



THE CORPORATION OF THE CITY OF COURTENAY
COUNCIL AGENDA

Meeting #: R13/2023
Date: July 12, 2023
Time: 4:00 p.m.
Location: CVRD Civic Room, 770 Harmston Ave, Courtenay

We respectfully acknowledge that the land we gather on is Unceded territory of the K'ómoks First Nation, the traditional keepers of this land.

Pages

1. **CALL TO ORDER**
2. **INTRODUCTION OF LATE ITEMS**
3. **ADOPTION OF MINUTES**
 - 3.1 Regular Council Minutes - June 28, 2023 5
4. **TEMPORARY USE PERMIT**

4.1 Temporary Use Permit No. 2301 – 1885 Cliffe Avenue (BC Housing)
 The consideration of this Temporary Use Permit will be conducted in a hybrid electronic/in-person format and live-streamed on the City of Courtenay YouTube channel. The public may participate:

- By submitting written comments to planning@courtenay.ca
- By submitting written comments to Development Services, 830 Cliffe Avenue, Courtenay BC, V9N 2J7
- Via Zoom webinar - see courtenay.ca/councilmeetings for details
- Via Zoom phone conferencing - Toll Free 1-855-703-8985, Passcode 876 8377 8062#
- In person at the CVRD Civic Room at 770 Harmston Avenue, Courtenay
- By watching the live webcast on the City of Courtenay YouTube channel

Submission details:

- All written submissions must be received by 1:00 pm July 12, 2023.
- Anyone who believes they are affected by this proposed permit will have a reasonable opportunity to be heard.
- All submissions must contain the writer or speaker's name and address. This information will be published as part of the public record.
- The Council meeting will return to the regular format following consideration of the Temporary Use Permit.

5. DELEGATIONS

5.1 Island Health - Climate Change, Health & Community Planning: Co-benefits of Climate Adaptation 132

Presentation to update Council on the topics of Climate change, Health & Community Planning: Co-benefits of climate adaptation:

- Dr. Paivi Abernethy, Climate Change & Health Lead, Healthy Communities, Population and Public Health,
- Dr. Charmaine Enns, Medical Health Officer for the North Island, and
- Nancy Clements, Healthy Built Environment/Drinking Water/Land Use Consultant.

5.2 Dawn Collins - Cycling Without Age (Courtenay Chapter) 137
 Presentation by Dawn Collins to update Council on Cycling with Age and request for in-kind support.

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8.7	Mayor Wells	197
9.	COUNCIL RESOLUTIONS	
9.1	2023 Regional Housing Summit Coordination - Councillor Evan Jolicoeur WHEREAS the Comox Valley is experiencing a housing and homelessness crisis; and, WHEREAS the regional municipal and First Nation government leadership have committed to supporting a regional housing summit to bring together housing and homelessness sector partners. THEREFORE BE IT RESOLVED that Council allocate up to \$7,500 from the "Other Council Initiatives" budget for the purposes of contracting an event producer to support the coordination, organization and facilitation of a regional housing summit.	
10.	UNFINISHED BUSINESS	

10.1	Downtown Courtenay Business Improvement Association - Annual Report and Bylaw	198
	Delegates from the DCBIA provided a presentation to Council at the June 28, 2023, Regular Council Meeting and requested that Council update the Downtown Courtenay Business Improvement Area Bylaw No. 2264 to increase the maximum local area service property tax.	

11. BYLAWS

11.1	For First, Second and Third Readings	
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12. ADJOURNMENT



THE CORPORATION OF THE CITY OF COURTENAY
COUNCIL MINUTES

Meeting #: R12/2023
Date: June 28, 2023
Time: 4:00 pm
Location: CVRD Civic Room, 770 Harmston Ave, Courtenay

Council Present: M. McCollum, Acting Mayor
W. Cole-Hamilton
D. Frisch
D. Hillian
E. Jolicoeur, via audio/video conference
W. Morin

Regrets: B. Wells

Staff Present: G. Garbutt, City Manager (CAO)
C. Davidson, Director of Engineering Services
A. Langenmaier, Director of Financial Services
K. Macdonald, Fire Chief
K. O'Connell, Director of Corporate Services
S. Saunders, Director of Recreation, Culture & Community Services
M. Wade, Director of Development Services
A. Guillo, Manager of Communications, via audio/video conference
P. Preston, Manager of Building and Administrative Services
A. Proton, Manager of Legislative Services
C. Dallamore, Legislative Coordinator
M. Grimsrud, Planner 2, via audio/video conference

1. CALL TO ORDER

Acting Mayor McCollum called the meeting to order at 4:00 pm and respectfully acknowledged that the land on which the meeting was conducted is the Unceded territory of the K'ómoks First Nation, the traditional keepers of this land.

2. IN CAMERA RESOLUTION

Moved By Morin

Seconded By Cole-Hamilton

THAT Council close the meeting to the public pursuant to the following subsection of the *Community Charter*:

90 (2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

CARRIED

Acting Mayor McCollum terminated the in camera portion of the meeting at 4:55 pm and called a recess. Acting Mayor McCollum called the open portion of the meeting to order at 5:01 pm.

3. INTRODUCTION OF LATE ITEMS

Without objections, Acting Mayor McCollum added Item 10.5, "Removing the Financial Barrier to Home Support for BC Seniors - A Compassionate and Practical Solution," to the agenda at the request of Councillor Cole-Hamilton.

4. ADOPTION OF MINUTES

4.1 Regular Council Minutes - June 14, 2023

Moved By Frisch

Seconded By Hillian

THAT Council adopt the June 14, 2023, Regular Council minutes.

CARRIED

5. DELEGATIONS

5.1 Downtown Courtenay Business Improvement Association - Annual Report and Bylaw

Delegates from the DCBIA provided a presentation to Council at the June 28, 2023, Regular Council Meeting and requested that Council update the Downtown Courtenay Business Improvement Area Bylaw No. 2264 to increase the maximum local area service property tax.

6. STAFF REPORTS

6.1 Financial Services

6.1.1 Grant-in-Aid Program

Moved By Hillian

Seconded By Frisch

THAT Council enter into an agreement with the Comox Valley Community Foundation for the administration and distribution of the City's annual grant-in-aid program; and,

THAT Council adopt Grant-in-Aid and Other Forms of Financial Support Policy 1850.00.04.

CARRIED

Moved By Frisch

Seconded By Cole-Hamilton

THAT Council amend the grant-in-aid agreement with the Comox Valley Community Foundation to change the term to one year; and,

THAT Council direct staff to return to Council before the one-year term expires for reconsideration of the amount of grant-in-aid funding, and further review of Grant-in-Aid and Other Forms of Financial Support Policy 1850.00.04.

CARRIED

6.1.2 Financial Information Act - 2022 Statement of Financial Information (SOFI)

Moved By Frisch

Seconded By Cole-Hamilton

THAT Council approve the City of Courtenay Statement of Financial Information for the year ended December 31, 2022.

CARRIED

6.2 Corporate Services

6.2.1 City of Courtenay 2022 Annual Report

Moved By Hillian

Seconded By Frisch

THAT Council approve the City of Courtenay 2022 Annual Report.

CARRIED

6.3 Development Services

6.3.1 Complete Communities Grant UBCM

Moved By Frisch

Seconded By Cole-Hamilton

THAT Council support the submission of a grant application to UBCM for the Complete Communities Fund.

CARRIED

6.3.2 Temporary Use Permit No. 2301 – 1885 Cliffe Avenue (BC Housing)

Moved By Hillian

Seconded By Frisch

THAT Council receive the "Temporary Use Permit No. 2301 – 1885 Cliffe Avenue (BC Housing)" report for information.

CARRIED

6.4 Engineering Services

6.4.1 Sandwich Watermain Funding Reallocation

Moved By Hillian

Seconded By Morin

THAT Council direct staff to reallocate \$203,250 from the Water Utility Operating Fund into the Sandwich Watermain Upgrades capital project fund in 2023.

CARRIED

Acting Mayor McCollum called a recess at 7:11 pm. The Council meeting resumed at 7:30 pm.

7. EXTERNAL REPORTS AND CORRESPONDENCE

7.1 2023 UBCM Convention Child Care Resolution

Moved By Hillian

Seconded By Cole-Hamilton

THAT Council endorse the following resolution as submitted by the Regional District of Nanaimo for consideration at the Union of BC Municipalities Convention:

WHEREAS the Ministry of Education and Child Care is responsible for B.C.'s \$10/day child care program, and ChildCareBC's growing system of universal child care has been life-changing for families, with demand far outstripping supply;

AND WHEREAS the current grant-based process to expand universal child care relies on grant applicants to coordinate all aspects of design and implementation, and local and Indigenous governments and nonprofit organizations often lack the resources to successfully manage this process in accordance with UBCM-funded child care needs assessments and action plans;

THEREFORE BE IT RESOLVED that while the Province continues to rely on individual grant applicants to plan and develop child care expansion, that instead, the Province provide multi-year funding to local and Indigenous

governments and nonprofit organizations to support resources to coordinate this process;

AND BE IT FURTHER RESOLVED that UBCM urge the Ministry of Education and Child Care to replace the current grant-based application process with a systematic expansion of universal child care that upholds UNDRIP obligations and supports the involvement of, but does not rely on, local and Indigenous governments and nonprofit organizations to coordinate design and implementation.

CARRIED

7.2 CVRD - Request to consent to Bylaw No. 766 (Comox Valley Emergency Program Extended Service Establishment Bylaw 1991, Amendment No. 4)

Moved By Morin

Seconded By Hillian

THAT the City of Courtenay consent to the adoption of the Comox Valley Regional District Bylaw No. 766 "Comox Valley Emergency Program Extended Service Establishment Bylaw 1991, Amendment No. 4" under section 346 of the *Local Government Act*.

CARRIED

7.3 Comox Valley United Soccer Club - Field House at Vanier Turf

Moved By Hillian

Seconded By Cole-Hamilton

THAT Council provide a grant to the Comox Valley United Soccer Club from the Gaming Funds in the amount of \$14,335.24 in support of the "Field House at Vanier Turf" project.

CARRIED

Opposed: Councillor Jolicoeur and Councillor Morin

8. INTERNAL REPORTS AND CORRESPONDENCE

8.1 Union of BC Municipalities (UBCM) Minister Meetings

Moved By Frisch

Seconded By Morin

THAT based on the June 28, 2023, staff report “Union of BC Municipalities (UBCM) Meeting Requests”, Council direct staff to prepare five meeting requests with corresponding briefs as follows:

Ministry

Budget commitment for the construction of Purpose Built Supportive Housing Units and Shelter in Courtenay
Increased Funding for Mental Health and Substance Use Comox Valley (Complex Care)

MACC’s

McPhee Meadows Park development project - Grant
East Side Fire Hall project - Grant
Anderton Dike Remediation project - Grant

Amendment:

Moved By Jolicoeur

Seconded By Morin

THAT Council amend the motion to remove the words “(Complex Care)”.

CARRIED

Main motion as amended

Moved By Jolicoeur

Seconded By Morin

THAT based on the June 28, 2023, staff report “Union of BC Municipalities (UBCM) Meeting Requests”, Council direct staff to prepare five meeting requests with corresponding briefs as follows:

Ministry

Budget commitment for the construction of Purpose Built Supportive Housing

Units and Shelter in Courtenay
Increased Funding for Mental Health and Substance Use Comox Valley

MACC's

McPhee Meadows Park development project - Grant

East Side Fire Hall project - Grant

Anderdon Dike Remediation project - Grant

CARRIED

9. COUNCIL REPORTS

9.1 Councillor Cole-Hamilton

Councillor Cole-Hamilton reviewed his attendance at the following event:

- June 21 - National Day for Indigenous People celebrations.

9.2 Councillor Frisch

Councillor Frisch submitted a report of activities, see agenda.

9.3 Councillor Hillian

Councillor Hillian reviewed his attendance at the following event and submitted a report of activities (see agenda):

- June 28 - Heritage Committee meeting.

9.4 Councillor Jolicoeur

Councillor Jolicoeur announced that the report for Phase 3 of the Comox Valley Substance Use Strategy is in its final stages of drafting and will be released in the coming weeks.

9.5 Councillor McCollum

Councillor McCollum reviewed her attendance at the following events:

- June 15 & 16 - CVRD Board Strategic Planning workshop on addressing our next steps for affordable housing in our community.

- June 21 - National Day for Indigenous People celebrations.
- June 22 - Tour of the Campbell River Waste Management Centre and Regional Organics Composting Facility.

9.6 Councillor Morin

Councillor Morin reviewed her attendance at the following event:

- Community Action Initiative Local Leadership United (LLU) convening session around harm reduction and drug policy, and how it has local impact. The session also addressed the passing of certain bylaws related to decriminalization.

10. COUNCIL RESOLUTIONS

10.1 Development Covenants - Removing the Barriers to the Generation of Renewable Energy - Local Focus - Councillor Frisch

Moved By Frisch

Seconded By Jolicoeur

WHEREAS development covenants that prohibit or restrict roof top solar panels are a barrier to the generation of renewable energy; and,

WHEREAS the City of Courtenay has declared a climate crisis and the Province of BC supports climate action, and,

WHEREAS solar electric generation is an important part of a greenhouse gas reduction strategy;

THEREFORE BE IT RESOLVED THAT Council send a letter to the Honourable George Heyman, Minister of Environment and Climate Change Strategy to request the Province exercise its authority and override development agreement covenants that restrict or prohibit renewable energy systems in all zones.

CARRIED

10.2 Development Covenants - Removing the Barriers to the Generation of Renewable Energy - Provincial - Councillor Frisch

Moved By Frisch

Seconded By Cole-Hamilton

WHEREAS the BC Government is committed to reducing greenhouse gas emissions by 16% below 2007 levels by 2025, 40% by 2030, and 80% by 2050; and,

WHEREAS solar energy is a renewable energy source and reduces carbon emissions;

THEREFORE BE IT RESOLVED THAT Council direct staff to draft a resolution and backgrounder in support of the elimination of development agreement covenants that restrict or prohibit renewable energy systems in all zones for Council's consideration for submission to the 2024 AVICC and UBCM Conventions.

CARRIED

10.3 Municipal Insurance Association Voting Delegates

Moved By Morin

Seconded By Cole-Hamilton

THAT Council appoint the following members as Municipal Insurance Association Voting Delegates:

- Voting Delegate: Mayor Bob Wells
- Alternate #1: Councillor Melanie McCollum
- Alternate #2: Councillor Evan Jolicoeur

CARRIED

10.4 UBCM Resolution - Offsite Wood Construction - Councillor Cole-Hamilton

Moved By Cole-Hamilton

Seconded By Morin

THAT Council submit the following resolution to the Union of BC Municipalities for consideration:

WHEREAS B.C. has yet to develop an effective strategy to address the biggest constraint on new housing supply—our shrinking construction labour force—and offsite wood frame and mass timber construction has potential to deliver improvements of up to 50% labour productivity, 50% construction time and 20% cost savings, net zero and low embodied

carbon construction and secure jobs in forest dependent and Indigenous communities;

WHEREAS the greatest barrier to expanding offsite construction is insufficient market demand from public and private project developers unfamiliar with this novel approach and there are hundreds of strategically located, public land parcels with underutilized land that can be used to cost effectively build affordable housing and grow a predictable pipeline of projects to mobilize investment in manufacturing plant expansion;

THEREFORE BE IT RESOLVED THAT UBCM calls on the Government of B.C. to collaborate with diverse sectors to establish a B.C.-based Offsite Wood Construction Industrial Policy Framework and steadily grow demand and capacity by working with interested public sector organizations to use offsite construction to build, permanently affordable, zero carbon housing on underutilized public land close to jobs and services; and

BE IT FURTHER RESOLVED THAT UBCM works with the BC Government to develop an Affordable Housing Offsite Wood Construction Early Adopter Program with voluntary municipal actions that aggregate demand like pre-approved designs, zoning and permits for different housing types; and voluntary actions for other sectors like developers, builders, school boards, health authorities and forestry companies.

CARRIED

10.5 Removing the Financial Barrier to Home Support for BC Seniors - A Compassionate and Practical Solution - Councillor Cole-Hamilton

Moved By Cole-Hamilton

Seconded By Hillian

WHEREAS the Province's Home Support Program allows seniors to stay in their own homes as long as possible, the preference of most seniors and the option which is far more cost-effective for the health care system at \$14,000 per annum than moving to publicly subsidized long-term care at \$60,000/year; and

WHEREAS 70% of BC seniors are charged a fee of up to 30% of their income for Home Support, which many cannot afford, leading to poor health outcomes, caregiver burnout and premature placement in long-term care, resulting in BC

having twice as many people in long term care who could be supported at home than in provinces that don't charge for home support like Alberta and Ontario.

THEREFORE BE IT RESOLVED THAT UBCM ask the Province of BC to waive the fees associated with the Home Support Program in order to make it accessible to all seniors regardless of income.

CARRIED

11. BYLAWS

11.1 For First and Second Reading

11.1.1 Zoning Amendment Bylaw No. 3063 - 1814 Grieve Ave

Moved By Hillian

Seconded By Frisch

THAT Council give First and Second Readings to "Zoning Amendment Bylaw No. 3063" (1814 Grieve Ave) subject to the following conditions prior to adoption;

- a. 219 Covenant for Community Amenity Contributions; and,
- b. 219 Covenant to ensure a 3m vegetation buffer is installed along the northeast and southeast property lines.
- c. A Preliminary layout Plan be issued.

THAT Council not hold a public hearing as per section 464(2) (b) of the *Local Government Act* as "Zoning Amendment Bylaw No. 3063" (1814 Grieve Ave) is deemed consistent with the City's Official Community Plan; and,

THAT Council direct staff to issue public notice as per section 467 of the *Local Government Act* that a public hearing will not be held for "Zoning Amendment Bylaw No. 3063" (1814 Grieve Ave).

CARRIED

Opposed: Councillor Cole-Hamilton and Councillor Jolicoeur

11.1.2 Zoning Amendment Bylaw No. 3095 – 4655a Madrona Place

Moved By Frisch

Seconded By Morin

THAT Council give First and Second Reading to “Zoning Amendment Bylaw No. 3095” to amend Zoning Bylaw No. 2500, 2007, Part 24 – Industrial Two Zone (I-2), section 8.24.1 Permitted Uses to add day care use in Unit A of Strata Lot 5, District Lot 236, Comox District, Strata Plan VIS5235 (4655a Madrona Place); and,

THAT Council not hold a public hearing as per section 464 (2) (b) of the *Local Government Act* as the proposed zoning is consistent with the Official Community Plan; and,

THAT a public notice be provided in accordance with section 467 of the *Local Government Act*.

CARRIED

11.2 For Third Reading

11.2.1 Council Procedure Amendment Bylaw No. 3102

Moved By Hillian

Seconded By Morin

THAT Council give third reading to "Council Procedure Amendment Bylaw No. 3102, 2023."

CARRIED

11.3 For Adoption

11.3.1 Growing Communities Reserve Fund Establishment Bylaw No. 3086

Moved By Hillian

Seconded By Frisch

THAT Council adopt "Growing Communities Reserve Fund Establishment Bylaw No. 3086, 2023."

CARRIED

11.3.2 Sewer Infrastructure Projects 2023 Loan Authorization Bylaw No. 3093

Moved By Hillian

Seconded By Frisch

THAT Council adopt "Sewer Infrastructure Projects 2023 Loan Authorization Bylaw No. 3093, 2023."

CARRIED

12. ADJOURNMENT

Acting Mayor McCollum terminated the meeting at 9:03 pm.

CERTIFIED CORRECT

Adopted by Council July 12, 2023

Acting Mayor Melanie McCollum

Adriana Proton, Corporate Officer



STAFF REPORT

To: Council

File No: TUP2301/TUP00008

From: Director of Development Services

Date: July 12, 2023

Subject: Temporary Use Permit No. 2301 – 1885 Cliffe Avenue (BC Housing)

PURPOSE:

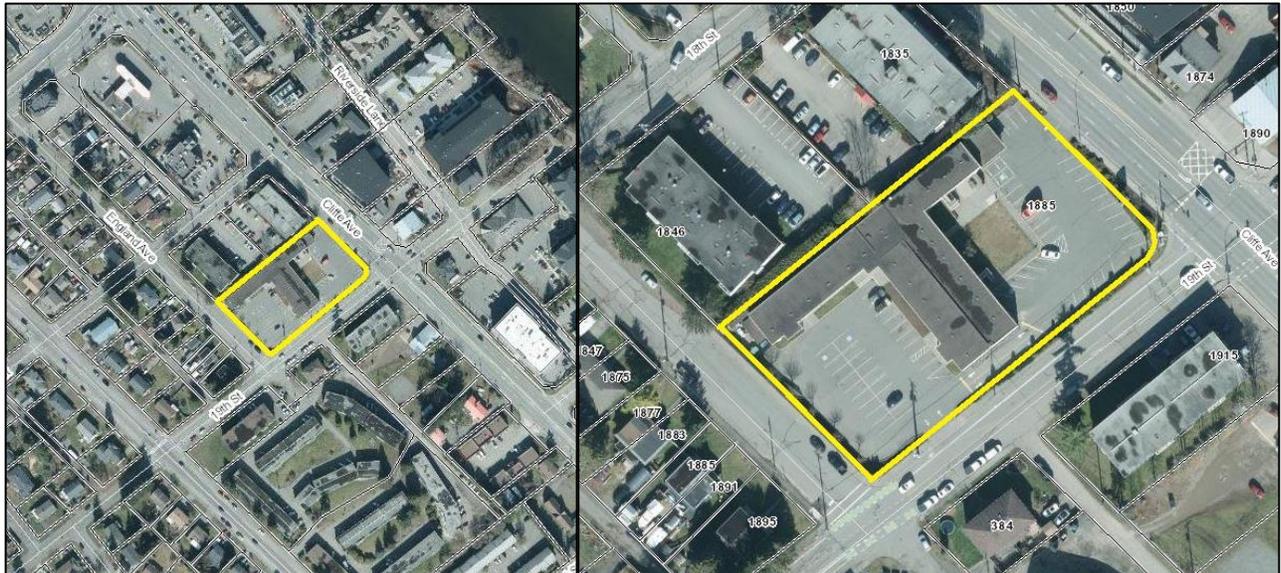
The purpose of this report is for Council to consider approval of Temporary Use Permit No. 2301 for 1885 Cliffe Avenue (Super 8) for a period of three years to allow *Supportive Housing* as a use. BC Housing is the applicant and owner of the lands under the Provincial Rental Housing Corporation (PRHC). BC Housing will enter into an Operator Agreement with Comox Valley Transition Society (CVTS). Issuance of the Temporary Use Permit No.2301 is subject to conditions being met and staff are recommending delegation of the issuance of this permit to the Chief Administration Officer.

Legal Description: Lot B, Section 68, Comox District, Plan 23642, Except part in Plan VIP72700.

BACKGROUND:

The subject property is located at 1885 Cliffe Avenue, is zoned Multiple Use 2 (MU-2) Zone and is currently occupied by the Super 8 Motel. The property is approximately 5152 m² (55,456 ft²) with access from Cliffe Avenue and 19th Street. (Figure 1)

Figure No. 1: Context Map



BC Housing has purchased the property to facilitate the transfer of residents from the Travelodge to the Super 8, due to the lease at the Travelodge expiring on June 30, 2023. The Super 8 hotel will house 67 residents from the Travelodge while a permanent housing solution can be created.

The existing zoning Multiple Use Two Zone (MU-2) does not permit supportive housing but the OCP has designated this property as Urban Corridor which does supportive and transitional housing. In order for Council to consider a TUP the use must be supported in the OCP. A Temporary Use Permit (TUP) is required to permit the supportive housing use on the subject property within the Mu-2 zone. The process is guided by Division 8 Temporary Use Permits of the *Local Government Act* and the Development Applications Procedure Bylaw No. 2790.

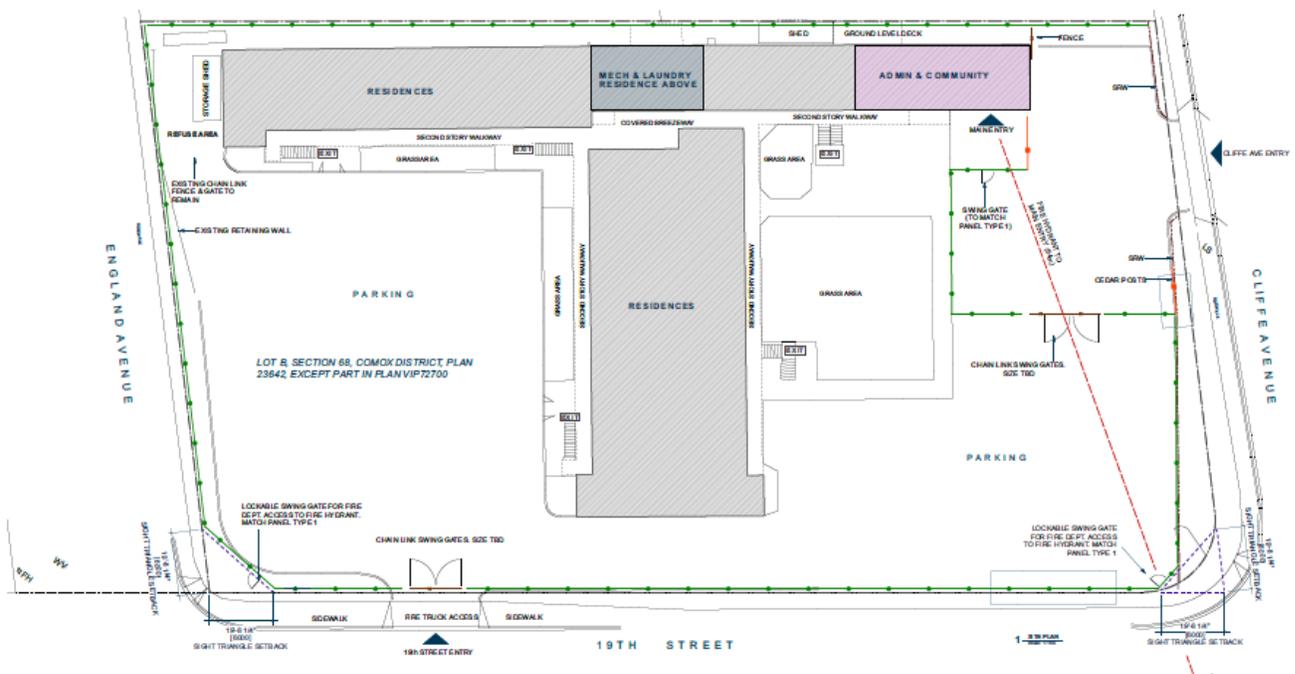
DISCUSSION:

Staff has been working with BC Housing and their consultants to finalize documents that are required to inform the TUP and be attached to the TUP. The status of these documents is outlined below.

Site Plan

The site plan (Figure 2) has a 2 metre fence which complies with the zoning bylaw and addresses sight triangles on the corners of the lot. There are two entryways identified on the plan and the uses are identified.

Figure 2 Site Plan



Operations

CVTS will enter into an Operator Agreement with BC Housing. This operator agreement does not include the requirements for a Community Advisory Committee and a good neighbour agreement, as such these will be requirements prior to issuance of the TUP. A template has been provided to the City, see attachment. The TUP will require that an executed agreement be received prior to issuance of a TUP.

At the June 28, 2023 Council requested a city representative be part of the Community Advisory Committee (CAC), staff has notified BC Housing about this request and requested the Terms of Reference for the CAC to include a city representative as part of the conditions prior to issuance of the TUP.

In addition, staff has requested a copy of the Good Neighbourhood Agreement prior to issuance of the TUP. Staff understand that this may be part of the CAC Terms of Reference and awaiting confirmation from BC Housing.

Fire Protection

BC Housing has proposed a two staged approach to fire plan and protection. The initial phase is to provide fire watch which consists of two staff per 24 hours. Campbell River Fire Safety has inspected the building's smoke alarms and fire extinguishers, any deficiencies have been addressed by BC Housing.

The next phase is to hard wire the smoke alarms and install sprinklers. Plans will need to be submitted to the City's Building Services and timing of the installation is unknown at this time.

A Fire Plan will be required as part of the TUP prior to issuance.

Security

There is onsite staff 24/7 and BC Housing is finalizing security hours as part of the Operator agreement. There will be security cameras installed on the property. In addition, there will be a number provided for residences in the area to contact with any concerns as per the Operator agreement with CVTS.

A security plan is required as part of the TUP prior to issuance but aspects of this plan will need to be confidential for security purposes.

Building Services

As per the BC Building Code, a coordinating professional is required to oversee renovations and to ensure the building meets the building code requirements for life and safety as per the proposed use. A schedule A (coordinating professional) has been received by the City which is a requirement of the TUP. BC Housing has retained a code consultant to perform the code review for the Coordinating professional. City's Building Services is working with the Coordinating Professional to ensure BC Building Code compliance.

The Coordinating Professional is a registered Architect who is preparing the construction drawings required for the supportive housing use. The City requires that the building application be complete and that the appropriate code compliance has been achieved. This will be a requirement prior to issuance of the TUP.

As per Section 502 of the Local Government Act a security deposit for improvement to the lands that need to be removed at the end of the Temporary Use Permit are required. The improvement to the site has been the fence which is specifically designed for the site. Staff are discussing with BC Housing a Letter of Indemnification to cover the costs of the fence removal should it be required. This amount would be placed into the permit where it states TBD.

Infrastructure

Review of site plan indicates there is a City water chamber that requires a SRW to allow the City to access the chamber and maintain it. The City is requesting this SRW plan and document be submitted to the City for registration.

Any requirements for additional services will be identified at time of Building Permit issuance and will be required to be paid by the owner.

POLICY ANALYSIS:

The Official Community Plan LU 1 supports housing affordability and diversity. Urban Corridor policy #1 supports mix of land uses and a diversity of multi-residential housing choices to promote establishment of a complete community. The Urban Corridor permitted uses include supportive and transitional housing.

FINANCIAL IMPLICATIONS:

There is no financial impact at this time.

ADMINISTRATIVE IMPLICATIONS:

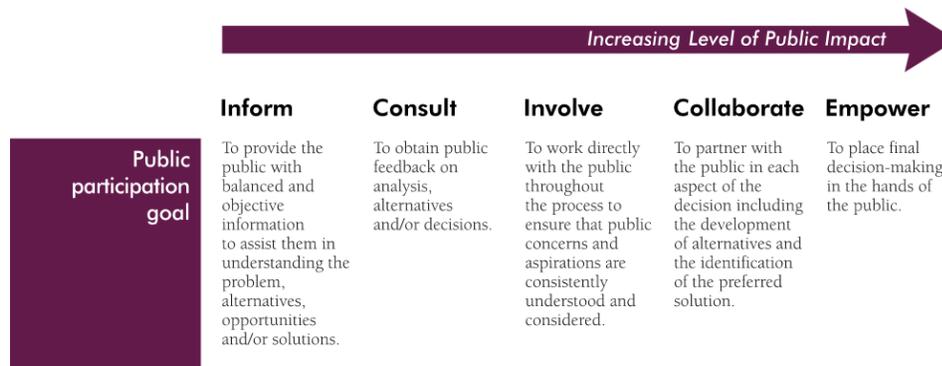
The TUP requires input from various city departments but processing and issuance is part of Development Services responsibilities.

STRATEGIC PRIORITIES REFERENCE:

The 2023-2026 Strategic Priorities are organized and reflect the four cardinal points of Community Well Being, Equity, Reconciliation and Climate Adaptation and this application is consistent with and supports the first three points. The TUP addresses the Affordable Housing strategic priority and provides temporary housing within the overall continuum of housing options.

PUBLIC ENGAGEMENT:

Staff would inform the public based on the IAP2 Spectrum of Public Participation:



© International Association for Public Participation www.iap2.org

Public Information Meeting

At the June 28, 2023 regular Council meeting, BC Housing provided a report dated June 12, 2023 which summarized the June 8, 2023 public information meeting held at Native’s Sons Hall from 6-8 pm. The staff report from the regular meeting of Council on June 28, 2023 is Attachment 2.

Council requested further information regarding questions asked to BC Housing’s Community Relations team and the responses. This report dated July 3, 2023 is Attachment 3.

Notice

As per the *Local Government Act* and the Development Applications Procedure Bylaw, public notice has been given as per section 466 of the *Local Government Act*, that Council will consider the TUP at the July 12 regular council meeting at 4pm at the CVRD Council Chambers.

Two consecutive advertisements have been placed in the Comox Valley Record, June 28 and July 5; and a mailout to 546 owners and /or occupants in a 200 metre radius of the subject property was mailed on June 28, 2023. As of the date of this report staff have received one comment not in support. Staff will update Council at the July 12, 2023 regular Council meeting with any comments received.

In addition, the City will utilize our social media platform to inform the public of the meeting date and where they can provide comments to.

The draft TUP is Attachment 4.

OPTIONS:

1. THAT Council approve Temporary Use Permit No. 2301 and delegate the issuance of Temporary Use Permit No. 2301 to the Chief Administrator Officer once the following conditions have been met;
a) A building permit application has been received that is complete and includes code compliance review to the satisfaction of the Manager of Building Services;

- b) An executed Operator Agreement between BC Housing and Comox Valley Transition Society has been provided to staff;
 - c) A fire plan acceptable to the Fire Chief;
 - d) A security plan is received to the satisfaction of staff;
 - e) A Community Advisory Committee Terms of Reference is received to the satisfaction of staff;
 - f) A Good Neighbour Agreement has been received to the satisfaction of staff;
 - g) A SRW plan and document for the City's water chamber on the property at 1885 Cliffe Avenue has been received to the satisfaction of staff;
 - h) Letter of Indemnity has been received as per Section 502 of the Local Government Act.
2. THAT Council provide alternative direction to staff through a resolution for information Council is seeking on Temporary Use Permit No. 2301.
3. THAT Council not proceed with the Temporary Use Permit No.2301

ATTACHMENTS:

- 1. Attachment 1 Operator Agreement-sample
- 2. Attachment 2 June 28 Staff report
- 3. Attachment 3 Community Engagement report dated July 3, 2023
- 4. Attachment 4 Draft Temporary Use Permit No.2301

Prepared by: Marianne Wade, Director of Development Services
Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



SAMPLE AGREEMENT – SUBJECT TO CHANGE

OPERATOR AND SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is dated for reference <◆Date>

BCH File <◆File#>-02 / <◆Project reference#>

BETWEEN

<◆PROVIDER NAME>

<◆Provider's Address>

(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

<◆Development Address>

AGREEMENT SUMMARY

PART 1 – BACKGROUND

1. The goal of 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 owned by the Provincial Rental Housing Corporation (PRHC) and operated by the Provider under this Agreement.
3. On behalf of PRHC, BC Housing assumes responsibility for the administration of the Development.
4. The Development consists of <◆#> Residential Units for individuals who are experiencing Homelessness or are At Risk of Homelessness, and includes <◆describe amenity space>. 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.
5. 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.
6. The management of property and the delivery of services is 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.
7. This project has received funding from the Permanent Housing Plan (PHP).
8. 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.
9. BC Housing and the Provider agree that the Development is a Crown asset and is to be used for a social purpose that will further the Provincial objectives.
10. **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 Constatting 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. <◆#> of Meal; and
- g. <◆#> 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 is for an initial Term of three (3) years, beginning on <◆date>, and ending on <◆date> unless earlier terminated in accordance with this Agreement.
- b. The parties may mutually agree to renew this Agreement for an additional five (5) years subject to amendments made to this 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 following will be used to measure outcomes at the Development:

Outcome	Indicator	Measure
Residents who are Housed remain Housed at twenty-four (24) months	Number and percentage of Residents who are verified remain Housed at twenty-four (24) months; Reasons for Resident leaving the Development (e.g. found alternate Housing)	80% of Residents are Housed after twenty-four (24) months

- c. The Provider will strive to achieve this measure, however, where Residents do not remain Housed (i.e. if the Housing no longer meets the needs of the Resident), the Provider will notify BC Housing and will work with the Resident to find alternative appropriate Housing.
 - d. 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 – Rent Scale
- Schedule G – 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.

<◆PROVIDER NAME>

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

SAMPLE

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

1. **"2SLGBTQAI+"** means an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities.
2. **"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
3. **"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).
4. **"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.
5. **"Commencement Date"** means the first day of the Term in the *Agreement Summary, Part 3, Clause 1*.
6. **"Constating Documents"** means the constitution and bylaws of the Provider, including any amendments, registered with the appropriate registry.
7. **"Database(s)"** means the computer applications provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
8. **"Declaration of Income and Assets"** means the declaration to be completed by a Resident as evidence of the Income and Assets of that Resident.
9. **"Development"** means the housing development situated at <◆Address>.
10. **"Event of Default"** has the meaning set out in *Schedule A, Part G, Clause 1*.
11. **"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.
12. **"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.
13. **"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.
14. **"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.
15. **"Income"** of a Resident means the total income before income tax from all sources of the Resident in accordance with the Rent Scale.
16. **"Land"** means those lands and premises situated at the Development and legally described as PID <◆PID and legal description>.
17. **"Maintenance Plan"** means the maintenance standards and practices required to preserve the Development.
18. **"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.
19. **"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.
20. **"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.

21. **"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.
 22. **"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.
 23. **"Operating Subsidy"** has the meaning ascribed to it in *Schedule B*.
 24. **"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.
 25. **"Provincial Rental Housing Corporation" (PRHC)** is incorporated under the *Business Corporations Act* (British Columbia). PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds and disposes of properties, and leases residential properties to non-profit societies and co-operatives.
 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. **"Rent Scale"** means the rent scale attached as *Schedule F* as amended by BC Housing from time to time.
 28. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
 29. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
 30. **"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.
 31. **"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.
 32. **"Residential Unit"** means a residential dwelling within the Development.
 33. **"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.
 34. **"Staff"** means personnel who will maintain a presence in the Development to provide safety, security, administrative and other services to Residents.
 35. **"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.
 36. **"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*.
 37. **"Support Services Subsidy"** has the meaning ascribed to it in *Schedule B*.
 38. **"Term"** means the period set out in *Agreement Summary, Part 3, Clause 1*.
 39. **"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, His Majesty the King 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, His Majesty the King 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 calculate Resident Rent Contributions based on the Rent Scale. OR <◆ If flat rent structure> The Provider will set the rent at a flat rate of the maximum Income Assistance shelter rate. .
- 2. **Change in Household Composition.** The Provider will adjust the Resident Rent Contribution to reflect changes in household composition whenever such change occurs.
- 3. **Online Rent Calculation.** The Provider will enter into an online rent calculation agreement with BC Housing, 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. <◆ edit for flat rent structure>

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, except property taxes, grants in lieu, or equivalent. 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.

SCHEDULE C – MONITORING AND REPORTING

A. REPORTING

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

B. OPERATIONAL REVIEW

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

SCHEDULE D – RESIDENT AND STAFF MANAGEMENT

A. RESIDENT SELECTION AND MANAGEMENT

1. **No Landlord and Tenant Relationship.** No landlord and tenant relationship will exist between the Resident and BC Housing. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay the Resident Rent Contribution.
2. **Resident Selection.** All Residents must be experiencing Homelessness or At Risk of Homelessness, with an Income at or less than HILs and must be placed in a Residential Unit appropriate to their household size, as determined by BC Housing from time to time.
3. **Resident Management.** The Provider will make all reasonable efforts to support and maintain the residency, however, the Provider is not expected to maintain the residency in the event of extenuating health and safety risks to the Resident, staff or other Residents (e.g. assaults/threats to Residents or staff and/or medical needs beyond what the Provider can accommodate).
4. **Coordinated Access and Assessment.** The Provider will collaborate with other providers in the community to select Residents using the Coordinated Access and Assessment process, where possible.
5. **Database.** Unless otherwise approved by BC Housing, Providers will use the Database specified by BC Housing to select Residents.
6. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where specific populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
7. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development, and will notify BC Housing of any extended vacancies.
8. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
9. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the governing legislation.
10. **Resident Relations.** The Provider will establish policies and procedures to:
 - a. select Residents in an open, fair, consistent and non-discriminatory way;
 - b. serve Residents promptly and courteously, with clear and informative communication;
 - c. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
 - d. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
11. **Proof of Income.** 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. 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. 2SLGBTQAI+ awareness training;
 - h. Trauma-informed practice training
 - i. Staff self-care training;
 - j. Vulnerability Assessment Tool (VAT) training; and
 - k. BC Housing Database training.

SCHEDULE E – AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION

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

**<◆PROVIDER NAME>
EXCHANGE OF INFORMATION**

Part 1 – To OBTAIN information

I, _____, born on (date) _____

authorize _____ to obtain the minimum information necessary from:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

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

Signature: _____ Witness: _____

Date: Month _____ Day _____ Year _____

Part 2 – To RELEASE information

I, _____, born on (date) _____

authorize _____ to release the minimum information necessary to:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

Signature: _____ Witness: _____

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

Dated at _____ this _____ day of _____, _____

<◆Provider Name> complies with all applicable privacy laws. If you have questions about the way we handle your private information, please ask to speak to the Executive Director.

SCHEDULE F – RENT SCALE

A. RESIDENT INCOME

1. The Resident Rent Contribution will not exceed a set percentage¹, as determined from time to time by BC Housing, of the Resident's Income, and the following will apply:
 - a. gross income is always used and will be based on either:
 - i. a review of the previous year's income tax return, plus a declaration of non-taxable income amounts; or
 - ii. an assessment of current income and assets.
 - b. a minimum Resident Rent Contribution is applied based on applicable household size and age of the Resident; and
 - c. the Resident Rent Contribution of a Resident in receipt of Income Assistance will be fixed at an amount as set out in *Schedule F, Part E*.

B. EXEMPTIONS FROM INCOME

1. The following are exempt from inclusion in Income:
 - a. Excluded Government Payments:
 - i. a payment, refund, or credit from the provincial or federal government, including income tax refund, Canada Child Benefit, or Child Care Subsidy received for dependent children;
 - ii. a child benefit received from the Canada Pension Plan (CPP);
 - iii. a survivor's death benefit received from Canada Pension Plan (one-time payment only);
 - iv. Income from foster parenting;
 - v. payments under the Child in Home of Relative and Extended Family Program;
 - vi. a special allowance for resettlement assistance; and
 - vii. payments received from the Shelter Aid For Elderly Renters (SAFER) program, Rental Assistance Program, or a rent supplement funded by BC Housing.
 - b. Excluded Employment Related Payments:
 - i. earnings of dependent children under the age of nineteen (19);
 - ii. earnings of dependent children aged nineteen (19) to twenty-four (24) who are full-time students;
 - iii. earnings of dependent children of any age who, because of mental or physical infirmity, is considered a dependent for income tax purposes;
 - iv. a one-time lump sum severance/settlement payment;
 - v. a business expense deduction from self-employed earnings (Not exempted: management fees, salaries or wages paid to any household members, business-use-of-home expenses, capital cost allowance and rent (if the business is being operated out of the home) and any other expense of a personal nature); and
 - vi. taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.
 - c. Excluded Income for Veterans and Victims of War:
 - i. a periodic or lump sum war reparation payment; and
 - ii. a benefit from War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada, including special allowances under the Veterans Disability Pension Program.
 - d. Excluded Education or Training Payments:
 - i. student loans, equalization payments, student grants, scholarships, fellowships or bursaries received by a student aged nineteen (19) to twenty-four (24) in attendance at a post-secondary institution in British Columbia; and
 - ii. a payment received for board and lodging of a student attending secondary school off the reserve.

¹ Currently: 30% of income

- e. Other Excluded Payments:
 - i. extraordinary compensation payments, including Indian Residential School, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry;
 - ii. child support paid by the non-custodial parent and government benefits intended for the benefit of children (CPP children's benefits, WorkSafe BC child benefits, Public Guardian and Trustee payment for children, Post-Adoption Assistance, etc.);
 - iii. a one-time donation from a religious, charitable, or benevolent organization;
 - iv. insurance settlements, inheritances, and disability awards in the year they are received (in subsequent years these are considered as assets); and
 - v. income of live-in caregivers where their sole income source is dependent on them living in the unit to provide care for a member of the income tested household.

C. ASSETS

- 1. Assets include:
 - a. cash;
 - b. accounts in financial institutions;
 - c. stocks, bonds and other investments;
 - d. real estate equity;
 - e. equity in a business;
 - f. non-discretionary trust funds; and
 - g. other items of a potential income earning nature.
- 2. Asset Exemptions include:
 - a. Registered Retirement Savings Plans (RRSPs);
 - b. Registered Education Savings Plans (RESPs);
 - c. Registered Disability Savings Plans (RDSPs);
 - d. assets derived from extraordinary compensatory packages from government (including, but not limited to payments related to: Indian Residential Schools, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry);
 - e. BC Housing approved asset development savings accounts (for the period that the individual is participating in the asset development program); and
 - f. Discretionary Trusts or Trust Funds from settlements (ICBC, WorkSafe BC)

D. INCOME FROM ASSETS

- 1. Income from assets is determined by exempting the first \$10,000.00 from total assets and computing the balance at a percentage per annum² as may be set from time to time by BC Housing.

E. DETERMINATION OF RESIDENT RENT CONTRIBUTION FOR RESIDENTS RECEIVING INCOME ASSISTANCE

- 1. The Provider will set the Resident Rent Contribution for each Residential Unit where the Resident is in receipt of Income Assistance by applying a flat rate applicable to the appropriate household size, as determined by BC Housing.
- 2. If the flat rate charged for Resident Rent Contribution changes, reasonable notice will be given to the Resident, as determined by BC Housing.

F. NOTES

- 1. BC Housing may change all or part of this scale at any time.
- 2. An adjustment for resident paid heating costs may be made in an amount as determined from time to time by BC Housing.

² At January 2020 1% per annum

SCHEDULE G – INSURANCE

A. INSURANCE – THE PROVIDER

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion.
 - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission and Provincial Rental Housing Corporation 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 add BC Housing and Provincial Rental Housing Corporation as additional named insured under any insurance policies obtained pursuant to this Agreement.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).

B. INSURANCE – BC HOUSING

1. **Development.** BC Housing will maintain owner insurance on the Development against loss by fire, theft and related perils. This insurance may be in accordance with BC Housing's self-insurance fund or by a policy underwritten by a qualified insurer, at BC Housing's discretion.



STAFF REPORT

To: Council

File No.: TUP2301/TUP00008

From: Director of Development Services

Date: June 28, 2023

Subject: Temporary Use Permit No. 2301 – 1885 Cliffe Avenue (BC Housing)

PURPOSE:

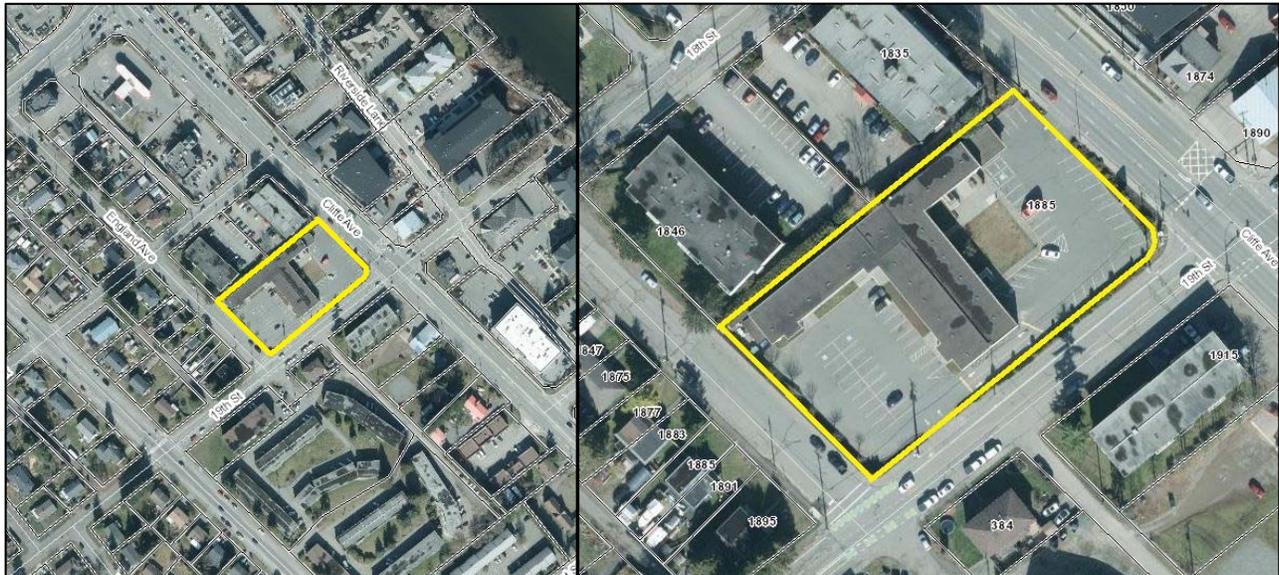
The purpose of this report is to provide Council with information and an update on the application made by BC Housing for a Temporary Use Permit to allow *Supportive Housing* as a use at 1885 Cliffe Avenue for the creation of a BC Housing supportive housing project.

Legal Description: Lot B, Section 68, Comox District, Plan 23642, Except part in Plan VIP72700.

BACKGROUND:

The subject property is located at 1885 Cliffe Avenue, is zoned Multiple Use 2 (MU-2) Zone and is currently occupied by the Super 8 Motel. The property is approximately 5152 m² (55,456 ft²) with access from Cliffe Avenue and 19th Street. (Figure 1)

Figure No. 1: Context Map



BC Housing has purchased the property to facilitate the transfer of residents from the Travelodge to the Super 8, due to the lease at the Travelodge expiring on June 30, 2023. The Super 8 hotel will house 67 residents from the Travelodge while a permanent housing solution can be created.

The existing zoning Multiple Use Two Zone (MU-2) does not permit supportive housing but the OCP has designated this property as Urban Corridor which does supportive and transitional housing. In order for

Council to consider a TUP the use must be supported in the OCP. A Temporary Use Permit (TUP) is required to permit the supportive housing use on the subject property within the Mu-2 zone. The process is guided by Division 8 Temporary Use Permits of the *Local Government Act* and the Development Applications Procedure Bylaw No. 2790.

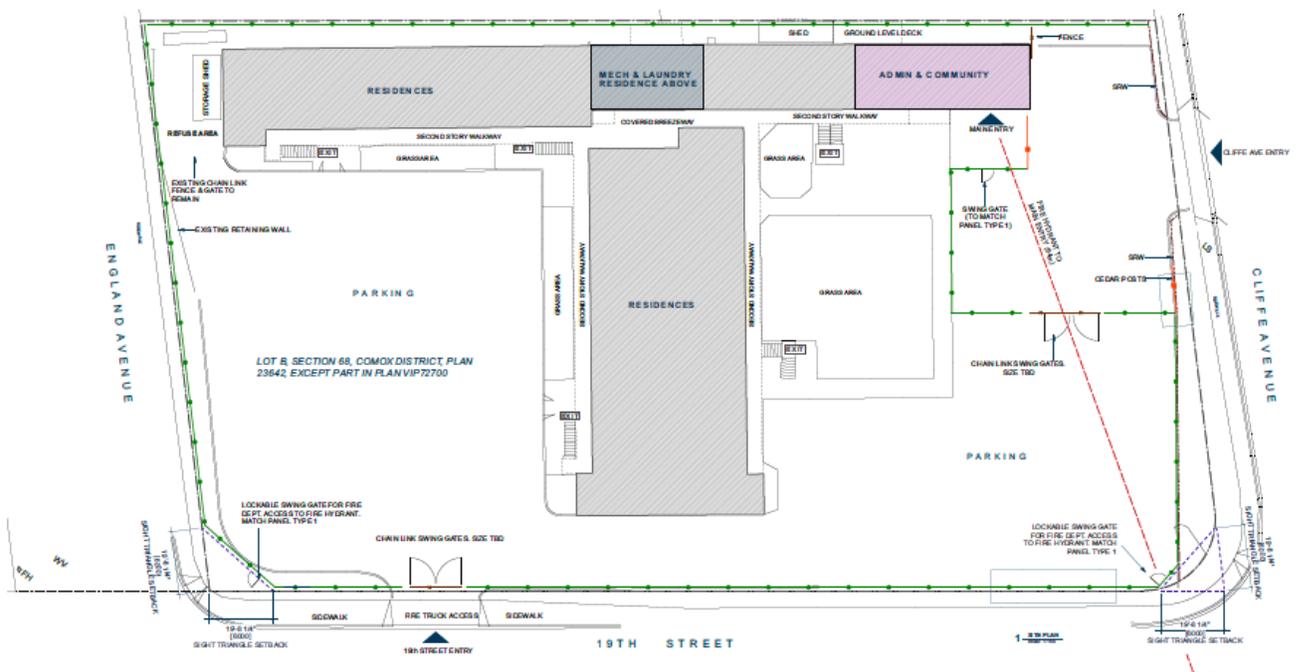
DISCUSSION:

BC Housing applied for a TUP on May 19 ,2023 and it was incomplete. Staff has been working with BC Housing and their consultants to finalize documents that are required to inform the TUP. The status of these documents is outlined below.

Site Plan

The site plan (Figure 2) has a 2 metre fence which complies with the zoning bylaw and addresses sight triangles on the corners of the lot. There are two entryways identified on the plan and the uses are identified.

Figure 2 Site Plan



Operations

The property will be owned by BC Housing (Provincial Rental Housing Corp) and operated by the Comox Valley Transition Society (CVTS). The operational funding will be provided by BC Housing. CVTS will enter into an Operator Agreement with BC Housing. This operator agreement includes the requirements for a Community Advisory Committee and a good neighbour agreement. A template has been provided to the City. The TUP will require that a signed operator agreement be received prior to issuance of a TUP.

Fire Protection

The City's Fire Chief has inspected the site and has identified the need for hard wired fire alarms and sprinklers. BC Housing has proposed a two staged approach to fire plan and protection. The initial phase is to provide fire watch which consists of two staff per 24 hours. Campbell River Fire Safety has inspected the building's smoke alarms and fire extinguishers, any deficiencies have been addressed by BC Housing.

- The next phase is to hard wire the smoke alarms and install sprinklers.
- A Fire Plan will be required as part of the TUP.

Security

There is onsite staff 24/7 and BC Housing is finalizing security hours as part of the Operator agreement. There will be security cameras installed on the property. In addition, there will be a number provided for residences in the area to contact with any concerns as per the Operator agreement with CVTS.

A security plan is required as part of the TUP.

Code Compliance

As per the BC Building Code, a coordinating professional is required to oversee renovations and to ensure the building meets the building code requirements for life and safety as per the proposed use. A schedule A (coordinating professional) has been received by the City which is a requirement of the TUP. BC Housing has retained a code consultant to perform the code review for the Coordinating professional. City's Building Services is working with the Coordinating Professional to ensure BC Building Code compliance.

The Coordinating Professional is a registered Architect.

POLICY ANALYSIS:

The Official Community Plan LU 1 supports housing affordability and diversity. Urban Corridor policy #1 supports mix of land uses and a diversity of multi-residential housing choices to promote establishment of a complete community. The Urban Corridor permitted uses include supportive and transitional housing.

FINANCIAL IMPLICATIONS:

There is no financial impact at this time.

ADMINISTRATIVE IMPLICATIONS:

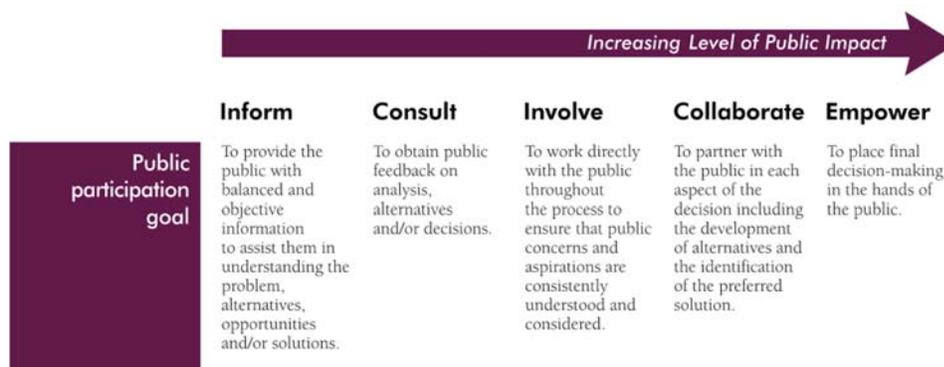
The TUP requires input from various city departments but processing and issuance is part of Development Services responsibilities.

STRATEGIC PRIORITIES REFERENCE:

The 2023-2026 Strategic Priorities are organized and reflect the four cardinal points of Community Well Being, Equity, Reconciliation and Climate Adaptation and this application is consistent with and supports the first three points. The TUP addresses the Affordable Housing strategic priority and provides temporary housing within the overall continuum of housing options.

PUBLIC ENGAGEMENT:

Staff would inform and consult the public based on the IAP2 Spectrum of Public Participation:



© International Association for Public Participation www.iap2.org

Public Information Meeting

As part of the Development Applications Procedure Bylaw requirements for processing TUP, BC Housing held a public meeting on June 8, 2023 at the Native Sons Hall from 6-8 pm. BC Housing has provided an initial summary of this meeting and the report is attachment 1.

This event was placed in social media, a mail out to owners and occupants within 200 metre of the property was done (335 notices mailed), posted public meeting and project information on Let's Talk Housing webpage hosted by BC Housing, and noted in media press releases. An advertisement was placed in the June 7th edition of the Comox Valley Record. This is all included in the summary report.

Approximately 110 residents of neighbourhood attend the public information meeting and the summary report list key themes. These include but not limited to: safety concerns, support of additional supportive housing in the area, more should be done to help people experiencing homelessness, fencing and security, and long-term plan for supportive housing.

BC Housing has indicated an update to the June 12, 2023 summary report will be provided prior to Council consideration of the TUP. (Attachment 1)

Next Steps

As per the *Local Government Act* and the Development Applications Procedure Bylaw, public notice will be given that Council will consider the TUP at the July 12 regular council meeting at 4pm at the CVRD Council Chambers in two forms:

- One is by public notice in the newspaper June 28 and July 5; and
- Second with a mail out to occupants and owners within 200 meters of the site. The total number of notices to be sent is approximately 600.

In addition, the City will utilize our social media platform to inform the public of the meeting date and where they can provide comments to.

OPTIONS:

1. THAT Council receive the report for information. (Recommended)
2. THAT Council not receive the report for information.

Prepared by: Marianne Wade, Director of Development Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

Attachment 1 BC Housing Community Engagement Summary Report June 12, 2023



Community Engagement Summary Report for

1885 Cliffe Avenue (Super 8 Courtenay)

Courtenay

June 12, 2023

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Purpose of the Report

The purpose of this Community Engagement Summary Report is to provide an overview of the engagement that took place for 1885 Cliffe Avenue, Courtenay. This report includes how the community members were communicated with and any key themes resulting from the engagement.

Background

The Province, through BC Housing, is in the process of purchasing the Super 8 hotel in Courtenay to ensure that current residents of the Travelodge are not left without housing when that lease expires in late June. BC Housing is in the process of submitting a temporary use permit application to the City of Courtenay so the Super 8 hotel can be used to provide housing for people staying at the Travelodge Courtenay.

Engagement Goals

There were three goals as part of community engagement efforts for 1885 Cliffe Avenue.

1. To share information about the purchase of the Super 8 hotel and the eventual move of residents from the Travelodge to the Super 8.
2. To share information about the short term and long term plans for this site. The short-term goal is to move residents successfully. The long-term goal is purpose built supportive housing.
3. To listen and respond to questions the community may have with regards to the proposed housing.

Engagement Overview

BC Housing sent information letters, launched a public webpage, launched a social media campaign, and hosted in person Open House on June 8, 2023 in an effort to share information, collect feedback and answer questions.

News Release

The Province, through BC Housing, shared news of the purchase of the Super 8 via media release on May 29, 2023 (**Appendix A**).

Neighbourhood Letter and Invitation

A neighbourhood letter was created and distributed to 335 properties within a 200m radius of 1885 Cliffe Avenue, Courtenay on May 30, 2023, by BC Housing (**Appendix B**). The mailing list was provided by the City of Courtenay. This letter provided an overview of what is happening at the Travelodge and the Super 8, as well as information about how to submit questions and share feedback, a link to the BC Housing Let's Talk Housing website, and an invitation to the June 8th Open House.

Stakeholder Emails

Information emails and an invitation to the Open House were sent to the following:

- Comox Valley Coalition to End Homelessness
- Comox Valley Transition Society
- Downtown Courtenay BIA
- Island Health
- K'ómoks First Nation
- Wachiay Friendship Centre
- Ronna-Rae Leonard (MLA)
- City of Courtenay

Stakeholders were encouraged to share the information and invitation with colleagues and their own stakeholders.

Let's Talk Housing Webpage

A dedicated webpage was launched May 29, 2023, to share detailed information about what is happening at the Travelodge and the Super 8 hotels, as well as information about location and operations. The site invited public feedback through an online question and comment forum. It also shared the Community Relations Inbox email.

The Let's Talk Housing page - <https://letstalkhousingbc.ca/courtenay-1885-cliffe-avenue> - has had **459 visits** since going live. The Community Benefits of Supportive Housing research document was downloaded **20 times** and the invitation was downloaded **14 times**. **Nine** persons submitted questions via the Q&A tool

Social Media Campaign

BC Housing launched a social media campaign (**Appendix C**) focused on sharing the Open House invitation. The campaign reached 7397 individuals and had 11667 impressions.

Newspaper Ads

BC Housing purchased ad space in the Comox Valley Record sharing the invitation for the in person Open House (**Appendix D**). The ad ran in the Wednesday, June 7th edition.

In Person Meetings

While in Courtenay the week of June 5, 2023, BC Housing representatives met with the following stakeholders:

- Comox Valley Coalition to End Homelessness and some members (Salvation Army, Wachiay Friendship Centre Society, and Dawn to Dawn Action on Homelessness Society)
- Comox Valley Transition Society
- Downtown Courtenay BIA
- K'ómoks First Nation

Open House: June 8, 2023

BC Housing hosted an in person Open House (Lodge Room, Native Sons Hall 360 Cliffe Ave, Courtenay, BC) on June 8, 2023 from 6:00-8:00pm.

The Open House allowed community members to ask questions and raise concerns. Seven BC Housing representatives were on hand to answer questions, discuss concerns, and share information about plans for the Super 8 and BC Housing's goals for housing in Courtenay. Poster boards were created to share information and encourage conversation (**Appendix E**).

110 persons attended the event. The tone was inquisitive and respectful however, many raised concerns and noted they were against this purchase and move.

BC Housing hired a third-party facilitator to assist with the Open House. Three representatives from Kirk & Co Consulting were on hand to help capture what was being shared by community members and, as objective participants, help with difficult conversations. Kirk & Co Consulting drafted its own engagement report. BC Housing has shared it here (**Appendix F**).

BC Housing Community Relations Email

Contact information for a monitored inbox was included on notification and presentation materials so that community members and key stakeholders could ask questions and offer input on the project and receive responses from BC Housing staff. To date, BC Housing has received and responded to 36 emails.

Summary of Comments Received

At the time this report was created (June 12, 2023) there have been 36 questions/comments submitted to BC Housing through the Community Relations email address. Many have been inquisitive in tone. Some have been supportive. More have been against the purchase and move.

Questions have been asked about the purchase, the engagement period and tight timeline operations, questions, and general plans for the redevelopment. Those who have spoken against the TUP for the Super 8 have noted graffiti, garbage, crime, drug use, violence, and decreased property values. BC Housing answered all questions in a timely manner (same day).

Conclusion

Given the tight timeline and urgent situation, there was really no choice but to move quickly with this engagement. The engagement period was two weeks (May 29, 2023 to June 12, 2023). During this period the community had access to information, opportunities to ask questions in person and online, and share feedback, concerns, and insight in person and online. Highlights include:

- 335 neighbours reached by mail
- 8 community partners reached by email
- 459 views of the website
- 20 downloads of the Community Benefits of Supportive Housing research document
- 14 downloads of in person Open House invitation

- 9 inquiries received by the online Q&A tool
- 36 emails sent to communityrelations@bchousing.org email address

Appendix A: News Release

NEWS RELEASE

For Immediate Release
2023HOUS0056-000837
May 29, 2023

Ministry of Housing

Province will purchase hotel for housing in Courtenay

COURTENAY – The Province, through BC Housing, is in the process of purchasing the Super 8 hotel in Courtenay to ensure residents of the Travelodge are not left without housing when that lease expires in late June 2023.

“We want to make sure that these vulnerable people are not left homeless, which is why we made substantial efforts to purchase this hotel and create a valuable housing resource for the community,” said Ravi Kahlon, Minister of Housing. “These new homes will further add to the significant efforts underway in Courtenay and across the province to tackle the housing crisis and build the homes people need.”

BC Housing is in the process of submitting a temporary-use permit application to the City of Courtenay so the Super 8 hotel can be used to provide housing for people staying at the Travelodge Courtenay.

BC Housing has leased the Travelodge since spring 2020 to provide people facing homelessness a safe place to stay and self-isolate during the pandemic. The lease will expire June 30, 2023. BC Housing explored purchasing the Travelodge, but was unable to come to acceptable terms with the owner.

The Super 8 hotel at 1885 Cliffe Ave. has 67 units, each with its own washroom. The Comox Valley Transition Society (CVTS), which has been operating the Travelodge, will operate the Super 8 to ensure a seamless transition for residents.

As with the Travelodge, the society will have staff on site 24 hours a day, seven days a week, to provide residents with support services, including daily meals, life-skills training and health and wellness services.

Residents are scheduled to start moving into the Super 8 in June. The Province, through BC Housing, will fund the purchase and operating costs of the building.

“This is a substantial investment in our community and will provide housing for those who need it most,” said Ronna-Rae Leonard, MLA for Courtenay-Comox. “I look forward to seeing tenants get settled in over the coming weeks so they can continue to have a safe, comfortable place they can call their own.”

People can learn more about plans for the Super 8 at an information session hosted by BC Housing on Thursday, June 8, from 6-8 p.m., at the Lodge Room, Native Sons Hall, 360 Cliffe Ave.

Once guests have moved in, BC Housing will begin exploring permanent housing options for the

site and will engage with the community to discuss its long-term use.

BC Housing also continues to work with the city and CVTS to identify options for a permanent location for the CONNECT shelter. BC Housing will update the community if a new site is confirmed.

This project is part of a \$19-billion housing investment by the B.C. government. Since 2017, the Province has delivered more than 76,000 new homes for people in B.C., including 743 homes in the Comox Valley.

Learn More:

To learn more about plans for the Super 8 hotel, visit:

<https://letstalkhousingbc.ca/courtenay-1885-Cliffe-Avenue>

To learn more about government’s new Homes for People action plan, visit:

<https://news.gov.bc.ca/releases/2023HOUS0019-000436>

To learn more about the Belonging in BC Provincial Homelessness Plan, visit:

<https://news.gov.bc.ca/files/BelongingStrategy.pdf>

To learn about the steps the Province is taking to tackle the housing crisis and deliver affordable homes for British Columbians, visit:

<https://workingforyou.gov.bc.ca/>

Contacts:

Ministry of Housing
Media Relations
236 478-0251

BC Housing
Media Relations
media@bchousing.org

Connect with the Province of B.C. at: news.gov.bc.ca/connect

Appendix B: Neighbourhood Letter and Invitation



May 29, 2023

Dear Neighbour,

BC Housing is working to secure safe homes for those who need them most in Courtenay.

What is happening at the Travelodge?

The Travelodge hotel (2605 Cliffe Avenue, Courtenay) opened in 2020 in response to the urgent need for shelter in Courtenay amidst the COVID-19 pandemic and the housing crisis. It provided vital temporary housing for those experiencing, or at risk of homelessness.

BC Housing's lease of the Travelodge ended on March 31, 2023. BC Housing was able to extend the lease until June 30, 2023 and is now working to find new homes for shelter guests staying at the Travelodge.

What is happening at the Super 8?

BC Housing is in the process of purchasing the Super 8 hotel (1885 Cliff Avenue, Courtenay). The Province, through BC Housing, will fund the purchase and operating costs of the building.

Residents are scheduled to start moving into the Super 8 in June. Once guests have moved in, BC Housing will begin exploring possible permanent housing options for the site and will engage with the community to discuss its long-term use.

We want to hear from you!

BC Housing is committed to reaching out to neighbours and the wider Courtenay community to share information, answer questions, and listen to concerns. Your feedback and comments are important to us! There are many ways you can share feedback.

Let's Talk Affordable Housing in Courtenay - <https://letstalkhousingbc.ca/courtenay-1885-cliffe-avenue> - is a web page that provides an overview of what is happening in Courtenay and additional information about the Super 8 hotel. It also includes a Q&A tool that can be used to submit your questions.



Community Open House – Thursday, June 8, 2023

Please join representatives from BC Housing in person on Thursday, June 8, 2023 to learn more about what is happening at the Super 8 hotel and affordable housing in Courtenay. An invitation with more information is attached.

Email

We also welcome questions and comments by email to communityrelations@bchousing.org

Sincerely,
BC Housing

YOU'RE INVITED!

The Province, through BC Housing, is in the process of purchasing the Super 8 hotel in Courtenay to ensure that current residents of the Travelodge are not left without housing when that lease expires in late June. BC Housing is in the process of submitting a temporary use permit application to the City of Courtenay so the Super 8 hotel can be used to provide housing for people staying at the Travelodge Courtenay.

BC Housing is committed to sharing information about what is happening at the Super 8 hotel and answering any questions you may have. Please join us on Thursday, June 8, 2023 to learn more.

COMMUNITY OPEN HOUSE

Date: Thursday, June 8, 2023

Time: 6:00pm-8:00pm

Location: Lodge Room, Native Sons Hall. 360 Cliffe Ave, Courtenay, BC

Format: Drop-in open house event. No RSVP required.

BACKGROUND

BC Housing, in partnership with local community groups, is working to secure homes for those who need them most in Courtenay.

What is happening at the Travelodge?

The Travelodge hotel (2605 Cliffe Avenue, Courtenay) opened as a shelter in response to the urgent need for shelter in Courtenay amidst the COVID-19 pandemic and the housing crisis. It provided vital temporary housing for those experiencing, or at risk of homelessness.

BC Housing's lease of the Travelodge ended on March 31, 2023. BC Housing was able to extend the lease until June 30, 2023 and is now working with the Comox Valley Transition Society to find new homes for shelter guests staying at the Travelodge.

What is happening at the Super 8 hotel?

BC Housing is in the process of purchasing the Super 8 hotel (1885 Cliff Avenue, Courtenay). The Province, through BC Housing, will fund the purchase and operating costs of the building.



Residents are scheduled to start moving into the Super 8 in June. Once guests have moved in, BC Housing will begin exploring possible permanent housing options for the site and will engage with the community to discuss its long-term use.

We look forward to seeing you on June 8 to share more information and answering any questions you may have.

Sincerely,
BC Housing

Appendix C: Social Media Campaign

Copy

Join us in person to learn more about what is happening at the Super 8 hotel and affordable housing in Courtenay.

Date: Thursday, June 8

Time: 6:00pm – 8:00pm

Location: Lodge Room, Native Sons Hall
360 Cliffe Ave, Courtenay BC

This is a drop-in open house event. No RSVP is required. All are welcome!



COMMUNITY OPEN HOUSE

Please join representatives from BC Housing in person on Thursday, June 8, 2023 to learn more about plans for the Super 8 hotel and affordable housing in Courtenay.



Date: Thursday, June 8, 2023

Time: 6:00pm - 8:00pm

Location: Lodge Room, Native Sons Hall,
360 Cliffe Ave, Courtenay, BC

Drop-in open house event. No RSVP required.

Visit letstalkhousingbc.ca/courtenay-1885-cliffe-avenue
or email communityrelations@bchousing.org to ask
questions and submit input.



Appendix E: Open House Poster Boards

Welcome

Temporary homes with supports coming to
1885 Cliffe Avenue, Courtenay



Community Open House

Thursday, June 8, 2023

Thank you for joining to learn about what is happening at the Super 8 hotel and find out more about the future of affordable housing in Courtenay.

- Please ensure that comments and discussions are respectful.
- Please recognize that the issues are complex and we need thoughtful discussion about how to meet community needs.
- Please do not bring any signs, banners or placards into the venue.



BC HOUSING



**Comox Valley
Transition Society**

What is happening?

What is happening at the Travelodge?

The Travelodge hotel (2605 Cliffe Avenue, Courtenay) opened as a shelter in response to the urgent need for shelter in Courtenay amidst the COVID-19 pandemic and the housing crisis. It provided vital temporary accommodation for those experiencing, or at risk of homelessness.

BC Housing's lease of the Travelodge ended on March 31, 2023. BC Housing was able to extend the lease until June 30, 2023 and is now working with the Comox Valley Transition Society to find new homes for shelter guests staying at the Travelodge.



What is happening at the Super 8 hotel?

Shelter guests staying at the Travelodge are in immediate need. BC Housing is in the process of purchasing the Super 8 hotel (1885 Cliff Avenue, Courtenay) as a possible temporary home.

The Super 8 hotel is a temporary solution. It is expected to be open for three years until permanent supportive housing is built to replace it.



Homelessness in Courtenay and the Comox Valley

132 = number of homeless included in the 2020 homeless count for Comox Valley*

170 = number of people currently on the BC Housing Supportive Housing Registry



The 2023 homeless count took place March 14, 2023 with a report expected to be released in late 2023.

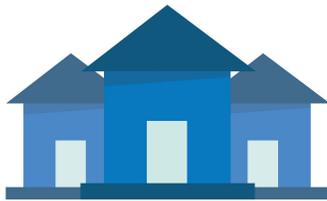
*Comox Valley – includes Comox, Courtenay, and Cumberland.



The Super 8 is a temporary solution.



BC Housing was requested by the City of Courtenay to submit a temporary-use permit application - which is now in process - so that the Super 8 hotel can be used as temporary shelter for people staying at the Travelodge Courtenay.



Housing residents of the Travelodge is a first step.

Once guests have moved in, BC Housing will concurrently explore possible permanent housing options for the site and will engage with the community to discuss its long-term use.



Housing First



Supportive housing follows an evidence-based and internationally-demonstrated Housing First model, by first providing stable housing, and then working with a resident to promote recovery and well-being.

Here is how it works:

People are living on the streets, in shelters and precariously housed, without access to the basic needs of food and a place to live.

People without homes do not have the capacity to deal with anything beyond basic survival, which may result in dependence to drug and alcohol, and mental health challenges.

Move people experiencing homelessness into independent and permanent housing. They have a bed to sleep in, a door to close, their own washroom. They have breakfast every morning and one hot meal. Basic necessities are met.

Provide additional supports, services, guidance and encouragement as needed,

such as social connection, life skills, employment, finances, health services, recovery plans.

People who live with substance use issues will not be excluded from applying for supportive housing. If we exclude people with substance use issues, they will remain on the street or in shelters, with deteriorating health. **They cannot start their journey to a healthier life until they have a roof over their heads.**



Comox Valley
Transition Society

Moving Forward

The Super 8 is a temporary solution.

Our goal is to build permanent, purpose-built supportive housing in Courtenay.



Comox Valley Transition Society

Comox Valley Transition Society (CVTS) supports women, children and families in the Comox, Cumberland Courtenay areas and beyond (including Denman and Hornby Islands) who are experiencing or fleeing abuse, overcoming trauma, working toward/through recovery, and those who are unsheltered and/or struggling through poverty. CTVS supports and **empowers** people to make the best decisions for themselves.

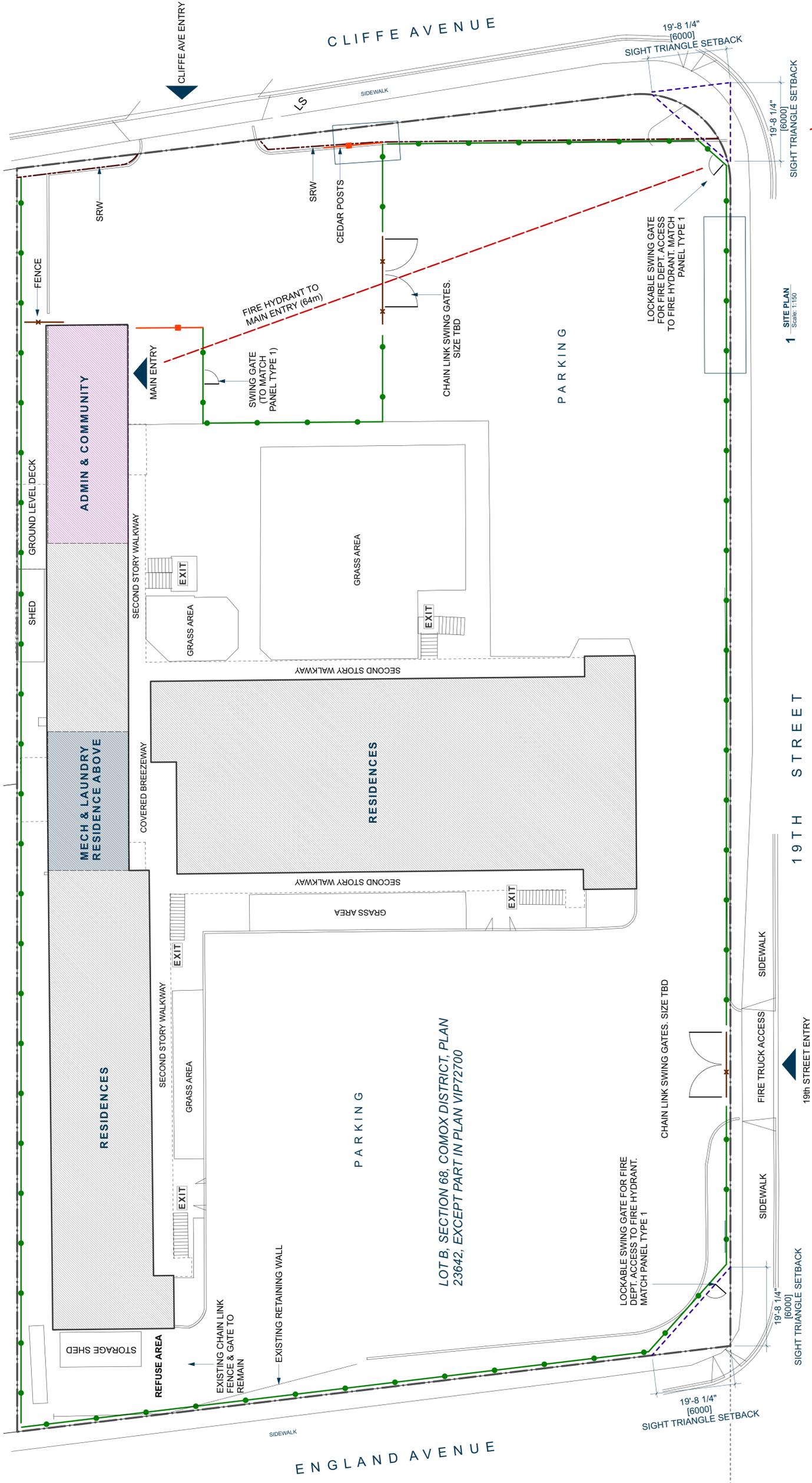
The Comox Valley Transition Society has been operating the Travelodge since June 2020 and will operate the Super 8 to ensure a seamless transition for residents.



Location

1885 Cliffe Avenue, Courtenay

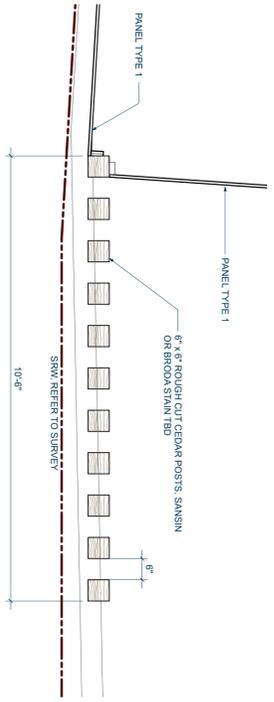




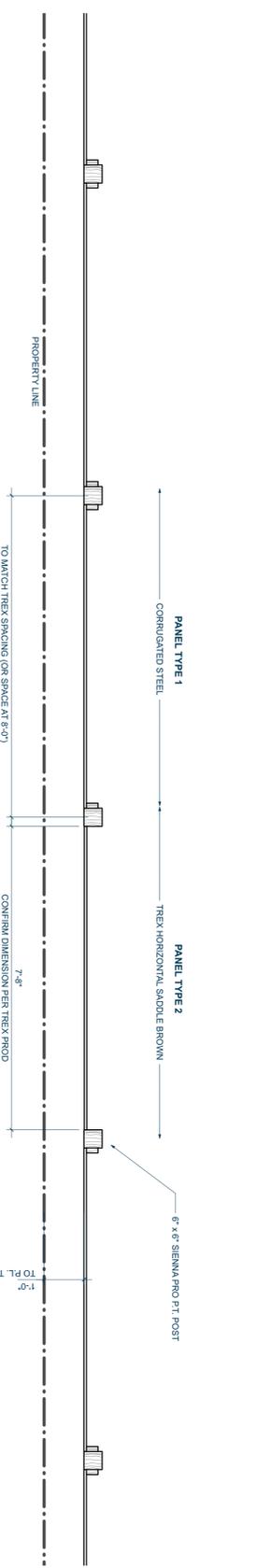
Authority: City of Courtenay
 Street Address: 1885 Cliffe Avenue
 Legal Description: Lot B, Section 68, Comox District, Plan 23642, Except Part in Plan V1P72700
 Zoning: MU-2
 Property Identification Number: PID: 000-720-232
 Project Description: Perimeter Fence and Access Gates
 Building Area: 1111.5 sm
 Fire Hydrant to Main Entry: 64m

1 SITE PLAN
Scale: 1:150

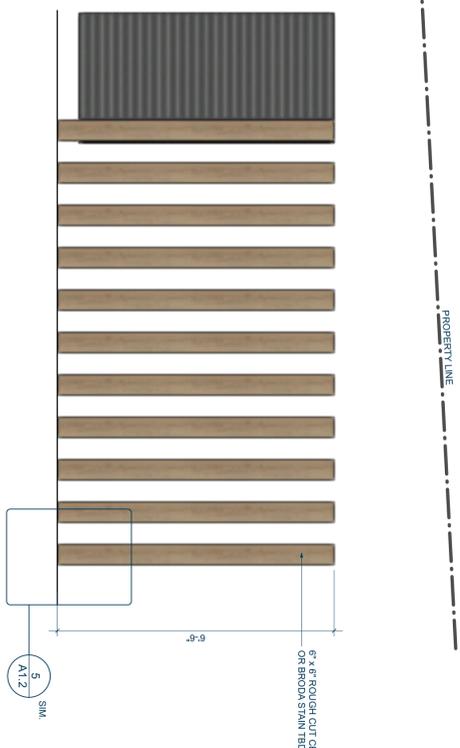
1 CONTEXT
NTS



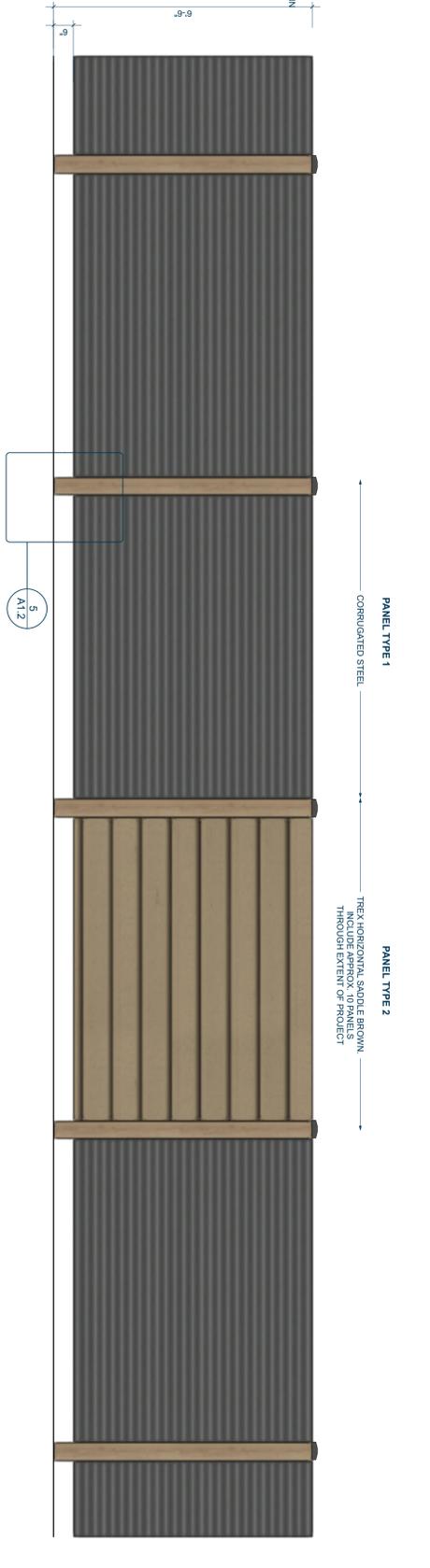
1 PLAN: CEDAR POSTS
Scale: 1/2" = 1'-0"



3 PLAN: FENCE PANELS
Scale: 1/2" = 1'-0"



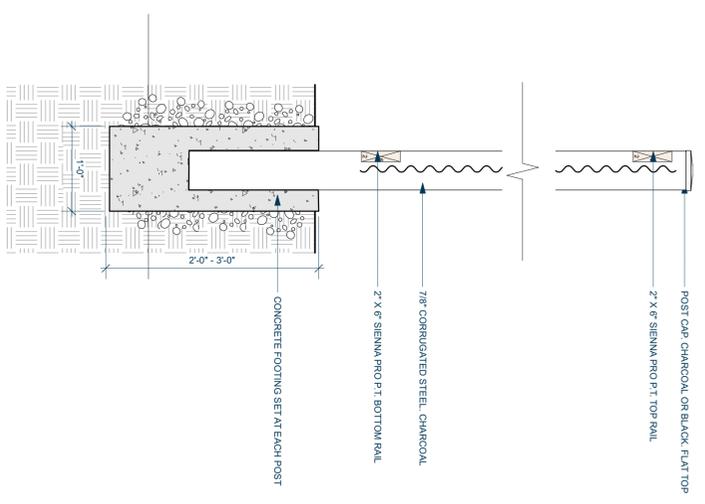
2 ELEVATION: CEDAR POSTS AT ENTRY



4 ELEVATION: FENCE PANEL TYPES



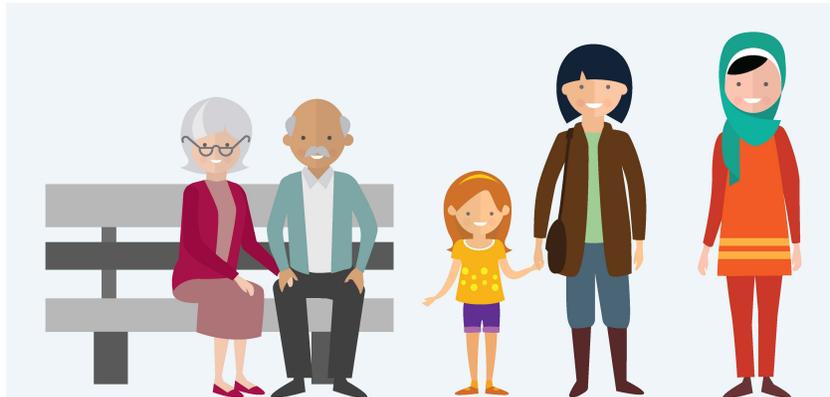
6 REFERENCE IMAGES
Scale: Actual Size



5 DETAIL: POST FOUNDATION & CAP
Scale: 1" = 1'-0"

Who Would Live Here?

Priority is being given to those who are currently living at the Travelodge.



Supportive housing is for British Columbians experiencing or at risk of homelessness. People experiencing homelessness are not all the same. They can be young people, seniors, or people with physical or mental disabilities. They may have experienced trauma, poverty, or struggled with the high cost of housing.



Staff are on-site 24/7 and work with each resident to understand their needs and help them achieve stable housing.



Neighbourhood Safety

BC Housing, Comox Valley Transition Society, and the City of Courtenay are committed to building a safe community both inside and outside.

Experience

CVTS has operated the Travelodge shelter for the past three years and has demonstrated experience in identifying and addressing the needs of people who are experiencing homelessness in Courtenay and across the Comox Valley.

Staffing

Minimum of two experienced and skilled staff on-site 24/7 to support residents, manage the building and serve as primary point of contact for the building.

Design Features

Optimized sightlines, lighting improvements, security cameras, staffed reception, fenced perimeter.

Property Maintenance

Regular sweeps of property and immediate area to ensure cleanliness.

Agreements

Residents sign program agreement around expectations. Residents will pay rent. A detailed Operating Agreement will set clear responsibilities and expectations for CVTS and BC Housing.

Fire and Life Safety

- 24-7 security provided by trained security staff
- 24-7 fire watch provided by a third-party contractor

Community Advisory Committee

A Community Advisory Committee – or CAC – will be set up to mitigate and address concerns as they come up.



BC Housing and CVTS are committed to being good neighbours.

All Courtenay residents, Super 8 residents included, are expected to:

- **Treat neighbours with consideration.**
- **Avoid excessive noise.**
- **Keep their community clean.**

CVTS and BC Housing are drafting a Good Neighbour Agreement outlining responsibilities and commitments to maintaining a safe community for all.



Community Advisory Committee

A Community Advisory Committee – or CAC – will be set up to mitigate and address concerns as they come up. This committee will be led by CVTS and be made up of members of your community, including neighbours and community partners.

This committee is a place to share information, ask questions, and raise concerns through respectful dialogue. It is an opportunity to foster a positive relationship and build a strong community together.

Please watch for more information and an invitation to participate.



Ensuring everyone has a place to call home.

BC Housing, in partnership with the City of Courtenay and local agencies and service providers, is building a range of housing to meet the growing needs in Courtenay and the Comox Valley.

Since 2017, the Province has delivered more than 76,000 new homes that have been completed or are underway for people in B.C., including 743 homes in the Comox Valley Region, including this project.



CONNECT Warming Shelter

BC Housing continues to work with the City of Courtenay and the Comox Valley Transition Society to identify options for a permanent location for the CONNECT warming centre. We will update the community if a new site is confirmed.



How can I provide input?



Your feedback
and comments are
important to us!

- Respectfully share your concerns with BC Housing staff here tonight.
- Fill out a comment form.
- **Visit:** <https://letstalkhousingbc.ca/courtenay-1885-cliffe-avenue> and share your ideas and concerns through the pages' Q&A portal.
- **Email:** communityrelations@bchousing.org



What should BC Housing consider as we explore more housing options for Courtenay?

Please add your ideas to the board.



Appendix F: Open House Engagement Report Authored by Kirk and Co.

Engagement Summary Report: Courtenay (1885 Cliffe Ave)

Background

The Travelodge hotel (2605 Cliffe Avenue, Courtenay) opened as a shelter in 2020 in response to the urgent need for shelter in Courtenay amidst the COVID-19 pandemic and the housing crisis. It provided vital temporary housing for those experiencing, or at risk of homelessness. BC Housing's lease of the Travelodge ended on March 31, 2023. BC Housing was able to extend the lease until June 30, 2023 and is now working with the Comox Valley Transition Society to find new homes for shelter guests staying at the Travelodge.

The Province, through BC Housing, is in the process of purchasing the Super 8 hotel in Courtenay to ensure that current residents of the Travelodge are not left without housing when that lease expires in late June. Residents are scheduled to start moving into the Super 8 in June. Once guests have moved in, BC Housing will begin exploring possible permanent housing options for the site and will engage with the community to discuss its long-term use.

On June 8, 2023, BC Housing held a community open house in Courtenay to share information with the public about what is happening at the Super 8 and answer questions from the public.

Participation by the numbers

- 9 digital submissions
- 11 written submissions
- 110 attendees at June 8 open house
- 36 email submissions

What we heard

A community open house was held at the Native Sons Hall in Courtenay BC on June 8, 2023 from 6:00pm to 8:00pm. Story boards were set up around the room about the need for temporary housing in Courtenay and decision to relocate from the Travelodge to the Super 8, design changes proposed for Super 8, as well as operational information at the Super 8. BC Housing and Comox Valley Transition Society staff were available throughout the room to provide additional detail and answer questions.

Many of the attendees at the meeting were residents of Courtenay including residents living near the Super 8, local government officials and staff, a representative from the MLA's office, as well as supportive housing organizations in the area.

People could provide feedback in a number of ways:

- Speaking directly to BC Housing staff at the community open house
- Completing a feedback form available at the community open house
- Sending comments via email
- Making an online submission through letstalkhousingbc.ca
- In addition, a QR code was provided that provided direct access to letstalkhousingbc.ca page that provided information on the Super 8 site

KEY THEMES

Below are the key themes that were identified in the online meetings and email submissions. Themes were determined based on frequency of comment.

- Concerns about public and resident safety, including an increase in public drug use and violence and the impact on the community.
- Comments about the speed of the process and lack of notification to local residents and businesses
- Comments in support of additional supportive housing in the area
- Comments that more should be done to help people experiencing homelessness
- Questions or comments about the design of hotel and grounds (amenities, fencing, etc.)
- Questions about the long-term plan for supportive housing in the area including location of permanent site
- Comments providing support for supportive housing but not in this location
- Comments demonstrating uncertainty about hotel capacity

Notification Methods

- 335 letters/invitations were delivered to residents and businesses within a 200-metre radius of the Super 8 hotel. Letters were sent on May 30, 2023.

- Let's Talk Housing web page dedicated to Super 8 site went live on May 29, 2023 with information and Q&A portal
- BC Housing news release issued May 29, 2023 and received publicity through the Comox Valley Record and via social media

COURTENAY SUPER 8 COMMONLY ASKED QUESTIONS

[Updated July 3, 2023]

The following is an overview of the questions asked to the BC Housing Community Relations Inbox and through the Let's Talk portal in May and June of 2023.

LOCATION

Why has this location been selected?

The Super 8 is a temporary solution to an immediate need. Without this important shelter resource, people will be left outdoors and without access to a safe space and connection to support services.

BC Housing explored purchasing the Travelodge and was unable to come to acceptable terms with the owner.

BC Housing recognizes that the Super 8 is not the first choice of everyone in the community but it is the only choice given the immediate need of some of Courtenay's most vulnerable citizens. Appropriate building and site upgrades have been made to the Super 8 property to ensure the property follows all city and provincial building regulations. This includes security fencing, fire safety upgrades, and additional outdoor lighting.

BC Housing continues to explore permanent housing options in Courtenay. Housing residents of the Travelodge is a first step. Once guests have moved in, BC Housing is concurrently exploring possible permanent housing options for the site and elsewhere in community and will engage with the community to discuss its long-term use.

TIMESCALE and PERMITS

Are people on site already?

The Super 8 purchase closed on June 15. General renovations and clean-up has been done and residents have moved in. We will continue work on other life and safety upgrades. We are currently working with the City of Courtenay to meet their requirements for the Temporary Use Permit (TUP).

How are people there if the TUP has not been approved?

BC Housing needed to work quickly to ensure people staying at the Travelodge had access to a safe, secure home before the lease expired on June 30. We are putting the safety and wellbeing of these vulnerable residents at the forefront of our decision to purchase this building. Meanwhile, we are committed to working with the City of Courtenay to meet their requirements for the Temporary Use Permit.

What does a TUP mean?

A TUP will allow the Super 8 to operate for up to 36 months in this location. The Super 8 hotel building is an interim solution to an immediate need in the community. The goal is to build purpose built, permanent supportive housing to replace it. A permanent Supportive Housing project would require a full rezoning and development permit process.

How is this project being funded?

Funding is coming from the Province's Permanent Housing Plan program. This plan was established to ensure people housed during the pandemic would not return to homelessness. The Province, through BC Housing, will fund the purchase and operating costs of the building. The exact amounts will be finalized in the coming weeks.

What is a shelter?

Shelters are temporary but immediate places to stay for anyone who is homeless or at risk of homelessness.

The Super 8 hotel is not a shelter. It will offer residents the supports and services provided in BC Housing supportive housing. These include independent living, meals, connection to life skills training, and connection to health supports.

COMMUNITY NEED

Why is this needed in Courtenay?

Shelter guests staying at the Travelodge are in immediate need. This purchase will ensure that shelter guests are not left homeless when the lease expires at the Travelodge in late June.

There is significant need in Courtenay and across the Comox Valley. The Comox Valley 2020 Point in Time homeless count- identified 132 people as homeless.

Courtenay's housing registry listed 170 people on a waitlist as of March 31, 2023.

Social service providers report more people at risk and increased wait lists for services and homes in Courtenay and beyond.

OPERATIONS

Who is operating the Super 8 Hotel?

Comox Valley Transition Society (CVTS) will operate the Super 8 for one year.

What happens after one year?

BC Housing will issue a Request for Proposal. BC Housing is committed to doing business in a fair, open and transparent manner. An RFP will be issued to ensure our due diligence in selecting an operator for the Super 8 and also to ensure the operator has the demonstrable experience needed to be successful operators of Supportive Housing. Of particular note is having demonstrable experience in creating and operating culturally-appropriate services for Indigenous Peoples.

How many staff will be on site?

A minimum of two staff are on site 24/7; a manager is also on-site during the day.

Who is going to be responsible for keeping the facility/area clean?

BC Housing and CVTS are committed to being good neighbours. Both staff and guests are committed to keeping the property maintained with a daily clean up, just as any other resident in the neighborhood.

What community safety and security measures are in place?

BC Housing and CVTS – and our shelter guests - are all committed to being good neighbours.

The safety of guests, staff and the surrounding community is a priority. Security measures include well-lit and fenced grounds and extensive camera monitoring. If concerns or problems occur with specific individuals on the project property, the operator will work with the individual and police to find solutions.

Supportive housing includes important safety features, both for guests and the community that include:

- An experienced non-profit housing operator to manage the building
- The most important security feature, both for guests and the community, is staffing. The building is staffed 24 hours a day, seven days a week, to provide support for guests and manage the building. Staff will also be available to respond to any concerns from neighbours.
- Regular sweeps of the property and the immediate area by staff and guests will help maintain cleanliness.
- Guests sign program agreements around expectations for respect and safety of themselves and others.

How is entry/exit of people be managed/monitored?

Staff are aware of the entry and exit of people staying at the supportive housing through cameras and exterior door buzzers. The site is also fenced.

RESIDENTS

Who is living here?

Shelter guests from the Travelodge have moved to the Super 8.

People who experience homelessness are as varied as any other neighbour. They may be seniors, people with disabilities, people who have employment but no housing, people who are working through mental health concerns and/or substance use. All residents in supportive housing have made a choice to work towards living a healthy, stable life.

What supports are provided?

The society will have staff on site 24 hours a day, seven days a week, to provide residents with support services, including daily meals, life-skills training and health and wellness services.

What in/out abilities do residents have?

Residents can come and go as they please. There is no curfew.

Can residents of the Super 8 have guests?

Yes, however there are no guests allowed past 7:00pm. Guests with problematic behavior will be asked to leave and may be banned from the property. Overnight guests must be approved by the program coordinator and are only allowed to stay one night.

What does a typical day look like?

Some general daily operations are consistent (i.e., staffing, meals, programming, etc.). However, other activities of daily life are different for each person staying at the Super 8. Some people have employment and

a set routine, while others may be in transition and able to move into other types of housing in the community. Others require more stabilizing, relationship building, and community connections which can be a slower process. The Super 8 hotel will be a community of care for all people staying there, which includes education and resources, community services, vocational assistance, housing assistance, life skills support, and goal setting.

Are pets allowed at the Super 8 hotel?

Yes. CVTS has a limit of one small pet per room, per person. If someone had a pet at time of move in, they are allowed to bring the pet with them. Established residents who want a pet once must get approval of the program coordinator. Safety of residents, staff and neighbours is a priority and appropriate measures are taken if a pet's behavior is not conducive to the setting.

What expectations are made of residents? What consequences are there for non-compliance?

Residents sign a program agreement that addresses expectations about appropriate and respectful behavior especially as it relates to the health and safety of themselves and others. Operational staff work with residents and the neighbours to foster good neighbourhood relations.

How are residents selected?

Priority has been given to those who live in the Travelodge.

Speaking more generally, residents are selected through a coordinated access process. Part of that selection is an assessment by those supporting residents and who have a strong understanding of who they are and their needs. Great care is put into this process. This ensures all needs can be met.

SECURITY

Will security services be on site?

Yes. CVTS works closely with a security team that is on site 24/7 to assist.

Can neighbours contact the CVTS and the Super 8 directly if there are any concerns?

The Super 8 will have a dedicated contact number available 24/7 and answered by staff. If staff are temporarily occupied, they respond as soon as possible. The contact number will be listed in a Who to Call sheet as well as posted to the BC Housing Let's Talk webpage.

What happens if someone is told to leave due to violent behaviour or non-compliance with the rules?

The safety of residents, staff, and the surrounding community is always a priority. Violence is not tolerated. If concerns or problems occur with specific individuals, CVTS will work with the individual, BC Housing, and authorities, if necessary, to find solutions. For those who are having difficulty complying with rules there is a progressive process. This may include verbal and written warnings, suspension and eviction, if necessary.

Eviction is a last resort. Experience has taught us that the impacts on the community as a result of a person being evicted is higher than when we work closely with the individual. CVTS will do all they can to help support a person having difficulties in anyway.

How will disruptive behaviour in the outdoor area be dealt with?

CVTS has procedures for trained shelter staff to work with any disruptive behaviours in or around of the immediate supportive housing area. Disruptive behaviours are addressed based on the individual circumstance of resident and the severity of the behaviour.

NEIGHBOURHOOD IMPACTS

Will supportive housing have an impact on nearby schools or daycares in my neighbourhood?

Many supportive housing sites for people experiencing homelessness across the province have been operating in their communities and near schools for 10+ years with no issues and with support from the community. There are over 210 provincially-funded supportive housing sites across the province that are within 500 metres of a school, and over 50% of provincially-funded supportive housing sites in B.C. within 500 metres of schools have been operating for 10+ years.

A BC Housing 2019 study (Modular Supportive Housing Resident Outcomes Study: Results for First Seven Modular Supportive Housing Developments) reported that 82% of survey respondents across seven modular supportive housing sites reported experiencing positive interactions with neighbours in the surrounding community since they moved in.

Will property values go down as a result of this shelter?

Residents should not be concerned about their property values. Research completed in 2019 of 13 B.C. supportive housing sites showed that property values immediately surrounding 10 sites either kept pace or surpassed surrounding municipal trends. Property values for the other three sites were not notably different compared to municipal trends.

How would you deal with increased crime and vandalism in the neighbourhood?

Labeling all people who have experienced homelessness in this way stereotypes and marginalizes vulnerable people. People who experience homelessness are as varied as any other neighbour. They may be seniors, people with disabilities, people who have employment but no housing, people who are working through mental health concerns and/or substance use. All residents in supportive housing have made a choice to work towards living a healthy, stable life.

Will there be a Community Advisory Committee (CAC)?

Yes, there will be a CAC.

DRUG AND ALCOHOL USE

Will drug or alcohol use be permitted onsite?

BC Housing's buildings are operated based on the widely recognized and proven Housing First model. Supportive housing residents are permitted to make their own choices in regard to lifestyle. This includes the decision to abstain or use drugs/alcohol in the privacy of their homes. If they choose to use, the operators work with each tenant to ensure they use safely.

We take a harm reduction approach, which means staff is available to support residents who are in various phases of substance use and can ensure the safety of guests who are active substance users. The operator works with Vancouver Island Health in determining best practices to ensure tenants are safe and healthy.

When residents are ready to make a change, staff on site can connect them with the appropriate support services.

How is the sobriety of those recovering from addiction supported when drug use is permitted?

Supporting people in all stages of recovery is part of the continuum of care. Beginning with the intake process, connection with shelter support staff, outreach staff, and access to other community services is discussed.

External supports can also include connecting people to a Nurse Practitioner and a Licensed Practical Nurse, as well as access to substance use treatment programs facilitated by the local health authority.

Where do people get their drugs? Are you supplying them?

Neither BC Housing nor CVTS supply drugs. People access their drugs and alcohol in whatever manner they are accessing them currently.

DRAFT

TEMPORARY USE PERMIT

Permit No. TUP2301

Date of Issuance: TBD

Issued to: BC Housing

Subject Property: 1885 Cliffe Avenue Courtenay, BC

Folio No. 01214.000

The lands affected by and subject to this permit are shown on Schedule "A", Location Map, attached hereto, which forms an integral part of this permit, and are legally described as: Lot B, Section 68, Comox District, Plan 23642, Except part in Plan VIP72700

AUTHORITY TO ISSUE

This Temporary Use Permit is issued pursuant to Section 493 of the Local Government Act.

TEMPORARY USES AUTHORIZED

1. The temporary uses permitted on the Subject Property shall be:
 - (a) Supportive housing for 67 units plus support services;
 - (b) Site plan as shown on Schedule "B"
(the "Temporary Use").
-

VALIDITY OF PERMIT

2. This Permit is valid for three (3) years from the date of issuance as above.
 3. This Permit may be renewed only once, following application to and at the discretion of the Council of the City of Courtenay.
-

SPECIAL TERMS AND CONDITIONS

4. This permit is issued for the period of 3 years.
-

GENERAL TERMS AND CONDITIONS

5. The Temporary Use shall comply with the "Operator Agreement" provided here as Schedule "C".
6. The Subject shall be developed strictly in accordance with the terms and conditions and provisions of this Permit. This Permit is not a building permit.
7. Nothing in this permit shall in any way relieve the permit holder's obligation to ensure that the development proposal complies in every way with the statutes, regulations, requirements, covenants, easements, rights-of-way, and licences applicable to the development and the Subject Property.
8. Nothing in this Permit shall in any way relieve the permit holder's obligation to comply with all regulations for construction of structures (including the BC Building Code, BC Plumbing Code and the BC Fire Code) and requirements regarding the provision of on-site services pursuant to

the Public Health Act, the Fire Services Act, the Safety Standards Act, and any other provincial statutes.

9. The City of Courtenay may revoke this Permit if at any time the permit holder fails to comply with any obligation, prohibition, or term or condition imposed on it herein and fails to correct same within 30 calendar days of receiving written notice from the City of Courtenay.
10. As a condition of the issuance of this permit, and pursuant to Sections 495 and 496 of the Local Government Act, the landowner shall execute the undertaking attached hereto as Schedule "D", which forms an integral part of this permit, and deliver to the City of Courtenay the security set out below.

SECURITY DEPOSIT

11. As a condition of the issuance of this permit, and pursuant to Section 502 of the Local Government Act, the holder of the permit shall deliver to the City of Courtenay the security set out below:
 - (a) an irrevocable letter of credit in the amount of: \$TBD; or
 - (b) a cash deposit in the following amount: \$TBD.
12. Should the holder of this permit:
 - (a) fail to complete the works required to satisfy the conditions contained herein; or
 - (b) contravene a condition of the permit in such a way as to create an unsafe condition;then the City of Courtenay may undertake and complete the works required to satisfy the landscaping conditions, or carry out any construction required to correct an unsafe condition, at the cost of the holder of the permit and may apply the security in payment of the City of Courtenay's costs of so doing, with any excess to be returned to the holder of the permit.

LIST OF ATTACHMENTS

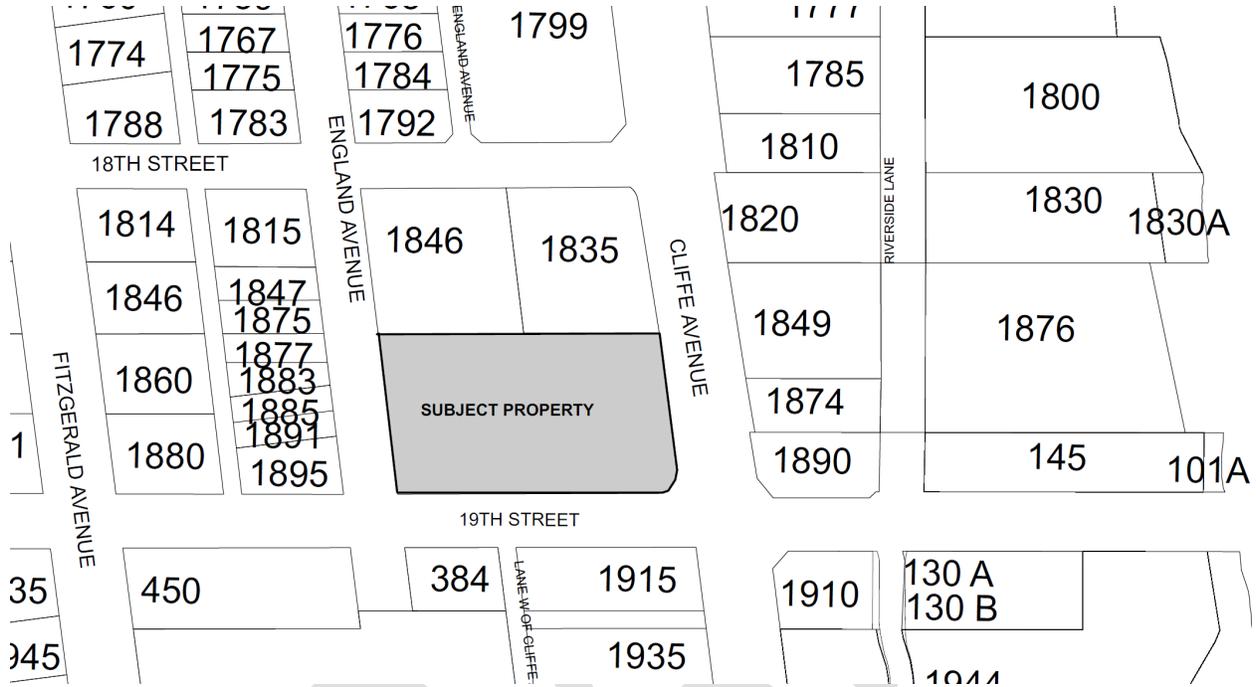
- Schedule "A": Location Map
- Schedule "B": Site Plan
- Schedule "C": Operator Agreement
- Schedule "D": Landowner Undertaking

Note: The City of Courtenay shall file a notice of this permit in the Land Title Office stating that the land described in the notice is subject to the Temporary Use Permit No.2031.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL OF THE CITY OF COURTENAY ON THE ____ DAY OF _____, 2023.

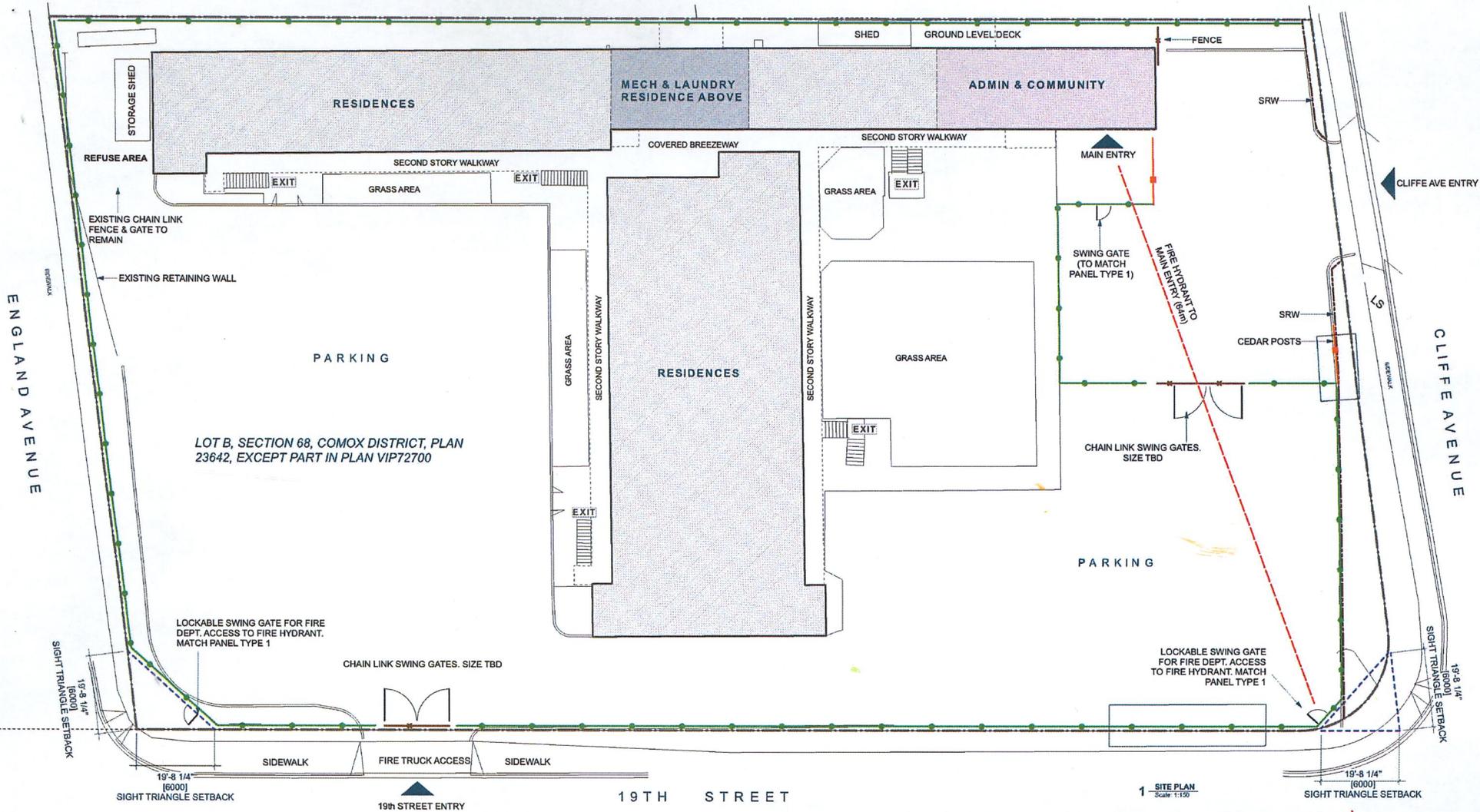
Authorized Signatory

Schedule A
Location Map



Schedule B
Site Plan

DRAFT

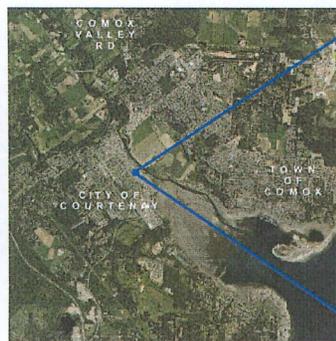


LOT B, SECTION 68, COMOX DISTRICT, PLAN 23642, EXCEPT PART IN PLAN VIP72700

1 SITE PLAN
Scale: 1:150

PROPERTY LINE	—●— PROPOSED NEW FENCE	○ FH FIRE HYDRANT
STATUTORY RIGHT OF WAY	—■— CEDAR POSTS	
EXISTING BUILDING	—■— CHAIN LINK ACCESS GATES	

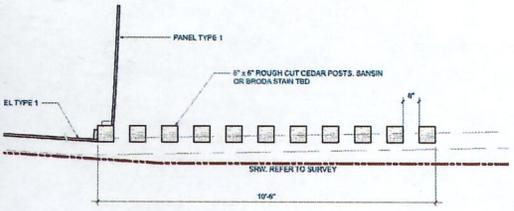
Authority: City of Courtenay
 Street Address: 1885 Cliffe Avenue
 Legal Description: Lot B, Section 68, Comox District, Plan 23642, Except Part in Plan VIP72700
 Zoning: MU-2
 Application Number: PID-000-720-232
 Project Description: Perimeter Fence and Access Gates
 Building Area: 1111.5 sm
 Front to Main Entry: 64m



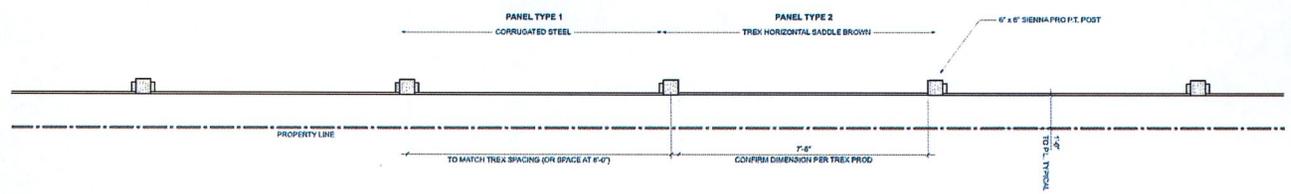
1 - CONTEXT Page 100 of 274
NTS

NEIGHBOURHOOD CONTEXT

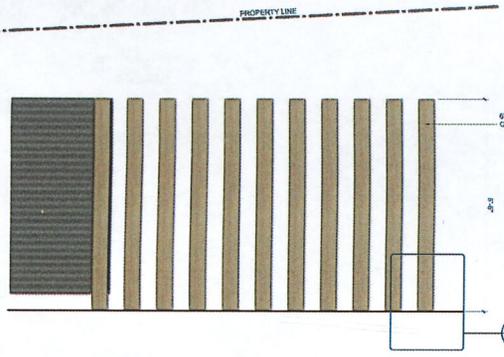
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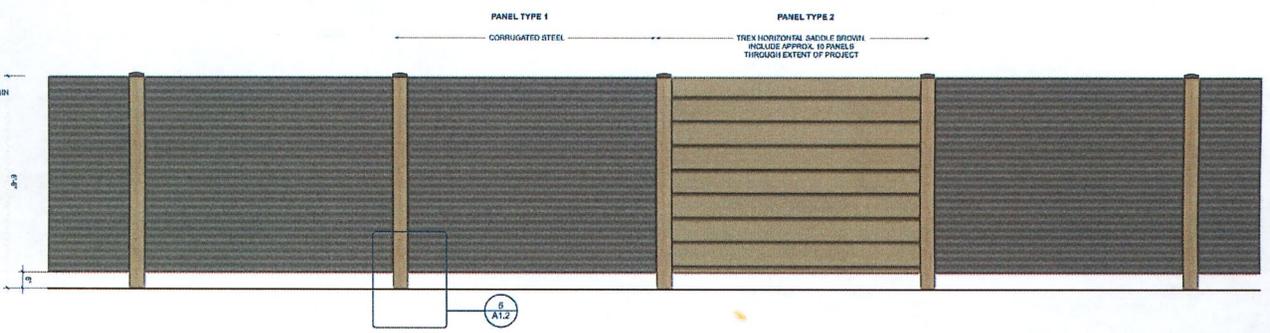
1 PLAN: CEDAR POSTS
Scale: 1/2" = 1'-0"



3 PLAN: FENCE PANELS
Scale: 1/2" = 1'-0"



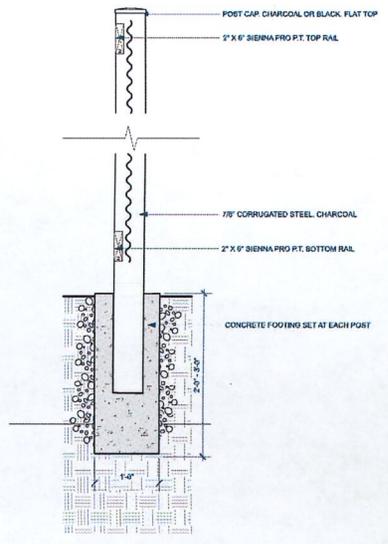
2 ELEVATION: CEDAR POSTS AT ENTRY



4 ELEVATION: FENCE PANEL TYPES



REFERENCE IMAGES
Scale: Actual Size



5 DETAIL: POST FOUNDATION & CAP
Scale: 1" = 1'-0"

Schedule C
Operator Agreement

DRAFT



SAMPLE AGREEMENT – SUBJECT TO CHANGE

OPERATOR AND SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is dated for reference <◆Date>

BCH File <◆File#>-02 / <◆Project reference#>

BETWEEN

<◆PROVIDER NAME>

<◆Provider's Address>

(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

<◆Development Address>

AGREEMENT SUMMARY

PART 1 – BACKGROUND

1. The goal of 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 owned by the Provincial Rental Housing Corporation (PRHC) and operated by the Provider under this Agreement.
3. On behalf of PRHC, BC Housing assumes responsibility for the administration of the Development.
4. The Development consists of <◆#> Residential Units for individuals who are experiencing Homelessness or are At Risk of Homelessness, and includes <◆describe amenity space>. 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.
5. 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.
6. The management of property and the delivery of services is 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.
7. This project has received funding from the Permanent Housing Plan (PHP).
8. 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.
9. BC Housing and the Provider agree that the Development is a Crown asset and is to be used for a social purpose that will further the Provincial objectives.
10. **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 Constatting 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. <◆#> of Meal; and
- g. <◆#> 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 is for an initial Term of three (3) years, beginning on <◆date>, and ending on <◆date> unless earlier terminated in accordance with this Agreement.
- b. The parties may mutually agree to renew this Agreement for an additional five (5) years subject to amendments made to this 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 following will be used to measure outcomes at the Development:

Outcome	Indicator	Measure
Residents who are Housed remain Housed at twenty-four (24) months	Number and percentage of Residents who are verified remain Housed at twenty-four (24) months; Reasons for Resident leaving the Development (e.g. found alternate Housing)	80% of Residents are Housed after twenty-four (24) months

- c. The Provider will strive to achieve this measure, however, where Residents do not remain Housed (i.e. if the Housing no longer meets the needs of the Resident), the Provider will notify BC Housing and will work with the Resident to find alternative appropriate Housing.
 - d. 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 – Rent Scale
- Schedule G – 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.

<◆PROVIDER NAME>

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

SAMPLE

SCHEDULE A – GENERAL PROVISIONS

A. DEFINITIONS

1. **"2SLGBTQAI+"** means an evolving acronym for lesbian, gay, bisexual, trans, two-spirit, queer, and additional identities.
2. **"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
3. **"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).
4. **"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.
5. **"Commencement Date"** means the first day of the Term in the *Agreement Summary, Part 3, Clause 1*.
6. **"Constituting Documents"** means the constitution and bylaws of the Provider, including any amendments, registered with the appropriate registry.
7. **"Database(s)"** means the computer applications provided by BC Housing to meet the operational and informational needs of the Provider and BC Housing.
8. **"Declaration of Income and Assets"** means the declaration to be completed by a Resident as evidence of the Income and Assets of that Resident.
9. **"Development"** means the housing development situated at <◆Address>.
10. **"Event of Default"** has the meaning set out in *Schedule A, Part G, Clause 1*.
11. **"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.
12. **"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.
13. **"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.
14. **"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.
15. **"Income"** of a Resident means the total income before income tax from all sources of the Resident in accordance with the Rent Scale.
16. **"Land"** means those lands and premises situated at the Development and legally described as PID <◆PID and legal description>.
17. **"Maintenance Plan"** means the maintenance standards and practices required to preserve the Development.
18. **"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.
19. **"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.
20. **"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.

21. **"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.
 22. **"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.
 23. **"Operating Subsidy"** has the meaning ascribed to it in *Schedule B*.
 24. **"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.
 25. **"Provincial Rental Housing Corporation" (PRHC)** is incorporated under the *Business Corporations Act* (British Columbia). PRHC is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds and disposes of properties, and leases residential properties to non-profit societies and co-operatives.
 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. **"Rent Scale"** means the rent scale attached as *Schedule F* as amended by BC Housing from time to time.
 28. **"Residency Agreement"** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
 29. **"Resident"** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
 30. **"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.
 31. **"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.
 32. **"Residential Unit"** means a residential dwelling within the Development.
 33. **"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.
 34. **"Staff"** means personnel who will maintain a presence in the Development to provide safety, security, administrative and other services to Residents.
 35. **"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.
 36. **"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*.
 37. **"Support Services Subsidy"** has the meaning ascribed to it in *Schedule B*.
 38. **"Term"** means the period set out in *Agreement Summary, Part 3, Clause 1*.
 39. **"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 Constatting 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 Constatting 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, His Majesty the King 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, His Majesty the King 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 calculate Resident Rent Contributions based on the Rent Scale. OR <◆ If flat rent structure> The Provider will set the rent at a flat rate of the maximum Income Assistance shelter rate. .
2. **Change in Household Composition.** The Provider will adjust the Resident Rent Contribution to reflect changes in household composition whenever such change occurs.
3. **Online Rent Calculation.** The Provider will enter into an online rent calculation agreement with BC Housing, 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. <◆ edit for flat rent structure>

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, except property taxes, grants in lieu, or equivalent. 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.

SCHEDULE C – MONITORING AND REPORTING

A. REPORTING

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

B. OPERATIONAL REVIEW

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

SCHEDULE D – RESIDENT AND STAFF MANAGEMENT

A. RESIDENT SELECTION AND MANAGEMENT

1. **No Landlord and Tenant Relationship.** No landlord and tenant relationship will exist between the Resident and BC Housing. It is understood that BC Housing will not be responsible to the Provider for any breach or failure of the Resident to observe any of the terms of the Residency Agreement between the Resident and the Provider, including the covenant to pay the Resident Rent Contribution.
2. **Resident Selection.** All Residents must be experiencing Homelessness or At Risk of Homelessness, with an Income at or less than HILs and must be placed in a Residential Unit appropriate to their household size, as determined by BC Housing from time to time.
3. **Resident Management.** The Provider will make all reasonable efforts to support and maintain the residency, however, the Provider is not expected to maintain the residency in the event of extenuating health and safety risks to the Resident, staff or other Residents (e.g. assaults/threats to Residents or staff and/or medical needs beyond what the Provider can accommodate).
4. **Coordinated Access and Assessment.** The Provider will collaborate with other providers in the community to select Residents using the Coordinated Access and Assessment process, where possible.
5. **Database.** Unless otherwise approved by BC Housing, Providers will use the Database specified by BC Housing to select Residents.
6. **Discrimination.** The Provider will select Residents without unlawful discrimination on the basis of race, religion, culture, sexual orientation, gender identity, social condition, or level of physical ability. Where specific populations are targeted, consideration of and compliance with applicable anti-discrimination legislation must be documented and submitted to BC Housing on request.
7. **Full Occupancy.** The Provider will use all reasonable efforts to maintain full occupancy of the Development, and will notify BC Housing of any extended vacancies.
8. **Membership in Provider.** The Provider will not require a Resident to be a member of the Provider.
9. **Residency Agreements.** The Provider will enter into a Residency Agreement with each Resident and all Residency Agreements will be in compliance with the governing legislation.
10. **Resident Relations.** The Provider will establish policies and procedures to:
 - a. select Residents in an open, fair, consistent and non-discriminatory way;
 - b. serve Residents promptly and courteously, with clear and informative communication;
 - c. provide each Resident with access to information concerning that Resident and protect the privacy of Residents; and
 - d. develop an appeals process for Resident related issues. The process must be transparent and accessible for all applicants and Residents.
11. **Proof of Income.** 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. 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. 2SLGBTQAI+ awareness training;
 - h. Trauma-informed practice training
 - i. Staff self-care training;
 - j. Vulnerability Assessment Tool (VAT) training; and
 - k. BC Housing Database training.

SCHEDULE E – AUTHORIZATION TO DISCLOSE PERSONAL INFORMATION

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

**<◆ PROVIDER NAME>
EXCHANGE OF INFORMATION**

Part 1 – To OBTAIN information

I, _____, born on (date) _____

authorize _____ to obtain the minimum information necessary from:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

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

Signature: _____ Witness: _____

Date: Month _____ Day _____ Year _____

Part 2 – To RELEASE information

I, _____, born on (date) _____

authorize _____ to release the minimum information necessary to:

Agency name: _____

Agency contact: _____

Address: _____

Phone: _____

For the purpose of: _____

Signature: _____ Witness: _____

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

Dated at _____ this _____ day of _____, _____

<◆ Provider Name> complies with all applicable privacy laws. If you have questions about the way we handle your private information, please ask to speak to the Executive Director.

SCHEDULE F – RENT SCALE

A. RESIDENT INCOME

1. The Resident Rent Contribution will not exceed a set percentage¹, as determined from time to time by BC Housing, of the Resident's Income, and the following will apply:
 - a. gross income is always used and will be based on either:
 - i. a review of the previous year's income tax return, plus a declaration of non-taxable income amounts; or
 - ii. an assessment of current income and assets.
 - b. a minimum Resident Rent Contribution is applied based on applicable household size and age of the Resident; and
 - c. the Resident Rent Contribution of a Resident in receipt of Income Assistance will be fixed at an amount as set out in *Schedule F, Part E*.

B. EXEMPTIONS FROM INCOME

1. The following are exempt from inclusion in Income:
 - a. Excluded Government Payments:
 - i. a payment, refund, or credit from the provincial or federal government, including income tax refund, Canada Child Benefit, or Child Care Subsidy received for dependent children;
 - ii. a child benefit received from the Canada Pension Plan (CPP);
 - iii. a survivor's death benefit received from Canada Pension Plan (one-time payment only);
 - iv. Income from foster parenting;
 - v. payments under the Child in Home of Relative and Extended Family Program;
 - vi. a special allowance for resettlement assistance; and
 - vii. payments received from the Shelter Aid For Elderly Renters (SAFER) program, Rental Assistance Program, or a rent supplement funded by BC Housing.
 - b. Excluded Employment Related Payments:
 - i. earnings of dependent children under the age of nineteen (19);
 - ii. earnings of dependent children aged nineteen (19) to twenty-four (24) who are full-time students;
 - iii. earnings of dependent children of any age who, because of mental or physical infirmity, is considered a dependent for income tax purposes;
 - iv. a one-time lump sum severance/settlement payment;
 - v. a business expense deduction from self-employed earnings (Not exempted: management fees, salaries or wages paid to any household members, business-use-of-home expenses, capital cost allowance and rent (if the business is being operated out of the home) and any other expense of a personal nature); and
 - vi. taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.
 - c. Excluded Income for Veterans and Victims of War:
 - i. a periodic or lump sum war reparation payment; and
 - ii. a benefit from War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada, including special allowances under the Veterans Disability Pension Program.
 - d. Excluded Education or Training Payments:
 - i. student loans, equalization payments, student grants, scholarships, fellowships or bursaries received by a student aged nineteen (19) to twenty-four (24) in attendance at a post-secondary institution in British Columbia; and
 - ii. a payment received for board and lodging of a student attending secondary school off the reserve.

¹ Currently: 30% of income

- e. Other Excluded Payments:
 - i. extraordinary compensation payments, including Indian Residential School, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry;
 - ii. child support paid by the non-custodial parent and government benefits intended for the benefit of children (CPP children's benefits, WorkSafe BC child benefits, Public Guardian and Trustee payment for children, Post-Adoption Assistance, etc.);
 - iii. a one-time donation from a religious, charitable, or benevolent organization;
 - iv. insurance settlements, inheritances, and disability awards in the year they are received (in subsequent years these are considered as assets); and
 - v. income of live-in caregivers where their sole income source is dependent on them living in the unit to provide care for a member of the income tested household.

C. ASSETS

- 1. Assets include:
 - a. cash;
 - b. accounts in financial institutions;
 - c. stocks, bonds and other investments;
 - d. real estate equity;
 - e. equity in a business;
 - f. non-discretionary trust funds; and
 - g. other items of a potential income earning nature.
- 2. Asset Exemptions include:
 - a. Registered Retirement Savings Plans (RRSPs);
 - b. Registered Education Savings Plans (RESPs);
 - c. Registered Disability Savings Plans (RDSPs);
 - d. assets derived from extraordinary compensatory packages from government (including, but not limited to payments related to: Indian Residential Schools, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry);
 - e. BC Housing approved asset development savings accounts (for the period that the individual is participating in the asset development program); and
 - f. Discretionary Trusts or Trust Funds from settlements (ICBC, WorkSafe BC)

D. INCOME FROM ASSETS

- 1. Income from assets is determined by exempting the first \$10,000.00 from total assets and computing the balance at a percentage per annum² as may be set from time to time by BC Housing.

E. DETERMINATION OF RESIDENT RENT CONTRIBUTION FOR RESIDENTS RECEIVING INCOME ASSISTANCE

- 1. The Provider will set the Resident Rent Contribution for each Residential Unit where the Resident is in receipt of Income Assistance by applying a flat rate applicable to the appropriate household size, as determined by BC Housing.
- 2. If the flat rate charged for Resident Rent Contribution changes, reasonable notice will be given to the Resident, as determined by BC Housing.

F. NOTES

- 1. BC Housing may change all or part of this scale at any time.
- 2. An adjustment for resident paid heating costs may be made in an amount as determined from time to time by BC Housing.

² At January 2020 1% per annum

SCHEDULE G – INSURANCE

A. INSURANCE – THE PROVIDER

1. The Provider will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to BC Housing, in its sole discretion.
 - a. Commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, and include liability assumed under this Agreement, a cross liability or severability of interests clause, British Columbia Housing Management Commission and Provincial Rental Housing Corporation 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 add BC Housing and Provincial Rental Housing Corporation as additional named insured under any insurance policies obtained pursuant to this Agreement.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).

B. INSURANCE – BC HOUSING

1. **Development.** BC Housing will maintain owner insurance on the Development against loss by fire, theft and related perils. This insurance may be in accordance with BC Housing's self-insurance fund or by a policy underwritten by a qualified insurer, at BC Housing's discretion.

Schedule D

Landowner Undertaking

TO: The City of Courtenay

I, Provincial Rental Housing Corporation (PHRC), being the owner of Lot B, Section 68, Comox District, Plan 23642, Except part in Plan VIP72700 (Legal Description) Known as 1885 Cliffe Avenue Courtenay BC (Civic Address)

hereby undertake as a condition of issuance of my temporary use permit to:

- (a) carry out the Temporary Use, as defined in Temporary Use Permit No TUP2301, strictly in accordance with the terms of that permit; and
- (b) restore the Subject Property, as defined in Temporary Use Permit No TUP2301, to either the condition that existed prior to the start of the temporary use or the condition specified in that permit;

all of which shall be done not later than the date the Temporary Use Permit No TUP2301 expires (collectively my "Undertaking").

I further understand that should I not fulfill my Undertaking, the City of Courtenay or its employees, agents or contractors may enter upon the Subject Land to perform such work as is necessary to eliminate the Temporary Use and bring the use and occupancy of the Subject Property into compliance with Zoning Bylaw No. 2500, 2007, as amended, and that any securities submitted by me to the City of Courtenay pursuant to Temporary Use Permit No TUP2301 shall be forfeited and applied to the cost of demolishing or removing a building or other structure and restoring the Subject Property.

Furthermore, I hereby release, indemnify and save the City of Courtenay, its elected officials, officers, employees and agents harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the granting or existence or enforcement of my Undertaking.

This undertaking is attached hereto and forms part of Temporary Use Permit No TUP2301.

(Owner)

(Witness)

APPENDIX I

NOTICE OF PERMIT

TO: Land Title and Survey Authority of British Columbia

TAKE NOTICE THAT the land described below is subject to a permit issued by CITY OF COURTENAY.

Particulars of Permit: To permit *Supportive Housing* as a use in the MU-2 zone which is supported by the Official Community Plan Bylaw No. 3070, 2022.

Permit Description

- (a) Type of Permit: Temporary Use Permit No. 2301
- (b) Statutory Authority: Section 493 of the *Local Government Act*
- (c) Parcel Identifier of Lands Affected: 000720232
- (d) Legal Description of Lands Affected: Lot B, Section 68, Comox District, Plan 23642, Except part in Plan VIP72700
- (e) Civic Address of Lands Affected: 1885 Cliffe Avenue Courtenay, BC

Issue Date: TBD

Expiry Date: TBD

Dated this __ day of _____, 202__,

THE City of Courtenay

Authorized Signatory

From: [REDACTED]
To: [PlanningAlias](#)
Subject: temporary use permit 1885 Cliffe Ave.
Date: Saturday, July 8, 2023 8:11:36 PM

I feel strongly that Council should NOT approve the Temporary Use Permit at the above address for the following reason:

- The proposed use is not a solution to the escalating problem of vagrants, homeless people, people living on the street, criminals and people needing mental health care congregating in the downtown area of Courtenay.
- This process of having a public meeting and public input at this time is flawed because it appears that that the 'deed is done', with the once well-kept property of the motel now turned into an unsightly and uninviting walled fortress on the main thoroughfare in our community.

Greg Brown

[REDACTED]

Courtenay

From: [Viva Pappel](#)
To: [PlanningAlias](#)
Subject: Public input opportunity
Date: Saturday, July 8, 2023 11:58:10 AM

Good morning,

I have been asked to weigh in on the application for supportive housing at 1885 Cliffe Avenue.

There are 3 points that I think the City should elaborate on.

1. What exactly is “supportive housing”? Is this to shelter the homeless?

Who has top priority, ie. single mums, women and children fleeing abuse?

Will it accommodate people with great physical and or mental disabilities?

2. The word “temporary “ is I believe misleading. I don’t believe that the possibility of six years is actually temporary.

3. I hope that the businesses and residents who might be impacted the most should have a big say in whether or not this permit is granted.

Yours, Viva Pappel

Sent from my iPad

From: [John Pappel](#)
To: [PlanningAlias](#)
Subject: Temporary Use Permit 1885 Cliffe Ave
Date: Saturday, July 8, 2023 10:51:49 AM

To Whom it May concern,

I am firmly opposed to this permit application. This type of housing has lead to higher crime rates in similar areas in Nanaimo. With the advent of the free drug policy and the current bail system , this is a very bad idea for Courtenay. This industry of social workers and their accompanying lawyers have a vested interest in promoting these types of housing for people who are transient to Vancouver Island.

Is BC housing looking to offload their homeless problems in Vancouver to smaller communities on Vancouver Island. This type of housing will be a natural attraction for transients to move here. The trash, drug paraphernalia, and antisocial behavior is not something you want your children being exposed to.

What type of community do you want Courtenay to become? The tax paying citizens and business in the area will need to support higher policing costs and other services. Look at the fire recently in Vernon destroying an number of businesses there as an example of what you will have to look forward to.

Sincerely,
John E Pappel

Sent from my iPhone

From: [REDACTED]
Cc: [PlanningAlias](#)
[Peter Barnacle](#); [Claire Card - U of S](#)
Subject: Public Input Temporary Use Permit 1885 Cliffe Avenue
Date: Friday, July 7, 2023 12:04:31 PM

Hello

RE: BC Housing - File Number TUP00008

We are co-strata title holders for a suite at Old House Hotel & Spa and wish to express our support for the BC Housing application. Supportive Housing is an important program for housing units with individualized services for those in the Comox Valley with underlying health and social needs. BC Housing is to commended for their initiative and we hope that the City of Courtenay will approve the permit application.

Please accept this as support for the application.

Yours

Peter Barnacle
Claire Card

From: [Cole Makinson](#)
To: [PlanningAlias](#)
Subject: Super8 Supportive Housing Temporary Rezoning
Date: Tuesday, July 4, 2023 12:46:44 PM

Hello,

I would like to express my opposition to the temporary rezoning for the Super 8 motel for supportive housing. The area is currently not zoned for this use, and it seems like the province needs better planning/collaboration with City of Courtenay staff to ensure it aligns with the City's plans. I support Courtenay's push for the Province to provide permanent purpose built housing. Allowing this temporary rezoning would provide the Province an opportunity to not fulfill their requirements and continue with band-aid solutions.

Courtenay is increasingly feeling unsafe in the downtown area and condensing these services without proper planning with Courtenay staff is not aiding the situation. I have a young family that live and work in the downtown area, and we are increasingly losing access to public spaces due to safety issues. The chosen location is ~600m away from Courtenay Elementary School.

There were many issues at the temporary location at the travel lodge (stabbings, fires, etc). Why would we want to move this closer to an elementary school and residential area without thorough planning?

<https://www.vancouverislandfreedaily.com/news/witness-describes-sunday-evening-courtenay-stabbing-scene-there-was-blood-everywhere-2/>

<https://www.comoxvalleyrecord.com/news/with-video-early-morning-fire-displaces-residents-at-courtenay-motel/>

Cole Makinson
Courtenay, BC

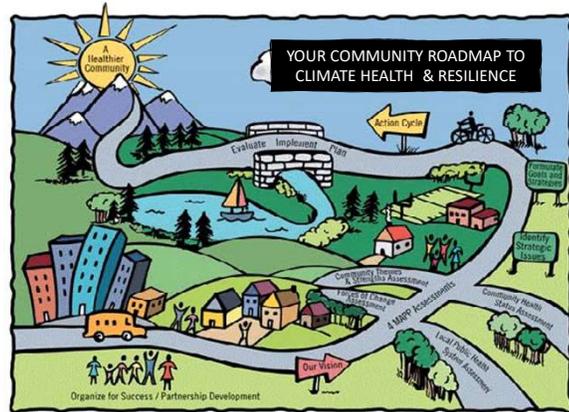
From: [Natalie Fisher](#)
To: [PlanningAlias](#)
Subject: super 8 transitional housing
Date: Wednesday, July 5, 2023 9:25:30 PM

Hello,

I support the motion to grant the temporary use permit to convert super 8 motel into supportive housing. I know that people need housing first before they can tackle any other issues such as trauma, drugs, alcohol, neglect, abuse, mental illness and of course homelessness. Providing an opportunity for people to become stabilized is paramount. I know that travelodge has had its issues but I am sure that issues are being tackled so that things become better for clients and surrounding neighbors. The new location is only 1.2 km away from its present location and will have someone on site 24/7. Comox Valley transition society is trying to change lives and bring hope to people who for too long have been invisible and marginalized. Council please expedite this permit so that all our citizens can get the resources and support they need to move forward with their lives.

Cheers,

Natalie Fisher
23 year resident of Comox Valley



Climate change, health & community planning: Co-benefits of climate adaptation

Dr. Paivi Abernethy, Climate Change & Health Lead
 Dr. Charmaine Enns, Medical Health Officer, North Island
 Courtenay Municipal Council Meeting, Courtenay, July 12, 2023



We respectfully and with gratitude acknowledge that we are visiting the unceded territory of K'ómoks Nation



Our support to the municipal plans & priorities

- Prioritize infrastructure investment using a multiple bottom line decision-making approach based generally on the following parameters and priorities:
 - b. Public health and safety;
 - c. Environmental responsibility.
- Community well-being is a cardinal direction of the OCP which recognizes the social determinants of health as a guiding and systemic framework
- Take actions to address public health and environmental issues as they are identified and, where possible, before they arise.



Municipal Corporate Climate Action Themes

5. Protect and restore *natural assets* on municipal land
6. Include climate adaptation considerations in all municipal infrastructure



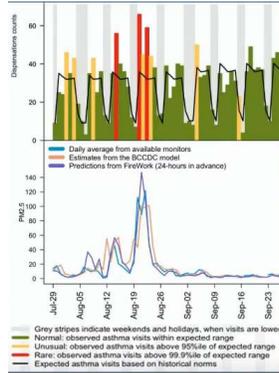
Vancouver Island climate health challenges

E.g. Heat dome in 2021:

- 48 heat-related deaths on Vancouver Island between 25/6 - 1/7 in 2021 (one week)
- 92% of deaths in adults 60+ years
- Majority of deaths inside a residence (96%)

→ 16% of water systems have experienced water shortages

Vancouver Island Drinking Water Operator Survey 2021

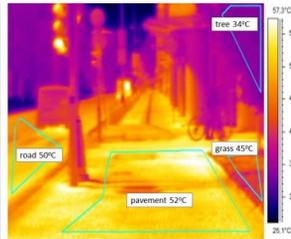


Extremes

- Days per year over 25°C are expected to occur nearly three times as often by 2050s. *BASELINE of 11 days per year*
- Days per year over 30°C are expected to occur six times as often by 2050s.⁸¹ *BASELINE of 1 day per year*
- 12% increase (+ 4°C) in "1-in-20 hottest day" temperature by 2050s.⁸² *BASELINE of 32°C*
- Increase in frequency and magnitude of extreme rainfall.
- Days with heavy rain⁸³ are expected to occur up to 20% more often by 2050s.
- 27% more of the rain falling will fall in heavy rain events by 2050s.



How is community planning connected to climate change impacts on health?



(Pokorny et al. 2018)



(<https://www.bizjournals.com/portland/blog/sbo/2014/01/world-cities-looking-to-portland-for.html>)

Examples:

- Heat impacts on health: Cooling, air purifying & mental health effects of trees
- Pollution/ mold impacts on health: Bioswales reduce strain on a city's municipal sewer system & limiting storm water pollution



Quick-fixes

For long-term solutions

- Indoor and outdoor shades
- Windows (E.g. Spectrally selective low-E glass)
- Heat pumps with air conditioning

Critical short-term solutions

- Cooling spaces (incl. transportation to them)
 - Multiple brief cooling opportunities
- Availability of drinking water



“In older homes, windows are often one of the largest sources of heat loss in winter, due to air leakage and the windows' low insulating qualities. Windows are also the major source of unwanted heat gain in the summer.”

<https://www.hgtv.com/design/remodel/mechanical-systems/the-best-window-for-a-mixed-climate>

Long-term systemic plans

- Chronic disease prevention
- Infectious disease prevention
- Mental health
- Community resiliency through infrastructure facilitated interaction & increased sense of community

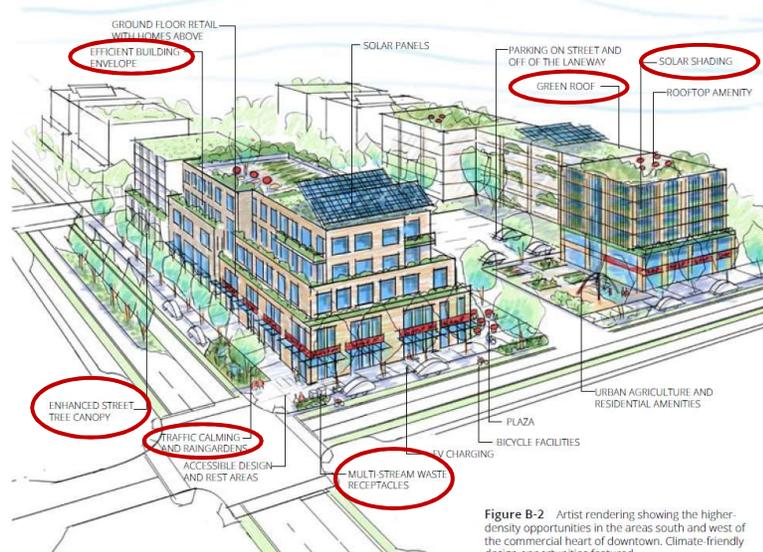


Figure B-2 Artist rendering showing the higher-density opportunities in the areas south and west of the commercial heart of downtown. Climate-friendly design opportunities featured.

Co-benefits

- E.g. planting trees & increasing green spaces:
 - ✓ Reduced temperature/increased shade
 - ✓ Reduced air pollution/increased air quality
 - ✓ Reduced water pollution
 - ✓ Improves the viability of local businesses
 - ✓ Mental health
 - ✓ Strengthens local biodiversity
 - ✓ Carbon sinks
 - ✓ Strengthens social cohesion & connectedness
 - ✓ More attractive to tourists and other visitors (incl. current & potential new residents)
 - ✓ Children's environmental health (positive impacts on learning & other aspects of child development)
 - ✓ Improves healing, recovery & overall well-being



Food for thought:

- Diverse trees
 - Resiliency/sustainability
 - Fruit-carrying trees
 - Pollen
- Combination of trees & drought tolerant and/or fertilizing plants (local species)
 - Rain gardens
 - Nutrition
 - Regeneration/reduced watering needs
- Addressing forest fire concerns
 - Density
 - Removal of excessive twigs & dried leaves
 - Fire resistant species



How can we best work together?

- Advisory Committee for our Climate Change & Health Program
 - ✓ Climate Health Community Forum
- What are your existing strengths?
- What are your needs re climate impacts on health & strengthening community resiliency?



COMOX VALLEY
COMMUNITY
HEALTH
NETWORK



Mental illness or cognitive impairment
 Chronic disease

Conditions such as schizophrenia, depression, anxiety, and dementia can reduce awareness of heat-related risks.
 Chronic diseases such as diabetes, heart disease, respiratory disease, and cancer can limit the body's ability to cool.

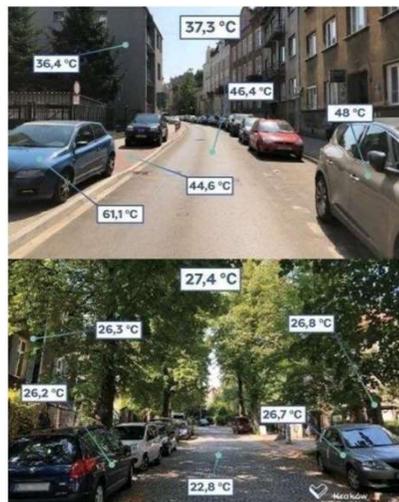
Contact

Dr. Charmaine Enns, MD
Medical Health Officer, North Island
Population and Public Health
Island Health

Cell: 250.331.8592 ext.68592
eMail: charmaine.enns@islandhealth.ca

Dr. Paivi Abernethy, PhD
Climate Change & Health Lead
Healthy Communities
Population and Public Health
Island Health

Cell: 250.268.3004
eMail: paivi.abernethy@islandhealth.ca



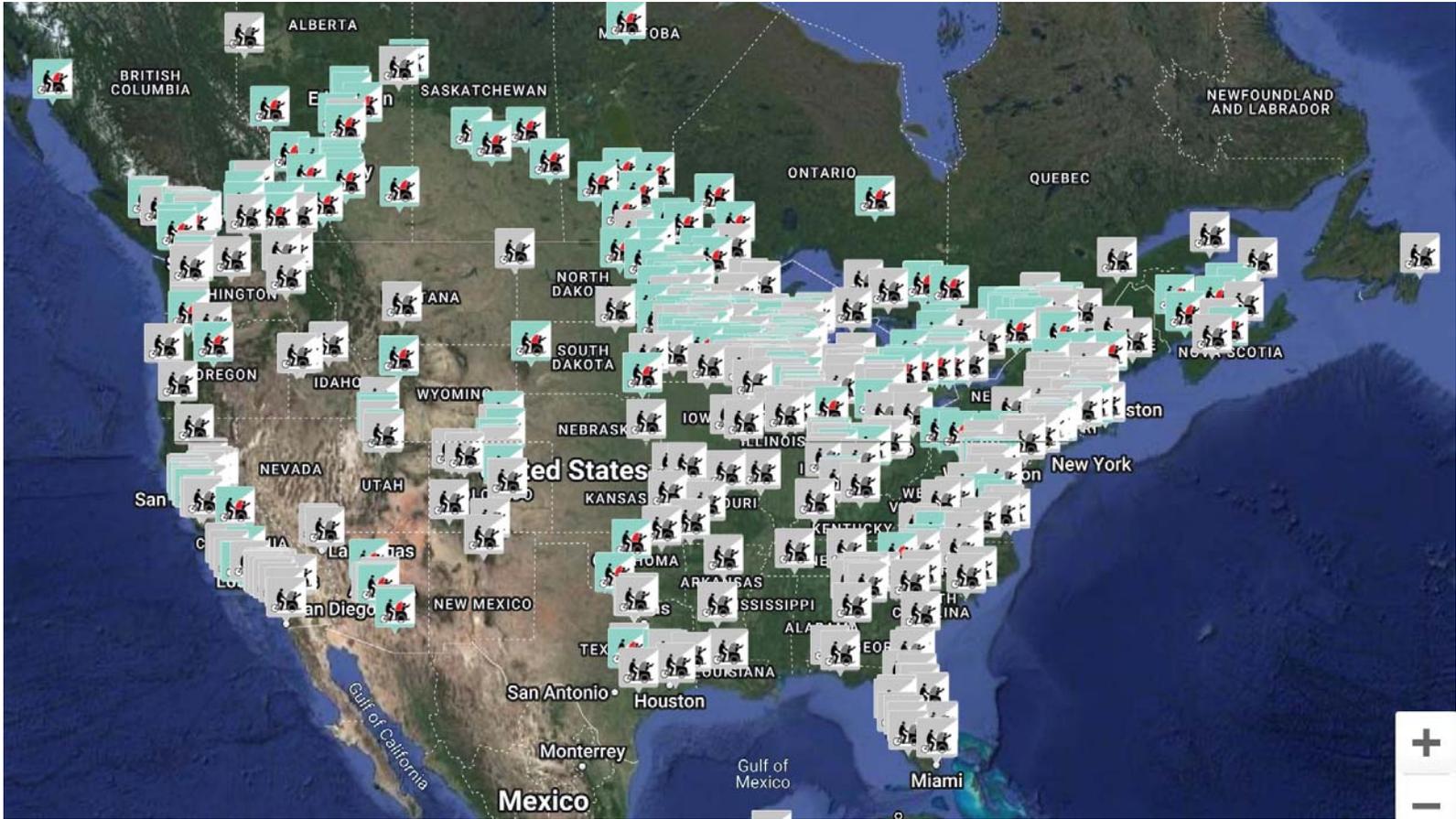


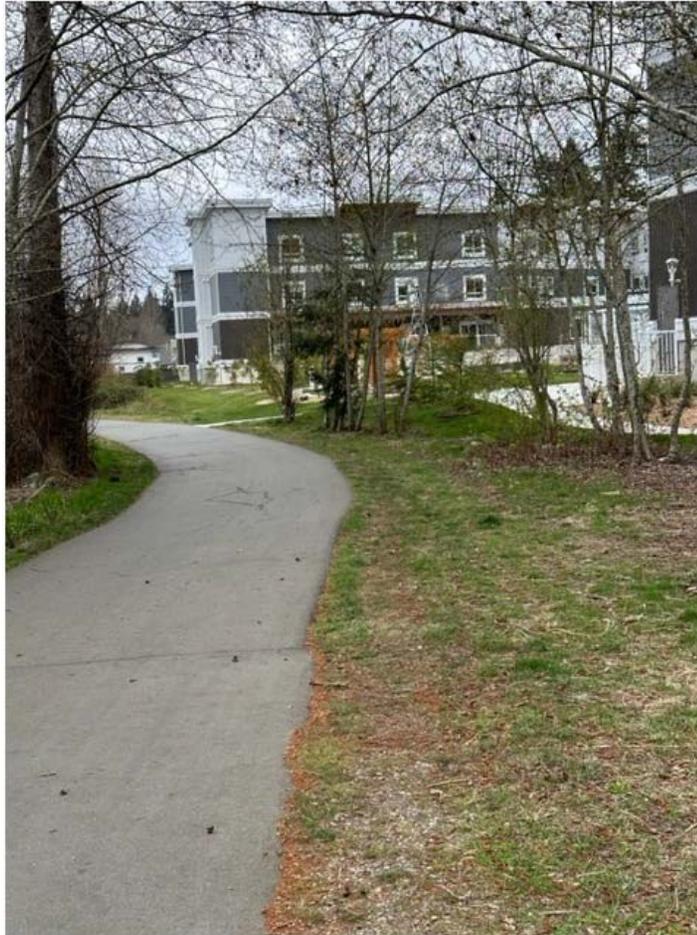
CYCLING
WITHOUT
AGE

COURTENAY

























Dawn Collins

Dawn.collins@cyclingwithoutage.com

For more information

<https://cyclingwithoutage.org>



STAFF REPORT

To: Council

File No.: 0320-01

From: Director of Corporate Services

Date: July 12, 2023

Subject: Resident Survey - Your Courtenay, Your Voice – Unique Questions Selection

PURPOSE: To seek Council approval of the unique survey questions to be included in the 2023 Resident Survey, *“Your Courtenay, Your Voice”*.

BACKGROUND:

A report entitled “2023 Resident Survey – Your Courtenay, Your Voice” was presented to Council at the June 14, 2023 Council meeting. The report outlined the 2023 Resident Survey approach, timeline and objectives. The phone survey will take approximately fifteen (15) minutes, of which ten (10) minutes are dedicated to standardized local government service questions and the remaining five (5) minutes are available for unique questions as selected by the City. Standardized questions provide the City with the opportunity to consistently evaluate public perceptions and experiences, and compare City service rating and trends with other local governments over time. Unique questions are those that may be of interest in a particular year.

DISCUSSION:

In addition to the standardized benchmarking questions, staff have identified the following question objectives for Council’s consideration to be included on the 2023 resident survey. Questions to determine or identify:

- public alignment with the current City crest and community identity
- improvements or changes, if any, residents would like to see in the City’s image
- how residents become aware of City initiatives, decisions and services
- specific initiatives or programs residents would like to see that would enhance the quality of life in our community
- perspective on the City’s current efforts in promoting diversity, equity, and inclusion within the community

The wording and approach of the specific survey questions would be designed by the consulting survey team to ensure the questions are asked in a way that will result in the most meaningful outcome.

Recognizing the desire to seek feedback from Courtenay residents on a variety of topics and the constraints of the survey, should the City decide to conduct the survey on an annual basis, the unique questions can change each year to solicit feedback and insight on a variety of topics over time.

FINANCIAL IMPLICATIONS:

The 2023 Resident Survey, *Your Courtenay, Your Voice* will cost approximately \$30,000 and funding is included in the 2023 Corporate Services budget.

ADMINISTRATIVE IMPLICATIONS:

The survey development will be led by Forum Research Inc., a research firm that has extensive experience in public opinion polling and citizen satisfaction surveys. Benchmark and unique survey question selection will be informed by all City departments and Council.

External communications will be primarily conducted by the survey company, supported by Corporate Communications through distribution on the City website and social media channels.

All activities are part of the 2023 Corporate Services workplan.

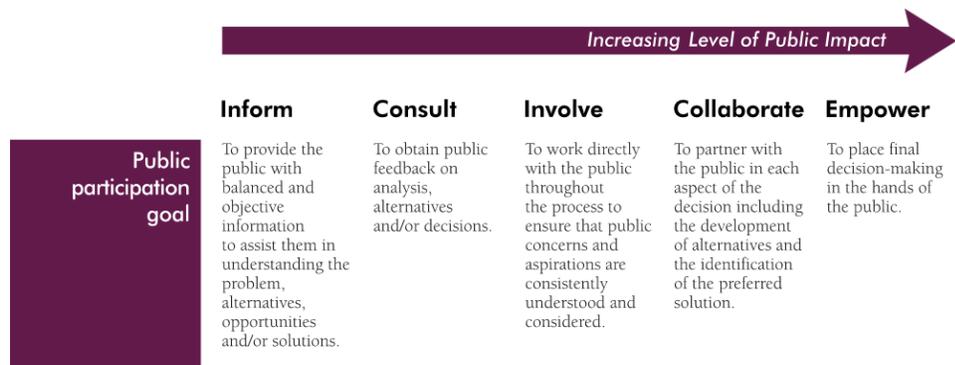
STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Good Governance - Increase community engagement for all segments of the community: complete communication strategy, community survey, and community engagement strategy

PUBLIC ENGAGEMENT:

Staff would consult the public based on the IAP2 Spectrum of Public Participation:



© International Association for Public Participation www.iap2.org

OPTIONS:

1. THAT Council direct staff to develop survey questions for inclusion in the 2023 Resident Survey, Your Courtenay, Your Voice to solicit feedback on the following objectives:
 - public alignment with current City crest and community identity
 - improvements or changes, if any, residents would like to see in the City’s image
 - how residents become aware of City initiatives, decisions and services
 - specific initiatives or programs residents would like to see that would enhance the quality of life in our community
 - perspective on the City’s current efforts in promoting diversity, equity, and inclusion within the community

1. THAT Council provide alternative direction to staff.

Prepared by: Kate O’Connell, Director of Corporate Services

Reviewed by: Anne Guillo, Manager of Communications

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



STAFF REPORT

To: Council

File No.: 3360-20-2302/RZ000075 & 3360-20-2201/RZ000065

From: Director of Development Services

Date: July 12, 2023

Subject: Change in Legislation – Request for Reconsideration

PURPOSE:

To request Council reconsider 1st and 2nd readings of Bylaw No. 3063 (1814 Grieve Avenue) and Bylaw No. 3095 (4655a Madrona Place) to ensure compliance with new legislated notification requirements.

BACKGROUND:

Bill 26 was introduced in the legislature on October 26, 2021 and proposed amendments to various sections in the Community Charter, the Local Government Act and others. The changes to section 464 of the Local Government Act removed the default requirement for local governments to hold public hearings for zoning bylaw amendments that are consistent with the official community plan (OCP). Instead, approval of such zoning bylaws would proceed by default without public hearings, thereby removing the need for local governments to go through the process of waiving these hearings (which was previously required).

In order to provide transparency in such cases, the newly amended legislation required that a local government provide public notice of a zoning bylaw before the bylaw is considered at first reading. This approach to notice differs from the past practice required to waive a public hearing, which had notice provided after the 2nd reading of the bylaw.

DISCUSSION:

Notifications have been prepared and distributed based on the new legislative requirements for two rezoning applications: 1814 Grieve Avenue and 4655a Madrona Place. In seeking Council's consideration to waive the public hearing (consistent with the pre-amendment approach), the respective June 28, 2023 staff reports recommended Council give 1st and 2nd reading to the respective bylaws. This practice was in accordance with the previous legislative requirements, but does not meet the newly updated requirement of providing notice prior to 1st reading of the bylaw. Therefore, to meet the legislated notice requirements regarding rezonings that do not require a public hearing, it is requested that Council reconsider the following motions:

1814 Grieve Avenue, originally considered at the June 28, 2023 Council meeting:

THAT Council give First and Second Readings to "Zoning Amendment Bylaw No. 3063" (1814 Grieve Ave) subject to the following conditions prior to adoption;

- a. 219 Covenant for Community Amenity Contributions; and*
- b. 219 Covenant to ensure a 3m vegetation buffer is installed along the northeast and southeast property lines.*
- c. A Preliminary layout Plan be issued.*

THAT Council not hold a public hearing as per section 464(2)(b) of the Local Government Act as "Zoning Amendment Bylaw No. 3063" (1814 Grieve Ave) consistent with the City's Official Community Plan; and

THAT Council direct staff to issue public notice as per section 467 of the Local Government Act that a public hearing will not be held for “Zoning Amendment Bylaw No. 3063” (1814 Grieve Ave).

4655a Madrona Place, originally considered at the June 28, 2022 Council meeting:

THAT Council give First and Second Reading to “Zoning Amendment Bylaw No. 3095” to amend Zoning Bylaw No. 2500, 2007, Part 24 – Industrial Two Zone (I-2), section 8.24.1 Permitted Uses to add day care use in Unit A of Strata Lot 5, District Lot 236, Comox District, Strata Plan VIS5235 (4655a Madrona Place); and

THAT Council not hold a public hearing as per section 464 2 (b) of the Local Government Act as the proposed zoning is consistent with the Official Community Plan; and

THAT a public notice is given as per section 467 of the Local Government Act.

Upon reconsideration of the aforementioned motions, it is requested that Council amend both motions to remove the reference to the public hearing and the notice. A motion of Council is no longer required to “waive” a public hearing and direction is not required regarding notice as it is a legislated requirement that the City is obligated to provide. After amending the motion, it is requested Council defer 1st and 2nd reading of both bylaws to the July 26, 2023 Council meeting.

POLICY ANALYSIS:

Council may reconsider a matter at the next Council meeting in accordance with section 40 “Reconsideration of Matter by Council Member”.

FINANCIAL IMPLICATIONS:

There are no financial implications.

ADMINISTRATIVE IMPLICATIONS:

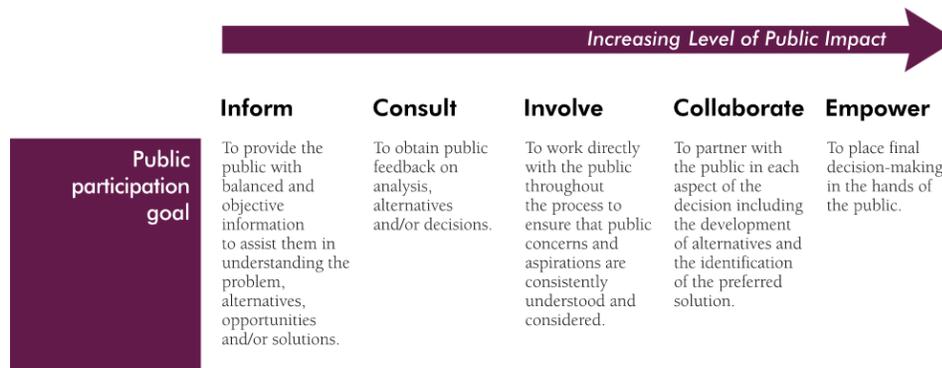
Staff will provide notice and report back to Council on any public comments received at the July 26th Council meeting.

STRATEGIC PRIORITIES REFERENCE:

Not applicable.

PUBLIC ENGAGEMENT:

Staff would inform and consult the public based on the IAP2 Spectrum of Public Participation:



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OPTIONS:

To be read as separate motions:

1) 1814 Grieve Avenue

THAT Council reconsider the following motion in accordance with section 40 of the Council Procedure Bylaw:

THAT Council give First and Second Readings to “Zoning Amendment Bylaw No. 3063” (1814 Grieve Ave) subject to the following conditions prior to adoption;

- a. 219 Covenant for Community Amenity Contributions; and*
- b. 219 Covenant to ensure a 3m vegetation buffer is installed along the northeast and southeast property lines.*
- c. A Preliminary layout Plan be issued.*

THAT Council not hold a public hearing as per section 464(2)(b) of the Local Government Act as “Zoning Amendment Bylaw No. 3063” (1814 Grieve Ave) consistent with the City’s Official Community Plan; and

THAT Council direct staff to issue public notice as per section 467 of the Local Government Act that a public hearing will not be held for “Zoning Amendment Bylaw No. 3063” (1814 Grieve Ave).

2) 4655a Madrona Place

THAT Council reconsider the following motion in accordance with section 40 of the Council Procedure Bylaw:

THAT Council give First and Second Reading to “Zoning Amendment Bylaw No. 3095” to amend Zoning Bylaw No. 2500, 2007, Part 24 – Industrial Two Zone (I-2), section 8.24.1 Permitted Uses to add day care use in Unit A of Strata Lot 5, District Lot 236, Comox District, Strata Plan VIS5235 (4655a Madrona Place); and

THAT Council not hold a public hearing as per section 464 2 (b) of the Local Government Act as the proposed zoning is consistent with the Official Community Plan; and

THAT a public notice is given as per section 467 of the Local Government Act.

2. THAT Council provide alternative direction to staff.

Prepared by: Kate O’Connell, Director of Corporate Services

Reviewed by: Adriana Proton, Manager of Legislative Services

Nancy Gothard, RPP, MCIP, Manager of Community and Sustainability Planning

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 1660-20

From: City Manager (CAO)

Date: July 12, 2023

Subject: 2024/2025 RCMP Municipal Policing Contract: Approval in Principle

PURPOSE:

The purpose of this report is to consider and provide “approval in principle” of the RCMP’s Municipal Contract Policing Multi-Year Financial Plan for the 2024/2025 contract year.

EXECUTIVE SUMMARY:

For the RCMP 2024/2025 Contract Year, Council has been requested to consider providing “approval in principle” of an RCMP Municipal Policing Expenditure in the amount of \$7,491,284 (\$6,935,550-2023/24) for a complement of 31.4 (31.4-2023/24) members.

During the upcoming 2024 budget deliberations, Council will have the opportunity to revisit this “approval in principle” and provide “final” approval by the end of April 2024 for the 2024/25 policing contract year.

BACKGROUND:

The Comox Valley RCMP detachment is a combined Provincial/Municipal detachment which provides police protection services for the entire Comox valley. Of the 64 members currently staffed in the detachment, 21 are funded by the Province, 31.4 are funded by Courtenay, and 11.6 are funded by Comox.

The RCMP’s fiscal year runs April 1st, through March 31st. Currently in the City’s 2023-2027 Five-year Financial Plan there are no provisions for an additional RCMP members.

At the June 14, 2023 Council meeting Council made the following motion in-conjunction with the RCMP Quarterly Statistics Report:

Moved By Jolicoeur

Seconded By McCollum

That Council direct staff to develop a plan for the 2024-2025 RCMP Annual Performance Plan and to set up a planning session with the City of Courtenay and RCMP in fall 2023.

CARRIED

This motion is currently with staff and sessions in the early fall will be scheduled with the RCMP and Council to discuss policing priorities, resource requirements, Annual Performance Plan and longer term service delivery to support budget development.

DISCUSSION:

Under the terms of the Municipal Policing Agreement, the letter of “approval in principle” for the 2024/2025 Municipal Policing Expenditure Cap is due by June 30, 2023. The Municipal Contract Policing Multi-Year Financial Plan – (2024/25) was received by the City on June 13, 2023. In order to provide Municipalities enough time to review and report to Council an extension has been granted.

The following cost drivers impacting the 2024/25 RCMP contract are:

- Expected pay increases of 3.5% for RCMP members;
- Estimated pay increases for Public Service Employees (PSE) is 2.5%;
- Body worn camera, \$3,000 per frontline member

FINANCIAL IMPLICATIONS:

The City’s 2023-2027 Financial Plan RCMP budget for 2024 was set using an estimated \$230,239 per member cost. The updated information received for the RCMP’s 2024/2025 year puts the new estimated per member cost at \$237,122 an increase of \$6,883 (3%).

The total RCMP member cost budgeted for 2024 is \$6.77M and the anticipated RCMP cost is \$6.97M which leaves the City with an anticipated budget shortfall of \$0.2M or 3%. The estimated tax increase required to fund the RCMP contract at current staffing levels would be 0.67%.

As noted above the City’s RCMP strength is set at 31.4 members of which the City taxes for 29.4 members assuming an average 2-member vacancy. Historically the RCMP has exceeded the assumed 2-member vacancy rate and the City has not had an issue providing funding using this method.

Looking at the projected RCMP costs, the City is in a fair position to continue provide services at the 31.4-member level. If the City wants to increase the number of RCMP members the RCMP budget will have to be increased by approximately \$237,122 per member authorized in 2024 which represents about a 0.79% property tax increase.

Council direction given to staff will allow for the completion of a comprehensive resourcing plan. Council discussion of service priorities and service drivers will be a key factor in future resource requirements.

ADMINISTRATIVE IMPLICATIONS:

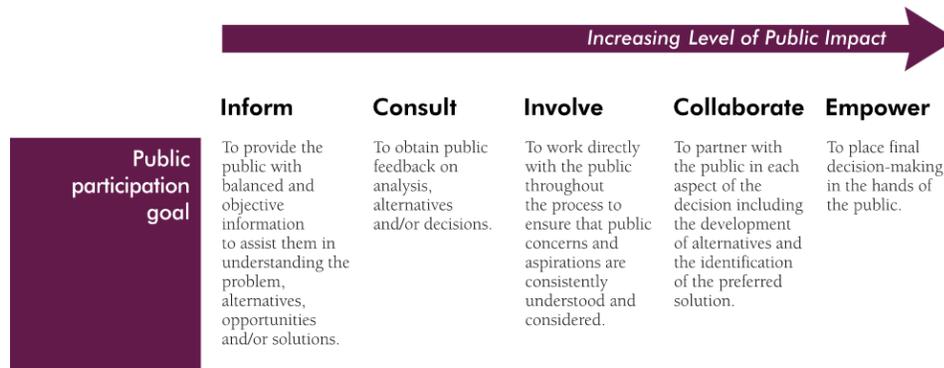
On Council’s decision, staff will provide the RCMP with the approval in principle confirmation letter for the 2024/2025 Municipal Policing contract year.

STRATEGIC PRIORITIES REFERENCE:

- Community well-being

PUBLIC ENGAGEMENT:

Staff would inform the public based on the IAP2 Spectrum of Public Participation:



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OPTIONS:

1. THAT Council provide approval in principle for an RCMP expenditure cap of \$7,491,284 (90%) representing 31.4 member strength for the 2024/2025 Municipal Policing Contract.
2. THAT Council provide alternative direction to staff.

Prepared by: Adam Langenmaier, BBA, CPA, CA, Director of Finance

Concurrence: Geoff Garbutt, M.PI., MCIP, RPP, City Manager (CAO)



STAFF REPORT

To: Council
From: City Manager (CAO)
Subject: Council Remuneration Policy

File No.: 0530-00
Date: July 12, 2023

PURPOSE:

To seek Council adoption of Council Remuneration Policy 1920.00.01 and repeal existing Council Remuneration bylaw.

BACKGROUND:

At the regular meeting of council on June 14, 2023 Council directed staff to update the Council Remuneration Policy to include the following:

- a) Change benefits provider from UBCM to the City benefit provider in alignment with staff policy coverage
- b) To provide a child/eldercare allowance of up to \$3,300 per year, effective at the start of the new Council term in 2026
- c) To provide Acting Mayor pay equivalent to 10% of Mayor's remuneration during the acting month
- d) To provide compensation to council-elect members up to \$200 per day for attending required City orientation and training sessions prior to the day of the Inaugural Meeting of Council
- e) Include an annual remuneration increase equivalent to the CUPE annual contract increase as negotiated starting January 1, 2024
- f) Consider amendments to the Council Remuneration Policy no later than December 31 in the year prior to the general local government election; and,

THAT staff be directed to bring forward any necessary amendments to applicable bylaws in regard to the approved Council Remuneration Policy updates.

DISCUSSION:

Council remuneration policy 1920.00.01 captures the direction given by Council at the June 14, 2023 Council meeting. This policy will be in force until Council provides alternative direction.

Appendix C – Council Remuneration Options Report June 14, 2023 provides details on the background of the new remuneration policy.

POLICY ANALYSIS:

The existing remuneration bylaw will be repealed by bylaw 3103, 2023 and Council Remuneration Policy 1920.00.01 will guide remuneration and the review process going forward.

FINANCIAL IMPLICATIONS:

With the deferral of the child/elder care provision until after the 2026 election the total cost of the proposed policy is reduced. Acting mayor pay (\$8,300) and extended health benefits (\$9,918) will take effect for 2023

however they will only incur a half years' worth of costs. The 2024 financial plan will be adjusted to capture the full year costs of these additions.

ADMINISTRATIVE IMPLICATIONS:

Acting mayor pay will commence promptly while the change in extended health benefits is expected to take a month or two depending on current billing cycle and on-boarding process of the new plan.

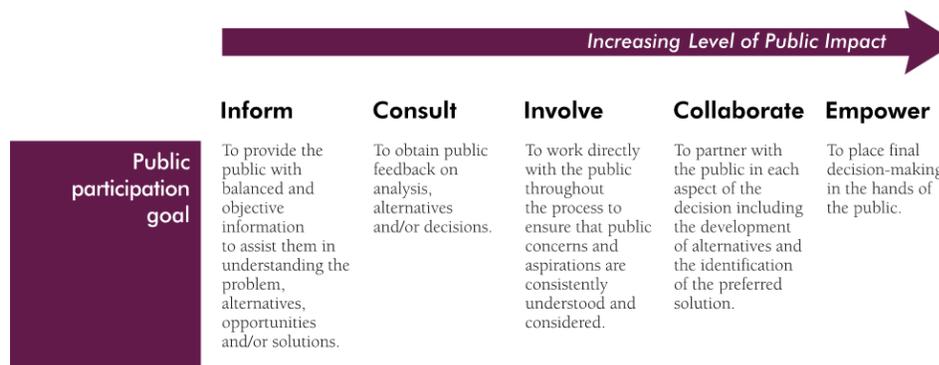
STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Organizational Well-Being and Sustainability - Ensure capacity to accommodate big change resulting from direct and indirect impacts to our community

PUBLIC ENGAGEMENT:

Staff would inform the public based on the IAP2 Spectrum of Public Participation:



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OPTIONS:

1. THAT Council adopt Council Remuneration Policy 1920.00.01 and THAT Council give three readings to Bylaw 3103, 2023 – Council Remuneration Repeal Bylaw
2. THAT Council provide alternative direction to staff.

(Bylaw appears in the bylaw section of the agenda)

ATTACHMENTS:

- Appendix A – Council Remuneration Policy 1920.00.01
- Appendix B – Bylaw 3103, 2023 - Council Remuneration Repeal Bylaw
- Appendix C – Council Remuneration Options Report June 14, 2023

Prepared by: Adam Langenmaier, BBA, CPA, CA, Director of Finance
Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

Section 5 – Finance	Policy #	1920.00.01
Subject: Council Remuneration	Revision #	

PURPOSE:

To set the annual remuneration for Mayor and Council in accordance with the recommendations approved by Council on June 14, 2023.

SCOPE:

This policy applies to Mayor, Council, Mayor Elect and Council Elect.

POLICY:

REMUNERATION

Annual remuneration for Mayor and Council shall be:

	2023	2024 (2%)	2025 (2%)
Mayor	\$83,000	\$84,700	\$86,400
Councilor	\$33,200	\$33,900	\$34,600

Annual remuneration increase for Council will be equivalent to the CUPE annual contract increase during the term of Council. CUPE increase will be applied to subsequent Council remuneration review cycles.

ACTING MAYOR PAY

The Acting Mayor remuneration for Councilors assigned as acting will be 10% of the mayor’s remuneration paid monthly.

	2023	2024	2025
Acting Mayor Pay (annual)	\$8,300	\$8,470	\$8,640
Acting Mayor Pay (monthly)	\$ 692	\$ 706	\$ 720

EXTENDED HEALTH BENEFITS

The Mayor and Councilors’ benefits coverage will be maintained at the current level with 100% of the premiums paid by the City, with medical, dental and extended health on the same basis

AUTHORIZATION:	DATE:
-----------------------	--------------

Section 5 – Finance	Policy #	1920.00.01
Subject: Council Remuneration	Revision #	

and with the same eligibility criteria as for exempt staff:

- Accidental death and dismemberment
- Dental
- Extended health

FAMILY CARE OBLIGATION ALLOWANCE - (Effective November 4, 2026)

Family care obligation expenses can be a barrier to participation in local government. An allowance of up to \$3,300 per year per member will be available to Mayor and Council to cover family care obligations that arise.

COUNCIL ELECT REMUNERATION

Council elect compensation will be provided to a daily maximum of \$200 split into 4-hour increments paid at \$100 per increment. Compensation will only be provided if Council elect attends City required business. Compensation will not be provided if Council elect attends events on their own accord.

POLICY REVISION CYCLE

Council remuneration policy shall be reviewed in the year preceding the election year. Next revision 2025.

Adopted by Council:

AUTHORIZATION:	DATE:
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CITY OF COURTENAY
BYLAW NO. 3103, 2023

A bylaw to repeal bylaw 3069, 2022

1. This bylaw shall be cited as “Council Remuneration Repeal Bylaw No. 3103”,
2. “Council Remuneration Bylaw No. 3069, 2022” be hereby repealed

READ a first time by the City Council the ___ day of ____, 2023.

READ a second time by the City Council the ___ day of ____, 2023.

READ a third time by the City Council the ___ day of ____, 2023.

ADOPTED by the City Council this ___ day of ____, 2023.

Bob Wells, Mayor

Adriana Proton, Corporate Officer



STAFF REPORT

To: Council
From: City Manager (CAO)
Subject: Council Remuneration Options

File No.: 0530-00
Date: June 14, 2023

PURPOSE:

To seek Council direction on changes to the annual Mayor and Council remuneration and benefits.

BACKGROUND:

At their regular meeting on April 25, 2022 Council considered amendments to Council Remuneration Bylaw No. 2941, and passed the following motion:

THAT based on the April 25, 2022 staff report "Council Remuneration Review" Council approve option 1 and that Bylaw 2941 be amended to adjust the Mayor's remuneration to \$83,000 and Councillors' remuneration to \$33,200; and,

THAT following the 2022 municipal election, a review of the City of Courtenay Council Remuneration process and policy be undertaken and recommendations for an updated review procedure be considered.

In accordance with this motion, staff began the research to draft amendments for consideration in 2023. Following the municipal election in October of 2022 the formal on boarding process for Council (including the Council orientation and strategic planning process) began in November of 2022.

In addition to the above direction, there were discussions on removing barriers or providing incentives for members of the community to choose to participate and consider running for local government as well as exploring options available to support the potential to increase the diversity of members of the public that can make the choice to run for office. This has long been a topic of discussion at the Union of British Columbia Municipalities through various forums and their annual convention. Given the support for diversity and inclusion, many local governments in BC and across the country are contemplating these issues and looking at measures to support participation in this important level of elected office. In accordance with this additional discussion there are a number of remunerations items that may be implemented to encourage broad participation. These items may include:

- Extended health benefits
- Elected official compensation
- Councillor elect compensation
- Process for the review of remuneration
- Child/elder care
- Acting mayor pay
- 4-year remuneration schedule

DISCUSSION:

As outlined above, since the April 2022 direction from Council, staff have researched a number of items for consideration related to remuneration and benefits. It is well understood that the time commitments and related financial impacts related to taking on an elected position has an impact on the ability of some members of the public to consider taking on a local government elected roll. By removing barriers to participation on Council it is understood that the potential will increase that the City will be able to attract a more diverse population for elected office reflection broad representation of Courtenay residents.

Based on this principal of reduction barriers, the following discussion provides an overview of potential changes to Council remuneration for consideration. Note that this review has focused on related benefits for elected officials and given the recent review (prior to the 2023 election) the ratio of Mayor to Councillor pay has already been reviewed relative to comparator communities and has not been recommended for adjustment at this time. In addition to individual remuneration, the 2022 analysis addressed an inconsistent gap between Mayor and Council compensation that existed as an unintended consequence of previous reviews and adjustment related to the removal federal income tax exemptions for local government elected officials. ¹The following provides a discussion regarding potential changes to Council remuneration for consideration:

Extended Health Benefits

In December, the UBCM benefits package was brought forward as it provided competitive base line coverage. Since then, the City has had the opportunity to undertake a more fulsome review of Extended Health Benefits and identified that a plan that matches City of Courtenay employees. Best practice from UBCM indicates that benefits for elected officials should reflect that provided to municipal staff. This plan not only provides more wellness options for participants, it also allows City staff to deal with a single benefit provider resulting in efficiencies due to simplified administration, communication, and more streamlined reporting.²

Annual Group Cost	UBCM (current)	People Corp	Change
Extended Health	\$10,836	\$19,518	Up to \$8,682
Dental	\$13,440	\$14,676	Up to \$1,236
Total Annual Group Cost Change	\$24,276	\$34,194	Up to \$9,918

Child/Elder Care Allowance

Child care and elder care can result in a barrier to participation in local government and residents may have to choose between their family obligations and desire to represent their community in political office To decrease these barriers the City could offer an allowance to cover child/elder care.

¹ It is noted that as changes in responsibilities continue to evolve in local government with respect to the level of responsibilities (roles and time commitment) between Mayor and Councillors, staff will monitor developments for future considerations in order to reflect best practice that are developing in the province.

² Life Insurance, Accidental Death and Dismemberment (AD&D) - Life insurance will not be covered by the City due to this coverage not being offered to City staff and the personal income tax implications of employer paid life insurance benefits. The City current holds AD&D coverage for Mayor and Council and it has been in place for several years. The total cost for this coverage for 2023 was \$48 per participant for a total annual cost of \$336.

Since the cost of care and length of care is not easily determined a maximum annual allowance of \$3,300 is deemed to be reasonable. \$3,300 was arrived at as it represents care at \$30 per hour for 5 hours for the 22 regular council meetings that are scheduled. At times meetings are longer than 5 hours and more than 22 meetings might be required, however care might not be required for all meetings.

For simplicity the allowance would be requested quarterly as care needs change throughout the year. The allowance is considered a taxable benefit and is deemed to be subject to GST which is payable by the City not the recipient. The annual cost of a care allowance would be \$3,465 per council member taking part, if all mayor and council took part it would cost the City \$24,255. It is anticipated that not all mayor and council will require the care allowance therefore actual cost is expected to be lower.

Acting Mayoral Pay

A number of comparable communities have acting mayor pay, however the method to determine acting mayor remuneration is not consistent. Acting mayor pay ranges from various percentages of mayoral pay to a fixed monthly amount. Typically, an acting mayor schedule is adopted by council which rotates councillors through as acting mayor for a month at a time, remuneration would be paid monthly to align with this schedule.

Acting pay has been presented at 10% of mayors pay for an annual cost in 2023 of \$8,300. A councillor would see an additional \$691.67 in remuneration for each month they are the acting mayor.

Councillor Elect Compensation

During the period after the municipal election and prior to the swearing in of a new mayor and council there is a period when newly elected councillors might be asked to attend City business however due to the current remuneration framework, are unable to receive compensation for this time period. By implementing council elect compensation, the City is more reasonably equipped to ask council elect to attend orientation, training and other events prior to their swearing in and receipt of normal councillor remuneration.

Compensation would be based on a daily maximum of \$200 split into 4-hour increments paid at \$100 per increment. If the council elect is asked to attend an event and the event is less than 4 hours the council elect would receive \$100. If the event is longer than 4 hours the council elect would receive the daily maximum of \$200. Compensation would only be provided when the City requests the council elect attend City business. Council elect will not receive compensation for events they attend on their own accord.

Looking at the council orientation completed in 2022, it was 4 full days. In the case of 2022 there was one council elect, the orientation was 4 full days so total cost of council elect compensation would have been \$800. It is unlikely to request council elect attend orientation prior to inauguration if there are a greater number of new councillors as increases in new councillors reduces the desire for existing council to get a head start on the new term. Furthermore, council elect compensation becomes cost prohibitive because outgoing councillors are still receiving remuneration from the date they become unelected (election day) to the date of inauguration, this leads to the situation where the City is paying for two councillors that hold one position.

Four Year Remuneration Schedule

Historically mayor and council remuneration has been set and then not adjusted for inflation. This has led to perceived significant increase in remuneration as when remuneration is revisited the required increase to keep remuneration relevant grows. Council could choose to adopt a set remuneration increase tied to the annual CUPE cost of living adjustment. Some municipalities choose to use CPI, or BC CPI, or Vancouver CPI or a combination of other indicators to provide an annual adjustment to remuneration. This approach reduces the impact of requiring a large single year lift to catch up after years of fixed remuneration levels. For ease of administration, choosing to use the CUPE cost of living adjustment and adopting a clear remuneration schedule for the next several years has the potential ensure maximum transparency. Based on the current CUPE agreement 2023 and 2024 see a 2% cost of living adjustment

The table below identifies the proposed remuneration given a 2% for 2024 and 2025.

	Remuneration Schedule		
	2023	2024	2025
Mayor	\$ 83,000.00	\$ 84,700.00	\$ 86,400.00
Councillor	\$ 33,200.00	\$ 33,900.00	\$ 34,600.00

The remuneration should be revisited in 2025 for 2026 for two reasons. It is anticipated that a new CUPE agreement will be completed by 2025 and this agreement would help guide remuneration into the future. Furthermore, setting remuneration again in 2025 allows for objectivity as 2026 is an election year and it is a reasonable practice for outgoing councils to set remuneration for incoming councils as they will not be directly benefiting from changes to remuneration.

POLICY ANALYSIS:

The 2023-2027 Consolidated Financial Plan bylaw 3096, 2023 should be amended to include changes to remuneration if they will take effect for 2023. If Council chooses to have remuneration change for 2024, then no bylaw amendment is required.

FINANCIAL IMPLICATIONS:

The financial implications of the propose changes are not fixed as they depend on council members taking part in some of the offerings.

Table 1: Cost Summary below outlines the highest costs assuming all of council accesses all proposed offerings, actual cost is expected to be lower but is dependent on uptake. Table 1 assumes full year costs of proposed offerings.

Table 1: Cost Summary

Extended health (1)	\$	9,918
Child/Elder care (2)		24,255
Acting Mayor		8,300
Council Elect (3)		2,000
Total	\$	44,473

- (1) Assuming 7 members taking part at the family rate
- (2) Assuming 7 members taking part at \$3,300+gst
- (3) Assuming 2 Councillors and 5 days attendance

ADMINISTRATIVE IMPLICATIONS:

Changes to Council remuneration and the tracking of various allowances have incremental impacts on payroll staff as each time a change occurs an action must be taken to ensure the required change is correct and then follow up to ensure the change ends when required. By adopting a static remuneration structure no additional staff time is required to manage remuneration as it is set for the year.

Council remuneration can be approved through a bylaw or policy.

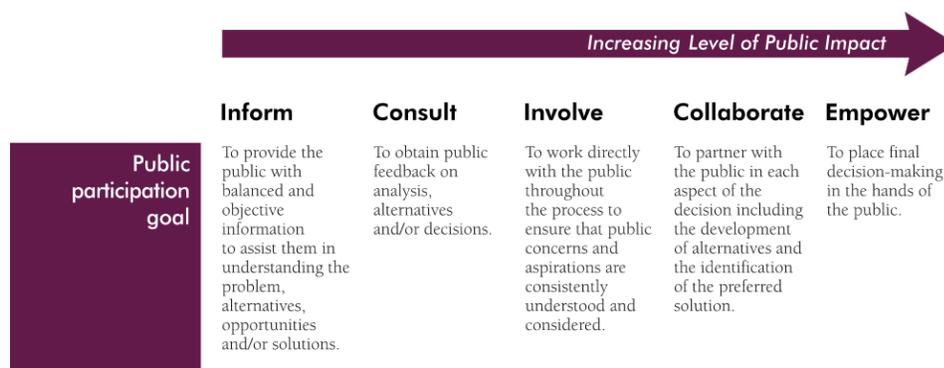
STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Financial Sustainability - Ensure capacity to accommodate big change
- Social Infrastructure - Review City operations with a social equity, reconciliation and anti-racism lens and develop corporate policy

PUBLIC ENGAGEMENT:

Staff would inform the public based on the IAP2 Spectrum of Public Participation:



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OPTIONS:

- (1) THAT Council direct staff to update the Council Remuneration Policy to include the following:
 - a) To change benefits provider from UBCM to the City benefit provider in alignment with staff policy coverage,
 - b) To provide a child/eldercare allowance of up to \$3,300 per year,
 - c) To provide Acting Mayor pay equivalent to 10% of Mayor’s remuneration during the acting month,
 - e) To provide compensation to council-elect members up to \$200 per day for attending required City orientation and training sessions prior to the day of the Inaugural Meeting of Council,
 - f) To include an annual remuneration increase equivalent to the CUPE annual contract increase as negotiated starting January 1, 2024,
 - g)To consider amendments to the Council Remuneration Policy no later than July 31 in the year of the general local government election, and,

THAT staff be directed to bring forward any necessary amendments to applicable bylaws in regard to the approved Council Remuneration Policy updates.

(2) THAT Council provide alternative direction to staff.

Prepared by: Adam Langenmaier BBA, CPA, CA Director of Finance, Chief Financial Officer.

Concurrence: Geoff Garbutt, M.PI., MCIP, RPP, City Manager (CAO)

Attachments: Council Remuneration Review April 25, 2022



BRIEFING NOTE

To: Council

File No.: 7710-05

From: Director of Recreation, Culture, and Community Services

Date: July 12, 2023

Subject: Comox Valley Aquatic Service Needs Strategy Update

PURPOSE:

The purpose of this briefing note is to update Council on:

1. The feedback received on the draft Comox Valley Aquatic Service Needs Strategy;
2. The status of the draft Comox Valley Aquatic Service Needs Strategy; and
3. Up-coming public engagement activities seeking feedback on the outdoor pool.

BACKGROUND:

At the January 11, 2023 Council Meeting, staff presented the Comox Valley Aquatic Needs Strategy Draft Report. Council resolved the following:

THAT the Draft Comox Valley Aquatic Services Needs Strategy (Attachment 1) be received for information and Council direct staff to proceed with posting the draft report for public engagement and feedback.

DISCUSSION:

Public Feedback on the Draft Comox Valley Aquatic Services Needs Strategy:

In conjunction with the Comox Valley Regional District (CVRD), it was agreed that the draft Comox Valley Aquatic Strategy would be posted on the City of Courtenay (City) and CVRD project websites from February 6, 2023 to March 6, 2023. Hardcopy versions were also made available at CVRD and City facilities and e-mail notices were sent to community groups who had participated in earlier engagement activities. Feedback on the draft report was provided through an online survey through which respondents could provide written feedback on the draft report.

A synopsis report of the feedback received was provide by the project consultant, RC Strategies (Attachment 1), and is summarized below:

- 73 total responses received (70 online survey and 3 Facebook comments)
- Summary of comments received:
 - Questioning or disagreement of the single location for regional aquatics at the Aquatic Centre and inconvenient for users, particularly current outdoor pool patrons (20)
 - Inability to access Aquatic Centre due to limited active transportation and lack of parking which will become more of an issue with the future adjacent student housing project.
 - Capacity calculations questioned with respondents indicating there is overcrowding at key times (19 responses)
 - Compliments on the level of detail of the strategy (11 comments)

- Support for a new aquatic facility with others supporting central location (7 comments) and that it made financial sense (5 comments)
- Requests to make enhancements to existing pool facilities (7), Sport Centre Pool and Courtenay and District Outdoor Pool (the outdoor pool) which included additional lanes, leisure capacity, change rooms, space and maintenance, and wellness amenities.

Comments specific to the outdoor pool are provided verbatim in Attachment 2 and are summarized below in three major categories:

- No need for an outdoor pool (5 comments);
- Support for an outdoor pool (9 comments);
- Other comments related to the outdoor pool facility (11 comments):
 - Issues with the outdoor pool due to lack of appropriate infrastructure (parking, change rooms, lack of shade and size)
 - Support for co-location with other CVRD facilities
 - Concern with noise in potential new location adjacent to the Aquatic Centre
 - Consider utilizing the natural river area to create a beach or pool built into the river.

Due to the limited number of responses received regarding the Draft Aquatic Services Strategy, especially related to future planning of the Courtenay and District Memorial Outdoor Pool, staff have engaged RC Strategies to conduct additional public engagement specifically related to the Outdoor Pool. A public survey will be launched in August to gather feedback on the Draft Aquatic Services Strategy recommendations specifically related to the Outdoor Pool as well as gain feedback on other considerations such as but not limited to the Outdoor Pool's potential closure, relocation, or renovation. To ensure Comox Valley residents are informed about the survey, a press release, social media promotion, and promotional materials will be made available to support participation. Findings from the engagement will be presented at a future Council meeting.

Updated Draft with Capacity Scenarios

Following receipt of the Draft Comox Valley Aquatic Services Strategy, staff requested further analysis of the capacity calculations. Staff requested additional analysis be completed to understand the impact of a change in public access to 19 Wing Base Pool or if the outdoor pool were to be decommissioned. The draft report was updated with the requested scenarios in which the following aquatic facilities are removed from the regional inventory and usage was displaced into the remaining regional facilities:

Aquatic Facility	Resulting Regional Pool Operating Capacity Rates
19 Wing Base Pool	40%
Outdoor Pool	38%

In both scenarios, the region's indoor pools would still be operating below the recommended 85% swim capacity for operational efficiency. This information will be included in the final report.

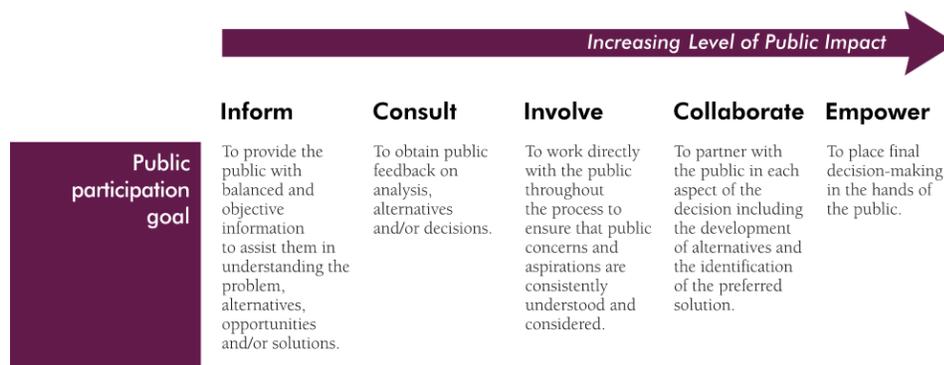
STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Parks and Recreation - Complete recreation facilities need assessments and capital improvements: Florence Filberg Centre, Courtenay & District Memorial Outdoor Pool, Lewis Centre

PUBLIC ENGAGEMENT:

Staff would consult the public based on the IAP2 Spectrum of Public Participation:



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CONCLUSION:

Staff will be in a position to report back later this year on a final recommendation regarding the Courtenay and District Memorial Outdoor Pool after:

1. Considering the feedback received from the additional engagement this summer on the outdoor pool;
2. Finalizing assessment of the current condition of the outdoor pool that will be completed after the current pool season ends; and
3. Seeking feedback from the CVRD on the impact of the final recommendation on service levels at CVRD aquatic facilities.

RECOMMENDATION: THAT Council receive the "Comox Valley Aquatic Service Needs Strategy Update" briefing note.

ATTACHMENTS:

1. Comox Valley Aquatics Draft Strategy Review Synopsis
2. Comox Valley Aquatics Draft Strategy Review Outdoor Pool Verbatim Comments

Prepared by: Joy Chan, Manager of Business Administration
Recreation, Culture, and Community Services

Reviewed by: Susie Saunders, Director of Recreation, Culture, and Community Services

Concurrence: Geoff Garbutt, M.PI., MCIP, RPP, City Manager (CAO)

Comox Valley Regional District
Aquatics Strategy

Draft Strategy Review Synopsis

April 2023



We respectfully acknowledge that the land we gather on is on the Unceded traditional territory of the K'ómoks First Nation, the traditional keepers of this land.

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Source: comoxvalleyrd.ca

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Section 1.0

Introduction

The Comox Valley Regional District (CVRD) and the City of Courtenay commissioned the development of an Aquatics Strategy. The Strategy will serve as a road map, guiding the provision of aquatic facilities and services in the Comox Valley for the next 25 years. Based on an extensive program of research and engagement, a draft Aquatics Strategy was developed and presented to the public for review and comment.

The draft Strategy was posted on the websites of both the City of Courtenay and the Comox Valley Regional District. An online feedback form was also accessible on the two websites. Recognizing that some people may prefer to review a hardcopy version of the draft Strategy and provide their feedback in that same manner, print outs of the Strategy and the feedback form (Appendix A) were available at several locations. (The Strategy is presented under a separate cover.) Locations that people could visit for hard copies of the draft Strategy and the feedback form include the following:

- Lewis Centre*
- Florence Filberg Centre*
- The LINC Youth Centre
- Courtenay City Hall*
- Comox Valley Sports Centre
- Comox Valley Aquatic Centre
- VI Regional Library, Courtenay Branch*

** hard copies of the feedback form were available to the public*

The opportunity to review the draft Strategy and provide feedback was promoted through several means. In addition to the posting and notice on the websites of the City and Regional District, email notices of the review opportunity were sent to community groups who participated in the earlier engagement efforts. The groups were asked to inform their memberships and supporters of the opportunity to review the draft Strategy and provide feedback. The City and Regional District both promoted the opportunity through social media as well. Finally, a poster was developed and posted in recreation facilities in the area. Refer to Appendix B to see the poster.

Section 2.0

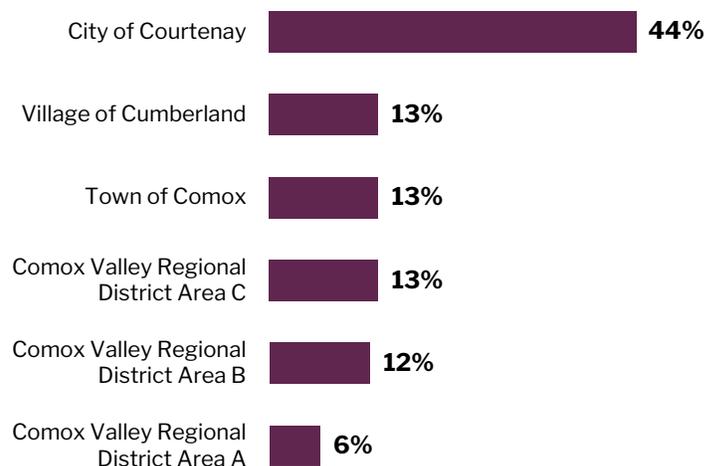
Feedback

Feedback was gathered from February 6, 2023 through to March 6, 2023. In total 73 submissions were received. This is comprised of 70 responses to the online survey and an additional three comments submitted via Facebook and email. The main themes from the feedback collected is presented below.

- Having a single location for all aquatics in the Comox Valley was questioned generally with some disagreement with the Aquatic Centre being that site. A single location would be inconvenient for some users, particularly those who are current patrons of the outdoor pool (20 comments).
 - » Other arguments against the single location referred to community times and the inability of accessing the Aquatic Centre site using active transportation. An already crowded parking situation at the Aquatic Centre will be exacerbated with additional amenities there.
- The capacity calculations used in the Strategy were questioned with numerous respondents indicating that there is overcrowding in the pools, particularly at key times (19 comments).
- Some respondents complimented the Strategy for its thoroughness (11 comments).
- Several respondents supported the notion of a new aquatic facility while others felt a central location makes sense (7 comments) and is financially efficient (5 comments).
- There were calls to make enhancements at existing facilities (7 comments), particularly the Sports Centre Pool and the outdoor pool. Improvements identified included: additional lane and leisure capacity, change rooms – space and maintenance, and wellness amenities.

As illustrated in the accompanying graph, almost half (44%) of the respondents to the survey live in Courtenay.

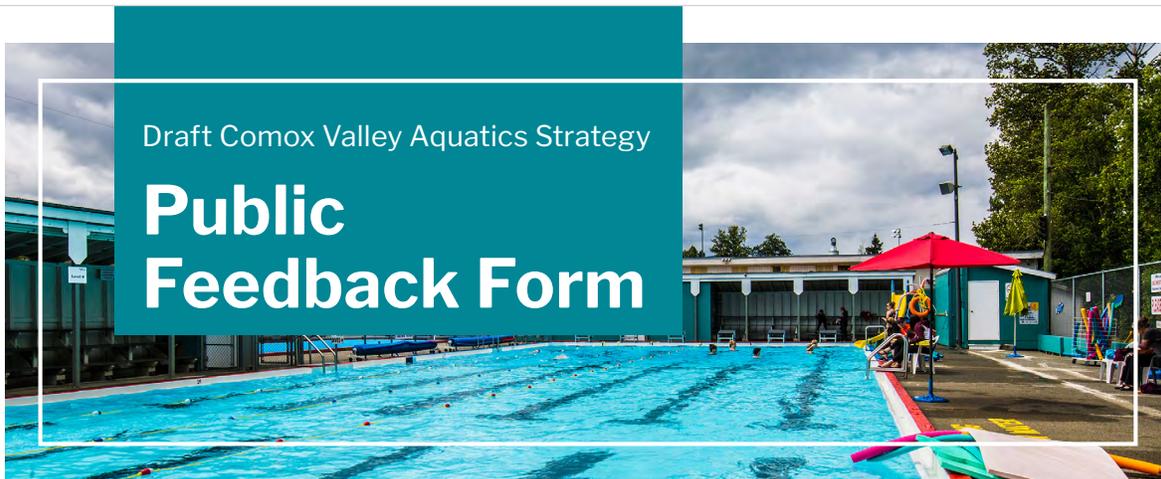
Residency of Respondents



Appendices



Appendix A: Feedback Form



The Comox Valley is served by three publicly-funded aquatics facilities: CVRD Sports Centre Pool, the Courtenay and District Memorial Outdoor Pool, and the CVRD Aquatics Centre.

A draft Comox Valley Aquatics Strategy commissioned by the Comox Valley Regional District (CVRD) and the City of Courtenay was presented to City Council and the Comox Valley Recreation Commission in January 2023 and is available to the public for review.

The draft Aquatics Strategy recommends strategically investing to increase the quality, efficiency, and sustainability of existing aquatic facilities, and proposes service levels and operational requirements over a 25-year horizon.

Learn more:

comoxvalleyrd.ca/aquaticstrategy

courtenay.ca/aquaticstrategy



City of Courtenay
Department of Recreation, Culture
and Community Services
rcs@courtenay.ca
250-334-4441 ext 7231

CVRD
Recreation Services
communityservices@comoxvalleyrd.ca
250-334-9622



Appendix B: Poster



The CVRD and City of Courtenay have developed a **draft** Aquatics Strategy that describes the future of aquatics in the Comox Valley.

Follow the links below to review the **draft** Aquatics Strategy and to share your thoughts about it. Feedback will be collected until **March 6th, 2023**.

comoxvalleyrd.ca/aquaticstrategy

courtenay.ca/aquaticstrategy



City of Courtenay
Department of Recreation, Culture
and Community Services
rcs@courtenay.ca
250-334-4441 ext 7231

CVRD
Recreation Services
administration@comoxvalleyrd.ca
250-334-6000





r⁺cs

Comox Valley Regional District
Aquatics Strategy

Draft Strategy Review – Verbatim Comments Related to the Outdoor Pool

May 2023



We respectfully acknowledge that the land we gather on is on the Unceded traditional territory of the K'ómoks First Nation, the traditional keepers of this land.

Feedback was gathered from February 6, 2023 through to March 6, 2023. In total 73 submissions were received. This is comprised of 70 responses to the online survey and an additional three comments submitted via Facebook and email. The points from the feedback collected **related to an outdoor pool** are presented below. Those points with * are specific the current outdoor pool and / or its location.

No Need For Outdoor Pool

- *Outdoor pool should be shut down.
- *Outdoor pool should be removed and another recreation facility installed.
- I do not feel there is a need for an outdoor pool that could not be used year round with there already being splash parks, beaches, etc.
- Do not support a new outdoor pool, would prefer a fenced splash park / wading pool or better rive access.
- I don't feel like an outdoor pool is a high priority as we have a short and often unpredictable summer. We also have so much water surrounding us.

Support For An Outdoor Pool

- *I am saddened at the prospect of losing the outdoor pool. It is a gem and a good central location – walkable and bikeable from many areas of Courtenay. I have always believed that it was underused due to the poor change room facilities.
- *The loss of the outdoor pool (cooling facility) in the city centre is a loss of access for persons who are less able to access facilities that have less or zero cost.
- *The current location of the outdoor is good with easy access from west Courtenay.
- *Keep the outdoor pool at Lewis Park or find a new location on the west side of Courtenay.
- *Replace the outdoor pool in its current location.
- *The outdoor pool in its current location provides the best alternative for lower income families.

- The outdoor pool experience is unique and the CVRD should not consider closure unless absolutely necessary. Timetable of lessons at the outdoor pool offers availability unlike the offerings at the indoor pools.
- <with consolidation at one site> it appears that the proposed new outdoor pool will be primarily for recreation and some swim lessons with no ability for lane swimming outdoors. I would like some option for lane swimming outdoors.
- Relocate the outdoor pool, it should become a regional facility.

Other Comments

- *There are issues with the outdoor pool that prevent people from using it fully:
 - » Parking lot is ridiculously small
 - » Getting out of parking lot is a nightmare due to constant traffic coming both ways
 - » Having to pay cash is inconvenient
 - » The change rooms are way too small and uninviting
 - » The pool itself is also small
 - » Appreciate free access to life jackets but rest of equipment (incl. pool noodles) have seen better days.
- *The location of the outdoor pool needs to be in a co-location that is part of another or near other CVRD public sport infrastructure.
- I would like the outdoor pool to be shaped so swimmers can swim lengths and have sun shared over the area.
- Proposed location for the replacement outdoor pool is horrible – the noise of one of the business intersections in town will transmit to the pool. I'd rather have no outdoor pool than the central location.
- Any consideration of incorporating the natural river area around the current outdoor pool to create a natural beach or pool built into the river.



BRIEFING NOTE

To: Council

File No.: 6140-220

From: Director of Recreation, Culture, and Community Services

Date: July 12, 2023

Subject: Renaming 150 Year Grove to Stan Hagen Nature Park

PURPOSE:

To update Council on the renaming of the 150 Year Grove to Stan Hagen Nature Park.

BACKGROUND:

At the May 17, 2010 in camera Council Meeting, Council resolved the following:

“That the City park property bordering Lerwick, Malahat and Crown Isle Drive previously referred to as “150 Year Heritage Grove” be named and dedicated “Stan Hagen Nature Park.”

The 150 Year Heritage Grove project was a provincially funded project to turn a barren piece of property into a long-term forest legacy for the residents of Courtenay and the Comox Valley. The Province of BC contributed \$50,000 through its Trees for Tomorrow program as part of the Province’s 150 Year celebrations, and this was matched by the City of Courtenay. Many community groups and organizations including school groups, service clubs, stewardship groups, businesses and neighbourhood volunteers assisted in the initial planting of over 3,000 trees.

Stan Hagen was an influential community leader in the Comox Valley, including being the founding president of the Comox Valley Community Foundation. Stan also served as a Member of the Legislative Assembly for the Comox Valley from 1986 to 1991 and 2001 to 2009 where he led ten Cabinet portfolios. Stan Hagen was honoured as a Comox Valley Walk of Achievement Inductee (posthumously on August 2022, 2009) for his significant and lasting contributions. A summary of his achievements is found in Attachment 1.

After his passing in January 2009, Council resolved to rename the park located at 1251 Crown Isle Drive to Stan Hagen Nature Park as a tribute and honour to his role as a community leader.

DISCUSSION:

The May 13, 2010 staff report to Council indicated that the 1.79 hectare property would include thousands of native shrubs, trees, and ground cover, including Pacific dogwood, Big Leaf maple, arbutus and Grand fir, plus a Garry Oak meadow. There are two trails in the park and native dogwood trees were planted to represent the ten provincial ministries that Stan Hagen served. Please see Attachment 2: 150 Year Grove Park. As per the staff report, a permanent sign or plaque will be installed at the park, and the City is planning a dedication ceremony in conjunction with the Hagen family.

The 2019 Parks and Recreation Master Plan identifies the need for a park management plan for this nature park. Originally, staff felt it would be best to hold off proceeding with the ceremony until further park

planning could be carried out however staff have determined that the dedication ceremony and signage installation could proceed ahead of any future park planning. Any future park planning would be minimal given the park's status as a nature park.

Staff recently met with the late Mr. Hagen's wife, Judy Hagen, to discuss moving forward with announcing the park renaming as well as a dedication ceremony. Judy Hagen has requested the event proceed this August 2023 when her family is available to attend.

Judy Hagen has requested the K'ómoks First Nation be asked if they would like to be a part of the dedication ceremony. K'ómoks First Nation honoured Stan Hagen with the name Tl'axwsam (which translates to Red Cod) in 2007 and Judy Hagen has indicated the importance of extending an invitation to K'ómoks First Nation. A letter will be sent to K'ómoks First Nation asking if and how they would like to collaborate or participate in the dedication ceremony and naming of the park.

FINANCIAL IMPLICATIONS:

Funds from the 2023 operating budget will cover the cost of the fabrication and installation of the signage and dedication ceremony event costs.

NEXT STEPS:

Staff will continue to consult and involve the Hagen family in the dedication ceremony planning leading up to the event. An event date will be confirmed with the Hagen family and shared with Council.

RECOMMENDATION: THAT Council receive the "Renaming 150 Year Grove to Stan Hagen Nature Park" briefing note.

ATTACHMENTS:

1. Excerpts from Comox Valley Walk of Achievement: The Honourable Stanley B. Hagen
2. 150 Year Grove Park

Prepared by: Joy Chan, Manager of Business Administration
Recreation, Culture and Community Services

Reviewed by: Susie Saunders, Director of Recreation, Culture, and Community Services

Concurrence: Geoff Garbutt, M.PI., MCIP, RPP, City Manager (CAO)

ATTACHMENT 1: Excerpts from Comox Valley Walk of Achievement: The Honourable Stanley B. Hagen¹**The Honourable Stanley B. Hagen**

MLA Comox Riding, Cabinet Minister

Inducted: August 22, 2009

Being inducted into the Comox Valley Walk of Achievement would have pleased the late Honourable Stanley B. Hagen. It shows that the local community appreciated the work he accomplished in his 13 years in provincial government.

...

The Hagen family moved to the Comox Valley in 1968. Stan became active in the community sitting on the Courtenay Advisory Planning Commission and served as Coordinator of Big Brothers. He first entered local politics in November, 1972 being elected as a School Board Trustee. He served on the Board of School District 71 for six years and served as Board Chairman. ...

The Honourable Stanley B. Hagen was the MLA for the Comox Riding (1986-1991) (2001-2009). Hagen served the citizens of British Columbia in ten Cabinet Portfolios

- Minister of Agriculture and Lands
- Minister of Tourism, Sports and the Arts
- Minister of Children and Family Development
- Minister of Human Resources
- Minister of Sustainable Resource Management
- Minister of Agriculture, Food and Fisheries
- Minister of Advanced Education, Job Training, Science & Technology
- Minister of Regional and Economic Development
- Minister of Education
- Minister of State for the Vancouver Island / Coast Region

Additional positions, achievements and honours include:

- West Coast Chairman of MILAP Programme
- VIA Rail Board of Directors
- Canada's Representative for the KAON Project
- Honourary Doctorate of Law Degree (SFU)
- Canadian Advanced Technology Association Award of Distinction
- Friend of Science World
- Paul Harris Fellow
- "Ti' axwsam" (Red Cod) K'omoks First Nation name
- Button Blanket presented by the Weiwaikum People

...

¹ [Comox Valley Walk of Achievement honours Stanley B. Hagen](#)

The Central Coast Land Resource Management Plan was Stan's greatest achievement. He guided an innovative consensus-based resource land use plan that balanced the interests of industry, the First Nations and conservationists. This laid the foundation for the creation of 24 new conservancies protecting over 500,000 hectares of land including the home of the Spirit Bear.

He was given the name Tl'axwsam (Red Cod) by the K'omoks First Nation. Nanawakolas Council President Dallas Smith said Hagen was one of the first BC Cabinet Ministers to embrace First Nations. In fact, a voicemail message from Dallas that Stan never heard before his sudden death was, "What you have done for our people will last an eternity."

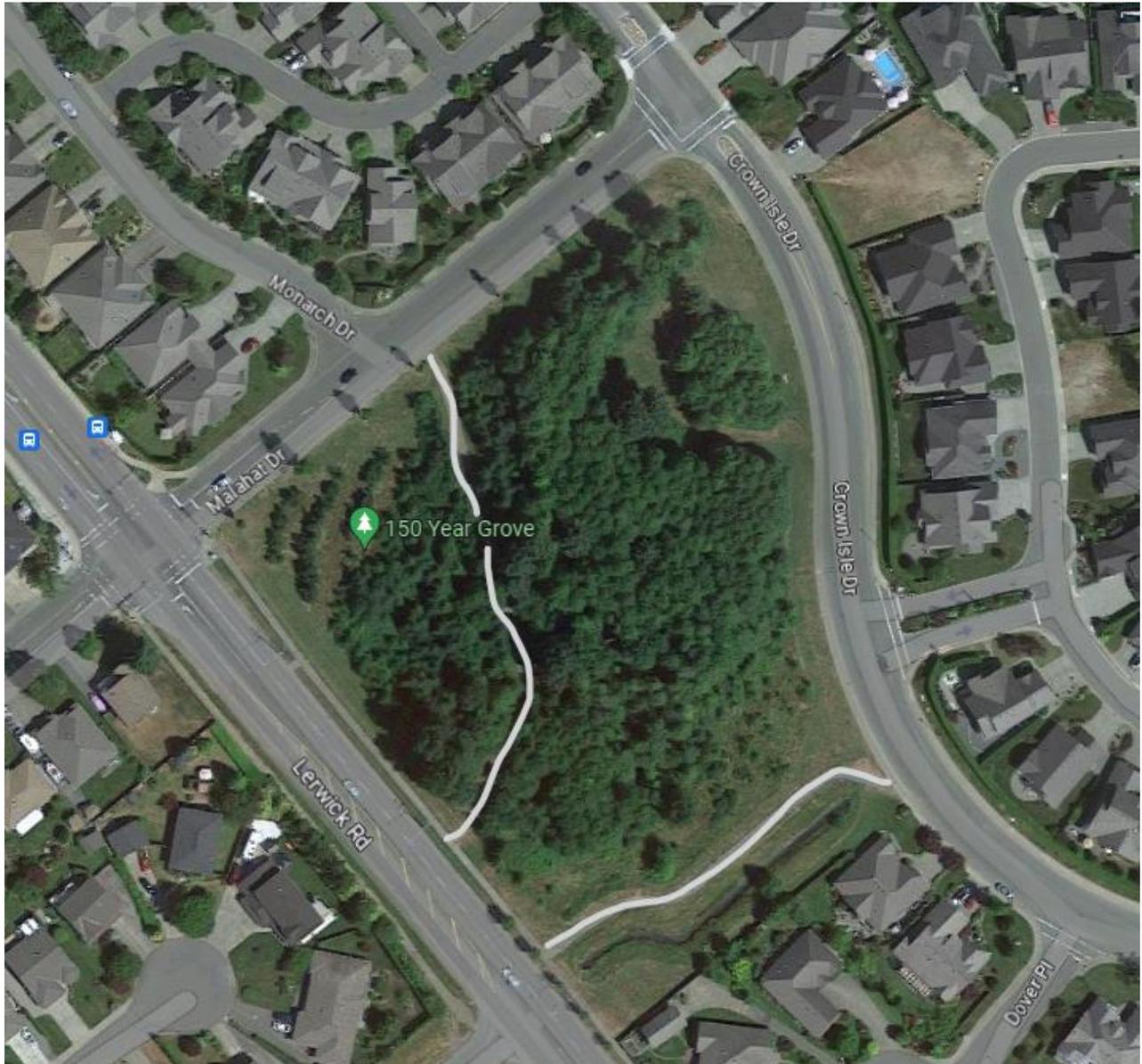
Always a consensus builder, working with the Ministry of Advanced Education he cancelled the Advisory Board and worked with the University Presidents by asking for their input. He established the Matching Funds Program.

He was an advocate for science and technology, particularly the KAON project and the TRIUMF Facility; he understood the economic importance of research to BC and to Canada. He championed Science World. Stan established the Passport to Education and the Scientist in the Schools Programme.

...

Hagen began the process that created the University of Northern BC and extended degree status to three BC Colleges.

Attachment 2: 150 Year Grove Park²



² [150 Year Grove - Google Maps](#)



THE CORPORATION OF THE CITY OF COURTENAY

COUNCIL MEMBER REPORT

To: **COUNCIL**

File No.: 0540

From: Councillor Frisch



Date (MMM-YYYY): Jun-2023

Subject: **REPORT OF ACTIVITIES AND EVENTS**

	DATE (MMM-DD)	EVENT/LOCATION	COMMENTS
1.	Jun-22	Comox Strathcona Waste Management Tour	Compost Facility Tour
2.	Jun-26	Presentation by Seniors' Advocate - Isobel Mackenzie	Presentation on Seniors Issues
3.	Jul-01	Canada Day Opening Ceremonies and 5th Street Mile	
4.			
5.			
6.			
7.			
8.			



THE CORPORATION OF THE CITY OF COURTENAY

COUNCIL MEMBER REPORT

To: **COUNCIL**

File No.: 0540

From: Councillor McCollum

Date (MMM-YYYY): Jun-2023

Subject: **REPORT OF ACTIVITIES AND EVENTS**

	DATE (MMM-DD)	EVENT/LOCATION	COMMENTS
1.	Jun-01	1. Development applications procedure bylaw workshop 2. Code of Conduct review	Additional Council meetings to workshop changes to Development applications procedures & Council code of conduct
2.	Jun-05	CVRD agenda review and discussion	
3.	Jun-06	1. Sewage Commission 2. Regional Parks and Trails 3. CVRD Board	
4.	Jun-07	City Council agenda review as Acting Mayor	
5.	Jun-08	1. Community Energy Association AGM 2. Wachiay staff meeting with Mayor 3. BC Housing Open house - Super 8	Appointed to the CEA Board of Directors
6.	Jun-15	CVRD Board strategic planning session Day 1	
7.	Jun-16	CVRD Board strategic planning session Day 2	
8.	Jun-20	1. Kus Kus Sum site visit 2. Airport Commission AGM 3. Sport facilities open house- CVRD	

	DATE <i>(MMM-DD)</i>	EVENT/LOCATION	COMMENTS
9.	Jun-21	1. National Indigenous People's Day Forum. Hosted by KFN at IR2 2. Ice Hockey meeting Rec Commission Chair	
10.	Jun-21	Agenda review for City Council meeting	Attended as Acting Mayor
11.	Jun-22	Comox Strathcona Waste Management Board meeting and facility tour	Toured the new organics facility, followed by an afternoon workshop on tipping fees and service costs.
12.	Jun-27	CVRD Board meeting	
13.	Jun-28	Chaired Council meeting as Acting Mayor	
14.			
15.			
16.			
17.			
18.			



THE CORPORATION OF THE CITY OF COURTENAY

COUNCIL MEMBER REPORT

To: **COUNCIL**

File No.: 0540

From: Councillor Morin

Date (MMM-YYYY): 06-2023

Subject: **REPORT OF ACTIVITIES AND EVENTS**

	DATE (MMM-DD)	EVENT/LOCATION	COMMENTS
1.	06-01	CVRD Regional Parks meeting agenda review	Attended as Vice-Chair
2.	06-01	CVRD Water Committee meeting agenda review	Attended as Vice-Chair
3.	06-01	Lunch & Learn - Development Applications Procedure Bylaw	
4.	06-01	Code of Conduct workshop & policy review	Facilitated by lawyer Reece Harding, who specializes in Codes of Conduct
5.	06-03	Lake Trail Community Connections Day	Annual event with workshops, pop up activities, school garden tours, lunch, etc
6.	06-05	CVRD meeting agenda review	
7.	06-06	Met with K-2 students at the North Island Distance Education & Arts Academy campus	Discussion & activity on 'peaceful places' in the Comox Valley & civics
8.	06-06	CVRD Water Committee, Regional Parks, & Board meetings	

	DATE <i>(MMM-DD)</i>	EVENT/LOCATION	COMMENTS
9.	06-08	Met with resident re: recreation services & policies	
10.	06-08	Attended the Super 8 info session hosted by BC Housing	BC Housing presented plans to relocate Travelodge residents to Super 8 motel - temporary housing
11.	06-09	Zoom meeting with Victoria Councillor Loughton & Mayor Wells re: Vacancy Control policy	
12.	06-10	Project Watershed AGM	
13.	06-13	One on one meeting with City Manager Garbutt	
14.	06-14	Attended kick-off for "Walk with Mike" fundraiser for the Head Injury Society	Mike does an annual fundraiser, walking over 200 kilometers over a week period
15.	06-14	CV Food Policy Municipal policy subcommittee meeting	
16.	06-15	CVRD Strategic Planning	
17.	06-16	CVRD Strategic Planning	
18.	06-16	K'omoks First Nation flag raising in recognition of upcoming Indigenous Peoples Day	



THE CORPORATION OF THE CITY OF COURTENAY

COUNCIL MEMBER REPORT

To: **COUNCIL**

File No.: 0540

From: Councillor Morin

Date (MMM-YYYY): 06-2023

Subject: **REPORT OF ACTIVITIES AND EVENTS**

	DATE (MMM-DD)	EVENT/LOCATION	COMMENTS
1.	06-17	Miners Memorial Weekend Picnic	Annual Cumberland event in recognition of labour rights history
2.	06-20	Kus kus sum tour & project update with Project Watershed & K'omoks First Nation council members	
3.	06-21	Indigenous Peoples Day event hosted by K'omoks First Nation	
4.	06-22	Community Action Initiative Harm Reduction conference for local government	
5.	06-23	Community Action Initiative Harm Reduction conference for local government	
6.	06-26	Presentation by seniors advocate Isobel McKenzie	Focus on increasing supports & funding for aging in place
7.	06-27	CVRD Board meeting	
8.	06-29	Community Action Team mtg, CV Food Policy Council mtg	



THE CORPORATION OF THE CITY OF COURTENAY

COUNCIL MEMBER REPORT

To: **COUNCIL**

File No.: 0540

From: Mayor Wells

Date (MMM-YYYY): Jun-2023

Subject: **REPORT OF ACTIVITIES AND EVENTS**

	DATE (MMM-DD)	EVENT/LOCATION	COMMENTS
1.	Jun-15	Nala'atsi School graduation and Bursary Presentation	
2.	Jun-16	K'omoks Flag Raising at City Hall with K'omoks Councillor Candice Newman	
3.	Jun-16	Gaglardi talk to students on politics and community volunteering	
4.	Jun-17	Mark Isfeld Graduation Ceremony	
5.	Jun-23	Meet with Mayor of CarrickFergus in Ireland	
6.	Jun-26	Rotary Club of Grahamstown Kudo Burger Stand	
7.			
8.			

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO.2264, 2023

A bylaw to establish the Downtown Courtenay Business Improvement Area

WHEREAS a municipal council may under the *Community Charter* grant money to an organization that has as one of its aims, functions and purposes, the planning and implementation of Business Promotion Scheme;

AND WHEREAS Council of the City of Courtenay has previously adopted Downtown Courtenay Business Improvement Area Bylaw No. 2264, 2002;

AND WHEREAS Council, at the request of the Downtown Courtenay Business Improvement Area, wishes to amend the Downtown Courtenay Business Improvement Area;

THEREFORE BE IT RESOLVED that the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. DEFINITIONS

In this Bylaw, unless the context otherwise requires:

"Applicant" means the Downtown Courtenay Business Improvement Applicant.

"Business Improvement Area" means the area of the City designated in Schedule "A" of this Bylaw.

"Business Promotion Scheme" means:

- (a) carrying out studies and making reports respecting the Downtown Courtenay Business Improvement Area;

- (b) the improvement, beautification or maintenance of streets and sidewalks in the Downtown Courtenay Business Improvement Areas; and
- (c) the encouragement and promotion of commercial business development within the Downtown Courtenay Business Improvement Area both directly, and indirectly through the encouragement of entertainment, sports and cultural activities.

“Taxable Property” means land and improvements that fall within Class 5 and 6 under the Assessment Act – Prescribed Class of Property Regulation, B.C. Reg. 438/81.

2. DESIGNATION OF AREA

- 2.1 Council designates the Downtown Courtenay Business Improvement Area boundary to include the lands within the outlined area as identified in Schedule “A”.

3. GRANT

- 3.1 The Council may, in the calendar years 2024 through 2028, grant to the Applicant, in the aggregate, funds not to exceed \$730,000 over the five-year term and not to exceed in any calendar year the amount collected by property value tax imposed under this Bylaw for that year. These monies shall be paid to the Applicant on or before the 1st day of September in each year. Funds will be broken down into annual amounts as follows:

2024 - \$120,000
2025 - \$130,000
2026 - \$145,000
2027 - \$160,000
2028 - \$175,000

- 3.2 The Applicant shall submit, annually on or before March 1st, a budget for the purpose of the Business Promotion Scheme as in section 1.

(a) The budget for the Business Promotion Scheme which is based on a fiscal year commencing January 1st, must contain sufficient information to describe all anticipated expenses and revenues, and has been approved by a majority of the members present at the Annual General Meeting of the Downtown Courtenay Business Improvement Area.

- 3.3 Monies granted to the Applicant under this Bylaw must be expended only by the Applicant and in accordance with the conditions and limitations set out in this Bylaw and for the planning and implementation of a Business Promotion Scheme set out in Schedule B of this Bylaw.

- 3.4 Monies granted pursuant to Section 4.1 of this Bylaw shall be expended only for

projects provided for in the annual budget submitted and approved by the Financial Officer pursuant to Section 4.2.

4. RECOVERY OF FUNDS

- 4.1 All of the money granted to the Applicant pursuant to this Bylaw shall be recovered within the Downtown Courtenay Business Improvement Area from the owners of Taxable Property.
- 4.2 For the purpose of recovering the monies granted to the Applicant, an annual property value tax shall be imposed on Taxable Property within the Downtown Courtenay Business Improvement Area, and such tax shall be based on the assessed value of the land and improvements.

5. CONDITIONS AND LIMITATIONS

- 5.1 The Applicant shall not carry out any borrowing, which results in an indebtedness or other obligation as to money granted to it by the Council pursuant to this Bylaw, which extends beyond the fiscal year in which that money was granted.
- 5.2 Any money granted to the Applicant by the Council pursuant to this Bylaw shall, if not required for immediate use, be invested only in securities in which trustees are authorized by law to invest.
- 5.3 The Applicant shall not alter or approve amendments to its Constitution or Bylaws without providing the Corporate Officer of the City with two months' notice of its intention to make such alteration or amendment, and if any alteration or amendment is made without such notice the City may withhold any payments under this Bylaw.
- 5.4 The Applicant shall account for the money granted by the Council for the previous year by submitting to the City on or before March 1 in each of the year 2024, 2025, 2026, 2027 and 2028 a compiled financial statement for the previous calendar year which shall be prepared in accordance with generally accepted accounting principles and shall include a balance sheet and a Statement of Revenue and Expenditure.

6. INSURANCE

- 6.1 The Applicant shall at all times carry a policy of comprehensive general liability insurance in the amount of \$2,000,000.00 with the City as an additional named insured. .

7. EXPIRATION DATE

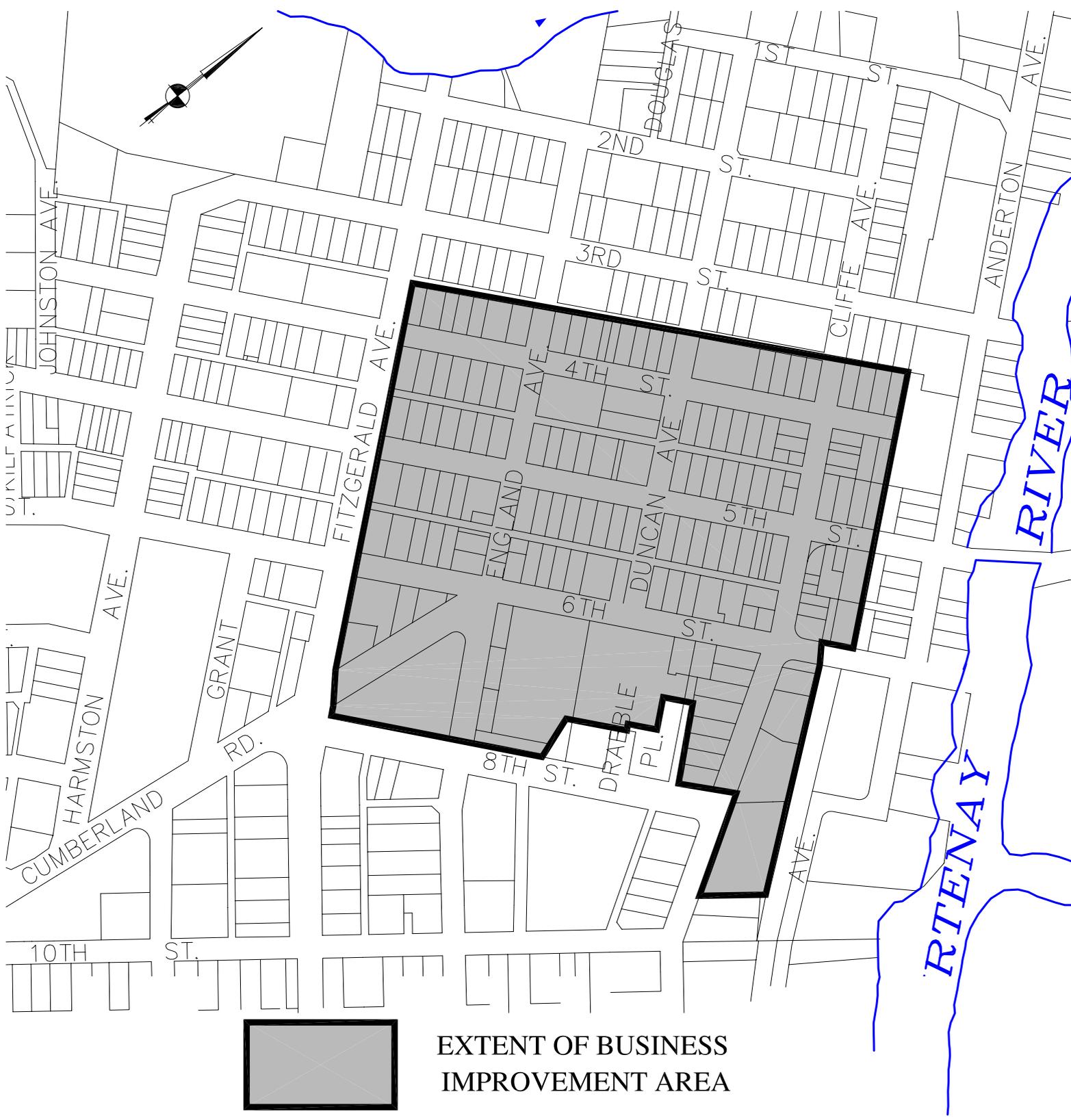
- 7.1 This bylaw shall be in effect until December 31, 2028 but the lapsing of the term over which money may be granted under this Bylaw shall not affect the obligations of the Applicant as to the expenditure of and accounting for monies granted under the Bylaw.

READ A FIRST, SECOND and THIRD time this

ADOPTED this

Bob Wells, Mayor

City of Courtenay Corporate Officer



**EXTENT OF BUSINESS
IMPROVEMENT AREA**



Downtown Courtenay Business Improvement Association

Year in Review 2022-2023 Activities

Committee Updates

Marketing Committee

The Downtown Courtenay Website continues to be an information hub for our members and community. We monetized the site this year with online registration for Market Day and the Christmas Parade.

This committee was busy marketing Downtown during recovery from the Bridge Revitalization project and for special events. We continue our partnerships with 97.3 The Eagle Radio , C.V. Collective and The Record News online, in print news and in Trio Magazine.

In 2022 we featured a full page ad in the Musicfest program.

We sponsor a kids bike in the City of Courtenay Canada Day bike giveaway.

Marketing tips for you!

Tag us on Social Media @downtowncourtenay so we can share your content.

Get involved by liking sharing and following your DCBIA neighbours on their Instagram, TikTok and Facebook pages!

Facebook followers grew by 3%

Instagram followers grew by 17%

Tiktok followers grew by 115%



Events

We celebrated the 50th annual Market Day Street Fair, July 2022.

Another successful Moonlight and Magic event with a "Fire and Ice" theme kicked off the holiday shopping season in 2022, and the continuation of the Christmas Parade brought joy to the community.

Santa visited the Parade this year and held court for in-person family photos at Gladstone Brewing Co. afterwards.

Anyone can join the Task Force for each event !

Upcoming events:

- Market Day July 22, 2023**
- Moonlight and Magic November 2023**
- C.V. Christmas Parade December 2023**

Community

Engagement Committee

We participate with local community groups as a collaborative partner.

We stay current with local issues and maintain valuable connections by observing or participating when appropriate.

Third Party Events

- Comox Valley Farmer's Market (Saturday Morning Winter and Wednesday Afternoon Summer Markets)
- Canada Day Parade and Halloween Parade and Party (City of Courtenay)
- Spirit Walk and Women's Memorial March
- Island Taste Trail

Infrastructure Committee

The focus here is to ensure Downtown is looking its best! Projects include Street Pole Banners, Wayfinding, Public Art, and Placemaking. We work collaboratively with the City of Courtenay and our members to make sure Downtown is clean, safe, inviting, beautiful and accessible, with an eye on sustainable practices.



Safety and Security Committee

We work to establish and maintain a safe and thriving Downtown for our members and community. To achieve that goal, we work with community groups, R.C.M.P and stakeholders.

This committee was extremely active with a very limited budget of \$1000. We are grateful for support from the City and RCMP, as well as Comox Valley Transition Society.

- No Trespassing Sticker Program
- Resource at-a-glance printable
- The Morning Crew
- Footprints Security overnight security patrol
- GIS camera mapping program (City of Courtenay)
- LED Solar Motion Light grant (DCBIA)

Staff also met with political leaders at every level to advocate for the protection of small business in the current challenging community wellness climate.



gordjohnsndp Thanks to Downtown Courtenay Business Improvement Association board member Sandra Viney and Executive Director Tracey Clarke for taking time to talk to me about community issues impacting the business community. Great also to join them for a walkabout to visit local businesses and see some of their local initiatives in action including the way finder project to promote small businesses and local history. Importantly, we talked about the toxic drug overdose crisis which is affecting the downtown core of Courtenay and all other communities in our riding. They believe federally funded compassionate supports for the homeless and those struggling with substance use disorder is urgently required. Congratulations to the Association for its excellent advocacy!



Our Team:

- Sandra Viney, President (Atlas Cafe)
- Steve Stewart , Secretary (Edible Island)
- Kristy Rowbotham, Treasurer (MNP)
- Jorden Marshall (Hot Chocolates)
- Daniel Sharratt (Gladstone Brewing Co.)
- Heather Ney (C.V. Transition Society)
- Kirsten Wood (Blue Spruce Ice Cream)
- Sheila Toni (Sacred Earth Metaphysical)
- George Ehrler (C.V. Cannabis Co.)
- Mayor Bob Wells (City Council Liaison)
- Tracey Clarke, Executive Director

DCBIA Year in Review 2022-23 Page 4

Bylaw Amendment Information



Bylaw Review 2023

City of Courtenay Bylaw 2264

We embarked on a long research project to inform an amendment to our 28 year old bylaw.

Through funding contributions from the City and using some DCBIA savings, we contracted Urban Systems who worked throughout 2022 and 2023 and provided a 57 page report and draft bylaw.

Your Board of Directors spent many, many hours in consideration, workshopping with staff and the consultants, then researching best practices to develop the amendments we are putting forth for your vote today.

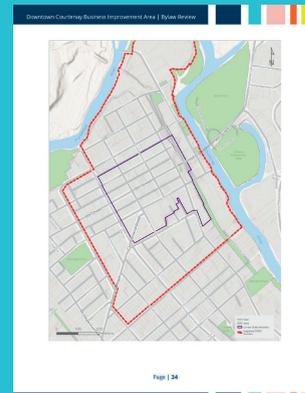
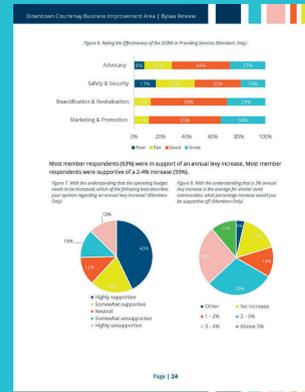
As it stands, the current bylaw does not contain a sunset or renewal clause. As well, it does not include an annual levy increase to ensure the annual operating budget keeps up with inflation or the cost of living. Therefore, the DCBIA has had the same operating budget for the last 28 years.

As such, the DCBIA's financial capacity to serve the community is increasingly limited. One examples of this is the ability to retain staff. With operating costs increasing every year, the DCBIA is limited in what they are able to pay an Executive Director. The DCBIA has had four Executive Directors within the last 5 years, with staff leaving for higher paid roles with more support.

Key Findings:

- A majority of member respondents to the survey had favorable views of DCBIA's existing services for beautification, revitalization, marketing, and promotion. A majority of survey respondents think the DCBIA's can do a better job at security, safety, and advocacy.
- Majority of current member respondents to the survey were supportive of an increase in operating budget.
- And majority of member respondents were supportive of an annual levy increase between 2% and 4%.
- Survey respondents indicated that they if they are going to be paying more, they expect higher levels of service.

With consideration of the support from survey respondents, a modest increase in the annual operating budget is recommended. The recommended annual operating budget would be at minimum \$120,000 with the current boundary and \$240,000 with an expanded boundary. To determine a budget, we recommend using the expanded service areas as a starting point. The DCBIA board will need to conduct a more fulsome budgeting exercise to determine where in that range they need to be, to increase to costs and service levels.



The DCBIA launched a virtual survey in August 2022. The survey was available until February for both property owners and business owners that are located in the Downtown Courtenay area. This included both current members and businesses outside the current boundary. The survey received a 24% response rate.

Downtown Courtenay Improvement Area Bylaw Review



March 2023

Prepared by Urban Systems

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Appendices

Appendix A – Communication and Engagement Report

Appendix B – Verbatim Engagement Results

1.0 Introduction

In 2022, the Downtown Courtenay Business Improvement Area (DCBIA) with support from the City of Courtenay, began the process of reviewing service levels, fees and operating budget. The goal of this project is ultimately to update the Downtown Courtenay Business Improvement Area Bylaw No. 2264, 2002 to better serve the Downtown Courtenay business community.

The DCBIA contracted Urban Systems to support with outreach efforts, best practice review and to conduct a strategic analysis to provide recommendations for improvement. This report is a result of this work and details the project background, methodology, best practice research, and the results of outreach efforts. Section 6.0 provides specific recommendations based on this information to build on the success of the DCBIA to continue to serve the Courtenay community in the years to come.



2.0 Downtown Courtenay Business Improvement Area

The Downtown Courtenay Business Improvement Area (DCBIA) is one of 70 Business Improvement Areas in BC. It has been in existence since 1995 and aims to provide support for downtown Courtenay businesses and enhance a vibrant business community through leadership and advocacy. The DCBIA currently has a membership of approximately 200 businesses. This number fluctuates from year to year as businesses come and go. It has operated with annual budget of \$60,000 since 1995, which is collected from the member businesses as part of their property taxes. The rate per \$1000 of assessed value changes based on the total assessed value for that year. Table 1 below lays out the DCBIA tax rate over the last 5 years.

Table 1: DCBIA tax rate over the last 5 years

Year	Tax Rate	Total Assessed Value	Total Levy
2018	1.1201	\$53,566,646	\$60,000
2019	1.0140	\$59,171,598	\$60,000
2020	0.9257	\$64,815,815	\$60,000
2021	0.9608	\$62,447,960	\$60,000
2022	0.8371	\$71,676,024	\$60,000

The DCBIA service levels are dependent on staff capacity and annual operating budget. The DCBIA is currently run by a part-time Executive Director and supported by a working Board of Directors. Board members volunteer their time to contribute to various DCBIA committees. Currently, the primary services that are offered are as follows:



Marketing and promotion which includes social media, signage and targeted marketing campaigns.



Beautification and revitalization which includes wayfinding signs, banners, lights, and working with the City to provide amenities such as parklets and garbage cans.



Safety and security which includes lighting dark areas, resources, surveillance and working with the RCMP to identify areas of concern.



Advocacy for downtown businesses to external organizations which includes external funders, City of Courtenay, the Comox Valley Regional District, provincial and federal governments, Chamber of Commerce, and other Business Improvement Areas throughout BC.

2.1 Current Conditions

As it stands, the current bylaw does not contain a sunset or renewal clause. As well, it does not include an annual levy increase to ensure the annual operating budget keeps up with inflation. Therefore, the DCBIA has had the same operating budget for the last 20 years.

As such, the DCBIA's financial capacity to serve the community is increasingly limited. One examples of this is the ability to retain staff. With operating costs increasing every year, the DCBIA is limited in what they are able to pay an Executive Director. The DCBIA has had four Executive Directors within the last 5 years, with staff leaving for higher paid roles with more support.



3.0 Enabling Legislation

All municipalities in British Columbia¹ are legislated under the *Community Charter*. The *Community Charter* provides municipalities with broad powers and a legal framework to address existing and future community needs. Part 7, Division 5 of the *Community Charter* provides municipalities the authority to establish a “local service areas”, which include BIAs.

Business Improvement Areas are considered local service areas that carry out “business promotion schemes,” which include:

- Carrying out studies or making reports respecting one or more areas in the municipality where business or commerce is carried on.
- Improving, beautifying or maintaining streets, sidewalks or municipally owned land, buildings or other structures in one or more business improvement areas.
- The removal of graffiti from buildings and other structures in one or more business improvement areas.
- Conserving heritage property in one or more business improvement areas.
- Encouraging business in one or more business improvement areas.

It has been noted that the language around the nature of business promotion schemes is deliberately vague, allowing for a broad range of interpretations.

The *Community Charter* indicates that, to establish a local service area (including a BIA), a municipality must adopt a bylaw that outlines the proposed service and cost recovery methods. The local service area bylaw must describe the service, define the boundaries, identify the cost of service and recovery methods, including form and portion of the service to be covered by the local service tax. Establishing bylaws are required to identify the business promotion scheme for the grant, the term of the grant and the maximum amount of money to be granted.

As such, this research and resulting report provides recommendations that are in line with the requirements as set out by the *Community Charter*.

3.1 Making Changes to the Bylaw

In the case of the DCBIA, the bylaw will need to be amended by Courtenay City Council to include new information.² Common practice is to submit a request to Council to approve the renewal of the Downtown Courtenay BIA.

¹ With the exception of the City of Vancouver which is governed by the *Vancouver Charter*

² Note that the current DCBIA bylaw is unique in its composition. It is recommended that the DCBIA consult with City staff and legal counsel to confirm if the current bylaw needs to be amended or repealed. If it needs to be repealed, the process for “renewal” of the bylaw changes significantly.

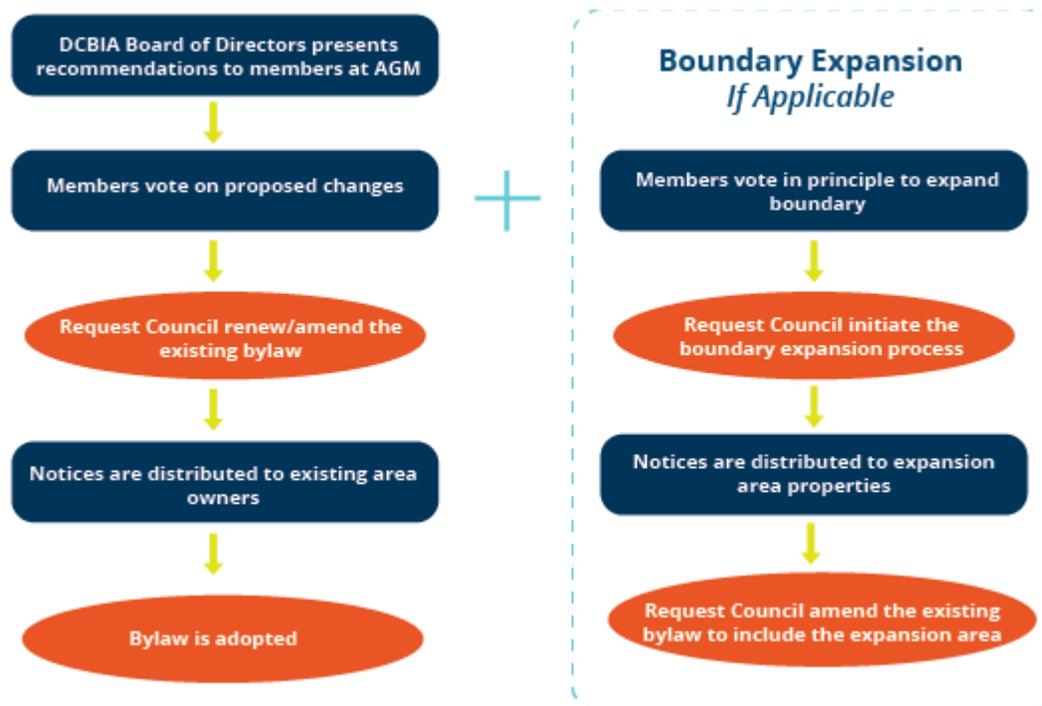
If the DCBIA is pursuing the “enlargement of a local service area” (i.e. expanding the BIA boundaries), the DCBIA will have to proceed in accordance with Division 5, Section 218 of the *Community Charter*. Notice will be sent out to all properties within the expansion area and they will be provided an opportunity to petition against the establishment of the local service area to include their property/business.

3.2 Adoption Process³

The following graphic outlines the process for making changes to the DCBIA bylaw. If members approve the expansion of the DCBIA boundary, it is recommended that the DCBIA undertake a two-step approach to renewal as seen below:

1. Renewal of existing BIA (renewal notices go only to existing BIA members) and requires a negative response (at an AGM). Members still vote in principle for expansion.
2. BIA Boundary Expansion (renewal notices go only to expansion-area properties that will be affected by the expansion)

Using this two-part process, failure of the expansion component does not ‘take down’ the existing BIA if the boundary expansion is not successful. If expansion fails, the existing BIA is renewed, if supported by the existing members. If expansion succeeds, the renewal bylaw includes the expansion area, or the BIA has two related by-laws: existing and expansion.



³ Note that the *Community Charter* can be interpreted a variety of ways. This adoption process is just one interpretation, City staff and legal counsel should be consulted prior to undertaking the adoption process.

4.0 How does the DCBIA Compare?

4.1 National Scan of BIA Best Practices

A high-level review of best practices was conducted, looking at BIAs in municipalities across Canada. Several themes emerged from the research and are detailed below.

Capacity and Resources

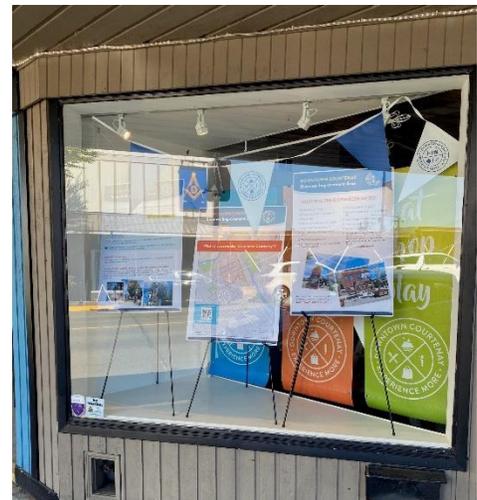
It was found that the BIAs that have higher assessment rates and associated levies, tend to have higher annual operating budget. This leads to increased capacity to tackle large scale issues and hire additional staff members as needed. BIAs with higher operating budgets often have the ability to hire full time staff to focus on BIA operations and initiatives. This allows the Board of Directors to focus on high-level strategy, oversight, and accountability versus the day-to-day operations.

Municipal Support

Successful BIAs have both financial and political support from the municipality. This can be accomplished by having a City staff member dedicated to BIA relations, and/or having regular meetings between the municipality and the BIA. Maintaining open communication channels between the BIA and the municipality can lead to additional resources and collaboration on important projects.

Size

Many municipalities noted that the most successful BIAs tend to be larger in size with a greater number of commercial properties that are contributing to the levy.



4.2 Comparative Communities

To dig deeper into best practices, several community's BIAs were selected to be examined more closely. These communities were chosen for their proximity to Courtenay, similar population and demographics, and the BIA's perceived success (i.e. BIA BC award winning). The communities chosen and their populations in 2021 are listed in Table 2 below.

Table 2: Comparable Communities

Community	Population⁴
Chilliwack	100,580
Kamloops ⁵	97,902
Prince George	76,708
Vernon	44,519
Campbell River	35,519
Squamish	23,819
Comox	14,828
Parksville	13,642
Duncan	5,047

⁴ Statistics Canada 2021 Canadian Census

⁵ Both the Downtown Kamloops Business Improvement Association and the North Shore Business Improvement Area Association were reviewed

4.3 Comparative Service Offerings

A BIA provides an area in the community with the means to improve local economic development and also achieve positive social outcomes, such as a revitalized downtown core.⁶ BIAs are able to serve their community in a variety of different ways. As such, a review of the comparable community’s BIA’s service offerings was conducted to understand how the DCBIA equates. The review was also used to research unique and creative ideas for services that could be employed by the DCBIA with an increased annual operating budget. The “core services” offered by the BIAs from comparative communities are demonstrated in Table 3 below.

Table 3: Comparable Communities – Core Service Offerings

Communities	Number of Members (approx.)	Services Offered ⁷
Chilliwack	350	Marketing and promotion activities Special event hosting/ planning Support & advocacy Business resources Investments in safety & cleanliness initiatives Members Health Benefits program
Prince George ⁸	500	Marketing and promotion activities Micro-grants & business resources Undertaking a beautification project Community safety, health & well-being
Vernon	400	Marketing and promotion activities Special event hosting/ planning Regularly updated news page Business resources through a member’s portal Downtown dollars initiative

⁶ Province of British Columbia (n.d.)

⁷ All information regarding services offered was determined from information available on each BIA’s website and may not be an exhaustive list.

⁸ Won the BC BIA Excellence Award in 2022 for Marketing for Local Businesses & Safety and Security

Communities	Number of Members (approx.)	Services Offered ⁷
Campbell River	80	Marketing and promotion activities Special event hosting/ planning News portal Business resources & links to community resources
Squamish	200	Marketing and promotion activities Special event hosting/ planning Resources for economic development Community maintenance & beautification projects
Duncan	250	Marketing and promotion activities Special event hosting/ planning Video marketing Conduct façade improvement projects Downtown Dollars program
Kamloops (Downtown)	850	Marketing and promotion activities Special event hosting/ planning Preparation of studies, surveys & reports Improvement, maintenance & beautification of streets Substantial community resources
Kamloops (North Shore)	460	Marketing and promotion activities Special event hosting/ planning Improvement, maintenance & beautification of the areas, particularly through their arts and community mural initiative Provide community resources for businesses Conduct advocacy work on behalf of members
Parksville	230	Marketing and promotion activities Special event hosting/ planning Develop wayfinding information Youth ambassador program Area beautification projects

Communities	Number of Members (approx.)	Services Offered ⁷
		Business resources & links to community resources
Comox	200	Marketing and promotion activities Special event hosting/ planning Conduct advocacy work on behalf of members Marine advocacy Member Business Resources page

4.3.1 Unique Service Offerings

Across BC, there are several BIAs that are piloting innovative projects that expand the role and impact of the organization. A summary of some unique initiatives are outlined below. Note that the DCBIA may already employ some of these initiatives, however, it is still valuable to see how other jurisdictions employ similar techniques.

Downtown Prince George BIA - Multi-Media Marketing Campaign

Over eight months, the project created consistent messaging, images and graphics across the BIAs social media, and digital platforms. The BIAs website was also updated.

Tasks involved:

- *Photo Library*
 - Developing stock photos depicting downtown business components for all seasons
 - Business Components: SHOP-EAT-EXPLORE-THRIVE
- *Design Library*
 - Developing design/graphic library to use for social, digital & print
- *Social Media Management*
 - Building tool kit for creating, scheduling, and implementing social media campaign
 - Providing social media implementation for Downtown Prince George
- *Print Promotions & Advertising*
 - Increasing consistent image in all print & electronic materials

Project Cost: The project’s final cost was \$18,505.94. The project was partially funded by Northern Development Initiative Trust.

Downtown Prince George BIA - Clean and Safe Program

Downtown Prince George partnered with several social enterprises to address the increase in litter, needles, drug paraphernalia, biohazards, and graffiti in the downtown area. It also created meaningful and stable employment opportunities for those who might be underemployed or unemployed.

Current programs include a five-day (morning and afternoon) litter cleanup, a daily biohazard clean-up, and a daily alley needle clean up. Community members can also report issues for cleanup through the City's 311 number.

Project Cost: \$175,000 in 2022. Funded in partnership with the City of Prince George and Canada's Reaching Home Program.

Downtown Vernon Association - Downtown Dollars

The Downtown Dollars project allows people to load up to \$500 for gifts that can only be used at participating downtown stores. They can be used both online and in person.

Under their current system, merchants don't have to wait for the BIA to come and exchange the voucher for cash. Each month the BIA is sent a report on what store the money was spent in, how much was spent, the balance of the remaining cards, total value of all cards in the marketplace, and other data.

Project Cost: The BIA signed a 3-year contract for \$3000 with a gift card company and spent an additional \$1000 on the physical cards.

Downtown Squamish BIA - Squamish Mural Walk and Festival

The Squamish Mural Walk is a free, year-round self-guided tour of the murals in Downtown Squamish. A map of the murals with information about the piece and the artist is available year-round.

During the Mural Festival, which runs for a week in June, new murals are added. The festival runs the same weekend as the Beer Festival and includes live music, art, and family entertainment. Murals are selected via a Request for Proposal (RFP) system.

Project Cost: For 2022, they spent \$25,000 across 11 murals (eight permanent and three temporary). This did not include travel costs and accommodation.

Downtown Kamloops BIA - Sustainability & Coffee Initiative

The project involved research on the importance of using non-disposable cups, offering free or discounted coffee to people who brought in a reusable mug, developing a communication strategy that encourages individuals to sign a pledge, and social media ads to raise awareness about the project.

Project Cost: One of the team members applied for a community grant and received funding to purchase reusable to-go cups. The City of Kamloops offered knowledge on the subject, an iPad to get pledges, and some display items.

Parksville Downtown Business Association - Downtown Youth Ambassadors

The Parksville BIA hires two students for the summer months to help tourist and residents explore what the city has to offer and act as outreach for the BIA members. The team of two are equipped with uniforms and an iPad to track where visitors were from. They submit a weekly report to their supervisor about their finding from the week and if there were any concerns to flag for the BIA or the City.

At the end of the summer, the team puts together an end-of-season report that monitors pedestrian traffic patterns, noting any problem areas that either the City or BIA needs to address, and any gaps in services and retail opportunities provided downtown.

Project Cost: The wages were funded in part by the Canada Summer Jobs program.

4.4 Finances

Under the *Community Charter*, municipal Councils are permitted to grant money for the planning and implementation of a BIA, all or part of which must be recovered through a local service tax. Most municipalities use a fixed annual operating budget and collected taxes based on assessed property value. This provides more certainty in their annual operating budget, allowing BIA's to plan for the long-term. For the DCBIA, their entire operating budget from taxes applied to the members which is based on property assessed value. Table 4 below outlines each BIA's annual operating budget for 2022, the dollar amount allocated per member, annual levy increase per community.⁹

In addition to the funds collected the local service tax, some municipalities listed below have additional funding sources including grants, municipal funding, or joint partnerships with private organizations. While it is allowed through the *Community Charter*, it is not common for BIA's to include a specific amount of funding from the municipality in the bylaw.

Table 4: Comparable Communities - Annual Operating Budget

Comparable Communities (2021 Pop)	Members ¹⁰	Annual Operating Budget (2022)	\$ Amount Allocated Per Member	Levy Increase Per Year
Courtenay (28,420)	200	\$60,000	\$300.00	0%
Chilliwack (100,580)	350	\$349,349	\$998.14	2.8%
Prince George (76,708)	500	\$337,653	\$675.31	3%
Vernon (44,519)	400	\$297,457	\$743.64	3.6%
Campbell River (35,519)	80	\$53,870	\$673.38	2.9%
Squamish (23,819)	200	\$93,824	\$494.12	0% but will increase after 2025
Duncan (5,047)	250	\$112,500	\$450	2.5%

⁹ This is calculated as if the annual operating budget were allocated evenly among all BIA members. This is used only as a comparison among BIA's, this is not realistic to how BIA's allocate their funding.

¹⁰ This number is approximate.

Comparable Communities (2021 Pop)	Members ¹⁰	Annual Operating Budget (2022)	\$ Amount Allocated Per Member	Levy Increase Per Year
Downtown Kamloops (97,902)	850	\$296,096	\$348.35	5-6.5%
Northshore Kamloops (97,902)	460	\$222,870	\$484.50	4%
Parksville (13,642)	230	\$190,000	\$826.10	2.7%
Comox (14,806)	130	\$72,900	\$560.77	0%

Using the information provided in the table above, the average annual levy increase among comparative communities is 3%. The following table shows the potential DCBIA annual operating budget if they had observed a 3% levy increase per year since creation in 1995.

Table 5: DCBIA annual operating budget when observing a 3% annual increase

Year	DCBIA Unrealized Annual Operating Budget
1995	\$60,000
2000	\$69,556
2005	\$80,635
2010	\$93,478
2015	\$108,367
2020	\$125,627
2025	\$145,636

5.0 Community Feedback

5.1 Outreach Efforts

As it has been 20 years since the DCBIA bylaw was last renewed, it was important to facilitate an extensive outreach and engagement process that aimed to reach as many members and prospective members as possible. The goals for this process are outlined in the Communication and Engagement Strategy which can be found in Appendix A.

BIAs are permitted to determine how they fulfill their requirement to conduct member outreach based on their understanding of how their membership operates. This project employed the following methods to engage with current and prospective members:

- Booth at Market Days
- Email Newsletters
- Mailouts to Property Owners
- Informational Handouts
- Public Information Session
- Newspaper Promotion
- Hot Chocolate's Window Display
- Digital Survey
- Door to Door Canvassing
- Social Media Campaign
- Board of Directors Workshop



5.1.1 Outreach by the Numbers

Through the methods listed above, we were able to reach a significant amount of current and prospective members about the process, the importance of the DCBIA, and better understand what they would like to see moving forward. The graphic below outlines the extent of the outreach undertaken through this project.¹¹



¹¹ Note that there were several rounds of mailouts and handouts completed, so some recipients may have been contacted multiple times.

5.2 Board of Directors Workshop

A workshop with DCBIA's board was held on September 28, 2022 in the Comox Valley Art Gallery Board Room. The workshop included three main activities: discussing potential new services with an increased budget, reviewing reasonable annual operating budgets and rate increases, and outlining the an expanded DCBIA boundary.

The feedback from those discussions is summarised below and organized by those three main workshop activities.

What existing services/initiatives are working well and could be expanded upon? And what new services/initiatives could be included with an increased operating budget?

Administration

Discussion surrounded the need to increase staffing at the DCBIA including paid roles for social media, events management, and bookkeeping. There was a significant amount of support for the current Executive Director and a desire to provide additional support for the role wherever possible.

Marketing and Promotion

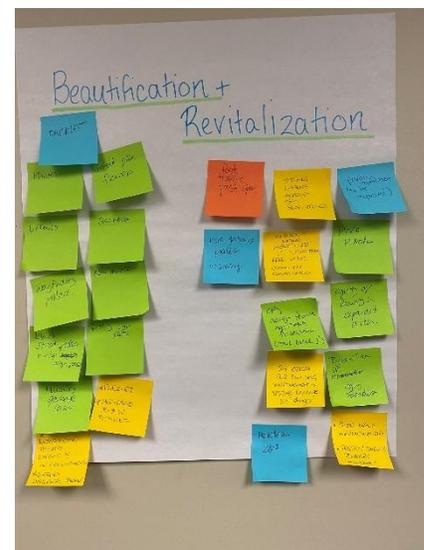
Discussion focused on small business owners. Ideas for new events included a mural festival, free music downtown, winter night light-ups, and late-night activities downtown. There were also several ideas to run co-promotion with hotels and the local airport, increase staffing for marketing, and focus on elevating the arts.

Beautification and Revitalization

Discussion surrounded overarching goals of revitalization and the need for more public gathering spaces and programming. A key theme emerged surrounding night life including ways to increase foot traffic past 5pm, more nighttime events.

There was also discussion of collaborating with the City of Courtenay to include design feature requirements for downtown that is incentivized by tax breaks, a tax break for building improvements to restore heritage buildings, sidewalk improvements, and a bylaw on the look of facades.

There was also discussion on the level of service provided by area of the DCBIA. This involved discussion surrounding a boundary expansion, and what level of beautification and



revitalization these areas would be able to expect. The Board recognized the need for equal services across the entire DCBIA.

Safety and Security

The Board’s feedback regarding safety and security generally focused on improvements to existing initiatives. Feedback included the need for consistent communication with the City of Courtenay and the RCMP, increased morning cleanup services, and initiating reporting from the Footprints security guard.

Advocacy

The Board’s feedback included a need to improve existing advocacy channels and finding new opportunities. Feedback included working with local politicians and the Provincial government for communications, partnering with non-profits, and deepening existing relating with RCMP, Homelessness Coalition, Chamber of Commerce, and other BIAs. The Board also noted a need to advocate for different types of member businesses needs (i.e. merchants vs professionals) and pursuing sponsorships and grants.

What is a reasonable annual operating budget and annual rate increase?

As an icebreaker to this topic, the Board was asked to submit what they thought would be a reasonable operating budget for the DCBIA. Answers ranged from \$320,000 on the high end, to \$80,000 on the low end.

Then using these numbers as examples, board members worked through several scenarios of potential operating budgets and annual rate increases. Through this budgeting exercise, participants were able to discuss what the priorities would be while keeping in mind services and initiatives discussed in the first activity. The table below is an example of the budgeting exercise employed during the workshop.

What is a realistic budget operating budget?			
Indicate on this scale a realistic budget range			
BUDGET	\$	130,000.00	\$ 60,000.00
			Current
Based off the prioritizing exercise; assign a percent of the budget to each service area.			
The below is based on the budget HIGH END number above			
	% of the Budget	Service Area Budget	
Safety and Security (i.e. lighting, resources, evening patrol)	13%	\$ 16,900.00	
Marketing and Promotion (i.e. Events, signage and marketing campaigns)	23%	\$ 29,900.00	
Beautification and Revitalization (i.e. parklets, wayfinding, amenities, banners)	9%	\$ 11,700.00	
Advocacy (i.e. external funders, City of Courtenay, CVRD, provincial and federal governments, Chamber of Commerce etc.)	8%	\$ 10,400.00	
Administration (i.e. ED set contract, ED increase hours, staffing support)	47%	\$ 61,100.00	Fixed costs
TOTAL	100%	\$ 130,000.00	

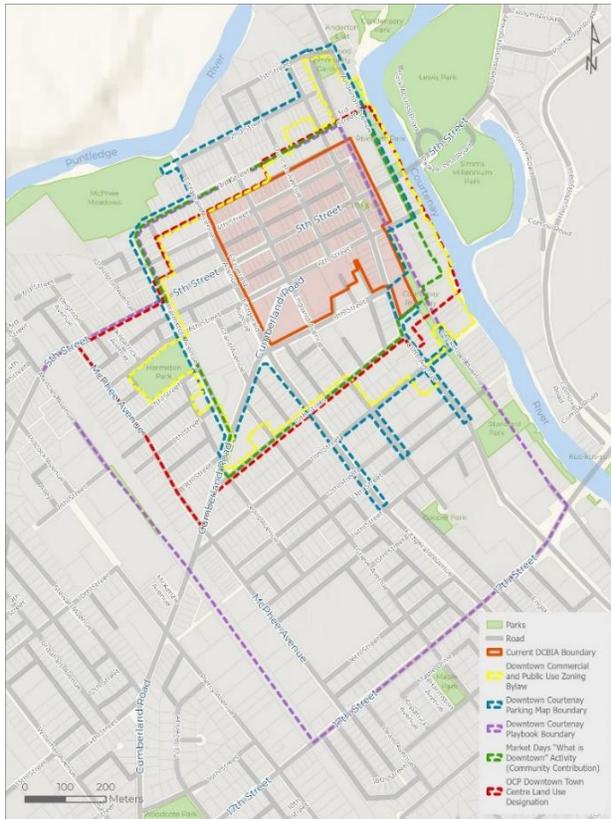
Figure 1 - Board of Directors Workshop Budgeting Exercise

However, board members noted that the size of the increase should be determined after feedback from the member survey was released that better showed what members would be most comfortable with. The photo of the spreadsheet on the previous page shows the budgeting activity and how board members allocated available funds.

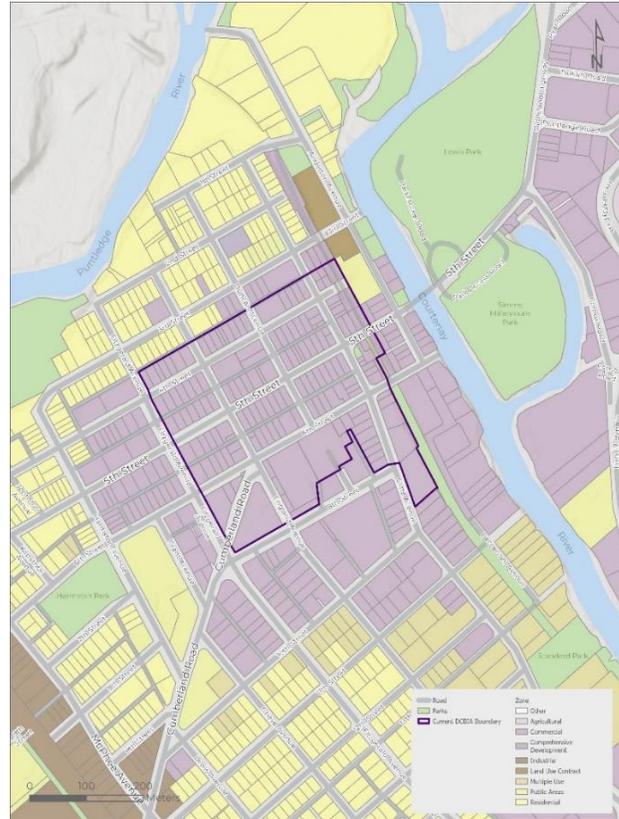
What are the boundaries of the future DCBIA?

Board members were shown the maps below to centre discussion around current boundaries, commercial properties and what the City of Courtenay considers to be “downtown.” Board members noted a clear boundary expansion area when looking at these maps.

Map 1: Various boundaries outlined in City of Courtenay planning documents



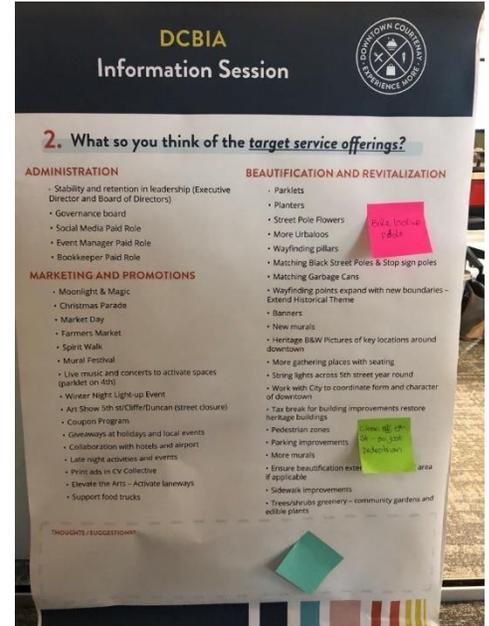
Map 2: City of Courtenay commercial zoning map



5.3 Information Session

The information session was held on November 15, 2022 at the Native Sons Hall in Downtown Courtenay. The event was promoted using the Hot Chocolate's window display, email newsletter, door-to-door handouts and social media. Attendees represented a variety of groups including long-time members, the general public and current DCBIA board members. The format of the event included a presentation, discussion, and posters board throughout the room for people to engage with the subject matter anonymously.

Attendees were in agreement that the current operating budget was not adequate to continue to serve the downtown business community. Attendees identified some concerns with a potential boundary expansion, noting that it can be difficult to garner support when proposing big changes.



5.4 Online Survey

The DCBIA launched a virtual survey in August 2022. The survey was available for both property owners and business owners that are located in the Downtown Courtenay area. This included both current members and businesses outside the current boundary. The survey closed on February 6th, 2023, and received 95 number of responses which is approximately a 24% response rate. The feedback from this survey is summarized in the section below.

Breakdown of Survey Respondents

A majority of the survey respondents (61%) were existing BIA members. About half of the respondents were from Area A (18%) and Area B (31%).

Figure 2. Are you a Downtown Courtenay Business Improvement Area Member?

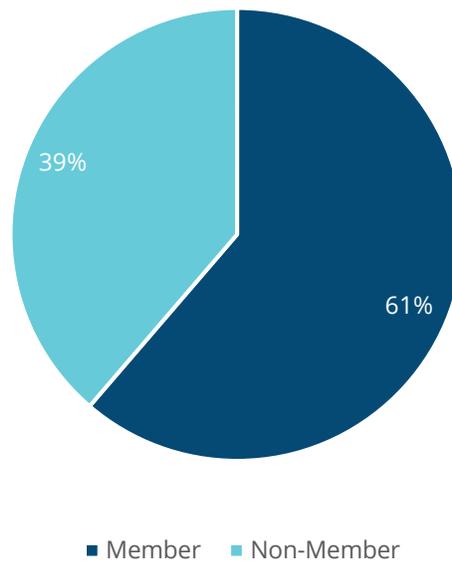
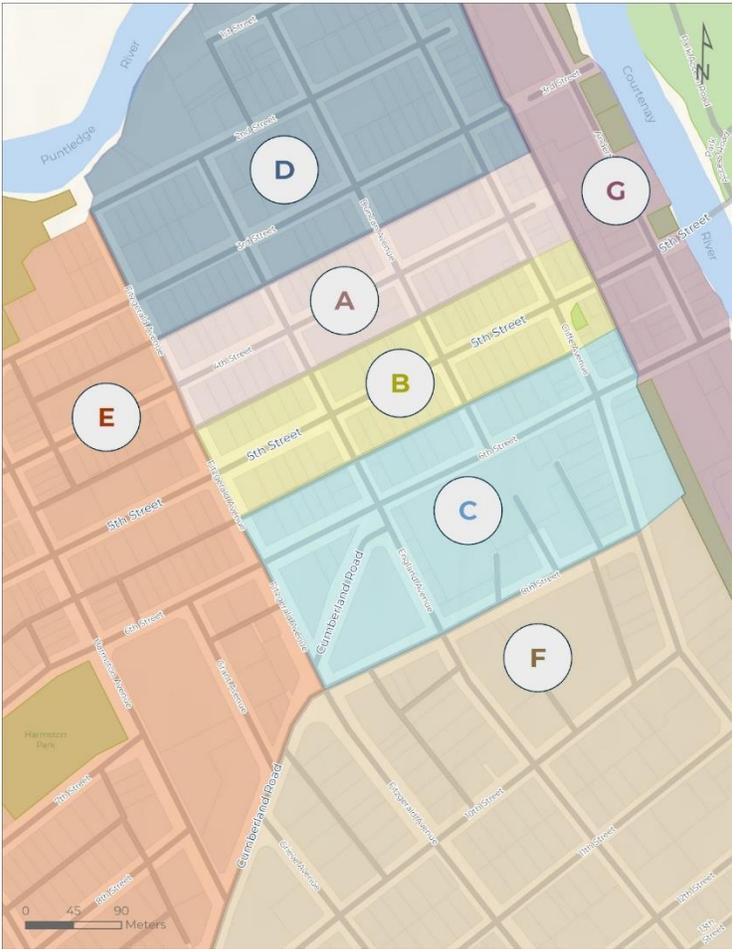
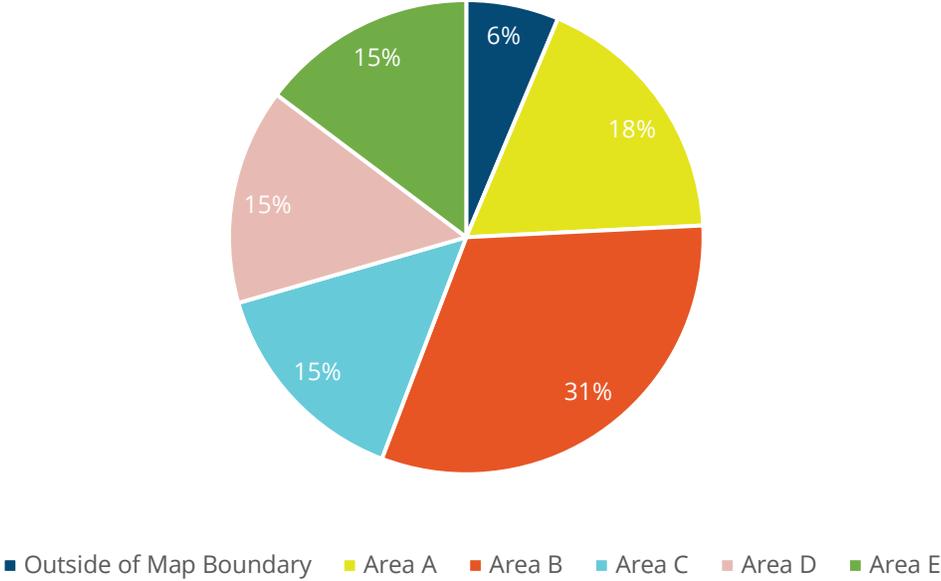


Figure 3. Location of Respondents



Many of the respondent members (71%) had been members for 10+ years. Most of the survey respondents (45%) represented businesses that offer some type of service (i.e. engineering, medical, lawyer etc.).

Figure 4. How long have you been a member? (Member Respondents Only)

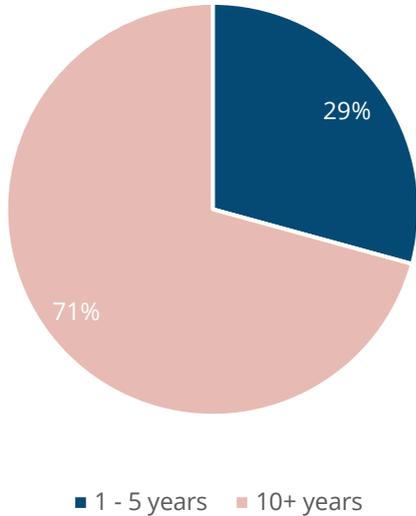
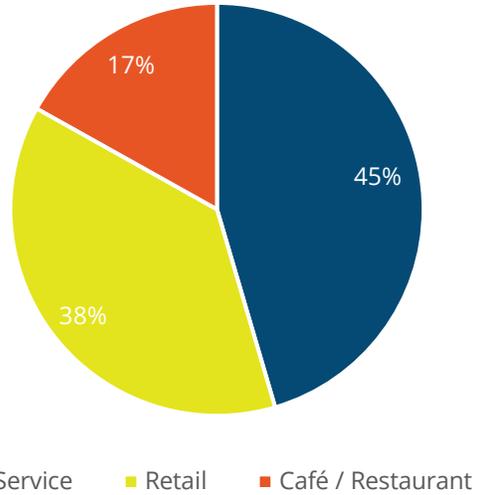


Figure 5. Business Type

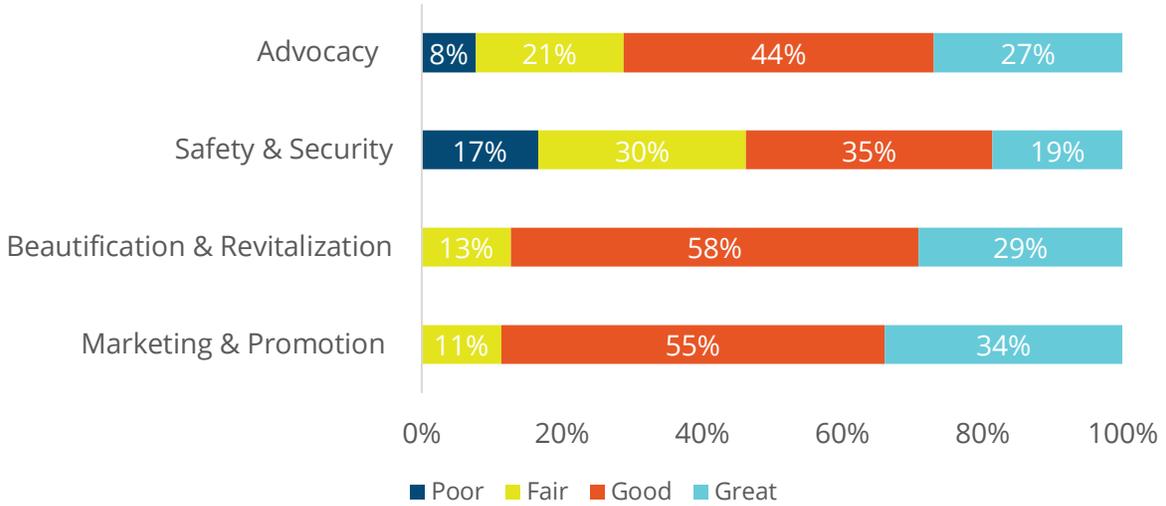


Member Opinions

Members responded most favourably to the effectiveness of the DCBIA in providing beautification, revitalization, marketing, and promotional services. Approximately (87%) had a good or great rating for DCBIA’s beautification and revitalization services and approximately (89%) had a good or great rating for DCBIA’s marketing and promotion services.

Member respondents had a lower perception of DCBIA’s advocacy, safety, and security services. Approximately (29%) had a poor or fair rating of the DCBIA’s advocacy services and approximately (47%) had a poor rating of DCBIA’s safety and security services.

Figure 6. Rating the Effectiveness of the DCBIA in Providing Services (Members Only)



Most member respondents (63%) were in support of an annual levy increase. Most member respondents were supportive of a 2-4% increase (55%).

Figure 7. With the understanding that the operating budget needs to be increased, which of the following best describes your opinion regarding an annual levy increase? (Members Only)

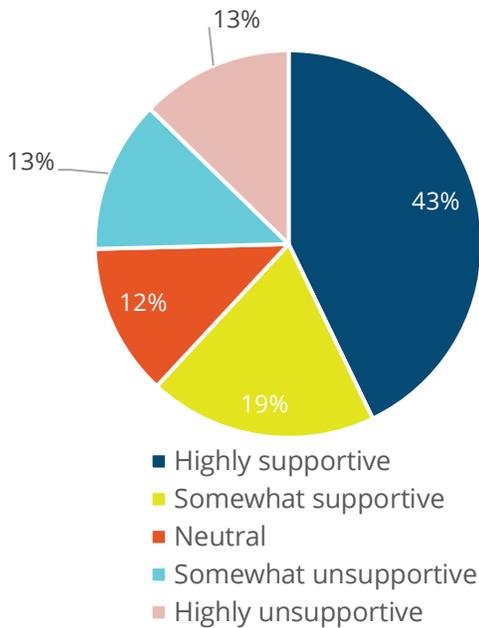
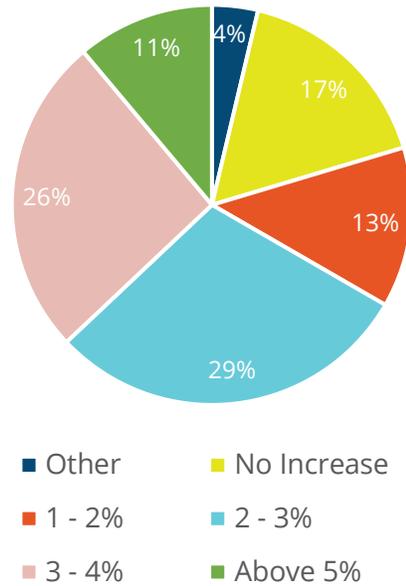


Figure 8. With the understanding that a 3% annual levy increase is the average for similar sized communities, what percentage increase would you be supportive of? (Members Only)



A majority of member respondents (72%) believed that a levy increase would not impact their decision to remain within the DCBIA. Most member respondents (78%) were also supportive of a boundary expansion to include more businesses.

Figure 9. Would a levy increase impact your decision to remain within the DCBIA boundaries? (Members Only)

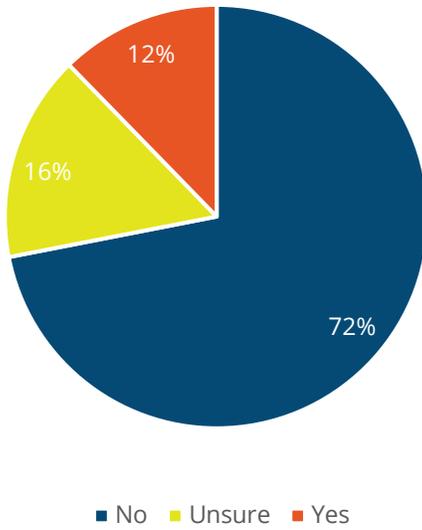
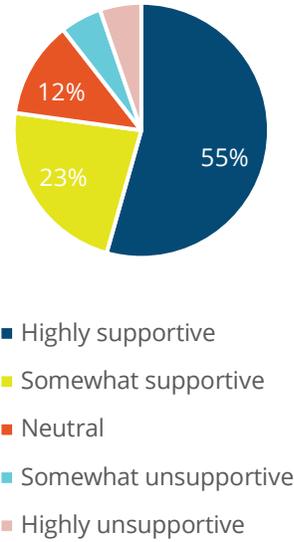
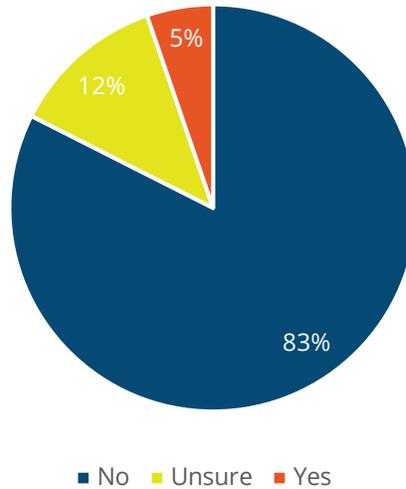


Figure 10. Would you be supportive of a DCBIA boundary expansion to include more businesses (Members Only)



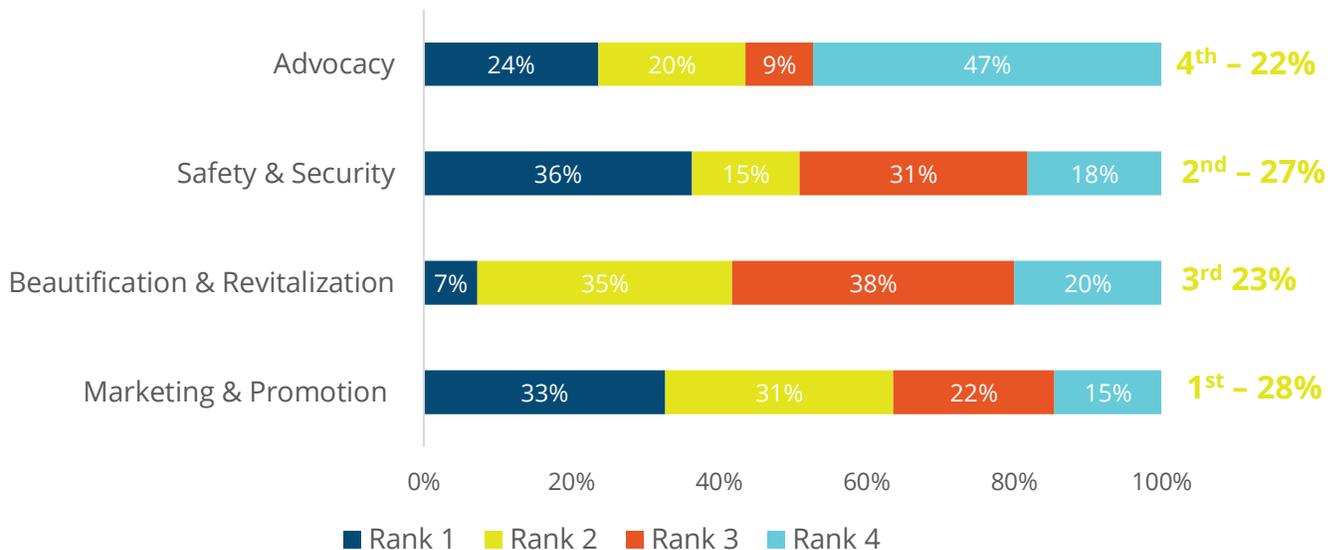
Most of the member respondents (83%) believed that a DCBIA expansion would not impact their decision to remain with in the DCBIA.

Figure 11. Would a boundary expansion impact your decision to remain within the DCBIA boundaries? (Members Only)



The priority service for member respondents was marketing and promotion, with over (64%) ranking it as their first or second priority. The lowest priority for member respondents was advocacy services, with (47%) of members ranking it as their last priority.

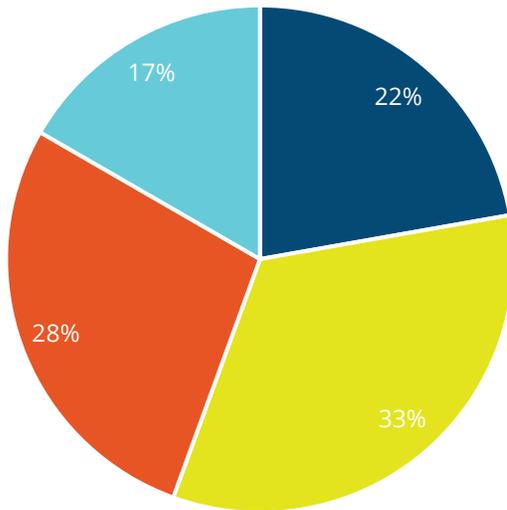
Figure 12. Please prioritize the services offered by the DCBIA from 1-4 in order of importance to you and your business (1 being the highest priority, 4 being the lowest) [Members Only]



Non-Member Opinions

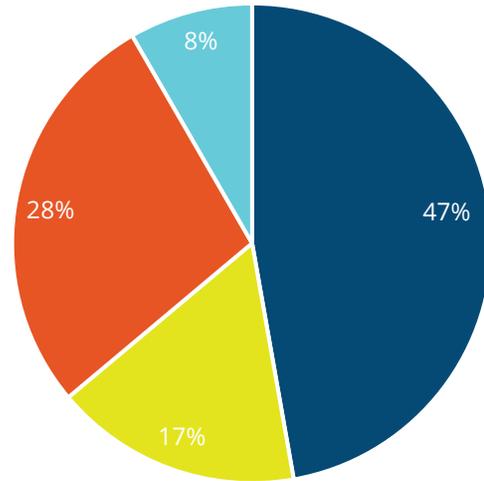
There were very few non-member respondents that understands well what the DCBIA does (17%). Only 28% of non-member respondents were associate members or had an interest in becoming one. The majority (47%) of non-member respondents did not understand what an associate member was.

Figure 13. How well do you understand what the DCBIA does? (Non-members)



- Not at all
- Not very well
- Somewhat well
- Very well

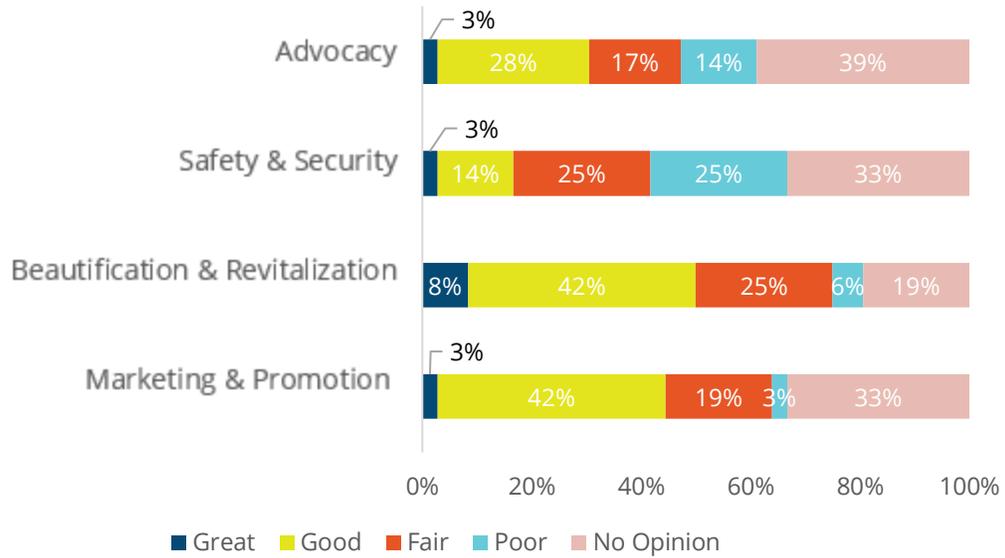
Figure 14. Are you currently an associate member? (Non-Member)



- I do not know what an associate is
- I have no interest in being an associate
- No, but I would like to be an associate
- Yes, I am an associate member

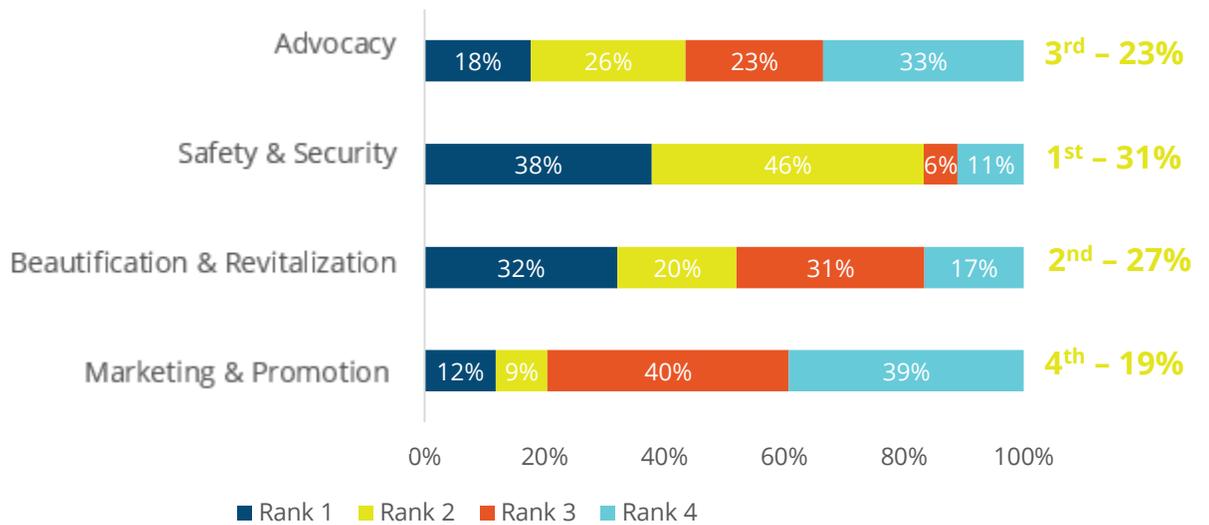
Overall, the non-member respondents did not have very favourable views of the DCBIA's effectiveness at providing services. The highest rated services were beautification, revitalization, marketing, and promotion. The lowest rated services were advocacy, which 14% rated poor, and security which 25% rated poor.

Figure 15. Rating the Effectiveness of the DCBIA in Providing Services (Non-members)



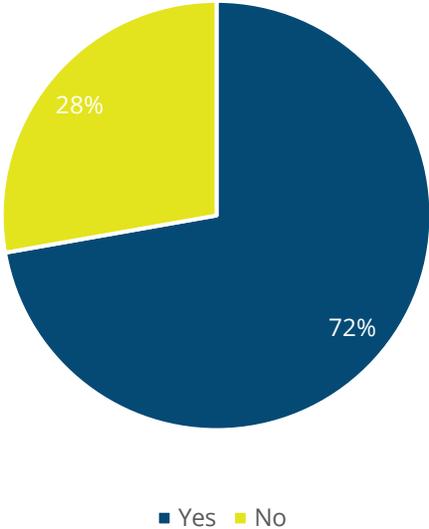
Non-member respondents top priorities were security, safety, beautification, and revitalization if the DCBIA’s boundary was expanded. Over 84% of non-member respondents had security and safety as their first or second priority. Approximately 52% of non-member respondents had beautification and revitalization as their first or second priority.

Figure 16. If the boundary was expanded, what level of service would you prioritize in your area? (Non-members)



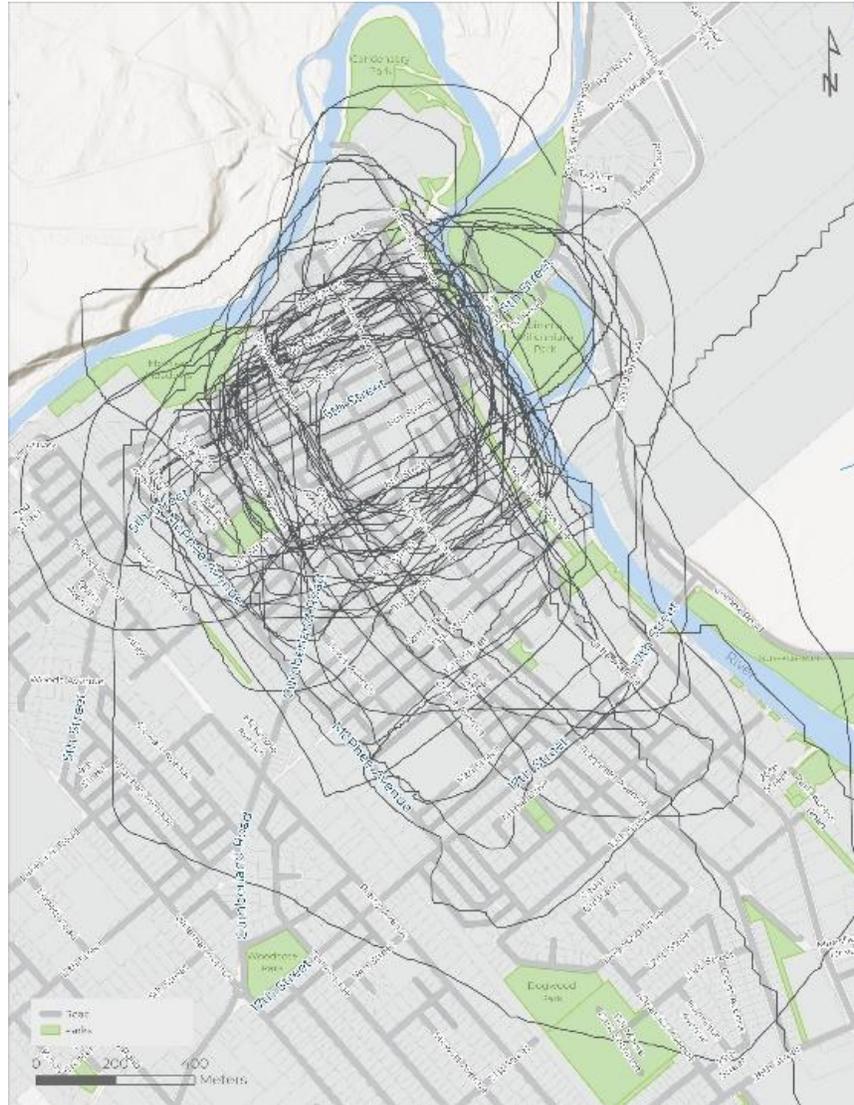
Approximately 72% of non-member survey respondents supported a DCBIA boundary expansion.

Figure 17. With an understanding of the services offered by the DCBIA (supplied in the attached info sheet), would you support a DCBIA boundary expansion that includes your business? (Non-members)



We asked the general public, current members and prospective members to draw on a map where they consider to be Downtown Courtenay. The resulting map in Figure 16 shows each of the respondents' boundaries.

Figure 18. What do you consider "Downtown Courtenay"



5.5 Key Findings

Through analysis of responses to outreach activities several key themes emerged that have been used to formulate recommendations.



Participants of the board workshop discussed several ideas for a potential budget and boundary increase. These ideas included increased paid staffing, new events and programming to improve the vibrancy of downtown, improving existing safety and security initiatives, and strengthening existing partnership.



A majority of member respondents to the survey had favorable views of DCBIA's existing services for beautification, revitalization, marketing, and promotion.



A majority of survey respondents think the DCBIA's can do a better job at security, safety, and advocacy.



Majority of current member respondents to the survey were supportive of an increase in operating budget. And majority of member respondents were supportive of an annual levy increase between 2% and 4%.



Survey respondents who are not currently members do not have a good understanding of what the DCBIA does or how it can help their business.



Majority of non-member respondents support a DCBIA boundary expansion to include their business.



Survey respondents indicated that they if they are going to be paying more, they expect higher levels of service.

6.0 Recommendations

As mentioned in Section 3.0, the *Community Charter* outlines that a local service area bylaw (which includes BIAs) must contain certain information. This includes the following:

- a) The bylaw must identify the business promotion scheme (services) for which and the organization to which the money will be granted.
- b) The bylaw must establish the maximum amount of money to be granted and the maximum term over which it may be granted.
- c) The bylaw must identify the methods of cost recovery for the service, including the form of local service tax and the portion of the costs of the service that are to be recovered by the local service tax.
- d) The bylaw must define the boundaries of the local service area using a map.

As per the list above, the following section details recommendations to be included in the bylaw that is based on the information provided in this report.

6.1 Service Delivery

The DCBIA has the opportunity to reimagine how they will serve the downtown business community and continue to make downtown Courtenay a vibrant place to visit. Services offered by the DCBIA are very much dependent on available resources, therefore budgeting will need to be completed to prioritize services.

The DCBIA should consider the results of the survey to focus resources. Prioritizing marketing and promotion and safety and security for the area that are currently members. And prioritizing safety and security and beautification and revitalization for areas outside the current boundary if the boundary is expanded. The Board should consider the exercise completed during the Board of Directors workshop to implement new initiatives and expand existing successful initiatives. This input can be found in Appendix B.

To limit staff turnover and increase capacity, it is recommended that the Executive Director position become a fulltime position. This will allow the board to move towards a governance model and focus more closely on strategic decision-making. The DCBIA should also consider hiring additional support such as a bookkeeper in the short-term and marketing/events support in the long-term.

6.2 Finances

With consideration of the support from survey respondents, a modest increase in the annual operating budget is recommended. The recommended annual operating budget would be at minimum \$120,000 with the current boundary and \$240,000 with an expanded boundary. To determine a budget, we recommend using the expanded service areas as a starting point. The DCBIA board will need to conduct a more fulsome budgeting exercise to determine where in that range they need to be, to increase to costs and service levels.

Based on the best practices research and feedback from the survey, we recommend an annual increase of approximately 3%. A 3% annual increase is the average amongst BC BIAs. This may be implemented after year 2 or 3 so as to allow members to adjust to the increase.

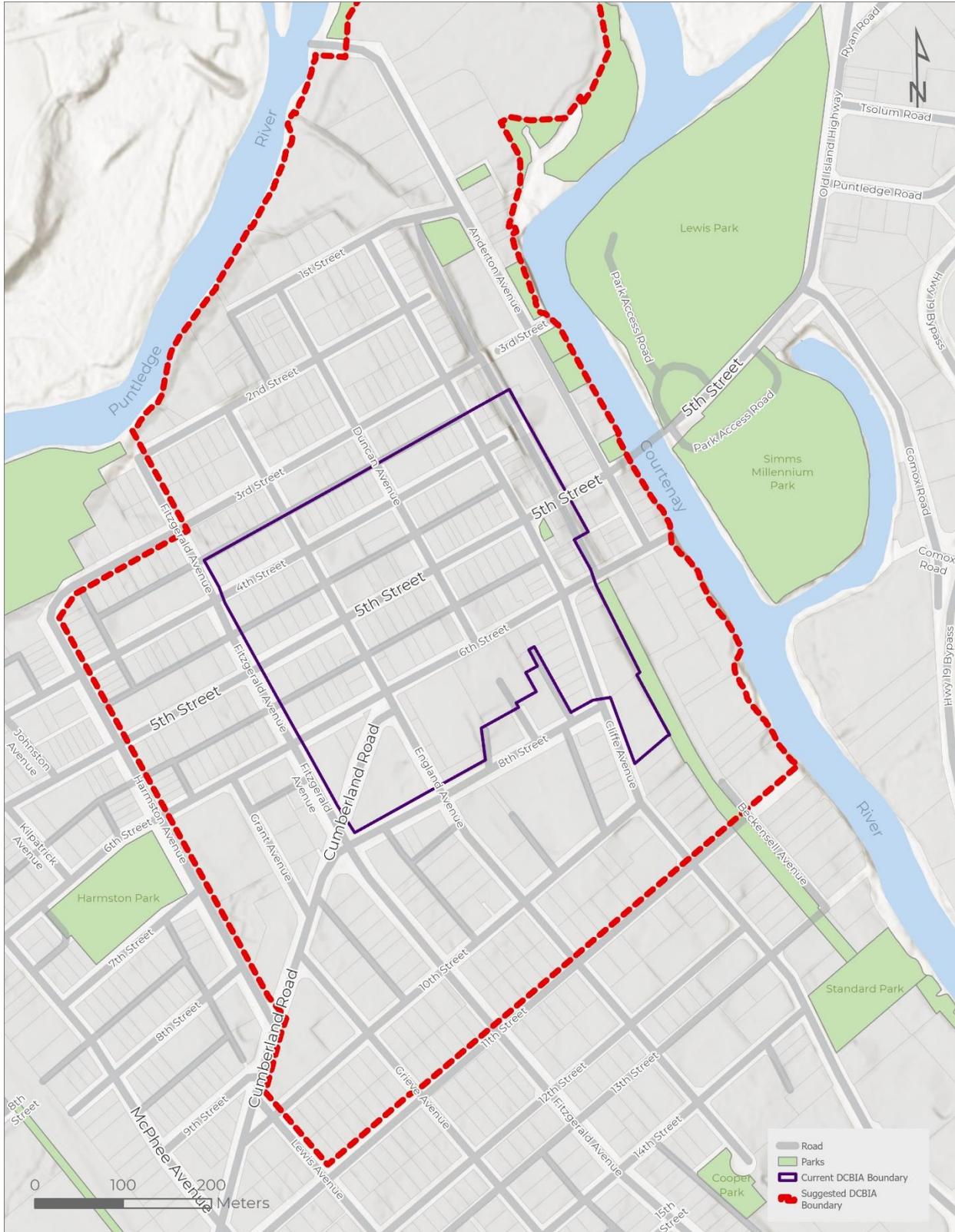


The term of renewal may depend on if an annual levy increase is employed. With an increase, the bylaw may not need to be renewed for a longer period of time. Therefore, it is recommended that the term of renewal for the DCBIA bylaw be between five and eight years.

6.3 Boundary Expansion

In consideration of the support from survey respondents, both within the current boundary and within the affected area, it is recommended to pursue a boundary expansion. The boundary expansion will help to level economic development and revitalization efforts throughout downtown Courtenay and bolster the annual operating budget with a wider tax base.

The proposed boundary in the map below incorporates all commercially zoned properties and utilizes the natural boundary of the river. This boundary also accommodates for future growth of the downtown area.



7.0 Recommended Next Steps

To complete this project and make changes to the bylaw, it is recommended that the DCBIA complete the next steps outlined in the graphic below.



Step 1 – Targeted Outreach to Expansion Area

It is recommended that outreach continue over the next few months with a more targeted approach. It may be helpful to reach out to properties with a high assessment value outside the current boundary as they will be most impacted by the changes.

Similarly, many non-member respondents of the survey indicated they did not fully understand what the DCBIA does. It may be useful to reach out to any survey respondents who indicated this and do not want a boundary expansion to be able to communicate what the DCBIA can offer them.

Step 2 – Board Decision-Making

While this report provides general recommendations about changes to the bylaw, the DCBIA Board of Directors will need to come to a decision about what they are presenting to the larger membership. This includes the annual operating budget, annual levy increase, service levels, and a boundary expansion.

A first step before making this decision, it is recommended the DCBIA discuss with the City of Courtenay any potential municipal contributions they may consider. These may be laid out in the bylaw, or they may be more focused towards infrastructure and regular City operations.

Step 3 – Annual General Meeting 2023

Once the Board has come to a decision, they will present the proposed changes at the AGM in June. Members will vote to pass these changes and vote in principle on a boundary expansion (if applicable). The AGM resolution to formally request the City to consider the BIA renewal.

Step 4 – Council Procedures

Depending on the results of the AGM, the DCBIA may move forward with a renewal request to City Council. This often takes the form of a letter with outreach activities and results outlined and proposed changes. Refer to section 3.2 of this report for more details about Council procedures. Please note, it is recommended that the DCBIA consult with City staff and legal counsel to confirm renewal steps prior to the AGM.



APPENDIX A

Communications and Engagement Strategy



Communications & Engagement Strategy

Prepared for the Downtown Courtenay Business Improvement Area – Bylaw Review.

SETTING THE STAGE

PROJECT BACKGROUND

The DCBIA has been in existence since 1995, with a goal to provide support for downtown Courtenay Businesses and enhance a vibrant business community through leadership and advocacy. It currently has more than 200 members.

The bylaw that establishes the Downtown Courtenay Business Improvement Association (DCBIA) has not been reviewed since the DCBIA's inception. As such, the DCBIA is undertaking a fulsome review of the bylaw. In order to prepare for the bylaw update, the DCBIA is conducting a planning process that focuses on engaging with local businesses and property owners to explore opportunities for an improved and expanded BIA. Key items to be investigated through this process include:

- Reviewing the boundaries of the DCBIA
- Service offerings and member benefits
- Budget and tax implications
- An overview of best practices and trends

STAKEHOLDERS

The project involves extensive consultation with interested and invested parties listed in the table below. The table shows perceived interest levels and targeted involvement for each stakeholder group.

<i>Stakeholder</i>	<i>Interest</i>	<i>Involvement</i>
DCBIA Board Members	High	High
DCBIA Members	High	Medium
Prospective Members (both inside and outside the current boundary)	Medium	Medium
City of Courtenay	Medium	Medium
Public	Low	Low

RISKS

The following table present any perceived communication or engagement risks to the project and associated mitigation measures to ensure the project runs smoothly:

<i>Risk</i>	<i>Mitigation Measure</i>
1. Lack of participation from members	Effective communication and marketing
	Selection of appropriate engagement techniques
	Leveraging board member connections
2. Off topic/out of scope commentary (i.e. airing grievances that do not relate to the bylaw review)	Effective facilitation during engagement activities
	Clear communication about the scope of the project
3. Condensed project timeline (i.e. how can we involve all stakeholders in a meaningful way and meet our deadline)	Effective project management techniques
	Support from staff and board
4. COVID-19 public health orders	Continue to monitor case numbers and public health order
	Observe Urban Systems health and safety principles
	Utilize virtual engagement techniques as necessary

COMMUNICATION

COMMUNICATION OBJECTIVES

The following communication objectives have been developed to guide communication efforts for each stakeholder groups. A targeted approach will ensure efficient and effective communication techniques are applied and tailored to each groups level of interest and involvement.

- **DCBIA Board Members:** They are consistently engaged and have ownership over the resulting bylaw
- **DCBIA General Members:** Well informed and consulted throughout the process and to ensure their views are incorporated
- **Prospective Members (outside the current boundary):** They are informed on the planning process and provided with opportunities to give feedback as it impacts them
- **Public:** They gain an understanding of the project and what the BIA offers
- **City of Courtenay:** They are kept up to date throughout the process and provided opportunities to share expertise
-

KEY MESSAGES

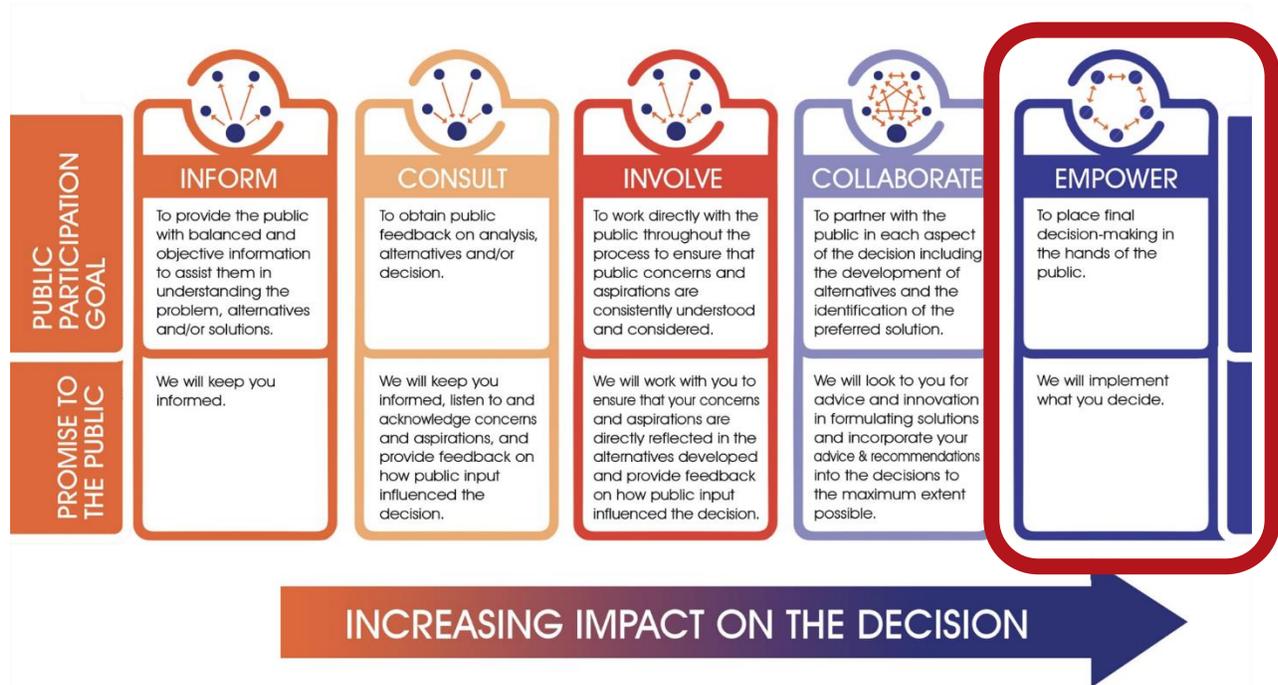
Key messages focus the development of communications and engagement materials. They allow the project team to speak collectively – presenting a “big picture” overview of the Bylaw Renewal. The following key messages are categorized by internal (i.e. DCBIA members, staff and the City of Courtenay) and external (i.e. the public and prospective members.”

Internal Message: *Be a part of creating an improved Downtown Courtenay Business Improvement Area bylaw that focuses on safety, economic development, and area revitalization.*

External Message: *The Downtown Courtenay Business Improvement Area is updating their bylaw with the goal of increasing revenue streams, examining levels of service and expanding the boundaries.*

ENGAGEMENT

The IAP2 Spectrum (featured below) is designed to assist with the selection of the level of participation that defines the stakeholder’s role and the formulation of the participation goal that will drive the engagement process.



For this project, we will **EMPOWER** the DCBIA members to make the final decision while the project team will work to implement what they decide. We will do so by utilizing techniques that bring people together to formulate a direction and implement that direction within the resulting bylaw.

Understanding the impact on the decision has helped to develop the following engagement objective:

Engagement Objective: *To facilitate a process for DCBIA members to make thoughtful and informed decision regarding the DCBIA Bylaw Renewal.*

4.1 TECHNIQUES

TECHNIQUE	DESCRIPTION	OBJECTIVE
Market Days	Booth set up at the annual Market Days with informational posters and an interactive activity	Gain a preliminary understanding of the public's level of interest in the project.
Promotional Campaign	<ul style="list-style-type: none"> • Website • Window display • Social media 	Provide information about what the DCBIA does, and inform them of the project process
Survey Package	<ul style="list-style-type: none"> • Targeted email • Informational handout • Online survey 	Provide information about best practices, comparative review, service levels and gain feedback about boundary expansion and fee structure.
Workshop	Structured session for Board of Directors to share thoughts.	Present our findings and facilitate a collaborative decision making process
Regular Board Meetings	Present to the DCBIA Board and share information about progress to date	Keep the DCBIA Board informed and involved in the project and leverage their knowledge of the BIA in future endeavours
Interviews	We will provide an opportunity for members to schedule a one on one interview with the project team to dig deeper into their thoughts about the project	Gain additional feedback from interested parties, and provide an opportunity to interact with the project team.

Information Session	A mid-way meeting with all stakeholders to present findings to date and update them on process	Gain feedback on the draft bylaw
Review Meeting	Meet with relevant City staff to review information	Review proposed process and gain an understanding of the City's role. Better understanding of the adoption process.
Door-to-Door Canvassing	Pass out flyers door-to-door to inform all businesses within the study area of the process and potential changes.	Ensure everyone that may be affected by the change is informed of the process
Mailouts	Send informational package via mail to property owners as many of them may live out of town.	Ensure everyone that may be affected by the change is informed of the process



APPENDIX B

Verbatim Engagement Results

SURVEY FINDINGS

VERBATIM INPUT

With the understanding that the operating budget needs to be increased, which of the following best describes your opinion regarding an annual levy increase? Please explain your response below (*Member Question*)

- A levy increase would improve the prospects and benefits of being within the boundary.
- I believe that pooling resources to pay for services is well worth it
- There are limited areas to run a retail (foot traffic based business)
- Own my building
- As with any funding if it's going to be used to improve the conditions then I support. If we are going to pay a larger amount that is just used up in administrative then no.
- I have no idea what the percentage means in real dollars so it's a bit of guess.
- I'm in support of the levy being increased assuming that the funds are used to increase the DCBIA's market exposure.
- I am content to stay where I am regardless of the decision.
- We are proud members of downtown and understand the importance of this levy and the implications moving forward
- I'd stay regardless.
- I do not think there is an opt out situation for this program
- Keep everybody the same ,expand to get More businesses in
- Building cannot be moved!
- With covid closure, bridge construction, being closed another 6 months from flooding and interest rates & the cost of living going up 📈📈📈
- DCBIA does a phenomenal job. So happy to be a part of it. Thank you.
- That is where my store is and moving would be detrimental to my business
- It would depend on the increase, and what we were directly benefiting from it. Not a simple yes or no.
- Covid closure bridge construction now. High interest rates. Small businesses are maxed out.
- It would reflect an increase in expenses that we are all experiencing and provide more working dollars for all aspects of the services provided by the DCBIA.
- As a cultural Amenity I don't think we pay a levy. But we would be willing to pay a membership. The theatre's location downtown is part of what makes it special.
- I do not think it is optional to not be part of the DCBIA if you're inside the boundaries. We have to try and make the best use of increases. Increases to everything is putting lots of pressure on business in general.
- I'm supportive of an increase
- Fabulous job! The ED is just amazing.
- I would still remain
- How much is 3%? If I'm already just breaking even, how could the DCBIA help offset the loss of business due to illness, snow, difficulty in parking.
- We're already in it and we support the increase
- My business is not portable
- On a 5-year lease, will choose future leases based on best location options available.

With the understanding that a 3% annual levy increase is the average for similar sized communities, what percentage increase would you be supportive of? Answered "other"
(Member Question)

- May not need to increase if we expand our boundaries which would give us a larger amount of memberships to work with
- I'm confused on what the rate increase is being proposed. Are you asking us what the rate should be? I would prefer to see a proposed budget with the rate increase.

Would you be supportive of a DCBIA boundary expansion to include more businesses? Please explain your response below (Member Question)

- Our business is already operating at capacity and we have no desire for growth. I know it sounds strange but it's true.
- Anything that helps beautify and unify the downtown core would be great
- I am always happy to join these types of associations. Even though we're on 3rd street we have the same issues as those a block or so over.
- I would need to understand what the boundary expansion would entail, but I would be open to expanded support for Courtenay's small local businesses and the downtown environment.
- Continue to focus on grow the core downtown before expanding
- I've been a member of other BIA's and believe firmly in their value
- Not sure how it would benefit my business
- Community should be connected, downtown is a small area but the issues it faces are the same for all commercial areas in town.
- The more the merrier
- We are outside city limits, I feel that keeping business in the downtown central core is important. I don't want to see any housing or business destroy any current park or greenspace. Part of keeping the charm is keeping things contained and smaller.
- It would be very advantageous to have the boundaries expanded so the legion could be included in any promotions.
- While I am simply an associate at my clinic and I don't own the property or business, I support a vibrant, safe, and beautiful downtown.
- I feel that area F businesses (we're on 10th street) are part of the downtown core. We would benefit from being part of discussions on how to keep the downtown core vital, by keeping it safe, accessible and vibrant for our customers.
- Owner of 2 properties. 362 10th, and 495 6th. I think that you do a good job with a limited budget. Courtenay has a vibrant downtown, and would like to keep it that way. I have safety and security concerns. Would like to see more foot traffic promoted by banners, flowers etc.
- Not likely to experience any direct financial gain from this service as the idea of "downtown" has been locally institutionalized as 5th and 6th Street. They stand to benefit the most. Expanding the jurisdiction to simply cover the costs to serve those it most benefits historically doesn't seem like a justification to require me to be a member or pay any increased cost. As a leasee, the business is already required to pay the property tax for the landowner. Financially beneficial opportunities to incurring this cost would have to be made on a case basis.
- This question is a bit confusing. The boundary already includes my business. We are an associate member because we are a city owned cultural amenity, not because of our location. I would support a limited boundary expansion on the basis of more members would offer more resources to the DCBIA. But too large a boundary extension would make the marketing of downtown (the downtown experience) much more challenging.
- I would want to have a better understanding of all of the services offered by the DCBIA and what the membership fees are before making a final decision but can see potential value in being included in marketing of events that bring people downtown.

-
- The Old Church Theatre would love to be considered as part of the Downtown Area and to share in helping to improve awareness and safety for everyone in that area.
 - In boundary

Would a boundary expansion impact your decision to remain within the DCBIA boundaries?

Please explain your response below (*Member Question*)

- Would not be likely to move due to this.
- I think if you're going to expand the boundaries then all of the properties that are inside of the expansion need to be included if you're going to just add one property from an expanded area they're going to be lots of properties that are going to reap the rewards of downtown business association efforts and not pay into it. I respect that part of it trying to get a cohesive entering of the boundaries with the taxes in different opinions of property owners would never be all that easy.
- The community is growing, the downtown core is growing and filling in and that should be acknowledged by new and larger boundaries.
- I would likely only support the boundary extension if there was a significant increase to the DCBIA budget for marketing. I'm not in favour expanding the boundary to increase the DCBIA's involvement with unhoused (is that PC?) issues. By this I mean that I would only be in favour of increasing the budget and boundaries if the focus of the DCBIA was on revenue generating businesses. If the budget was increased and a portion of the budget was dedicated to social issues, I would not support a budget increase.
- I am content to stay where I am regardless of the decision.
- The current boundary was established 20 years ago...a lot has changed, and we need to be more inclusive to the businesses that are located downtown that have been not included due to the original footprint
- I'd stay regardless.
- If you could generate more revenue by adding a larger base. But again, I do not think we can just opt out.
- As above and my business suits a downtown location
- If the boundary gets expanded, the current fund amount wouldn't be enough, if we increase it, the money won't go as far and the other businesses in the expansion area would not get the same benefits and exposure as the current BIA area.
- There are other businesses, like the cheese factory and shoppers, that could help out financially and benefit from what we have going on.
- Again, until I saw what changes were made, and how it would impact by business, I cant answer that.
- In the interests of densifying the downtown core and reflecting the population growth in our valley I think it is important that the DCBIA be part of that growth. I'm especially interested in developing towards the river where the city already owns chunks of property.
- More resources for the DCBIA would come from more members. This is an overdue good idea.
- I do not feel it is an option to leave the DCBIA if you're inside the boundaries. That would not work nor be fair.
- I'm supportive of an expansion.
- Would stay regardless
- Would the expansion decrease the size of the levy increase as more businesses would be contributing?
- We support a strong downtown core

Have you seen examples of initiatives other BIA's have undertaken that you think would work well in Courtenay?

- The markets are nice to have
- Taken from other DCBIA: Fall market events Business features on the website. Music done with non profit groups as fund raisers
- Closing 5th street to through traffic. 4th is wider for flow. Roundabouts at top of 4th 5th 6th to keep traffic flow. They don't have to be huge. Look at European style roundabouts. Street scape art such as sculpture
- Public art.
- Campbell River has more "street closure" events that are a huge hit, during the summer. They also have more downtown entertainment.
- Just signage and beautification - provides a good feeling to return and spend time in area.
- Close off a main shopping area such as 5th from Cliffe to England and the make 4th and 6th one-way streets...with roundabout traffic circles to prevent smog.
- Ladysmith Society (different from their BIA) creating the light event that has made Ladysmith a go to spot for Christmas displays on Vancouver Island
- I wanted to say above that the 1 through 4 - I feel are all so very important. I cannot choose.
- Some communities have clearly established their cultural precinct. E.g., Kelowna
- Garbage collection is an issue with the configuration of the area maybe some common areas like they have done in Duncan for bins.
- Yes, have business open on Sundays. This initiative would bring back more life to the down town core
- Canopy lighting of the streets
- I think any increase in funding should go towards decreasing the homeless population in Courtenay by purchasing and advocating for the purchase and establishment of mini homes such as those manufactured from shipping containers. The increasing homeless population contributes to people feeling less safe. More importantly this initiative would help alleviate a desperate situation and be the best advertising any business in the city could dream of. It would make international news!

What do you like most about being a DCBIA member? (Member Question)

- Attract more people downtown
- Having a say
- The communication and support
- For the most part most business owners are friendly and helpful, and all want our downtown to thrive
- Honestly?? As a member with business not on 5th street we rarely see anything happening. Seems as if we don't exist.
- Connecting to other businesses
- I do like the fact that we have events and the organization of those events I respect that we need to have employees to be able to do that the business owners have enough on their plate without having to try and organize parades and events etc.
- Having a say in what happens in Downtown Courtenay
- That the directors are amazing people with a clear vision of our future that also includes surveys such as this.
- The various market events
- Advocacy DCBIA provides with multiple levels of gov'n't, marketing events
- Feeling connected to the downtown community.
- Being kept in the knowing and support to the downtown business community.
- DCBIA does an amazing job working with promotions and works closely with the stores. Great with passing along any relevant information and with anything that might affect the downtown area.
- being connected to our community

-
- Support. Marketing. Safety.
 - Having a voice - keeping abreast of what is going on, meeting people.
 - Being part of what makes downtown work
 - Make member aware of what is happening downtown
 - United campaigns for marketing promotions.
 - Community, supporting each other's business
 - It's good for downtown
 - Seeing improvements
 - The community
 - Networking and events
 - Keeping aware and involved in my business community and investments in our Downtown
 - Security
 - Too new to know
 - Don't know. Think I pay the tax so I must be in it.
 - The community updates from other businesses in the Facebook page
 - Security. Advertising. Advocacy.
 - I like knowing that the area I do business in is handled by people who work and care about the area
 - We are a strong downtown, We come together with many events, We communicate and work together if our neighbors need help, We are independent and together at the same time"
 - Lobby City Council
 - Marketing and joint ads in CVC
 - That the board is so dedicated to making good decisions for us as a group.
 - Community within community. Walking around and feeling part of the energy.
 - The people in the community
 - It is like being in a group that we all support and share with events to try and create and larger exposure and reason for people to come to the downtown.
 - Helping guild positive change.
 - Help with homelessness problems. Marketing and events.
 - Getting to know other businesses, feeling like I have a support system, knowing they teamwork benefits us all.
 - The advocacy for safe streets
 - Communication and the gathering of information to make some sound decisions
 - Community
 - Being aware of what is going on where my lodges work and investment occurs
 - Bringing together the local businesses and owned, keeping us all connected.
 - We belong to a larger community with a larger voice. Lots of restaurants, variety of services (tea store, clothing), places are in walking distance.
 - I like the idea that we could act together as responsible business owners.
 - I didn't know I was one until this survey

What areas do you think the DCBIA could improve upon with a larger operating budget?

- So many. Is quite low in comparison to others. Longer term projects with retention.
- Id like to see parking increased and sidewalk patios taken down
- Shut down 4,5,6th street during summer months. Have more food trucks live music weekly.
- More promotion of our downtown merchants and not just the few on 5th street. Talking with many other business owners that we (businesses) England Avenue to the top of fifth street are not feeling included. This must change!
- Security cameras in lanes and at intersections. Executive Director one more day a week. Weekly page in the newspaper to highlight groups of businesses- professionals as well as retail. And a what's

happening news spot within the page. Monthly business get-togethers. Another public toilet at 4th street parking area.

- I think the ability to retain staff and have a little bit larger employee range to help organize events contribute to beautification of the area and safety the increase budget would go along way
- Marketing and security
- I would like to see added financial support for the Wednesday Market and additional events that would bring people downtown and provide them with good memories.
- Pedestrian-only days. This is something our downtown core DESPERATELY needs to do. When I drive down 5th, I'm not looking in windows. I'm trying not to hit pedestrians!!
- We need more garbage cans and cigarette butt collection containers
- Increased capacity for marketing and advocacy, increased grant programs to members. Pay staff more competitively/more staff time
- I do think a lot of emphasis is directly on the two block strip of 5th street, especially regarding events. I also hear a lot of complaints from customers about stores not being open later than 5 and on Sundays. Not directly a DCBIA thing but it does impact us. Lighting for dark places at night."
- More hours on advocacy, and safety as well as marketing.
- More larger events. It would be nice to have the car show back. It could be used towards advertising and promotions.
- Safety and security. The remuneration value to the Executive Director. The need for her to pay for staffing who will spearhead the events, in addition to honoring the true value of her time to do the job that is required. Current volunteer board members are burnt out and it is the same active members being asked to step up which is exhausting them to want to be on the board. In theme to our ethos of being vibrant we need to entice more community events in the downtown core.
- Events are great, more would be super.
- Do a better job everywhere... we are severely limited by budget.
- Marketing promotions
- Marketing. Security
- marketing & promotion
- Staffing
- Parking stickers got full time employees for sage parking in proximity to their offices or stores.
- Marketing and advocacy
- Safety after the city to lower property taxes for commercial buildings.
- New parking alternatives.
- Walkability, parklets, street closures,
- Install CCTV in laneways, corners or where RCMP suggest. More events. Full time executive director. Another Portland Loo. If area is expanded, then Street scape upgrades on those to match the present area. Paint BC Hydro poles all the same to show streets are a part of BIA. Use money that was for façade improvement grants for this. Street sculpture installations like other towns.
- Expanded advocacy, safety and security and mural development / execution
- Security of store fronts during the nights and daytime. my larges concern with the increase of homelessness individuals. The DCBIA does a good job currently. but more is required. This concern effects my tenants greatly.
- Advocacy with the city of Courtenay And other levels of government that gives support to the business owners.
- Environmental standards. Too much recyclable items go in the garbage no composting in Courtenay. Weather proofing old buildings renewable energy.
- Already doing a great job. Would love more festivals like moonlight and magic.
- Safety & security for sure. More marketing
- Marketing
- Parking is still an issue. Staff and business owners taking up limited parking. The customers could be parking in for easier access to shop in their stores. Perhaps it's time for paid parking in some areas of downtown and or looking at a Parkade.

-
- Beautification, security. Maybe a parkade (with other funders).
 - Safety
 - Admin, marketing, giveaways, events, advocacy, professional development workshops for staff and members
 - The ability to market and operate the events that we have in place. We know costs keep going up which means we do less and less each year which isn't the right path.
 - Beautification, security, removal of homeless shelters (to other areas of town)
 - More security
 - Lighting is becoming an issue. I'd like to see more presence of people downtown. I realize we don't have many actual residents, and into the evening it's quite quiet.
 - I believe less marketing is required going forward.
 - Security/ safety and policing for the downtown core with the homeless
 - We're in desperate need of better security and a response to vagrancy, vandalism, and open drug use.
 - Retention of our ED, Increased street amenities such as lighting, murals, waste containers,
 - Safety, revitalization
 - Garbage pickup

Is there anything else you'd like to share with the DCBIA?

- Definitely happy with the current boundaries as it relates to my business.
- Our parking enforcement is still nonexistent. Where is the enforcement on this?
- Kudos for doing so well with limited budget. This survey would be difficult for some businesses to do as doing it on a phone was challenging.
- I would love to see downtown Courtenay model itself after Nelson, its colorful, vibrant, and has tons of food options (highest per capita restaurants). Downtown could be a cultural hub with some retail and services. How would we encourage a nice wine bar or a late night dessert and coffee with music type places? I would love to see the store frontage be painted some very bold colors much like the theatre.
- Please do everything possible to work with the City to develop parking passes for downtown business owners and employees. In my work, I see clients one after another and am not able to move my car every couple of hours to stay within the parking limits. If I happen to have extra time to be able to move my car, I have concerns that it will take me too long between clients to find another parking spot nearby (very busy area). I understand that there is a parking lot available for downtown workers (I am on 4th St.), however it is much too far to walk with all of the bags I need to transport back and forth to work every day, and if I am leaving the office after 7pm, I will not feel completely safe walking all of that way to my car, especially in the winter. I usually work 10am-7pm or 9am-4pm and am concerned about being charged for parking too long in one place. I have discussed this with my colleagues, and they feel the same way, having the same needs as I do. Please help!"
- I don't think it should expand hence the non detailed area drawn in the previous map.
- I would mention how important the work is that you do and how much it is appreciated.
- The traffic situation is frustrating but IMO that's because downtowns are not meant to be a main artery through a town. We should really be focusing on creating downtown as a community hub by shutting down 5th street to car traffic, re-routing cars down 4th and 6th, and having cute picnic tables and markets out on the street.
- New director woman (paid position) is super
- Ways to deal with rude neighbouring businesses
- Omit street side eateries Oct 1
- Keep up the good work.
- Parking is still an issue business owners and staff still parking all day in the core streets and the 4th parking lot (this would be an ideal lot for a parkade). This discourages customers coming to shop downtown. We need a parkade. Work with property owners maybe with new buildings the city could fund a floor of underground parking. The palace and too good to be through could have been great spots. Or adding paid parking system. Making money. Or make certain areas for parking longer times

and others 15 minutes or 30 minutes. Some clients can be in spas/salons for 3-4 hours. The are spending money seems wrong they are the ones that would be paying the tickets when tickets are reinstated.

- Continue to ask city for more parking
- Thanks for what you do!
- We need to be careful of how fast we expand with the sensitive ecosystem of the lamprey behind us and the puntlege and Morrison creek. Putting in frisbee golf at Laketrail school, changed and trampled a beautiful eco-system and made more paths and more access to disturbance.
- Nelson BC has a similar vibe. And their lakefront access from downtown is amazing. More opening of the river for pedestrians and reducing the industrial feel of that area would be a game changer.
- The homelessness and associated garbage/feces problems are affecting everyone. There should be a city line to call to get your local property cleaned up. Also, the city keeps preaching about being green and enacting water restrictions. Meanwhile, they plant gardens every year that is expensive to plant, maintain and uses a lot of water even during times that it is restricted for everyone else. These gardens should be changed to other types of greenspaces that require less water and maintenance so resources can be used elsewhere.
- Great job. More festivals and possibly larger footprint for events (not just 5th)?
- Open more stores on sundays
- Safety and security are the most important issues. with the increasing homeless population and increasing poverty industry going on in the downtown core it is becoming less safe for our staff to be at the office. We are considering moving/relocating our business outside of the downtown core.
- We need more access to hand washing facilities, public bathrooms, easily available sharp disposable units. Stores are not offering public bathrooms and we need more infrastructure offered in more reasonable distribution to support both the houses and unhoused population. More harm reduction focus and perhaps needle injection site downtown rather than simply blocking out individuals may be places that we can start addressing the opiate pandemic. As uncomfortable as it is to see the unhoused population growth in the core, we could be at the forefront of community engagement in addressing this issue.
- Transportation and Parking are major issues for downtown businesses, especially facility operators with high seating capacity/occupancies. Either transit has to improve significantly (especially at night), or a parkade needs to be built to facilitate better transportation to and from downtown, for both patrons and workers. From an environmental and affordability standpoint (and a safety standpoint) more frequent transit service (maybe smaller busses running more often) and transit service, especially at night.
- As someone who works on behalf of The Old Church Theatre (755 Harmston) and MusicFest (2440 Cliffe Ave) we are seeing many of the same issues in both areas. It would be great to include more businesses in Courtenay in the DCBIA and would only help to strengthen all involved. I have already been speaking with Tracey so no need to reach out otherwise but you are welcome to if I can be of service. Thank You
- Appreciate security patrols, ensuring area is kept from of trash and debris, ongoing beautification.

BOARD OF DIRECTORS WORKSHOP

TRANSCRIBED NOTES

Administration

- Tracey <3
- Kristy <3
- Our E.D. is a gift
- Passionate Leadership Giving Stability
- Stability in leadership (Board long term members)
- Social Media Paid Role
- Event Manager Paid Role
- Accounting: Change from Review to Compilation
- *Bookkeeper
- *Move to Governance Board
- Increased Staff → marketing → admin → events
- Paid bookkeeper

Marketing and Promotion

- Moonlight & Magic
- Christmas Parade
- Market Day
- Third Party Events
- Farmers Market
- Spirit Walk
- Mural Fest
- Print ads in CV Collective → Trio Mag → Music Fest Program
- Art Show Close 5th St/Cliffe/Duncan
- Winter night Light-ups
- Using tech
- Bicycle Race Criterion
- More Community Spirit Focused Events
- Coupon Program for Downtown B12
- Win gift boxes for special holiday or special events
- Giveaways at local events
- Free music downtown lunchtime in parklet
- We need a strong committee with strong leadership
- Feature written in local paper 'Behind the Counter'
- Co-promo with hotels/airport
- Late night activities downtown
- Staffing for marketing
- More elevate the Arts – Activate events Laneways
- More concerts Downtown

Beautification and Revitalization

- Parklet
- Planters
- Street Pole Flowers
- Urbaloo
- Wayfinding pillars
- Black Street Poles & Stop sign poles
- Matching Garbage Cans
- Wayfinding points expand with new boundaries – Extend Historical Theme
- Banners
- New murals
- Pretty signposts
- Heritage B&W Pictures
- Foot traffic past 5pm
- More gathering places with seating
- String lights across 5th year round
- Revitalize more night life →free music →food trucks – community gatherings
- City design feature requirements for downtown (tax break)
- Tax break for building improvements restore heritage buildings
- Pedestrian zone
- Parking improvement (to be improved)
- More murals
- Equity or beauty in expanded area
- “Bylaw” or recommendations – ugly facades
- Sidewalk improvements
- Trees/shrubs greenery – edible?

Safety and Security

- Connect Centre – draws people over there – increased security has helped
- Crime going down – RCMP
- CPTED by city (Fence behind city hall)
- Solid communication with city and RCMP
- Patrol RCMP
- Cleaning Crew
- Liaison with City & RCMP
- Sticker program – good that it is happening – But needs more uptake
- Footprints security patrol funded by City
- Footprints security guard all night → driving around → would be nice to get reports
- Morning cleanup → could use more
- S&S Quick glance resource sheet
- Member workshop for diversity or inclusion
- Telus initiative with BIABC
- Morning crew stays forever! Does nights or afternoons
- CCTV
- Better lighting
- Lighting
- Bike Patrol
- Cameras
- Nalaxone Training

Advocacy

- Support for S&S initiatives – security patrol – lighting audit
- Working with local politicians & provincial government for comm. Wellness
- Partnerships with non-profits
- Deepening Relationships with: RCMP, Homelessness Coalition, Chamber, Other BIA's
- Advocating for all the different types of city member business needs (merchant vs professional)
- RCMP downtown
- Fundraising Collaboration – sport groups – truth & reconciliation & repairing restoring relationships
- Pursuing Sponsorship
- Pursuing Grants
- Commercial Taxation Advocacy

CITY OF COURTENAY
BYLAW NO. 3103, 2023

A bylaw to repeal bylaw 3069, 2022

1. This bylaw shall be cited as “Council Remuneration Repeal Bylaw No. 3103”,
2. “Council Remuneration Bylaw No. 3069, 2022” be hereby repealed

READ a first time by the City Council the ___ day of ____, 2023.

READ a second time by the City Council the ___ day of ____, 2023.

READ a third time by the City Council the ___ day of ____, 2023.

ADOPTED by the City Council this ___ day of ____, 2023.

Bob Wells, Mayor

Adriana Proton, Corporate Officer

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3102

A bylaw to amend Council Procedure Bylaw No. 2370, 2013

WHEREAS the *Community Charter* requires that a council must, by bylaw, establish the general procedures to be followed by council and committees in conducting their business.

NOW THEREFORE the Council of the City of Courtenay, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as “*Council Procedure Amendment Bylaw No. 3102, 2023*”.
2. Council Procedure Bylaw No. 2730, 2013 is hereby amended as follows:
 - a) By deleting **Section 2** and substituting the following:

Definitions

2. In this bylaw:

“*Acting Mayor*” means the person designated to act in place of the Mayor pursuant to section 4(1) of this bylaw;

“*Closed Meeting*” means a regular or special Council meeting, Committee of the Whole meeting, or Committee meeting, or portion thereof, closed to the public pursuant to section 90 of the *Community Charter*;

“*Corporate Officer*” means the Corporate Officer appointed pursuant to Section 148 of the *Community Charter* and includes their Deputy or Delegate;

“*Commission*” means a municipal commission established under Section 143 of the *Community Charter*;

“*Committee*” means a standing, select, or other Committee of Council, but does not include Committee of the Whole;

“*Delegation*” means an address to Council or Committee at the request of the person wishing to speak and which is generally related, but not limited to, an item of business on the agenda of the Meeting at which the person wishes to appear;

“*Inaugural Meeting*” means the first Council meeting following a General Local Election;

“*Member*” means any member of Council and includes the Mayor;

“Notice Board” means the notice board located at City Hall, 830 Cliffe Avenue, Courtenay, B.C.

“Public Notice Posting Place” means the notice board located at City Hall and the City of Courtenay Website;

“Robert’s Rules of Order” means the text, Robert’s Rules of Order, Newly Revised, 12th Edition by Henry M. Robert (Public Affairs, 2020), or the most recent subsequent edition.

- b) By deleting **Section 3** and substituting the following:

Application of Rules of Procedure

- 3.** (1) *The provisions of this bylaw govern the proceedings of Council and all Committees of Council, as applicable.*
- (2) *In cases not provided for under this bylaw, Robert’s Rules of Order apply to the proceedings of regular Council, standing Committees, select Committees, and Committee of the whole to the extent those rules are:*
- a) *applicable to the circumstances;*
 - b) *not inconsistent with provisions of this bylaw; and*
 - c) *not inconsistent with the Community Charter or other applicable enactments.*

- c) By deleting **Section 4(2)**.

- d) By deleting **Section 5** and substituting the following:

Inaugural Meeting

- 5.** *Following a general local election, the first regular Council meeting will be held on the first Monday in November.*

- e) By deleting **Section 6** and substituting the following:

Notice Requirements for Regular Council Meeting Schedule

- 6.** (1) *Prior to December 31st each year, the Corporate Officer must provide to Council, for approval, an annual schedule of all regular meetings including dates, times and places and give notice of the availability of the schedule in accordance with the Community Charter.*

- (2) *At least 48 hours before a regular meeting of Council, the Corporate Officer will give public notice of the time, place, and date of the meeting by posting a notice and a copy of the agenda, except for those meetings closed to the public, at the Public Notice Posting Place.*
- (3) *Where revisions to the annual schedule of regular Council meetings are made as a result of a cancellation or a change to the date, time, and/or place of a regular Council meeting, the Corporate Officer will post a notice at the Public Notice Posting Place.*

f) By deleting **Section 7** and substituting the following:

Regular and Special Council Meetings

- N7.** (1) *Unless Council otherwise resolves, regular and special Council meetings will take place in the Civic Room located at 770 Harmston Avenue, Courtenay or at Courtenay City Hall located at 830 Cliffe Avenue, Courtenay.*
- (2) *Notwithstanding Subsection (1), and subject to Subsections (3) and (4), Council may meet at a place other than City Hall, or outside the boundaries of the City.*
- (3) *Where a Council meeting is to be held at a place other than the Civic Room or at Courtenay City Hall, the Corporate Officer will post a notice as to the alternate location at the Public Notice Posting Place.*
- (4) *Regular Council meetings will:*
- a) *be held in accordance with the schedule of Council meetings, as approved by Council; and*
 - b) *begin at 4:00 p.m., unless preceded by a Closed Meeting, or a public hearing.*
- (5) *Notwithstanding Subsection (4), the Corporate Officer may, in consultation with the Mayor and City Manager, cancel, postpone or reschedule a regular Council meeting, and establish a different day, time or place for that meeting.*

g) By deleting **Section 8** and substituting the following:

Notice of Special Council Meetings

- 8.** *Except where notice of a special meeting is waived by a unanimous vote of all Council Members, at least 24 hours before a special meeting of Council,*

the Corporate Officer will give public notice of the time, place and date of the special meeting by posting a notice, and a copy of the agenda, except for those meetings closed to the public, in the Public Notice Posting Place.

h) By deleting **Section 9** and substituting the following:

Electronic Meetings

- 9.** (1) *Subject to Section 128 of the Community Charter, regular Council meetings may be conducted by means of electronic or other communication facilities.*
- (2) *Subject to Section 128.1(1) of the Community Charter, special meetings of Council may be conducted by means of electronic or other communication facilities.*
- (3) *Subject to Section 128.2(1) of the Community Charter, Committee meetings may be conducted by means of electronic or other communication facilities.*
- (4) *At least 48 hours before an electronic regular Council meeting, special meeting of Council, or Committee meeting, the Corporate Officer will give advanced public notice in the same manner as provided in Section 6(2) of the way in which the meeting is to be conducted by means of electronic or other communication facilities.*
- (5) *A member of Council or a Committee who is unable to attend in person at a regular Council meeting, a special meeting of Council or a Committee meeting may participate in the meeting by means of electronic or other communication facilities if the requirements of Subsection (5) are met.*
- (6) *The following rules apply in relation to a meeting referred to in Subsection (5):*
- a) *the meeting must be conducted in accordance with this bylaw;*
 - b) *the facilities must enable the meeting's participants to hear, or watch and hear, the participation of the member of Council or a Committee; and*
 - c) *Except for any part of the meeting that is closed to the public, the facilities must enable the public to hear, or watch and hear, the participation of the member of Council or a Committee.*

(7) *Members of Council or a Committee who are participating under this Section in a meeting conducted in accordance with this Section are deemed to be present at the meeting.*

i) By deleting **Section 10** and substituting the following:

Order of Business at Regular Meetings

10. (1) *Prior to each:*

- a) *Regular Council meeting;*
- b) *Regular Council public hearing; and*
- c) *Special Council meeting;*

the Corporate Officer, in consultation with the Mayor and City Manager, must prepare an agenda of all items to be considered by Council at such meeting, and Council must proceed in the order set out, unless that order is varied by Council.

(2) *The agenda for a regular Council meeting may consist of any items of interest to Council or requiring Council action or direction.*

(3) *Late items not included on the agenda may be considered at a regular Council meeting if the introduction of the late item is approved by a majority vote of Council.*

(4) *The agenda for a regular Council public hearing may consist of any items referred to a public hearing by Council motion or for which a public hearing is required by legislation, or other Council policy.*

(5) *The agenda for a special Council meeting shall include only those items which are identified in the notice of such meeting.*

(6) *Council may add a late item of an urgent nature to a special Council meeting that was not stated on the notice with a 2/3 majority vote of those present.*

j) By deleting **Section 11**.

k) By deleting **Section 12(1)**.

l) By deleting **Section 13** and substituting the following:

Delegations to Council Meetings

13. (1) *The Mayor and or the Corporate Officer is responsible for considering Delegation requests, having the authority to approve or deny based on the criteria contained in Section 13(3) and 13(4).*
- (2) *The Corporate Officer is responsible for determining:*
- a) *the meeting type the Delegation will be presenting to including regular or special Council meeting, Closed Meeting, standing or select Committee; and*
 - b) *the meeting date of the Delegation's presentation.*
- (3) *Delegation requests must include:*
- a) *the full particulars of the subject matter;*
 - b) *the proposed action which is within the jurisdiction of Council;*
 - c) *the name and department or division of the city staff that the Delegation has consulted with;*
 - d) *the names and addresses of the person(s) or the organization comprising the Delegation; and*
 - e) *the name, address, email address and telephone number of the designated speaker(s).*
- (4) *Except otherwise permitted by Council, Delegations must not be heard to address the following:*
- a) *a bylaw in respect of which a public hearing has been or will be held where the public hearing is required under an enactment as a pre-requisite to the adoption of a bylaw;*
 - b) *an issue which is before the courts or on which Council has authorized legal action;*
 - c) *a matter in respect of which a city-led public consultation process is planned or in progress;*
 - d) *the promotion of commercial projects and services; and*
 - e) *the promotion of a political party or of a candidate for elected office.*
 - f) *publicly tendered contracts or proposal calls for the provision of goods or services for the city, between the time that such contract or proposal call has been authorized and*

the time that such a contract or proposal call has been awarded, either by Council or city staff;

g) a Delegation having appeared before Council within the previous twelve (12) months on the same topic or request; or

h) a purpose or subject that is beyond the jurisdiction of Council.

(5) Only two (2) Delegations are permitted at each meeting of Council unless by resolution Council permits additional Delegations at a meeting.

(6) The maximum time for appearance of a Delegation before Council is ten (10) minutes, with an additional allowance to respond to Council's questions, if any.

(7) A presentation by a Delegation at a Council or Committee meeting shall be confined to the subject which was indicated in the application.

(8) Questions of members of Council shall be limited to seeking clarification or additional details and not engage in a debate on the merits of the issue.

(9) Council may waive strict compliance with Section 13(6) by resolution passed by a majority of Members present.

(10) A motion resulting from a Delegation must be made by way of a notice of motion.

m) By deleting **Section 14** and substituting the following:

Public Attendance at Meetings

14. (1) *Unless a meeting or part of a meeting is authorized to be closed to the public in accordance with Section 90 of the Community Charter, all meetings shall be open to the public.*

(2) *Before closing a meeting or part of a meeting to the public, Council must pass a resolution in accordance with Section 92 of the Community Charter.*

n) By deleting **Section 15** and substituting the following:

Minutes of Council Meetings

15. (1) *Minutes of the proceedings of Council meetings must be:*
- a) *legibly recorded with decisions and action items;*
 - b) *adopted by resolution of Council;*
 - c) *certified as correct by the Corporate Officer; and*
 - d) *signed by the Chair of the meeting.*
- (2) *The Corporate Officer must record in the minutes:*
- a) *the text of every motion;*
 - b) *the names of any Members who voted in the negative regarding a motion;*
 - c) *the name of any Member absent from the meeting at a vote.*
- (3) *Discussion may be recorded in the minutes at the discretion of the Corporate Officer.*

o) By adding a new section, **Section 16**, after Section 15 as follows:

Minutes of Committee, Commission and Board Meetings

16. (1) *Minutes of the proceedings of Committee, Commission and board Meetings must be:*
- a) *legibly recorded with decisions and action items;*
 - b) *adopted by the Committee, Commission or board by resolution;*
 - c) *certified as correct by the Committee Secretary; and*
 - d) *signed by the chair of the meeting; and*
 - e) *meet the minute standards established by the Corporate Officer.*
- (2) *Draft or amended minutes must be provided to Council for information.*
- (3) *The Committee Secretary must record in the minutes:*
- a) *The text of every motion;*

- b) *The names of any Members who voted in the negative regarding a motion;*
 - c) *The name of any Member absent from the meeting at a vote.*
- (4) *Discussion may be recorded in the minutes at the discretion of the Committee Secretary.*

p) By deleting **Section 16** and substituting the following:

Adjournment

17. (1) *If there is no quorum of Council present within fifteen (15) minutes of the scheduled time for a Council Meeting, the Corporate Officer must:*
- a) *record the names of the Members present;*
 - b) *record the names of the Members absent; and*
 - c) *adjourn the meeting until the next scheduled Council meeting.*
- (2) *A Council meeting may continue after 9 p.m. only by an affirmative vote of two-thirds (2/3) of the Council members present.*
- (3) *A motion for continuation under Section 17(2) must establish a specific time for the adjournment of the Council meeting.*

q) By deleting **Section 17**.

r) By adding a new section, Section 35.1, after Section 35 as follows:

Notice of Motion

- 35.1. (1) *A Council member who wishes to bring before Council a motion resulting from a Delegation, presentation, agenda item or other business that is not listed as Council action on the meeting agenda may do so by way of notice of motion.*
- (2) *A Council member making a notice of motion must provide written notice and the motion as it is to appear on the agenda to the Mayor, City Manager and Corporate Officer on or before 4:30 p.m. on the Monday of the week preceding the week of the meeting at which the motion is to be considered.*
- (3) *Upon receipt of the written notice and motion, the Corporate officer will circulate a copy of the motion to Council as soon as practicable.*

(4) *The notice of motion must be read aloud at the meeting preceding the meeting at which the motion is to be considered.*

(5) *Council may waive strict compliance with this Section 35.1 and present such a motion for immediate consideration by a 2/3 majority vote of all the members present.*

3. Upon the foregoing amendments being made to the *Council Procedure Bylaw No. 2730, 2013*, all sections following any deletions or additions to the bylaw shall be renumbered sequentially and all internal cross-referencing between sections shall be renumbered accordingly.

4. If any section or subsection of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

Read a first time this 31st day of May, 2023.

Read a second time this 31st day of May, 2023.

Notice published pursuant to section 94 of the Community Charter on the 14th and 21st day of June, 2023.

Read a third time this 28th day of June, 2023.

Finally passed and adopted this day of , 2023.

Acting Mayor Melanie McCollum

Adriana Proton, Corporate Officer