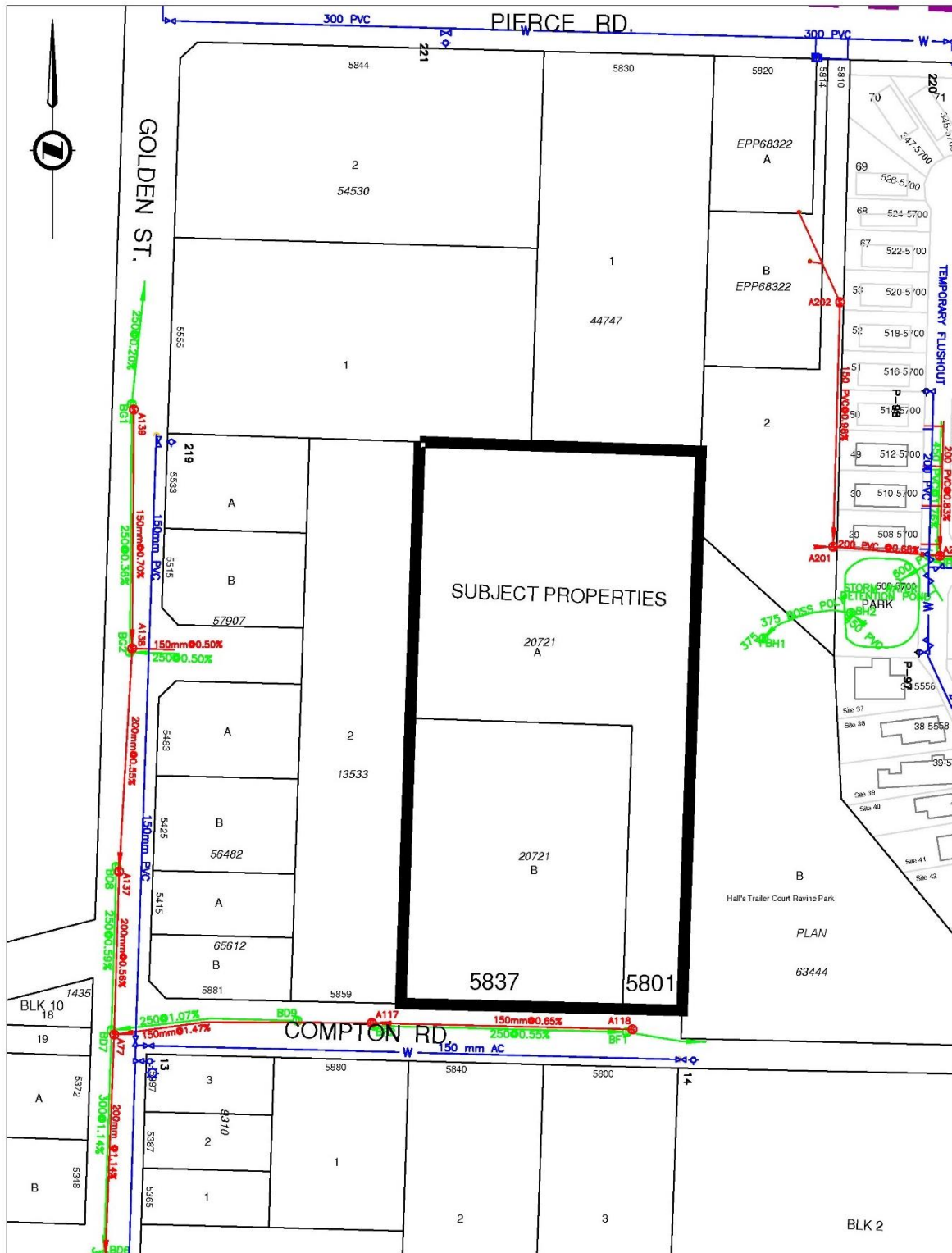




**PROPOSED SUBDIVISION AND ZONING CHANGES – 5801, 5837 COMPTON ROAD**



# CURRENT INFRASTRUCTURE – 5801, 5837 COMPTON ROAD







# CITY OF PORT ALBERNI

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## PLANNING DEPARTMENT REPORT TO THE ADVISORY PLANNING COMMISSION

TO: Advisory Planning Commission

FROM: Marianne Wade, Manager of Planning

DATE: June 6, 2022

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**SUBJECT: DEVELOPMENT APPLICATION – Proposed Zoning Bylaw Amendment**  
**2244 Mallory Drive, Port Alberni**  
*Lot 7 District Lot 1 Alberni District Plan 23398 (PID: 000-819-972)*

**Applicant(s):** Don Saywell Developments Ltd.

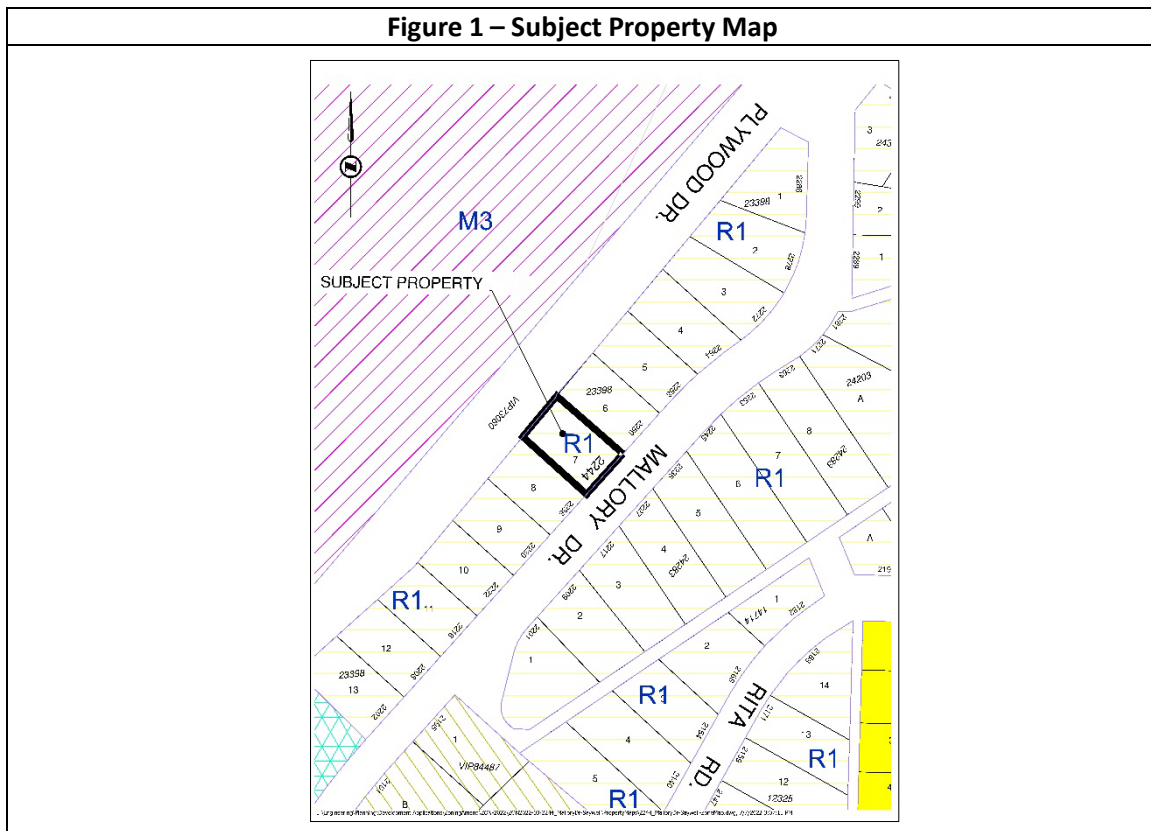
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### PURPOSE

The City has received an application to rezone the properties at 2244 Mallory Drive from R1 to R2. This would enable the construction of a duplex on this lot. The application requires a map amendment to *Zoning Bylaw No. 4832*. The property at 2244 Mallory Drive is currently vacant.

### SUBJECT PROPERTY AND SITE CONTEXT

<b>Location</b>	Northeast corner lot of the intersection of Leslie Avenue and Ballson Road approximately 375m north of Johnston Road.
<b>Current Zoning</b>	R1 Single Family Residential
<b>Proposed Zoning</b>	R3 Small Lot Single Family Residential
<b>Total Area</b>	1153 m <sup>2</sup> (0.28 acres)
<b>Official Community Plan (OCP)</b>	<ul style="list-style-type: none"><li>• <i>Schedule A - Land Use Map: Residential (RES)</i></li><li>• <i>Schedule B Development Permit Areas Map: N/A</i></li></ul>
<b>Relevant Guidelines</b>	<ul style="list-style-type: none"><li>• <i>Section D Plan Policies – 4.0 Residential</i></li><li>• <i>Section D Plan Policies – 4.2 Residential (RES)</i></li></ul>



Zoning of the surrounding neighbourhood is predominantly R1 with Industrial located across Plywood Drive.

**Table 1 – Surrounding Neighbourhood Land Use**

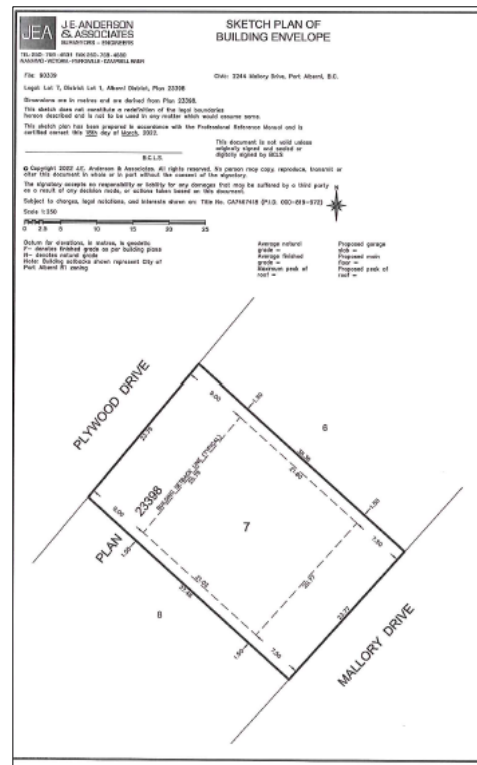
North	M3
South	R1 Single Family Residential
East	R1 Single Family Residential
West	R1 Single Family Residential

## PROPOSED DEVELOPMENT

### Zoning and Land Use

The applicant is proposing to rezone the property from R1 Single Family Residential to R2 One and Two Family Residential. The proposed building envelope meets the requirements of the R2 zone. The site coverage is limited to 40% which would permit the development of a duplex.

Figure 2–Building Envelope Site Plan



## Staff Notes:

- Proposed rezoning aligns with Residential (RES) designation on *Schedule A - Land Use Map* in the OCP.
- Staff do not anticipate any significant impact on the surrounding neighbourhood.
- Development Permit will not be required as duplex developments are not included on *Schedule B Development Permit Areas Map* in the OCP.
- Local Government Act* section 464(2) allows Council to waive the Public Hearing for amendments that are consistent with the OCP.

Infrastructure and Servicing

Infrastructure upgrades may be required to service the development. This may include utility upgrades and improvements to the road and sidewalk areas. This will be confirmed at the time of building permit issuance by the Engineering Department. The applicant will be responsible for the cost of all improvements.

## REFERRALS

Agency/department	Comments
CPA Engineering Department	* Under review. Requirements to be addressed at Building Permit. *

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CPA Parks and Recreation Department	<i>Interests unaffected.</i>
Fire Department	<i>None</i>
RCMP	<i>None.</i>
Fortis	<i>None</i>
Min. Transportations and Infrastructure	<i>MOTI interests are unaffected, no objections</i>

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**OPTIONS**

1. Recommend to Council the application be supported.
2. Recommend to Council the application be supported with conditions (specify).
3. Recommend to Council the application not be supported.

**ATTACHMENTS**

- Current Zoning Bylaw Classification
- Proposed Zoning Bylaw Classification



# CITY OF PORT ALBERNI

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## PLANNING DEPARTMENT REPORT TO THE ADVISORY PLANNING COMMISSION

TO: Advisory Planning Commission

FROM: Marianne Wade, Manager of Planning

DATE: June 6, 2022

---

**SUBJECT: DEVELOPMENT APPLICATION – Proposed Zoning Bylaw Amendment**  
**2272 Mallory Drive, Port Alberni**  
*Lot 3 District Lot 1 Alberni District Plan 23398 (PID: 002-881-195)*

**Applicant(s):** Don Saywell Developments Ltd.

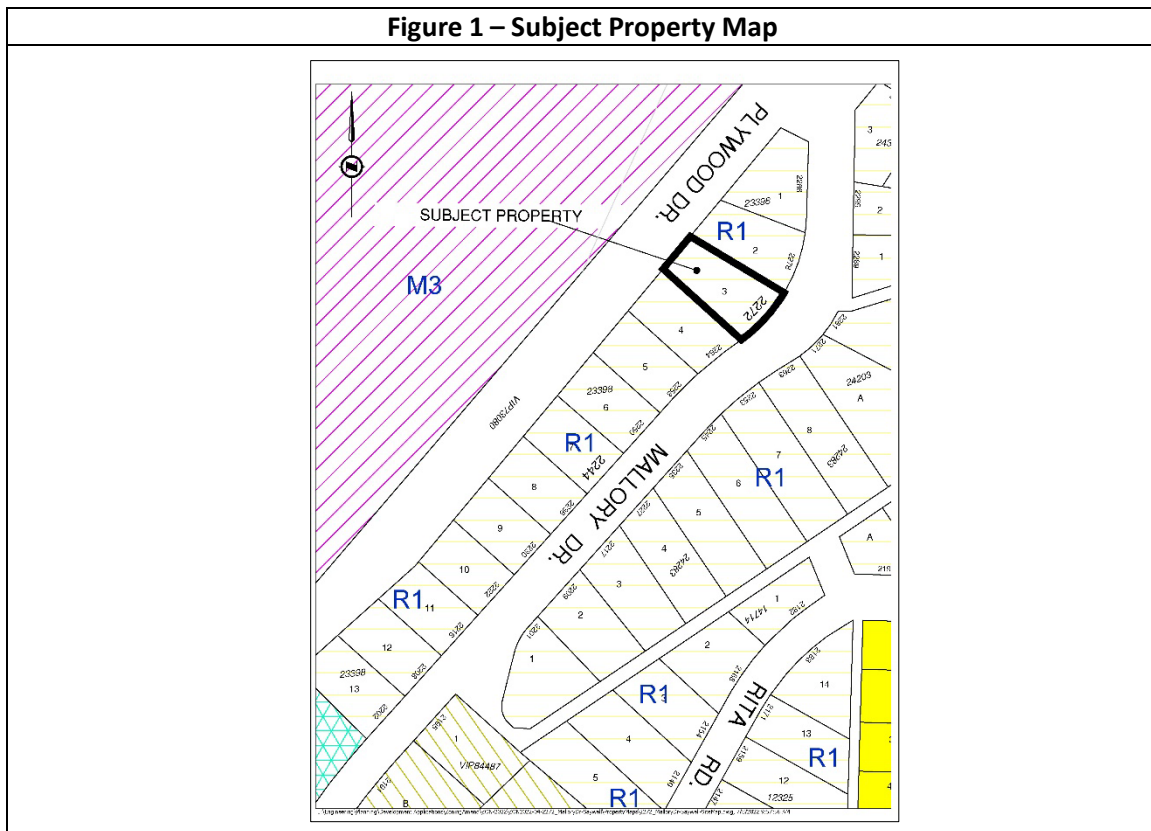
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### PURPOSE

The City has received an application to rezone the properties at 2272 Mallory Drive from R1 to R2. This would enable the construction of a duplex on this lot. The application requires a map amendment to *Zoning Bylaw No. 4832*. The property at 2272 Mallory Drive is currently vacant.

### SUBJECT PROPERTY AND SITE CONTEXT

<b>Location</b>	Northeast corner lot of the intersection of Leslie Avenue and Ballson Road approximately 375m north of Johnston Road.
<b>Current Zoning</b>	R1 Single Family Residential
<b>Proposed Zoning</b>	R3 Small Lot Single Family Residential
<b>Total Area</b>	1153 m <sup>2</sup> (0.28 acres)
<b>Official Community Plan (OCP)</b>	<ul style="list-style-type: none"><li>• <i>Schedule A - Land Use Map: Residential (RES)</i></li><li>• <i>Schedule B Development Permit Areas Map: N/A</i></li></ul>
<b>Relevant Guidelines</b>	<ul style="list-style-type: none"><li>• <i>Section D Plan Policies – 4.0 Residential</i></li><li>• <i>Section D Plan Policies – 4.2 Residential (RES)</i></li></ul>



Zoning of the surrounding neighbourhood is predominantly R1 with Industrial located across Plywood Drive.

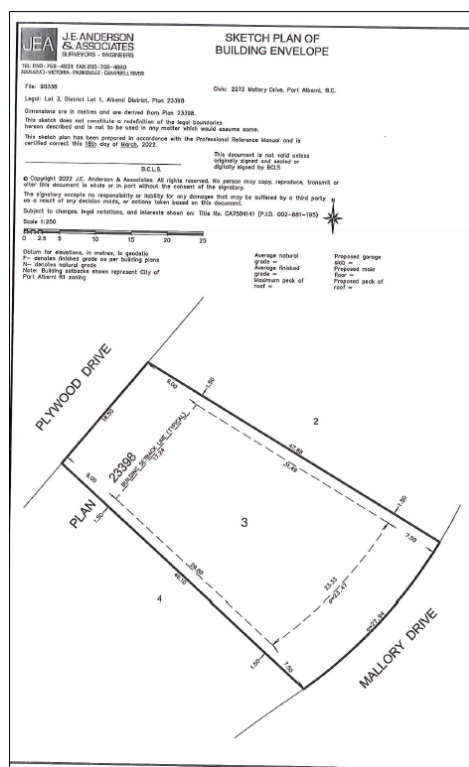
Table 1 – Surrounding Neighbourhood Land Use	
North	M3
South	R1 Single Family Residential
East	R1 Single Family Residential
West	R1 Single Family Residential

## PROPOSED DEVELOPMENT

### Zoning and Land Use

The applicant is proposing to rezone the property from R1 Single Family Residential to R2 One and Two Family Residential. The proposed building envelope meets the requirements of the R2 zone. The site coverage is limited to 40% which would permit the development of a duplex.

### Figure 2—Building Envelope Site Plan



Staff Notes:

- Proposed rezoning aligns with Residential (RES) designation on *Schedule A - Land Use Map* in the OCP.
- Staff do not anticipate any significant impact on the surrounding neighbourhood.
- Development Permit will not be required as duplex developments are not included on *Schedule B Development Permit Areas Map* in the OCP.
- *Local Government Act* section 464(2) allows Council to waive the Public Hearing for amendments that are consistent with the OCP.

### *Infrastructure and Servicing*

Infrastructure upgrades may be required to service the development. This may include utility upgrades and improvements to the road and sidewalk areas. This will be confirmed at the time of building permit issuance by the Engineering Department. The applicant will be responsible for the cost of all improvements.

## REFERRALS

Agency/department	Comments
CPA Engineering Department	* Under review. Requirements to be addressed at Building Permit. *

---

CPA Parks and Recreation Department	<i>Interests unaffected.</i>
Fire Department	<i>None</i>
RCMP	<i>None.</i>
Fortis	<i>None</i>
Min. Transportations and Infrastructure	<i>MOTI interests are unaffected, no objections</i>

---

**OPTIONS**

1. Recommend to Council the application be supported.
2. Recommend to Council the application be supported with conditions (specify).
3. Recommend to Council the application not be supported.

**ATTACHMENTS**

- Current Zoning Bylaw Classification
- Proposed Zoning Bylaw Classification