



Notice of Meeting and Meeting Agenda Hospitals and Housing Committee

Wednesday, October 7, 2020

2:00 PM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

L. Helps (Chair), K. Murdoch (Vice Chair), D. Blackwell, S. Brice, F. Haynes, G. Holman,
R. Martin, C. McNeil-Smith, D. Screech, L. Seaton, K. Williams, C. Plant (Board Chair, ex-officio)

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. Territorial Acknowledgement

2. Approval of Agenda

3. Adoption of Minutes

3.1. [20-563](#) Minutes of the September 2, 2020 Hospitals and Housing Committee Meeting

Recommendation: That the minutes of the Hospitals and Housing Committee meeting of September 2, 2020 be adopted as circulated.

Attachments: [Minutes - September 02, 2020](#)

4. Chair's Remarks

5. Presentations/Delegations

6. Committee Business

6.1. [20-584](#) 2019-2022 Health & Facilities Service Planning

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District Board:

That Appendix A Community Need Summary - Health & Facilities be approved as presented and advanced to the October 28, 2020 provisional budget review process.

Attachments: [Staff Report: 2019-2022 Health & Facilities Service Planning](#)
[Appendix A: Community Need Summary - Health & Facilities](#)
[Appendix B: Health & Facilities - Initiatives Progress Report](#)

6.2. [20-587](#) 2019-2022 Affordable Housing Service Planning

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional District Board:
That Appendix A Community Need Summary - Affordable Housing be approved as presented and advanced to the October 28, 2020 provisional budget review process.

Attachments: [Staff Report: 2019-2022 Affordable Housing Service Planning](#)
[Appendix A: Community Need Summary - Affordable Housing](#)
[Appendix B: Affordable Housing - Initiative Progress Report](#)

6.3. [20-583](#) Capital Regional Hospital District Funding Model History

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That the Capital Regional Hospital District Funding Model History report be received for information.

Attachments: [Staff Report: Capital Regional Hospital District Funding Model History](#)

6.4. [20-582](#) Lady Minto Hospital Foundation Fund Request

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That CRHD cost share at 30 percent with the Lady Minto Hospital Foundation on the Lady Minto Hospital Emergency Room Upgrade project.

Attachments: [Staff Report: Lady Minto Hospital Foundation Fund Request](#)
[Appendix A: Island Health Letter of Support](#)

**6.5. [20-596](#) Oak Bay Lodge Community Consultation and Stakeholder Engagement
- Award of Contract**

Recommendation: The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:
That Contract CRHD.2020-02 for Oak Bay Lodge Community Consultation and Engagement Services be awarded to Kirk & Co Consulting Ltd in the amount of \$73,825 plus a contingency of \$10,000 for future services [excluding GST] be approved.

Attachments: [Staff Report: OB Lodge Consultant/Stakeholder Award Contract](#)
[Appendix A: Contract for Services and Consultant's Proposal](#)

6.6. [20-588](#) Applicant Eligibility Policy Update

Recommendation: The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:
That the amended Applicant Eligibility Policy 2.10, attached as Appendix A, be approved.

Attachments: [Staff Report: Applicant Eligibility Policy Update](#)
[Appendix A: Amended Applicant Eligibility Policy 2.10](#)
[Appendix B: Coordinated Access & Assessment Terms of Reference](#)

6.7. [20-586](#) 1224 Richardson Housing Agreement and Bylaw

- Recommendation:** That the Hospitals and Housing Committee recommends to the Capital Regional District Board:
- a) That Bylaw No. 4369, "Resale Control and Housing Agreement Bylaw (1224 Richardson Street), 2020" be introduced and read a first, second and third time; and
 - b) That Bylaw No. 4369 be adopted.

Attachments: [Staff Report: 1224 Richardson Housing Agreement and Bylaw](#)
[Appendix A: Bylaw No. 4369](#)

6.8. [20-559](#) Previous Minutes of Other CRD Committees and Commissions for Information

- Recommendation:** That the following minutes be received for information:
- a) Regional Housing Advisory Committee minutes - February 13, 2020
 - b) Tenant Advisory Committee minutes of February 24, 2020

Attachments: [Minutes: Regional Housing Advisory Committee - February 13, 2020](#)
[Minutes: Tenant Advisory Committee - February 24, 2020](#)

7. Notice(s) of Motion

8. New Business

9. Adjournment

The next meeting is November 4, 2020.

To ensure quorum, please advise Tamara Pillipow (sclosson@crd.bc.ca) if you or your alternate cannot attend.

Meeting Minutes

Hospitals and Housing Committee

Wednesday, September 2, 2020

1:30 PM

**6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7**

PRESENT

Directors: L. Helps (Chair), K. Murdoch (Vice Chair)(1:40 pm), D. Blackwell, S. Brice, K. Harper (for F. Haynes), M. Richardson (for G. Holman), R. Martin, C. McNeil-Smith, L. Seaton, K. Williams, C. Plant (Board Chair, ex-officio)

Staff: R. Lapham, Chief Administrative Officer; N. Chan, Chief Financial Officer; K. Morley, General Manager, Corporate Services; E. Sinclair, Acting General Manager, Planning and Protective Services (for K. Lorette); M. Barnes, Senior Manager, Health and Capital Planning Strategies; J. Reilly, Manager, Housing Planning and Programs; T. Pillipow, Committee Clerk (Recorder)

Regrets: Directors F. Haynes, G. Holman, D. Screech

The meeting was called to order at 1:30 pm.

1. Territorial Acknowledgement

Chair Helps provided a Territorial Acknowledgement.

2. Approval of Agenda

**MOVED by Director Seaton, SECONDED by Director Brice,
That the agenda for the September 2, 2020 Hospitals and Housing Committee
meeting be approved.
CARRIED**

3. Adoption of Minutes

- 3.1. [20-397](#)** Minutes of the March 4, 2020 and July 29, 2020 Hospitals and Housing Committee Meetings

**MOVED by Director McNeil-Smith, SECONDED by Director Williams,
That the minutes of the Hospitals and Housing Committee meetings of March 4,
2020 and July 29, 2020 be adopted as circulated.
CARRIED**

4. Chair's Remarks

Chair Helps requested that Director Plant act as Vice-Chair until Vice-Chair Murdoch is able to attend the meeting.

5. Presentations/Delegations

There were no presentations or delegations.

6. Committee Business

6.1. [20-499](#) Victoria Urgent and Primary Care Centre Fund Request

E. Sinclair spoke to item 6.1.

Discussion ensued on the capital contribution policy.

MOVED by Director Plant, **SECONDED** by Director McNeil-Smith,
That the Hospitals and Housing Committee recommends to the Capital Regional
Hospital District (CRHD) Board:
a) That CRHD funding in the amount of \$1,500,000 be approved for Victoria Urgent
and Primary Care Centre (UPCC);
b) That CRHD Bylaw No. 402, "Capital Regional Hospital District Capital Bylaw
No. 177, 2020" (for a maximum of \$1,500,000 be introduced and read a first,
second, and third time;
c) That Bylaw No. 402 be adopted; and
d) That CRHD provide Island Health a letter of support to designate Victoria UPCC
a health facility under Section 49 of the Hospital District Act.
CARRIED

6.2. [20-488](#) Caledonia Project Development Funding Application

Chair Helps recused herself due to perceived conflict of interest and left the
meeting at 1:36 pm.

MOVED by Director Martin, **SECONDED** by Director Brice,
That the Hospitals and Housing Committee recommends to the Capital Region
Housing Corporation Board:
That the Chief Administrative Officer be authorized to submit one or more
applications to BC Housing for a Project Development Fund Repayable Loan
totaling \$1.6 million for the Caledonia redevelopment project, and accept such
loans as negotiated and awarded.
CARRIED

Chair Helps returned to the meeting at 1:37 pm.

6.3. [20-487](#) Michigan Redevelopment Legal Agreements

E. Sinclair spoke to item 6.3.

MOVED by Director Plant, **SECONDED** by Director Williams,
The Hospitals and Housing Committee recommends to the Capital Region
Housing Corporation Board:
That the Capital Region Housing Corporation Board authorize a Housing
Agreement to identify the lands as rental in perpetuity, to be registered on
330-336 Michigan Street; and
That the Chief Administrative Officer be authorized to accept the Victoria Housing
Reserve Fund grant and terms of a Housing Agreement to secure residential units
as affordable for 60 years for 330-336 Michigan Street.

CARRIED**6.4. [20-486](#)** Tenant Advisory Committee 2020 Annual Plan

E. Sinclair spoke to item 6.4.

Director Murdoch joined the meeting at 1:40 pm.

**MOVED by Director Plant, SECONDED by Alternate Director Harper,
That the Tenant Advisory Committee 2020 Annual Plan be received for
information.**

CARRIED**6.5. [20-501](#)** Westview Forgivable Mortgage

E. Sinclair spoke to item 6.5.

Discussion ensued on the following:

- conditions of the forgivable loan
- reinvesting savings for future projects
- recommendations that kept the project under budget

**MOVED by Director Murdoch, SECONDED by Director Seaton,
The Hospitals and Housing Committee recommends to the Capital Region
Housing Corporation Board:**

- a) That the resolution required by BC Housing Management Commission to amend the forgivable mortgage for Westview be approved; and
- b) That the Chief Administrative Officer and Chief Financial Officer be authorized to sign any documents related to the forgivable mortgage.

CARRIED**6.6. [20-508](#)** Oak Bay Lodge Planning

E. Sinclair spoke to item 6.6.

Discussion ensued on the following:

- zoning enforcement and covenant restrictions
- moving this forward in the absence of BC Housing's support
- interpretation of 'assisted living' as something other than retirement home
- public process to remove the covenant

**MOVED by Director Blackwell, SECONDED by Director McNeil-Smith,
That the Hospitals and Housing Committee recommend to the Capital Regional
Hospital District Board:**

That the Oak Bay Lodge Planning report be received for information.

**MOVED by Alternate Director Richardson, SECONDED by Director McNeil-Smith,
That the motion be amended to add the words "...; and Direct staff to work with
BC Housing and the District of Oak Bay to see how Oak Bay Lodge could be used
as a form of temporary sheltering for a population that would fit within the terms
of the existing covenant." after the words "...received for information".**

DEFEATED

**OPPOSED: Blackwell, Brice, Harper, Martin, McNeil-Smith, Murdoch, Plant,
Seaton, Williams**

MOVED by Director Blackwell, **SECONDED** by Director McNeil-Smith,
The Hospitals and Housing Committee recommends to the Capital Regional
Hospital District Board:

That the Oak Bay Lodge Planning report be received for information.

CARRIED

OPPOSED: Helps

7. Notice(s) of Motion

There were no Notice(s) of Motion.

8. New Business

There was no new business.

9. Motion to Close the Meeting

9.1. [20-513](#) Motion to Close the Meeting

MOVED by Director Brice, **SECONDED** by Director Blackwell,
That the meeting be closed for Intergovernmental Negotiations in accordance
with Section 90(2)(b) of the Community Charter.

CARRIED

The Hospitals and Housing Committee meeting moved into closed session at 2:14
pm.

10. Adjournment

MOVED by Director Blackwell, **SECONDED** by Director Brice,
That the September 02, 2020 Hospitals and Housing Committee meeting be
adjourned at 2:23 pm.

CARRIED

Chair

Recorder

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, OCTOBER 07, 2020

SUBJECT 2019-2022 Health & Facilities Service Planning

ISSUE SUMMARY

To provide the Hospitals and Housing Committee with an overview of relevant initiatives undertaken by the Health and Capital Planning Strategies Division in 2020 and planned for 2021 to deliver on approved Board Priorities and the Corporate Plan.

BACKGROUND

The Capital Regional District (CRD) Board completed its strategic planning early in 2019 and approved the CRD Board Strategic Priorities 2019-2022.

The four priorities are:

1. Community Well-being – Transportation & Housing;
2. Climate Action & Environmental Stewardship;
3. First Nations Reconciliation; and
4. Advocacy, Governance & Accountability.

The priorities were confirmed at the annual check-in on May 13, 2020.

The 2019-2022 CRD Corporate Plan is aligned to the Board direction. It highlights the initiatives the CRD needs to deliver over the Board's four-year term to address the region's most important needs. The Corporate Plan identified three initiatives under Health & Facilities, which fall under the Hospitals and Housing Committee's mandate.

Appendix A *Community Need Summary - Health & Facilities 2021* is a summary of the planned activities for 2021. It contains details about core service levels, new initiatives proposed and performance metrics.

Appendix B *Health & Facilities - Initiatives Progress Report* provides insights into what has been delivered through the three delivery initiatives that were approved last year, for delivery in 2020.

The Service Planning process gathered information necessary to assemble a provisional budget for Committee and Board review. The purpose of this report is to explain how the Health and Capital Planning Strategies divisional program of work connects to the Board Priorities, Corporate Plan and provisional budget.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Appendix A *Community Need Summary - Health & Facilities* be approved as presented and advanced to the October 28, 2020 provisional budget review process.

Alternative 2

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Appendix A Community Need Summary - Health & Facilities be approved as amended and advanced to the October 28, 2020 provisional budget review process.

IMPLICATIONS

Financial Implications

Initiatives identified in the Corporate Plan (including Board Priorities) cannot be undertaken without resourcing. The Board determines resourcing through its annual review and approval of financial plans. To support the Board's decision-making, staff, through the service planning process, provide recommendations on funding, timing and service levels.

During this years' service planning process, staff have been mindful of the fiscal challenges facing the region. To that end, any budget increase or other impacts have been mitigated, as much as possible.

Service Delivery Implications

The Community Need Summary provides an overview of all work that needs to be undertaken in order to meet regulatory requirements, satisfy Board direction and meet the needs of the communities served by the CRD.

Alignment with Board & Corporate Priorities

Staff have identified three initiatives that will have budget implications for 2021 (Table 1).

Table 1: Community Needs Summary - Health & Facilities, Delivery Initiatives

#	Initiative	Description	Year(s)	FTE impacts in 2021	Budget Impacts in 2021
14a-1	Health Capital Planning (Capital Planner)	Term position to support development and planning for new capital projects for the CRHD	2021 – 2022	1.0 ^{Term}	\$114,085
14a-2	Health Capital Planning (Senior Financial Officer)	Convert an existing term Senior Financial Officer position, created in 2017, to ongoing	2021	1.0 ^{Converted}	\$121,000
14c-1	Healthy Communities Planner	Extension of Term position to facilitate Regional Outcomes Monitoring (ROM) Collaborative, gather data and metrics and support public health bylaw implementation	2021 – 2024	1.0 ^{Term Extension}	\$107,149

Blue highlighted areas are initiatives that directly address a Board Priority.

Delivery Initiatives

14a-1 – Health Capital Planning (Capital Planner)

The Hospital District has grown over the last few years as the Health and Capital Planning Strategies Division has transitioned from a granting function to a development, planning and property management function. The Hospital District Board has identified the need for a new health facility on the Westshore, Saanich Peninsula and Sooke as a priority. As well as ongoing planning and development of existing land holdings such as 950 Kings Road and Oak Bay Lodge. This work is being planned for in addition to existing obligations to property manage a variety of sites and deliver the slate of major and minor capital projects annually.

To date, the increasing workload has been absorbed within the existing staffing capacity (two ongoing positions) but this is becoming increasingly challenging as more projects and responsibilities are added to the division's scope of work. To address this, initiative 14a-1 seeks to increase the Health and Capital Planning Strategies Division's staffing complement by creating a new two-year term position. This position is contingent on securing a new capital project with VIHA. This will enable the division to maintain the existing service levels while planning for the additional projects. The place-holder will assist with the development and planning of new capital projects for the CRHD. The cost of the initiative will be recovered from the CRHD Administration and Feasibility reserve until it can be carried by a new capital project.

14a-2 – Health Capital Planning (Senior Financial Officer)

A term position was established in 2017 to provide additional, financial planning, analysis and reporting to the Health and Capital Planning Strategies Division and the CRHD. Increased resourcing was needed to support growth in both the existing financial activities and the expanded property development and project management scope. The division anticipates this activity will continue and will require this level of financial support to meet the ongoing needs of the division. Initiative 14a-2 therefore seeks to increase the Financial Services Division's staffing complement by converting an existing term position (due to end in December 2020) to ongoing. The cost of this initiative is not an incremental cost in 2021 and will be recovered through the standard allocation.

14c-1 – Healthy Communities Planner

The Health and Capital Planning Strategies Division is responsible for building regional capacity to improve well-being through data and analytics (ROM Collaborative), coordinating a Regional Community Health Network and delivering workshops, tools and resources. This function is currently performed by a term position which is due to end in February 2021. Among other things, the position is responsible for undertaking research related to a range of well-being issues in the region, collecting and analysing data to determine shortfalls and gaps in the existing community support services, and recommending policies and actions.

In March of 2018 the CRD received a three year grant for a total of \$180,000 from Island Health. This initiative seeks to extend the term until the end of March 2024 to ensure that the level of service provided is maintained for the foreseeable future. This will help ensure the continuation of facilitation of the ROM Collaborative, gathering of data and metrics and supporting public health bylaw enforcement. The cost of the position will be recovered through Island Health grant funding. The extension of this position is contingent on receiving Island Health grant funding.

CONCLUSION

Staff have been progressing initiatives and actions identified in the Corporate Plan, including Board Priorities. The Board determines resourcing through its annual review and approval of financial plans. As per previous years, to support the Board's decision-making, staff are providing recommendations on funding, timing and service levels through the service and financial planning processes.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional District Board:
That Appendix A Community Need Summary - Health & Facilities be approved as presented and advanced to the October 28, 2020 provisional budget review process.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Community Need Summary - Health & Facilities
Appendix B: Health & Facilities - Initiatives Progress Report

Health Facilities

Strategy

Target Outcome

We envision effectively contributing to improved community health and well-being.

Strategic Context

Strategies

- [Regional Housing Affordability Strategy](#)
- [Regional Growth Strategy](#)

Trends, risks and issues

- There are continued investments needed for health facility upgrades, replacement and/or expansion projects, as well as medical equipment throughout the capital region.
- At the same time, future needs have been identified for which strategies will have to be developed and implementation planning undertaken. This includes the following:
 - The Board has identified a need to explore designated health facilities in Sooke, on the Saanich Peninsula, and in the Westshore.
 - Island Health has identified primary, community, and long-term care as priorities and a major focus. This includes both replacement and new beds in long-term care.
- The division needs to be able to respond to emerging opportunities, such as developing existing land holdings and new strategic land acquisition, for future health-related facilities in order to meet future demands across the region.

Community Need



2021 Summary

Services

Core Services Levels	
Service	Levels
Capital Regional Hospital District (CRHD) Provides the local taxpayers' share of capital funding to expand, improve and maintain health care facilities in the region. Island Health is responsible for the delivery of health care in the region.	- Acute care facilities planning - Strategic property acquisition and planning of property development - Research, analyze and coordinate with VIHA in preparation of the CRHD's 10-Year Capital Plan and individual project capital funding requests - Monitor expenditures and administration of payments to Island Health and other partners annually, including oversight of expenditure patterns of multiple capital and equipment projects to ensure CRHD funds are spent according to approved project scope, schedule and budget
Community Health Includes responsibility for public health bylaws and contracts with Island Health for enforcement and healthy community planning.	<u>Public Health:</u> - Enact and enforce public health bylaws - Contract with Island Health to conduct research, education and enforcement in support of existing or planned health-related bylaws and provide oversight of public health bylaws enforcement <u>Community Health:</u> - Healthy communities planning through data and analytics, including coordination of Regional Outcomes Monitoring (ROM) Collaborative. - Capacity-building and public engagement through consultation, coordination, liaison, hosting of forums and workshops, and provision of tools and resources as needed.
Support Services The core services listed rely on the support of several corporate and support divisions to effectively operate on a daily basis. These services are reported on in the Accountability Community Need Summary.	Services include Human Resources & Corporate Safety, Corporate Communications, Asset Management, Financial Services, Information Technology & GIS, Information Services, Legislative Services, Facility Management, Fleet Management, Legal Services, Risk & Insurance and Real Estate Services.

Community Need



2021 Summary

Initiatives					
Ref	Initiative	Description	Year(s)	Status	2021 impacts
14a-1	Health Capital Planning	Term position to support development and planning for new capital projects for the CRHD	2021 - 2022	NEW Not started	1.0 ^{Term}
14a-2	Health Capital Planning	Convert an existing Senior Financial Officer position, created in 2017, to ongoing	2021	NEW Ongoing	1.0 ^{Converted}
14b-1	Public Health Bylaws	Work with Island Health to develop & enforce public health bylaws	2021	Ongoing	
14c-1	Healthy Communities Planner	Extension of Term position to facilitate ROM Collaborative, gather data and metrics and support public health bylaw implementation	2021 - 2024	NEW Ongoing	1.0 ^{Term Extension}

*New – Initiatives not in the 2019-2022 Corporate Plan

Business Model

Funding
Who contributes • Capital Regional Hospital District (CRHD): All municipalities, electoral areas (EAs), First Nations, non-profit providers, community, Island health, school districts, and other community planning and funding partners and numerous community foundations. • Community Health Service: All municipalities, EAs, First Nations, non-profit, community, Island Health, school districts, and other community planning and funding partners, such as the United Way, and numerous community foundations. • Support Services: varies by service Funding Sources • Capital projects, requisition (CRHD and CRD)

Community Need



2021 Summary

Reporting Structure

- [CRHD Board](#)
- [CRD Board](#)
- [Hospital and Housing Committee](#)

Community Need Key Performance Indicator (KPI)

Definition and Source	2019 Actual	2020 Forecast	2021 Target
Metric 1: Meet the annual contribution of health infrastructure to minor capital projects and equipment. Definition: Projects with total value 100K<\$2.0M. Breakdown: Projects \$3.75M; Equipment \$2.955M Source: Schedule B; 2020 Capital Expenditures (approved by Board March 18, 2020)	\$6.7M	\$6.7M	\$6.7M
Metric 2: Meet the annual contribution of health infrastructure to major capital projects. Definition: Projects with total value >\$2.0M. Source: 2020: Schedule B; 2020 Capital Expenditures (approved by Board March 18, 2020) Source: 2021 Draft Capital Plan as of Sept 8, 2020	\$30.9M	\$25.7M	\$28.0M

Discussion

Link to Target Outcome

New, improved or upgraded health facilities contribute to better health and well-being outcomes for the region. The ongoing investments made in major and minor capital projects are an indicator of improved health facilities offering.

Community Need



Initiative Progress Report

Health Facilities

Initiatives approved in 2020 Budget		
Ref	Initiative	Progress to date
14a-1	Health Capital Projects and Funding	- Worked with Island Health in 2020 to delivery capital plan (see CRHD 10-year Capital plan) - Subsequent initiative has been submitted in 2021 to add one two-year term position to staff complement to maintain service levels as scope of work increases.
14b-1	Public Health Bylaws	- Continue to work with Island Health to enforce public health bylaws. - New no smoking signs have been purchased and distributed to all municipalities and electoral areas. - Municipalities and electoral areas have been directed to replace signage by 2021. - Contract with Island Health for Public Health Bylaw enforcement renewed for 2020.
14c-1	Health Data and Analytics	- Continue to coordinate data and metrics efforts with the Regional Outcomes Monitoring (ROM) group through workshops, resource sharing, and relationship building between sectors. - Data and indicators have been identified for 9 out of the 10 social determinant of health goal areas. - Subsequent initiative has been submitted in 2021 to extend the term position accountable for the work until 2024 to continue progressing this core service.

* New - Initiatives not in the 2019-2022 Corporate Plan

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, OCTOBER 07, 2020

SUBJECT 2019-2022 Affordable Housing Service Planning

ISSUE SUMMARY

To provide the Hospitals and Housing Committee with an overview of relevant initiatives undertaken by the Regional Housing Division in 2020 and planned for 2021 to deliver on approved Board Priorities and the Corporate Plan.

BACKGROUND

The Capital Regional District (CRD) Board completed its strategic planning early in 2019 and approved the CRD Board Strategic Priorities 2019-2022.

The four priorities are:

1. Community Well-being – Transportation & Housing;
2. Climate Action & Environmental Stewardship;
3. First Nations Reconciliation; and
4. Advocacy, Governance & Accountability.

The priorities were confirmed at the annual check-in on May 13, 2020.

The 2019-2022 CRD Corporate Plan is aligned to the Board direction. It highlights the initiatives the CRD needs to deliver over the Board's four-year term to address the region's most important needs. The Corporate Plan identified nine initiatives under Affordable Housing, which fall under the Hospitals and Housing Committee's mandate.

Appendix A *Community Need Summary - Affordable Housing 2021* is a summary of the planned activities for 2021. It contains details about core service levels, new initiatives proposed and performance metrics.

Nine delivery initiatives were approved last year, for delivery in 2020. Appendix B *Affordable Housing – Initiative Progress Report* provides insights into what has been delivered through those initiatives.

The Service Planning process gathered information necessary to assemble a provisional budget for Committee and Board review. The purpose of this report is to explain how the Regional Housing divisional program of work connects to the Board Priorities, Corporate Plan and provisional budget.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Appendix A Community Need Summary - Affordable Housing be approved as presented and advanced to the October 28, 2020 provisional budget review process.

Alternative 2

The Hospitals and Housing Committee provide CRD staff with alternative direction with respect to advancing Appendix A Community Need Summary – Affordable Housing.

IMPLICATIONS

Financial Implications

Initiatives identified in the Corporate Plan (including Board Priorities) cannot be undertaken without resourcing. The Board determines resourcing through its annual review and approval of financial plans. To support the Board's decision-making, staff, through the service planning process, provide recommendations on funding, timing and service levels.

During this year's service planning process, staff have been mindful of the fiscal challenges facing the region. To that end, any budget increase or other impacts have been mitigated, as much as possible.

Service Delivery Implications

The Community Need Summary provides an overview of all work that needs to be undertaken in order to meet regulatory requirements, satisfy Board direction and meet the needs of the communities served by the CRD.

Alignment with Board & Corporate Priorities

Staff have identified three initiatives that will have budget implications for 2021 (Table 1).

Table 1: Community Need Summary - Affordable Housing, Delivery Initiatives

#	Initiative	Description	Year(s)	FTE Impacts in 2021	Budget Impacts in 2021
1a-2	Housing Investment through the CRD/CRHC	Invest in/build Provincial Income Assistance rate, market rate and affordable housing units through the RHFP and operate housing projects through the CRHC	2020 – 2022	6.5 Ongoing 2 Term	Included in Provisional Budget
1a-10	Reaching Home *	Reaching Home Program	2019 – 2022	0.8 Term	Included in Provisional Budget
1a-11	Southern Gulf Islands Housing Strategy	Develop a Strategy that aligns with the CRD's Regional Housing Affordability Strategy and is tailored to the context of the Southern Gulf Islands	2021	-	Included in Provisional Budget

Blue highlighted areas are initiatives that directly address a Board Priority.

Delivery Initiatives

1a-2 Housing Investment through the CRD/CRHC

The RHFP is a \$120 million equity partnership between the regional, provincial and federal governments initiated to meet the housing needs of chronically homeless individuals. As of December 2019, eight projects (907 units with 211 shelter units) have been approved. Four of the projects (534 units) are or will be owned by the CRD and operated by the Capital Region Housing Corporation (CRHC) through a 60 year lease.

One project was commissioned in 2019 (Millstream). Two projects will be commissioned in 2020 (130 units in Spencer and 152 units in West Park Lane) and one project will be commissioned in 2021 (Hockley).

BC Housing introduced the Community Housing Fund (CHF) in 2018 and CRHC has been successful in securing funding for two projects through the fund (154 units in Caledonia redevelopment and 97 units in Michigan Square). The CRHC is now applying for funding for one project through the CHF call for proposals.

Significant resources are required for the development, onboarding and operations of the new housing units. Approval of new projects will also require appropriate human resources to provide oversight and ensure that the owners (CRD/CRHC) interests are represented. This initiative seeks to increase the staffing complement by creating six new ongoing positions and two term positions in the Regional Housing Division for the project management, marketing, leasing and operating of the new units. It also seeks to add one part-time ongoing position in the Information Technology & GIS Division for the ongoing support of systems used by the division. The request for staff is aligned with current staff ratio. The cost of increasing the staff complement in 2021 will be recovered from the capital projects and the tenant rental revenue.

1a-10 Reaching Home

The CRD has a formal agreement in place with the Government of Canada to act as the Community Entity for the Reaching Home Program. This program of work advances the Community Well-being Board Priority by improving the assignment of housing and support to vulnerable people.

As a Community Entity, the CRD is expected to play a significant role in the development, implementation and monitoring of a Coordinated Access and Assessment (CAA) system that supports the allocation of housing and health and other social support services. The system must be supported by the government's Homeless Individuals and Families Information System (HIFIS). Each Community Entity must have a clearly articulated system in place by March 31, 2022.

Over the past year, the Regional Housing Division has been working with BC Housing and Island Health to develop and implement the required system. A Request for Proposal process did not yield a suitable contractor with the necessary understanding of the local context. A recommendation has therefore been made by the overseeing committee for the CRD to take on the work. This initiative seeks to recruit a three year term position, starting in 2021, to oversee the work, including any enabling policies and agreements preceding the deployment of new systems. All costs related to the position will be recovered through Reaching Home.

1a-11 – Southern Gulf Islands (SGI) Housing Strategy

A Housing Needs Assessment was completed on SGI and the findings indicated a serious shortage of secure, appropriate and affordable housing for low to moderate income earners. This initiative acts on the CRD Board approval of a recommendation by the Southern Gulf Islands Economic Sustainability Commission to develop a Housing Strategy for the SGI Electoral Area. It will advance the Community Well-being Board Priority by supporting both the social and economic well-being of the residents and businesses in the island communities.

The objective of the SGI Housing Strategy is to develop housing solutions that are tailored to the context of the SGI Electoral Area. A phased approach to implementation will be taken, with potential short-term solutions delivered as early as Q4 2021. The initiative will cover the contracting cost for a Housing Feasibility study and a Garden Suite Design study. The additional workload will be absorbed within the existing Regional Housing and SGI Administration staffing capacity, with support from colleagues across the organization.

CONCLUSION

Staff have been progressing initiatives and actions identified in the Corporate Plan, including Board Priorities. The Board determines resourcing through its annual review and approval of financial plans. As per previous years, to support the Board's decision-making, staff are providing recommendations on funding, timing and service levels through the service and financial planning processes.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional District Board: That Appendix A Community Need Summary - Affordable Housing be approved as presented and advanced to the October 28, 2020 provisional budget review process.

Submitted by:	Christine Culham, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Community Need Summary - Affordable Housing
Appendix B: Affordable Housing - Initiative Progress Report

Community Need

2021 Summary



Affordable Housing

Strategy

Target Outcome

We envision that residents have access to affordable housing that enhances community well-being.

Strategic Context

Strategies

- [Regional Housing Affordability Strategy](#)
- [Capital Regional Housing Corporation \(CRHC\) Strategic Plan](#)
- [Regional Growth Strategy](#)

Trends, risks and issues

- Changing rental housing market dynamics related to negative economic impacts of COVID (higher vacancy rates, declining rents)
- Potential declines in the costs of acquiring property for affordable housing projects
- Increased project administration and oversight
- Increase in funding available for investment through various streams
- More units coming online impact on future staffing requirements

Community Need



2021 Summary

Services

Core Services Levels	
Service	Levels
Housing Initiatives and Programs (HIP) Facilitates the development of affordable housing through collaboration with other levels of government, community and housing agencies, private development industry, and other funders in accordance with the Regional Housing Affordability Strategy (RHAS). HIP acts as the Community Entity for the Government of Canada on the Reaching Home Program (RHP).	• Complete Regional Housing Needs Reports Project and initiate planning for the development of a Regional Housing Data system with municipalities and electoral areas • Review and process required Letters of Intent and proposals for the Regional Housing Trust Fund • Renew and manage Greater Victoria Coalition to End Homelessness (GVCEH) Service Agreement • Continue to manage the Reaching Home Program – Designated Communities and COVID streams to support efforts to respond to homelessness in the region. • Support the Government of Canada in its implementation of a sustained agreement to support the RHP Indigenous Communities stream. • Administer Housing Agreements.
Capital Region Housing Corporation (CRHC) Wholly owned subsidiary of the CRD, develops, manages and promotes affordable housing for low and moderate income families, seniors and persons living with disabilities. The CRHC currently owns and operates 1,773 units of housing/49 properties and has three projects in varying stages of development.	• Operational management of units, adjusting service delivery needs as required • Property management of 114 units • Asset management: building envelope remediation of Carey Lane. • Contract management of Umbrella Operating Agreement with BC Housing • Development: progressing with construction of 2 redevelopment projects (Michigan and Caledonia) and one RHFP project (Hockley)
Regional Housing First Program (RHFP) A \$120m equity partnership the CRD, BC Housing Management Commission (BC Housing), Canada Mortgage and Housing Corporation (CMHC) and Island Health in delivering the RHFP. There are	• Issuing quarterly Request for Proposals to non-profit and private developers • Acquiring, developing and building housing in accordance with the Regional Housing First Program Framework and, where appropriate,

Community Need



2021 Summary

Core Services Levels	
Service	Levels
currently eight projects/907 units that have been approved under the RHFP.	transitioning CRD owned housing to the CRHC for operations. • A CRD Alternative Approval Process has been approved to request authority for an additional \$10m CRD long-term borrowing for the RHFP.
Planning & Development and Capital Construction Supports all planning and development processes related to achieving the approval of CRHC projects by municipal authorities and other approval bodies. Facilitates the capital construction of all CRHC projects and also supervises the construction of RHFP projects that will be acquired by the CRD/CRHC for operations.	• Fulfills the CRHC mission to develop affordable housing within the capital region through review and analysis of existing residential assets to identify opportunities for redevelopment or renewal. • Furthers the regional priorities of the CRD Board through collaboration and development of strategic partnerships to enable the planning, design and construction of new affordable housing units within the capital region in a manner that is environmentally, socially and financially responsible. • Responsible for early feasibility, site analysis, conceptual design development and coordination of municipal approvals required to progress new affordable housing developments to the construction stage. • Identifies and secures new and continued funding sources to allow for the continued development of new affordable housing units in the capital region. • Evaluates and recommends to the CRD/CRHC Board of Directors opportunities for new land acquisitions or air space parcel leases to further the vision and mission of the CRHC to provide additional affordable housing to low and moderate income residents of the capital region.

Community Need



2021 Summary

Core Services Levels	
Service	Levels
Support Services The core services listed rely on the support of several corporate and support divisions to effectively operate on a daily basis. These services are reported on in the Accountability Community Need Summary.	Services include Human Resources & Corporate Safety, Corporate Communications, Asset Management, Financial Services, Information Technology & GIS, Information Services, Legislative Services, Legal Services, Risk & Insurance and Real Estate Services.

Initiatives					
Ref	Initiative	Description	Year(s)	Status	2021 impacts
1a-1	Affordable Housing per Regional Growth Strategy (RGS)	Create & deliver more affordable housing across the region in a manner aligned with the RGS in order to address the needs of a diverse & growing population, including vulnerable residents	2019 – 2022	In progress	
1a-2	Housing Investment through the CRD/CRHC	Invest in/build Provincial Income Assistance rate, market rate and affordable housing units through the RHFP and operate housing projects through the CRHC	2020 – 2022	NEW additional request for 2021	6.5 Ongoing 2 Term
1a-3	Housing Investment through CRHC	Invest in/build affordable housing through the CRHC	2019 – 2022	In progress	
1a-4	Housing Continuation beyond RHFP	Determine continuation of housing supply program beyond RHFP implementation	2020 – 2022	In progress	
1a-6	Housing Asset	Optimize management of housing assets	2019 – 2022	In progress	
1a-7	Greater Victoria Coalition to End Homelessness Support & Aboriginal Coalition to End Homelessness	Fund and participate as leaders in GVCEH; provide three year funding of \$150K per year to Aboriginal Coalition to End Homelessness	2020 – 2022	In progress	

Community Need



2021 Summary

Initiatives					
Ref	Initiative	Description	Year(s)	Status	2021 impacts
1a-9	Housing System Improvement	Lead & participate in regional, provincial & federal affordable housing system improvement & planning initiatives	2019 – 2022	In progress	
1a-10	Reaching Home *	Reaching Home Program Administer Designated and COVID funding through 2021 and Indigenous funding according to Government of Canada direction. Complete planning and implementation of coordinated access service to comply with Government of Canada directives.	2019 – 2024	NEW additional request for 2021	0.8 FTE
1a-11	Southern Gulf Island Housing Strategy	Develop a Strategy that aligns with the CRD's Regional Housing Affordability Strategy and will focus on housing solutions that are tailored to the context of the Southern Gulf Islands.	2021	NEW Not started	

*New – Initiatives not in the 2019-2022 Corporate Plan

Initiative approved in prior years which have now been delivered or absorbed in Core Services:

- 1a-5 – Housing Affordability Measurement
- 1a-8 – Municipal Housing Support

Community Need



2021 Summary

Business Model

Funding

Who contributes

- All municipalities and electoral areas participate in some aspect of these services
- All local First Nations
- Non-profit housing and private housing providers
- BC Housing, CMHC, Employment and Social Development Canada

Funding Sources

- Requisitions, operating agreements subsidies, fee-for-service (tenant rent and housing agreements) and grants

Reporting Structure

- | | |
|--|---|
| • Capital Regional District Board | • Canadian Mortgage and Housing Corporation |
| • Capital Region Housing Corporation Board | • Employment and Social Development Canada |
| • Hospitals and Housing Committee Board | • Tenant Advisory Committee |
| • Regional Housing Trust Fund Commission | • Regional Housing Advisory Committee |
| • BC Housing Executive Committee | • District Planning Advisory Committee |

Community Need



2021 Summary

Community Need Key Performance Indicator (KPI)			
Definition and Source	2019 Actual	2020 Forecast	2021 Target
Metric 1: Increase directly managed affordable housing for low to moderate income households to 2,000 units by 2022 Definition and source: total number of affordable units directly owned and managed by the CRHC.	1,418 (CRHC)	1,773 (CRHC)	1,893 (CRHC)
Metric 2: Meet the terms of the RHFP Definitive Agreement by December 31, 2022 of having 400 shelter rate units under construction or completed, with 300 of the 400 under construction or completed by December 31, 2021. Definition and source: total number of approved RHFP units that are under construction or completed.	80	132	300
Metric 3: Invest 2020-2024 \$11m (\$2.5m annually) in improving the current existing CRHC housing stock Definition and source: total annual investment (\$m); data from CRHC Capital Budget	2.9	1.6	4.5
Metric 4: Ensure turnover of CRHC units is no greater than 30 days. Definition and source: average number of days to turnover a unit after is has been vacated; data from CRHC operations.	34	39	30
Metric 5: Decrease chronic homelessness Definition and source: TBC Point in Time metric; data from Point in Time Count; data from Homeless Individuals and Families Information System (under development)	TBC	TBC	TBC

Community Need



2021 Summary

Discussion

[Link to Target Outcome](#)

Discussion

- Metric 1: CRHC is currently meeting its target.
- Metric 2: the RHFP is currently meeting its target for 2020. Need to approve additional projects to meet 2021 target.
- Metric 3: CRHC is currently not meeting this target due to the inability to enter units due to COVID-19 restrictions.
- Metric 4: CRHC is currently not meeting this target due to the inability to enter units due to COVID-19 restrictions.
- Metric 5: Point-in-Time count numbers and annual shelter use data. Metric is currently under development with the implementation of Government of Canada's preferred Housing Management Information System (HMIS) software – the Homeless Individuals and Families Information System (HIFIS). This system is not expected to be operational on a region wide basis until 2022.

Community Need



Initiative Progress Report

Affordable Housing

Initiatives approved in 2020 Budget		
Ref	Initiative	Progress to date
1a-1	Affordable Housing per RGS	Regional Housing data indicate that housing development remained strong in the region, with CMHC reporting 3,499 housing starts in 2019. Of these, the CRD has recorded 607 affordable rental housing units being approved for development in the region in 2019, which represents a 33% increase in total units over 2018.
1a-2	Housing Investment through RHFP	- An AAP was successful in facilitating approval of adding \$10 million of CRD contributions to the RHFP. BC Housing and CMHC have since approved an additional \$10 million each to bring the total funding available to \$120 million. - Currently, 8 projects have been approved to support the construction of 907 units using \$62 million of the funding available. These approvals represent \$262 million of capital housing construction in the region.
1a-3	Housing Investment through CRHC	- Two redevelopment projects are proceeding through the CRHC: - The Caledonia project has received approval for \$15.8 million in grant funding through BC Housing and to support a \$59.5 million capital development budget. - The Michigan project has received approval for \$9.1 million split between RHFP and BC Housing grant funding to support a \$39 million capital development budget.
1a-4	Housing Continuation beyond RHFP	Focus on fulfilling current funding and development commitments. This will be carried over into 2021.
1a-5	Housing Affordability Measurement	Regional Housing and Regional and Strategic Planning sections plan to use the findings and processes developed through the Regional Housing Needs Reports Project to inform the development of an improved housing reporting system.
1a-6	Housing Asset	The current 2020 budget is to support up to \$2.2 million in capital asset improvement.

Community Need



Initiative Progress Report

Initiatives approved in 2020 Budget		
Ref	Initiative	Progress to date
1a-7	Greater Victoria Coalition to End Homelessness (GVCEH) Support	- The CRD sustained an ongoing service agreement with the GVCEH to provide \$325,000, of which \$100,000 is from the City of Victoria, to support strategic coordination of services, reporting of homelessness and ongoing administration of the organization. - Regional Housing also responded to Board direction to enter into a service agreement and provide \$150,000 to the Aboriginal Coalition to End Homelessness to support strategic planning and administration of programs that more equitably meet the needs of Indigenous people who are experiencing or at risk of homelessness.
1a-8	Municipal Housing Support	- Initiated a Regional Housing Needs Reports Project using a \$150,000 grant from UBCM to support 11 municipalities and electoral areas in completing provincially legislated Housing Needs Reports. - Entered into 4 Housing Agreements with developers to support the sale/resale of 6 below market ownership housing units.
1a-9	Housing System Improvement	- Participated in an advisory role in the review of City of Victoria housing policies and programs. - Have accepted an invitation from the District of Saanich to participate on its Housing Strategy.
1a-10	Reaching Home *	- Continued to administer the 5-year, \$4.7 million Reaching Home Designated Communities funding stream. - Agreed to continue to act as the Community Entity responsible for administering the Indigenous Homelessness funding stream for one more year. - Have negotiated a new Terms of Reference to support a reformulation of the Community Advisory Board in order to better meet Government of Canada directives. - Received approval for a planning position within Housing Initiatives and Programs to use up to \$400,000 in Reaching Home Community Capacities Innovations funding to support the development and implementation of a Coordinated Access system that meets the requirements of the Government of Canada Reaching Home directives.

* New - Initiatives not in the 2019-2022 Corporate Plan

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 07, 2020**

SUBJECT Capital Regional Hospital District Funding Model History

ISSUE SUMMARY

To provide information on the Capital Regional Hospital District's (CRHD) Capital Funding Model.

BACKGROUND

On September 2, 2020 the Hospitals and Housing Committee requested information on the CRHD's funding model for capital projects. The core business activity of the CRHD is to provide the local share of capital funding for the Region's health facilities and hospital equipment. The Vancouver Island Health Authority (VIHA) is responsible for the delivery of healthcare in the region.

CRHD was established in 1967 through provincial statute to provide the local taxpayer's share of capital funding to expand, improve and maintain acute healthcare facilities in the capital region. The primary legislation includes the *Hospital District Act* and the *Hospital Act*.

The CRHD Board and officers consists of the same directors and executive staff as the Capital Regional District (CRD) Board and executive. The Health and Capital Planning Strategies Division which is part of the Planning and Protective Services Department manages and administers the work of the CRHD function.

Typically hospital districts across BC provide up to 40% of capital funding. Hospital district funding is voluntary and varies across the province. Traditionally, CRHD funding was used for funding major projects, minor capital projects, and equipment. In 2007, the Board directed staff to undertake a comprehensive review of the CRHD's funding model. This review included an analysis of the CRHD contributions towards all capital project categories, and identified alternatives for future health capital funding.

Subsequent to the review a new funding model was implemented. The new model revised capital cost thresholds for all project categories and restricted CRHD contributions in the minor capital and equipment categories to a fixed amount with no changes to the major projects category. The model also established annual \$1 million (M) funding for the Non Traditional Project category (Non Traditional project funding was suspended in 2015).

The CRHD historically provided 40% of capital funding for all major projects across the region up until 2010. The capital cost sharing formula was revised on December 8, 2010 by the following motion passed by the CRHD Board.

"That the CRHD participate in the cost sharing of major health capital projects at 30% unless the CRHD determines that the project has regional significance and value whereupon the CRHD will consider cost sharing at 40%".

The rationale being that given the significant expenditures facing regional district taxpayers and the desire to fill the gap in long term care, it was felt that there should be more emphasis on the 40% cost sharing for only major capital projects with long-term regional significance and value.

CRHD Authority and Funding Model

The CRHD has powers to hold and develop property for healthcare purposes, can fund and develop CRHD-owned properties and external agency projects, and has broad borrowing authority through Board-approved property tax requisitions. The CRHD has direct access to debt financing through the Municipal Finance Authority (MFA), and can also borrow through private institutional investors. CRHD expenditures require that the Minister of Health designate each proposed project as a healthcare facility under the *Hospital District Act*.

The four main categories of funding have been established to provide for the local share of health capital funding:

1. Major Capital Projects: Major capital projects are valued over \$2M and are generally cost shared on a 30% basis. Capital funding for these projects is primarily by debt financing arranged through the MFA.
2. Minor Capital Projects (MCP): MCPs are valued between \$100,000 and \$2M and the CRHD contributes 40% towards the total cost of VIHA minor capital projects to a maximum of \$3.75M annually. VIHA provides the CRHD with a list of capital projects for funding under this category. (Capital funding for minor capital is expensed from the CRHD tax requisition.)
3. Medical Equipment – The *Hospital District Act* Section 20(3) enables regional hospital districts to grant aid to hospitals and designated healthcare facilities for diagnostic and medical equipment purchases. The CRHD also retains an amount under this category for Divisional activities such as healthcare related research and studies. The CRHD annually provides \$2.925M to VIHA and \$30,000 to Mount Saint Mary Hospital (capital funding for medical equipment is expensed from the CRHD tax requisition).
4. Non Traditional Project Category (NTP): The CRHD established CRHD NTP category at an annual requisition of \$1M, to support the provision of community-based healthcare services by not-for-profit agencies (excluding VIHA) for facilities that provide primary healthcare and residential care in compliance with the *Hospital District Act* and other Ministry of Health guidelines. In 2014 the Board made the decision to reduce its CRHD NTP requisition of \$1M and increase the CRD Land Banking and Housing requisition by the same amount. The 2015 CRHD budget decreased the \$1M CRHD NTP requisition in order to accommodate a \$1M increase in the CRD requisition to fund a \$10M acquisition of property from BC Housing for properties managed by the Capital Region Housing Corporation (CRHC). The CRHD Board approved reinstatement of this \$1M NTP requisition once the \$10M debt had been satisfied, expected in 2025.

Strategic Outlook and Partnerships

Prior to 2009 the CRHD simply provided capital grants to VIHA for acute care projects, however as a result of the strategic acquisition of land and the comprehensive review of the funding formula between 2007 and 2011, the CRHD now acquires land and creates partnership opportunities to develop projects that may not otherwise have happened.

The partnership between the VIHA and CRHD has expanded over the last number of years to enable progress on a number of major initiatives:

- Acute care facility expansion and improvement (Royal Jubilee Hospital Patient Care Centre, Victoria General Hospital Expanded Emergency Department, Saanich Peninsula Operating Room and Surgical Upgrade, medication and facility system enhancements),
- Revitalization of the residential care sector (the Heights, the Summit),
- Upgrades to equipment and technology.

Land assembly and development by the CRHD has advanced projects by allowing VIHA to enter into operating leases with CRHD and other partners and commit annualized funding consistent with their health service mandate.

The CRHD in partnership with VIHA develops a 10 year capital plan and the allocation of funding to priority initiatives through effective cash flow and debt management. The annual capital planning process occurs in July and is a collaborative effort between VIHA and CRHD. VIHA communicates regional priorities, estimated total project costs and timing of the anticipated cash flows and CRHD communicates its board priorities. The CRHD assesses the capacity to finance VIHA's regional priorities along with CRHD health and capital planning initiatives. The collaborative 10-year capital plan is presented to Board for approval annually in October.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That the Capital Regional Hospital District Funding Model History report be received for information.

Alternative 2

That the Capital Regional Hospital District Funding Model History report be referred back to staff for additional information based on Committee direction.

CONCLUSION

The CRHD is strategically positioned for other acquisitions and development and continues to expand its asset base. The CRHD Board has provided policy direction to staff to ensure effective management of taxation, debt financing and cash flow. This has created a strong value proposition for taxpayers demonstrating that the CRHD should continue to move forward in this direction.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That the Capital Regional Hospital District Funding Model History report be received for information.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 07, 2020**

SUBJECT **Lady Minto Hospital Foundation Fund Request**

ISSUE SUMMARY

The Vancouver Island Health Authority (Island Health) on behalf of the Lady Minto Hospital Foundation is requesting that the Capital Regional Hospital District (CRHD) cost share 30% of the Lady Minto Hospital Emergency Room Upgrade project.

BACKGROUND

The Lady Minto Hospital Foundation is a registered charity dedicated to raising funds which enhance services and facilities of the hospital on Salt Spring Island. Lady Minto Hospital is a primary care hospital in the Vancouver Island Health Authority serving the residents of Salt Spring and the outer Gulf Islands. Governed by a volunteer Board of Directors, the Foundation awards grants for equipment, health education, and major renovations. The role of the Board is to manage the Foundation funds prudently, and to raise funds that will ensure the long term preservation of quality health care on the Islands while meeting short term needs of providing medical professionals with the tools that they need to do their jobs.

The Lady Minto Hospital is located at 135 Crofton Road, Salt Spring Island. The existing emergency department is located within the hospital and was built approximately 60 years ago. The proposed redevelopment includes a new emergency department (stage 1) and a dedicated area for a medical imaging department (stage 2). The emergency department expansion will be located to the south of the current extended health care wing taking over a portion of the existing south-west parking lot. The department is organized into multiple components including patient/family arrival, ambulance arrival, clinical and staff support space, and emergency zones (such as Ambulatory, Pediatric, and Mental Health and Substance use).

Island Health on behalf of the Lady Minto Hospital Foundation is requesting that CRHD cost share 30% on this capital project. A letter of support from Island Health is attached as Appendix A.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District (CRHD) Board:

That CRHD cost share at 30 percent with the Lady Minto Hospital Foundation on the Lady Minto Hospital Emergency Room Upgrade project.

Alternative 2

That the Capital Regional Hospital District decline the funding request from the Lady Minto Hospital Foundation.

Alternative 3

That the Lady Minto Hospital Foundation report be referred back to staff for additional information based on Hospitals and Housing Committee direction.

IMPLICATIONS

Financial Implications

The Lady Minto Emergency Room Upgrade project has been identified in the various CRHD capital plans since 2013. The current approved 2020-2029 CRHD Capital Plan, amended on March 18, 2020, includes the Lady Minto Emergency Room Upgrade project at a total project cost of \$4.8 million (M) with a footnote that 70% may be funded by the Lady Minto Hospital Foundation and 30% or \$1.4M from CRHD.

The project has now completed the schematic design phase and total project costs have escalated to a revised total project cost of \$9.9M. A 30% contribution from CRHD would equate to \$3.0M and could be included in the upcoming 2021-2030 CRHD Capital Plan. The cost increase is due to refined construction cost estimates, the completion of the Schematic Design phase, and a decision to include in the project site preparation for an eventual Imaging Department to be added onto the Emergency Department wing.

To date, the Lady Minto Hospital Foundation has raised \$4.0M and plans a fundraising campaign in November with a target of the \$3.0M balance. Design, development and construction documentation phases are anticipated to be complete by March 2021 and construction complete by September 2022.

Intergovernmental Implications

Typically, the CRHD only cost shares on major capital projects with Island Health as the primary funding partner. This request would see CRHD alter this funding model to cost share with a Foundation. Island Health is still an important partner on this project and is guaranteeing operating resources for the facility. Island Health will not be contributing capital dollars to the project and will be requiring the foundation to raise the entire balance of the capital cost.

CONCLUSION

The Lady Minto Emergency Department Upgrade project was included in 2020 of the 2020-2029 CRHD Capital Plan. With approval of a 30% contribution, the Lady Minto Hospital Foundation can proceed with upgrades to accommodate long term preservation of quality health care on the Islands.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District (CRHD) Board:

That CRHD cost share at 30 percent with the Lady Minto Hospital Foundation on the Lady Minto Hospital Emergency Room Upgrade project.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Nelson Chan, MBA, CPA, CMA, Chief Financial Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Island Health Letter of Support

August 19, 2020

Kevin Lorette
General Manager Planning and Protective Services
Capital Regional District
625 Fisgard Street,
PO Box 1000 Victoria, BC
V8W 2S6

Re: Lady Minto Hospital Emergency Department Project – Request for CRHD Cost-Sharing

Dear Kevin,

On behalf of our funding partner, the Lady Minto Hospital Foundation, Island Health is requesting 30% cost-sharing on this project which is currently included in the CRHD ten-year capital plan.

The Emergency Department (ED) project will be an extension to the Lady Minto Hospital which is designated under the Hospital District Act. As noted in your plan, the Lady Minto Hospital Foundation is the primary funder of this project. The Foundation has raised \$4,000,000 to-date, and plan to start another capital campaign in November to raise an additional \$3,000,000.

The schematic design phase has been completed on the project, and the total project cost at this stage is estimated at \$9,927,747.

Island Health's routine capital is fully committed to other initiatives, so we are not in a position to contribute capital to this project at this time. However, we have committed to funding all of the on-going annual operating costs of the new ED.

If CRHD cost-sharing is approved, the project funding sources would be as follows:

Lady Minto Hospital Foundation	70%	\$6,949,423
CRHD	30%	\$2,978,324
Total		\$9,927,747

By March 2021, we expect to have the Design Development and Construction Document phases completed, and we expect to have the new ED completed by September 2022.

Executive Office

Located at: 2101 Richmond Road | Victoria, BC V8R 4R7 Canada
Mailing address: 1952 Bay Street | Victoria, BC V8R 1J8 Canada

Tel: 250.370.8699 | Fax: 250.370.8750
viha.ca

We thank you for your consideration of this request, and we are hopeful that the CRHD will financially support this project which will significantly improve emergency healthcare in the Salt Spring community.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S. McCarten', with a large, stylized loop at the beginning and a horizontal flourish extending to the right.

Scott McCarten
Corporate Director, Capital Management and Finance Projects

Executive Office

Located at: 2101 Richmond Road | Victoria, BC V8R 4R7 Canada
Mailing address: 1952 Bay Street | Victoria, BC V8R 1J8 Canada

Tel: 250.370.8699 | Fax: 250.370.8750
viha.ca

**REPORT TO HOSPITALS AND HOUSING COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 07, 2020**

SUBJECT **Oak Bay Lodge Community Consultation and Stakeholder Engagement – Award of Contract**

ISSUE SUMMARY

To seek approval for award of Contract CRHD.2020-02 for Community Consultation and Stakeholder Engagement services for the Oak Bay Lodge property.

BACKGROUND

The Capital Regional Hospital District (CRHD) took over ownership of Oak Bay Lodge (2251 Cadboro Bay Road) from Vancouver Island Health Authority (VIHA) on August 14, 2020. On July 7, 2020, CRHD issued an Invitation to Quote to five prospective consultants for the supply and delivery of Community Consultation and Engagement Consultant services. Those experienced working with local government and/or municipalities and/or health redevelopment projects were deemed most qualified. Received proposals were reviewed August 7, 2020, with the lowest compliant quote submitted by Kirk & Co. Consulting Ltd.

Kirk & Co. has extensive experience supporting large-scale infrastructure, planning and development projects with effective community consultation and stakeholder engagement services. Consultation will include planning workshop facilitation, stakeholder mapping, engagement and tracking, online public houses, website and media presence, and a consultation summary report. See Appendix A for Contract for Services and Consultant's Proposal.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That Contract CRHD.2020-02 for Oak Bay Lodge Community Consultation and Engagement Services be awarded to Kirk & Co Consulting Ltd in the amount of \$73,825 plus a contingency of \$10,000 for future services [excluding GST] be approved.

Alternative 2

The Hospitals and Housing Committee refer the report back to staff for further information based on committee direction.

IMPLICATIONS

Financial Implications

The development of the Oak Bay Lodge property is a priority project for both the CRHD and is the subject of high community interest. The lowest quote was \$73,825. A contingency of \$10,000 is requested for additional services if warranted. Consultant fees will be funded from the CRHD Administration and Feasibility Studies Reserve.

Timing Implications

The redevelopment of the Oak Bay Lodge property is a highly-anticipated priority project. Community consultation and stakeholder engagement services will commence immediately, taking place over a three to four month period. Estimated completion is March 2021.

Intergovernmental Implications

Staff will work with the District of Oak Bay staff throughout the process to discuss the consultation strategy, summary report, and options for the Oak Bay Lodge property.

CONCLUSION

Awarding a Community Consultation and Stakeholder Engagement services contract will contribute community vision and develop an understanding of the options for the Oak Bay Lodge property.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Regional Hospital District Board:

That Contract CRHD.2020-02 for Oak Bay Lodge Community Consultation and Engagement Services be awarded to Kirk & Co Consulting Ltd in the amount of \$73,825 plus a contingency of \$10,000 for future services [excluding GST] be approved.

Submitted by:	Michael Barnes, MPP, Senior Manager, Health & Capital Planning Strategies
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Appendix A: Contract for Services and Consultant's Proposal

CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of _____, 20____

BETWEEN:

CAPITAL REGIONAL HOSPITAL DISTRICT

625 Fisgard Street
Victoria, BC V8W 2S6
Phone No. 250-360-3114

("CRHD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

KIRK & CO CONSULTING LTD.

610 – 999 West Hastings Street
Vancouver, BC V6C 2W2
Phone No: 604-688-7220

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The CRHD called for proposals for the provision of consulting services for CRHD 2020-02 Community Consultation and Stakeholder Engagement (the "**Project**"), and the Consultant in reply submitted a proposal dated 11 September 2020. A copy of the Invitation to Quote is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedule "D" to this Agreement.
- B. The CRHD has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the CRHD in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the CRHD and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

CONSULTANT'S OBLIGATIONS:

- 1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
- 2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
- 3. **Confidentiality** You must not disclose any information, data or secret of the CRHD to any person other than representatives of the CRHD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the CRHD any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
- 4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of

interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.

5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-consultants may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and consultants from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-consultants, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the CRHD arising pursuant to this Agreement is that of an independent consultant and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.

15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subconsultants named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the CRHD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRHD to terminate this Agreement upon giving written notice thereof to the CRHD. In such an event, you shall be paid by the CRHD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRHD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the CRHD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRHD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the CRHD's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.

24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRHD or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the CRHD and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the CRHD and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRHD and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the CRHD alone and never refer to the combination of the Consultant and CRHD. The combination of the CRHD and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRHD and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRHD or the Consultant.
35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

36. **CRHD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “CRHD Representative”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRHD Representative in the place and stead of any person previously designated.
37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the “Project Manager”) and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

CAPITAL REGIONAL HOSPITAL DISTRICT

by its authorized signatories:

Name

Name

Kirk & Co. Consulting Ltd. by its authorized signatories:

Name

Name

Capital Regional Hospital District

Community Consultation and Stakeholder Engagement Consultant Services

Invitation to Quote

Kirk & Co. Consulting Ltd.
Confidential Response



Kirk&Co.

610 – 999 West Hastings St.
Vancouver B.C. V6C 2W2
kirkandco.ca

Contact
Chris Chok, Chief Operating Officer
chrischok@kirkandco.ca
604.688.7220

Michael Barnes
Senior Manager
Capital Regional Hospital
District
625 Fisgard Street
Victoria, BC V8W 2S6

**Re: Capital Regional
Hospital District
Invitation to Quote
– Community
Consultation
and Stakeholder
Engagement Consultant
Services**

August 7, 2020

Dear Mr. Barnes,

On behalf of Kirk & Co., it is a pleasure to respond to the Capital Regional Hospital District's (CRHD) invitation to quote for community consultation and stakeholder engagement consultant services. Kirk & Co. is one of the leading strategic communications and engagement firms in Canada, with expertise developing and implementing sophisticated and effective programs for a broad range of clients. We have the demonstrated experience to support CRHD with community consultation and stakeholder engagement for a range of projects, including major capital projects, facilities upgrades and redevelopments.

For nearly 25 years, Kirk & Co. has specialized in supporting development, policy, planning, and infrastructure projects of all shapes and sizes with multi-year, comprehensive plans that effectively manage project risks by communicating with and incorporating input from stakeholders and members of the public.

We have become an acknowledged leader in strategic communications, consultation and engagement for projects across sectors, including some of British Columbia's highest-profile policy, planning, and infrastructure projects. We support small and large initiatives through all stages, from initial planning through project development and implementation. Based in Vancouver, with team members located across the Lower Mainland and in Victoria, we provide organizations with targeted and effective services in strategic communications, consultation and engagement, stakeholder relations, media relations, event management, and graphic design.

Kirk & Co. has the experience to deliver on all of the requirements outlined in the Invitation to Quote. This includes services such as consultation planning and strategic advice; stakeholder mapping, outreach and tracking; design and facilitation of online and in-person consultation, such as public information meetings, open houses, and small group stakeholder meetings; development of comprehensive summary reports and consideration memos; while also engaging stakeholders to strengthen relationships that position the CRHD for continued success.

We respectfully submit this proposal and look forward to an opportunity to support the Capital Regional Hospital District.

Sincerely,



Judy Kirk
President and CEO



Chris Chok
Chief Operating Officer and Partner



Mike McDonald
Chief Strategy Officer and Partner



Samuel Oliphant
Senior Vice President and Partner

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Work Samples

Appendix B

Sample Summary Report

Appendix C

Team Bios

Understanding

The Capital Regional Hospital District (CRHD) is a corporation of the Capital Regional District (CRD) focused on developing and improving healthcare facilities and providing the local share of capital funding for infrastructure and equipment, in partnership with Island Health. CRHD is seeking support from an experienced firm to provide community consultation and stakeholder engagement services for an initial phase of engagement related to the future use of the Oak Bay Lodge site.

As this proposal demonstrates, Kirk & Co. has extensive experience developing a broad range of consultation and engagement methods for private and public sector organizations, with the direct relevant experience and depth to provide the CRHD with community consultation expertise that will successfully support this planning phase, while also strengthening stakeholder relationships through effective engagement.

Kirk & Co. is well-positioned to support the CRHD with an initial phase of consultation and engagement related to the future use of the Oak Bay Lodge site. With the initial phase planned over a 3-4 month period, the consultation will need to tactfully manage competing interests to communicate potential options for the future use of the site, and seek feedback for consideration by the CRHD and its partners. Options could include a mix-use development with continued healthcare services, among others.

We would work with the CRHD to gather information and develop an understanding of the potential options for consideration, existing stakeholder relationships and community interests, and then develop a consultation and engagement strategy that positions the CRHD for continued success.

Effective consultation and engagement is important for building stakeholder relationships and generating potential support for capital projects while managing project risks. This requires the ability to communicate complex projects in a way people will understand. Recognizing the diverse demographics of the 13 municipalities of southern Vancouver Island and the Gulf Islands, it is important to develop strategies and adapt consultation methods to reflect that diversity.

That means developing plans that consider the unique needs of seniors, people of various ethnicities, as well as younger families and those in remote communities.

Kirk & Co. has been at the forefront of innovative public communications and engagement programs since the firm was founded in 1996. While consultation and engagement activities have to be able to reach people online and offline to effectively reach different age demographics, we help organizations design plans that fit their needs in real time. In the world of COVID-19, that means shifting more engagement online using video conferencing tools like Zoom, Microsoft Teams, WebEx, or others. Online engagement, with online advertising, has become the most effective way to reach large numbers of people, and online consultation and engagement tools are more important than ever.

In addition, our design department is working to incorporate leading-edge inclusive design practices into our plans and materials. Inclusive design encompasses conscious and responsible design practices for social change, and involves designing systems that are accessible, usable, and relevant to the full range of human diversity. No matter the technical complexity of a project, all materials that we develop are designed to be easily accessible and understood by diverse audience groups.

Experience and Qualifications

Over the past 23 years, our team has designed and implemented a wide range of strategic communications, consultation, and engagement programs for organizations including the Capital Regional District; the Ministry of Transportation and Infrastructure; a joint venture of the Canada Lands Company and the Musqueam, Squamish and Tsleil-Waututh Nations; Brightside Community Homes Foundation; BC Hydro; the British Columbia Utilities Commission; the City of Vancouver; the City of Surrey; the City of New Westminster; Metro Vancouver; the University of British Columbia; and TransLink.

We have significant experience supporting the Capital Regional District through our multi-year work on the Wastewater Treatment Project, with intimate knowledge of southern Vancouver Island municipalities. We also have experience planning and facilitating consultation meetings in communities in the Gulf Islands and south Vancouver Island through previous projects supporting BC Ferries, the Ministry of Transportation and Infrastructure, and the Vancouver Fraser Port Authority, and are currently providing communication planning support to Pacifica Housing in Victoria.

The following pages outline responses to the requirements detailed on Page 6 in the Invitation to Quote.

Provide details on your firm's demonstrated experience developing and implementing a wide range of consultation and engagement strategies to support large scale new (re)development and contentious real estate development projects.

Kirk & Co. has extensive experience providing community consultation and stakeholder engagement services to organizations and governments throughout the province, and has organized, coordinated, and facilitated hundreds of online and in-person engagement and consultation activities. Our team has particular expertise in major capital projects and land use planning, and has provided executive-level strategic communications, consultation, and engagement advice for many large-scale development, land use planning and policy projects, a number of which involved communicating about contentious issues. In addition, Kirk & Co. brings experience providing support in the form of consultation and presentation materials development, event logistics and coordination, meeting facilitation, and consultation summary reporting. We have extensive experience supporting planning and development projects of all sizes, including real estate development projects, as detailed in the example below and on the following pages.

Canada Lands Company and Musqueam, Squamish and Tsleil-Waututh (MST) Partnership – Jericho Lands and Heather Street Lands

In 2014, a partnership of the Musqueam Indian Band, Squamish First Nation and Tsleil-Waututh First Nation (collectively the MST Partnership) and Canada Lands Company entered into a historic joint venture partnership. The goal of the joint venture is to transform two parcels of land – Jericho Lands (East) and Heather Street Lands – into inspiring, progressive and sustainable new neighbourhoods that are welcoming and a benefit to the community, while being harmoniously integrated with the local neighbourhoods.

Kirk & Co.'s work involved designing and implementing a comprehensive communications and engagement strategy for the joint venture between the Musqueam, Squamish and Tsleil-Waututh Nations and the Canada Lands Company regarding the redevelopment of the Jericho Lands and Heather Street Lands. Working with the leadership of the partner organizations, Kirk & Co. developed a strategic communications plan that now guides communications with the public, local government, media and key stakeholders for the joint venture. The plan was developed through a number of interviews with leadership of the nations and their respective economic development corporations and Canada Lands Company. Kirk & Co. also provides media relations advice and support, and managed the development of two engaging, easy-to-understand five-minute narrative videos to help tell the story of the partnership. We also supported the development of a brand and visual identity for the Jericho Lands planning process called Inspire Jericho.

Provide a project list of either Community Consultant and/or Stakeholder Engagement: include details specific to engaging stakeholders and community where you feel necessary.

Kirk & Co. has extensive experience supporting small- and large-scale infrastructure, planning and development projects with effective community consultation and stakeholder engagement services. Some of these projects include:

Housing and development focus

- Canada Lands Company and Musqueam, Squamish and Tsleil-Waututh (MST) Partnership
 - Jericho Lands and Heather Street Lands (2016-present)
- Pacifica Housing (2019 - present)
 - Communication planning and issues management
- Brightside Community Homes Foundation (2019-present)
 - Projects: Alice Saunders House; Edward Byrnes House; MacLeod Manor; Mount Pleasant
- QuadReal Property Group (2018-present)
- BC Hydro – West End Substation (2016-2017)

Infrastructure and planning focus

- Capital Regional District – Wastewater Treatment Project (2016-present)
- New Westminster Secondary School Replacement Project (2016-2019)
- B.C. Ministry of Transportation and Infrastructure – Pattullo Bridge Replacement Project (2013-present)
- People, Parks & Dogs: A strategy for sharing Vancouver's parks (2016-2017)
- B.C. Ministry of Transportation and Infrastructure – Evergreen Line Rapid Transit Project (2008-2017)
- B.C. Ministry of Transportation and Infrastructure – BC Ferries Consultation and Engagement (2012-2013)
- BC Children's and BC Women's Redevelopment Project (2011)

Further details specific to how we supported these projects with communications, consultation and engagement are provided in response to the questions below.



Demonstrate how your firm has expertise in bridging competing interests over land use and occupancy and the methodologies that were used.

Kirk & Co. has experience with land use planning and consultation that focuses on bridging competing interests over land use. This is demonstrated by a number of our project examples provided in this response, including our work with BC Hydro.

BC Hydro – West End Substation

Kirk & Co. worked with BC Hydro and staff from the Vancouver School Board and Vancouver Board of Parks and Recreation to communicate and consult with the communities in downtown Vancouver about an idea to build new substations underground, including near an elementary school. Initially, community residents and stakeholders were concerned about this proposal, due to a lack of information regarding perceived health and safety effects of living, learning and working near an electrical substation.

Working with BC Hydro's executive and a branding agency, we developed an inspirational narrative, as well as informative and visually appealing communications and consultation materials to explain the innovative concept to members of the public and key stakeholders, to acknowledge and address concerns, and to seek their feedback about whether they supported further exploration of the idea.



Demonstrate how you have effectively communicated a complex project either due to complexities in the project itself or the complexities in a partnership or multi-agency structure.

Kirk & Co. is accustomed to communicating complex and often technical information to diverse audiences in a way that is easy to understand. We are experienced working with integrated project teams, and on projects that involve complex multi-agency structures, overlapping jurisdictions, or multiple levels of government. We recognize the importance of tactful and effective agency engagement that navigates diverse interests and drives all parties towards common objectives.

Evergreen Line Rapid Transit Project

The Evergreen Line is a rapid transit line that runs through three municipalities in the Lower Mainland and includes six new transit stations. Kirk & Co. designed and implemented two rounds of public consultation for the Evergreen Line Project, and supported the project in achieving environmental certification. As part of the public consultation program, Kirk & Co. planned and facilitated stakeholder meetings, open houses and an online discussion forum. Participants included commuters, businesses, and community members.

Kirk & Co. also led the communications and engagement through the construction phase of the project and managed a comprehensive community relations program at the Evergreen Line project office in Coquitlam to provide ongoing two-way communications with key stakeholders along the Evergreen Line route. It included operating a community relations office, planning and facilitating

stakeholder and community meetings, implementing a stakeholder tracking program, planning and implementing a business liaison program, managing the enquiry response process including a 24-hour construction information line, holding door-to-door visits with residents and businesses along the alignment, and developing and managing a project website and Facebook page. Numerous agencies were involved in this project, including the Ministry of Transportation and Infrastructure, BC Environmental Assessment Office, TransLink, and the cities of Burnaby, Port Moody and Coquitlam.

Pacifica Housing

Kirk & Co. has been working with Pacifica Housing since late-2019, providing communications, engagement, and issues management support for their executive. While the nature of this work is confidential, Kirk & Co. has assisted in the development of communications and engagement strategies to build support for a Pacifica Housing initiative that required the support of the City of Victoria. This work involved helping build a strategy to bring together multiple stakeholders to support Pacifica Housing's plan, including BC Housing, Victoria housing advocates, Victoria City staff, and private land owners. The project required Kirk & Co. to help Pacifica navigate a challenging land use and housing issue by developing a plan that would unite the various parties behind a Pacifica-led solution, which was ultimately successful.



Provide a minimum of 3 examples where your firm was the dialogue designer that facilitated a result that met the outset objectives of the activity.

**Capital Regional District –
Wastewater Treatment Project**

Kirk & Co. is currently supporting the Capital Regional District's Wastewater Treatment Project Team and Board by providing strategic communications support, media strategy and media relations advice, and paid-media strategy and implementation advice to support a comprehensive construction communications program. As part of this work, Kirk & Co. has operated closely with the Deputy Project Director, the Communications Director, contractors, and the various consultant engineering teams to develop, plan and implement ongoing stakeholder engagement and construction communications programs for the Project. The Wastewater Treatment Project footprint spans over the municipalities of Esquimalt, Victoria and Saanich.

Kirk & Co.'s community consultation and stakeholder engagement strategy includes; stakeholder mapping and management to engage key stakeholders such as local governments, community and resident groups, businesses and the public; project liaison committees; door-to-door engagement; public open houses; community or neighbourhood association meetings; and an inquiry response program. Notably, community engagement regarding a “pipe pull”, the process of assembling one long pipe on a residential street before it was pulled underwater and connected with the location of the new treatment plant, was a highly successful exercise that involved many community activities to keep residents informed and supportive. Some creative methods to involve and engage the public included school tours, door-to-door visits with neighbours, an art project, and planning and holding a large community “Thank You BBQ” for hundreds of neighbours, businesses, school children and local elected officials.

**B.C. Ministry of Transportation and Infrastructure
– Pattullo Bridge Replacement Project**

Kirk & Co. has been working on the replacement of the aging Pattullo Bridge since 2013. Initially, our team supported TransLink, the City of New Westminster and the City of Surrey as they worked together to review and evaluate alternatives to rehabilitate or replace the Pattullo Bridge and determine a preferred alternative to meet the needs of the communities connected by the bridge, as well as the broader region. Kirk & Co. worked with TransLink and the City of Surrey and the City of New Westminster to develop and implement an extensive public consultation program that included small group meetings and open houses in New Westminster and Surrey, as well as online feedback opportunities. The consultation involved careful internal stakeholder management to ensure the interests of all three partners were equally represented, as well as external stakeholder management to ensure readiness before the public consultation events and media interest.

Kirk & Co. then supported TransLink in designing and implementing two rounds of public consultation that sought input from residents, local and regional stakeholders and bridge users about road network improvements and pedestrian and cycling connections on both sides of the bridge in New Westminster and Surrey. This included planning and facilitating meetings with local governments, stakeholder and resident groups and the public. The Pattullo Bridge Replacement Project is now owned by the Province of B.C., which will fund and deliver a new replacement bridge. Kirk & Co. is providing strategic advice and communications support to the Pattullo Bridge Replacement Project team, which includes community outreach and support during the procurement and construction phases.



Vancouver Board of Parks and Recreation – People, Parks & Dogs

Kirk & Co. worked with the planning consultant selected by the Vancouver Board of Parks and Recreation to develop and implement a public and stakeholder engagement program in support of People, Parks & Dogs: A strategy for sharing Vancouver's parks. This comprehensive strategy was developed to guide the planning and design of beautiful, safe and engaging parks for people with and without dogs. The consultation program had a high degree of interest and participation, with nearly 7,000 participant interactions between two rounds of consultation. Kirk & Co. managed all aspects of the consultation process, which extended over a year and included a two-phase public consultation program and a Stakeholder Advisory Committee.

Kirk & Co. developed highly visual, easy-to-understand, creative consultation materials that demonstrated the considerations for ensuring park space meets the needs of park users with and without dogs (round 1) and proposed planning solutions (round 2). Creative methods to engage the public included intercepts in parks and dog parks throughout Vancouver, and design charrettes with self-selecting groups at various locations around the city. Our work on this file also included the development of consultation summary reports.

Detail your firm's understanding of real estate development, master planning and municipal approvals processes.

Kirk & Co. has experience supporting small- and large-scale development projects with communications, consultation and engagement services. The two examples provided below illustrate some of our experience with real estate development, master planning and municipal approvals processes.

Brightside Community Homes Foundation

Brightside Community Homes Foundation (Brightside) is one of Vancouver's oldest and largest affordable housing societies, providing homes for seniors, people with disabilities, and families. Brightside has ambitious plans to develop or redevelop a number of properties to help address Vancouver's housing crisis. Kirk & Co. is currently providing Brightside with services in strategic communications, media relations, issues management, community and stakeholder engagement, and graphic design. Brightside's approach is to put residents first and to go above and beyond City of Vancouver requirements for public consultation.

Kirk & Co. is supporting Brightside through the City of Vancouver rezoning process for four specific housing projects in Vancouver, including: Alice Saunders House; Edward Byres House and Loyal Orange Manor (received municipal approval at a public hearing on July 21, 2020); MacLeod Manor; and Mount Pleasant. Support for these projects includes materials development, public notification, logistics and staffing for community meetings, as well as door-to-door engagement with immediate neighbours. Kirk & Co. also provides high-level and day-to-day strategic communications and engagement advice to help Brightside with its strategic vision for affordable housing in Vancouver.

QuadReal Property Group

Kirk & Co. is providing local government relations and stakeholder engagement advice to QuadReal Property Group, a Vancouver-based company established to manage the real estate program of British Columbia Investment Management Corporation, regarding a significant redevelopment plan in Metro Vancouver. Kirk & Co. is currently providing QuadReal Property Group with strategic communications, consultation, community engagement, and brand identity services for the potential redevelopment of Capilano Mall, a 14-acre site in North Vancouver.

Working with the project team, we have developed and implemented a comprehensive communications and engagement strategy that guides communication with the public, municipal staff, key stakeholders, tenants and the media. Part of this work involved leading QuadReal executives, and the broader project team, through a strategic planning program. Kirk & Co. has supported the project through two rounds of public and stakeholder engagement. We have developed key messages and Q&A, initiated a unique community survey via mobile phones, created consultation materials including display boards, discussion guide, notification postcards, print and digital ads, and a consultation summary report. Additionally, our team has supported engagement sessions, one-on-one meetings, tenant engagement and information kiosks at Capilano Mall.

We also supported with the development of a brand and visual identity for the engagement process. The name "Thinking Cap" was developed to portray QuadReal's intent and commitment to the process, and to help the community identify with the engagement.

Include details on your firm’s experience as a facilitator using best practices under an internationally recognized accreditation program.

While conducting engagement and consultation programs for projects of all sizes around the province, Kirk & Co. has organized, coordinated and facilitated hundreds of in-person engagement and consultation meetings. Our facilitators bring significant experience managing complex and sometimes contentious meetings, and we have decades of experience facilitating public dialogue that encourages participants to freely share their opinions and insights, while allowing the project team to observe and interact with stakeholders and members of the public. Kirk & Co. consultation and engagement programs meet or exceed best practices for consultation, as defined by the International Association for Public Participation (IAP2) and other leading engagement organizations. Judy Kirk and Chris Chok are members of IAP2.

BC Coastal Ferries Consultation and Engagement

BC Ferry Services Inc. (BC Ferries) operates one of the largest marine transportation networks in the world. However, rising costs and declining ridership continues to create financial pressures. From 2012-2013, Kirk & Co. worked with the Ministry of Transportation and Infrastructure to design and implement a province-wide consultation and engagement program to inform the public and stakeholders about the depth and nature of the challenges facing the coastal ferry system and gather feedback regarding immediate challenges facing B.C. coastal ferry service and its long-term vision.

The program included 40 face-to-face meetings in 30 communities throughout the province, as well as digital opportunities including an online feedback form and webinar, and a public opinion poll. The program resulted in extensive participation, including over 2,000 people attending consultation events, more than 1,200 feedback forms completed and 700 written submissions received. Kirk & Co. provided strong facilitation at often contentious open houses and community meetings, allowing constructive meetings and discussion regarding the sensitive issue of ferry service, in the many B.C. communities that rely on this service.



Provide a minimum of 3 examples where your design and development of presentation materials was appropriate to the audience, and you were able to translate a very complex concept in a simplified way.

Kirk & Co. is highly experienced in developing materials that simplify complex and technical information to be approachable for diverse audiences through multiple platforms. This is best demonstrated through the work samples that we have provided in Appendix A, corresponding with the three project examples below (descriptions of each project can be found in answers to previous questions).

Capital Regional District – Wastewater Treatment Project

Communications, consultation and engagement materials included: information sheets, project maps and construction notices

Ministry of Transportation and Infrastructure – Pattullo Bridge Replacement Project

Communications, consultation and engagement materials included: display boards, project renderings, and maps

BC Hydro – West End Substation

Communications, consultation and engagement materials included: discussion guide, notification materials, and renderings

Demonstrate the format and breadth of your summary reporting and format by providing a sample report.

Kirk & Co. is a leader in analyzing and summarizing input received through stakeholder engagement and public consultation—through hardcopy and online feedback forms, written submissions, meeting notes, and other tools used during consultation—in consultation summary reports and consideration memos after each phase of engagement and consultation. These reports provide an overview of the engagement process, including the scale of participation, frequency and type of engagement.

Through experience, Kirk & Co. emphasizes the importance of these reports to allow participants to understand how their feedback was captured in the record, including how it compared to other participants.

A sample Summary Report from the Capital Regional District Wastewater Treatment Project is provided in Appendix B.

Our Team

Name	Position	Proposed Role
Judy Kirk	President and CEO	Senior facilitation; strategic advice.
Chris Chok	Chief Operating Officer	Senior facilitation; strategic advice.
Sam Oliphant	Senior Vice President	Strategic advice; media relations and issues management lead.
Evan Southern	Senior Associate	Client lead; strategic advice; plan oversight and issues management support.
Anna Wright	Vice President	Strategic advice; senior facilitation.
Christine Woolley	Art Director	Branding and materials oversight; graphic design services.
Hazel Currie	Communications Manager	Engagement lead; materials development and event management.
Melanie Belanger-Finn	Manager, Client Services	Materials development and event management.
Taylor Bamford	Communications Assistant	Research; materials development; event logistics.

Workplan

This is a preliminary estimate based on several assumptions around the scope of work outlined in Invitation to Quote. This estimate is based on the assumption of providing the deliverables and activities outlined in the Invitation to Quote for an initial phase of consultation and engagement related to the future use of the Oak Bay Lodge site. This assumes stakeholder engagement and community consultation taking place over a 3-4 month period. This estimate is subject to change based on further discussion with the Capital Regional Hospital District.

Tasks

A. PLAN DEVELOPMENT

Assumes reviewing key materials, facilitating an internal planning workshop with CRHD staff, and development of a Communications and Engagement Plan.

B. STAKEHOLDER MAPPING, ENGAGEMENT AND TRACKING

Assumes development of a stakeholder map, advice and support to meetings with stakeholders, and ongoing tracking of interactions with stakeholders over 3-4 month period.

C. MATERIALS DEVELOPMENT

Assumes development of core communications and community consultation materials such as a consultation discussion guide and feedback form, key messages and questions and answers, and fact sheets.

Tasks

D. NOTIFICATION

Assumes planning, distributing, and tracking responses to notification for up to 5 public events over one round of engagement.

E. FACILITATION, STAFFING AND LOGISTICS SUPPORT FOR OPEN HOUSES

Assumes two two-hour online public open houses during the public consultation period – Kirk & Co. team would facilitate the Q&A and handle logistics of the online platform.

F. FACILITATION, MEETING RECORDING AND LOGISTICS SUPPORT FOR STAKEHOLDER MEETINGS

Assumes four two-hour small group stakeholder meetings during the consultation period – Kirk & Co. team would facilitate and provide note taking of each meeting.

G. ONLINE CONSULTATION

Assumes development of website copy to be posted on project website, programming and monitoring of an online feedback form, tracking of email and social media enquiries/comments during consultation period.

H. CONSULTATION SUMMARY REPORT

Assumes coding, analysis and summary of approximately 100 pieces of feedback, writing and production of a public facing consultation summary report.

Tasks

I. ISSUES MANAGEMENT AND MEDIA RELATIONS SUPPORT

Assumes one media and message training session, moderate level of support required for one media issue per month, over a 3-4 month period.

J. PRIORITY STRATEGIC ADVICE

Ongoing strategic advice on matters of communications and engagement to project team, such as monthly strategy calls. Assumes modest number of hours per month for 3-4 month period.

TOTAL	\$73,825.00
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Potential project expenses including things like website hosting, purchasing of images or other digital assets and will be charged at cost.

Kirk & Co. bills for hours worked and invoices monthly; terms are net 30 days.

Additional approved scope of work will be billed as per the fee schedule above.

Taxes - Kirk & Co. will charge 5% GST

Kirk&Co.



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REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, OCTOBER 07, 2020

SUBJECT Applicant Eligibility Policy Update

ISSUE SUMMARY

To revise the Applicant Eligibility Policy to ensure rent subsidies are maximized.

BACKGROUND

The Housing Registry was created in order to provide a single point of entry for individuals in British Columbia applying for Rent Geared to Income (RGI) housing. Since its inception, the Capital Region Housing Corporation (CRHC) has been obligated to select all RGI tenants through the Housing Registry for Umbrella Operating Agreement (UOA) properties. The Housing Registry is managed through the BC Housing Management Corporation (BC Housing) and is governed by an elected Board of Directors made up of housing providers. CRHC currently holds a position on the Housing Registry Board of Directors.

CRHC is obligated to ensure that applicants chosen for RGI units meet the required eligibility criteria outlined in our operating agreements with BC Housing (eligible groups, residency, asset and income requirements, live independently, factors for exclusion). In addition CRHC must adhere to the *National Housing Act*, the *Residential Tenancy Act* and the Human Rights Code.

The CRHC's primary mandate is to provide affordable housing to those persons and families living in low income that meet the eligibility requirements as determined through our operating agreements with BC Housing. These include families, seniors and persons living with disabilities. It is the CRHC's obligation to choose tenants for our rent geared to income households from the Housing Registry. It is the CRHC's responsibility to develop a method of selection that is fair, consistent and transparent.

In 2014, the Applicant Eligibility Policy 2.10 was amended so that 90% of applicants would be chosen chronologically to meet the primary mandate of providing affordable housing and 10% of applicants chosen identified as being in urgent housing need off of the Housing Registry.

In 2016, amendments to the Applicant Eligibility Policy 2.10 were approved (Appendix A, marked copy with recommended changes). 80% of applicants are chosen chronologically through the Housing Registry. 20% of applicants for individuals and families are identified through targeted partnerships that will assist in creating a more streamlined housing system. Individuals and households are transferred from transitional housing into CRHC housing to ensure that these households do not fall into homelessness after participating in services to support stabilization. The partners, tenants and CRHC enter into a three way agreement, Supports in Social Housing Agreement (SSH). CRHC currently transitions individuals and families from the Cridge Centre for the Family, Island Health, Victoria Women's Transition Society, Community Living Victoria and Margaret Laurence House.

Coordinated Access and Assessment

Tenants for the 20% of units rented at social assistance rates for the Regional Housing First Programs (RHFP) units are chosen through the Coordinated Access and Assessment (CAA)

(CAA Terms of Reference, Appendix B) through the Supportive Housing Registry. This approach addresses the needs of those individuals currently in supportive housing programs to transition to more independent housing options and create positive flow in the system. This allows people with more complex mental health and substance use needs to access the support they need through backfilling units in supportive housing programs better resourced to help individuals attain improved mental and physical health. The RHFP was modelled after the CRHC SSH process.

To ensure consistency and improve transparency, staff are recommending that the 20% of units currently being placed through SSH Agreement partnerships into CRHC RGI units be chosen through the CAA rather than through existing SSH Agreement partnerships. This will allow for more transparency, and enable the partners to meet the intended goals of creating flow in the system.

ALTERNATIVES

Alternative 1

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

That the amended Applicant Eligibility Policy 2.10, attached as Appendix A, be approved.

Alternative 2

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

That the amended Applicant Eligibility Policy 2.10 be referred back to staff to determine an alternative selection criteria.

IMPLICATIONS

Choosing 80% of applicants chronologically through the Housing Registry has created a more transparent and consistent process.

For the remaining 20% of units, working with limited partners does not allow for the same consistency and transparency that is achieved through flowing tenants through the CAA. It does not allow for equal access to these units for individuals in our community who may live with other housing providers. By choosing individuals and families through the CAA, the CRHC will generate a more consistent and transparent process. Please see Appendix A for proposed changes to the policy.

The current agencies that have signed Supports in Social Housing Agreements with the CRHC will receive 60 days' notice that the contract is terminated. This will not impact current CRHC tenants under these agreements, only that CRHC will not accept any new tenants. CRHC will advise partners that the CRHC still values the partnership and that new tenants will still be able to access 20% of CRHC units through the Supportive Housing Registry via the CAA.

BC Housing has advised CRHC that these proposed changes to the Applicant Eligibility Policy meet the criteria as set out in the Operating Agreements.

CONCLUSION

The CRHC's primary mandate is to provide affordable housing to those persons and families living in low income that meet the household requirements as determined through the UOA with BC Housing. These include families, seniors and persons living with disabilities. It is the CRHC's obligation to choose tenants for our rent geared to income households from the Housing Registry. It is the CRHC's responsibility to develop a method of selection that is fair, consistent and transparent.

The Amended Applicant Eligibility Policy 2.10 (Appendix A) recommends that 80% of those applicants would continue to be chosen chronologically to meet our primary mandate of providing affordable housing and 20% of applicants would be identified through the CAA. This would fulfill a social benefit of supporting our community to resolve critical social problems through a coordinated, community-led process.

By blending the selection based on both chronological and critical need, it allows the CRHC to meet its primary mandate of providing affordable housing while ensuring appropriate access to individuals who are able to live independently with supports. The updated policy proposes an 80/20% split to address this.

RECOMMENDATION

The Hospitals and Housing Committee recommends to the Capital Region Housing Corporation Board:

That the amended Applicant Eligibility Policy 2.10, attached as Appendix A, be approved.

Submitted by:	Christine Culham, Senior Manager, Regional Housing
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S):

Appendix A: Amended Applicant Eligibility Policy 2.10

Appendix B: Coordinated Access and Assessment Terms of Reference

POLICY AND PROCEDURES MANUAL	SUBJECT Applicant Eligibility		
	POLICY NO. 2.10	EFFECTIVE March 30, 2004 AMENDED July 22, 2014 May 24, 2016 AMENDED June 25, 2018 AMENDED November 24, 2019 AMENDED March 23, 2020 AMENDED October 7, 2020	AMENDMENT NO. 5

OBJECTIVE: To ensure adherence to operating agreements and relevant legislation relative to tenant selection and eligibility while ensuring protection of privacy for applicants.

To ensure fair, consistent, equitable and transparent housing opportunities.

POLICY:

1. Income Eligibility

1.1 Subsidized Units

To be eligible for subsidized housing, the applicant's gross household income must be below certain income limits, as established by the Housing Income Limits (HILs). HILs is set by BC Housing and represent the income required to pay the average market rent for an appropriately sized unit in the private market.

1.2 Regional Housing First Program Income Assistance Units (RHFP-IA)

To be eligible for RHFP-IA units, the applicants must receive Income Assistance or a Disability Pension through the Provincial or Federal Government and have a shelter allowance of \$375. If the applicant is not on Income Assistance or a disability pension, the applicant's income must fall below the HILs.

1.3 Affordable Units (formerly Low end of Market – LEM)

For Affordable units, the applicant must fall within the income levels as outlined in Appendix A of this policy. Total household income must fall below the median income figures as determined by BC Housing.

2. Occupancy Standards

The size of the unit required by a household is outlined in the CRHC Occupancy Standards policy and is governed by the National Occupancy Standards. See CRHC Occupancy Standards policy 2.12. Exceptions to the policy are at the discretion of the Manager of Operations and Senior Manager.

3. Application Process

3.1 Subsidized Units

Applicants for subsidized housing must apply for housing through the Housing Registry. The Housing Registry is a single point of entry for individuals and families looking for subsidized housing options. Individuals searching for subsidized housing submit one application form to be considered for any available housing units in developments managed by the Housing Registry members. CRHC is mandated to be a Housing Registry member as per our operating agreements.

CRHC provides affordable housing to low and moderate income individuals and families. CRHC will choose applicants in two ways to fulfil its mandate of providing rent geared to income housing.

1. 80% of applicants will be chosen on a **chronological basis**. The information on the application will be verified by CRHC. If an applicant is deemed ineligible for a unit they applied for, the applicant will be notified in writing why they have been deemed ineligible and will be provided details of the conditions they must meet in order to be eligible in the future.
2. **20% of applicants will be chosen as per 3.2 of this policy.**

~~Applicants will be chosen as high priority through referral from a Partnering Agency through an established agreement. Proof of need will be communicated by the Partnering agency through an established agreement.~~

~~Applicants must qualify under the Housing Registry's eligibility criteria and have an active application prior to being accepted.~~

3.2 RHFP-IA units

Applicants for RHFP-IA units must apply for housing through the Supportive Housing Registry. The Supportive Housing Registry is a single point of entry for individuals and families who have experienced homelessness looking for supportive and supported housing options. Individuals searching for RHFP-IA housing submit one application form to be considered for any available housing units in developments managed by the Supportive Housing Registry members. CRHC is mandated to be a Supportive Housing Registry member as per our operating agreements. The applicant is referred through the Placement Table of the Coordinated Access and Assessment that is managed through BC Housing in partnership with Island Health and the Capital Regional District.

RHFP-IA applications must have a Supports in Social Housing Agreement outlining the main support agency that will support their tenancy in CRHC housing.

3.3 Affordable Units (formerly LEM)

Applicants for Affordable units can apply directly to CRHC. Affordable unit availability is advertised on CRHC's website. Affordable units are allocated chronologically to applicants who meet the eligibility requirements. The applicant must meet the income eligibility requirements and preference for Affordable units will be based on the applicant who most closely meets the occupancy standards. This is to ensure that units are maximized in meeting the needs of low and moderate income families, individuals and seniors. Affordable Housing tenants will sign a one year tenancy agreement that will renew automatically after one year on a month to month basis.

3.4 Processing, Storage and Disposal of Application Forms

- 3.4.1 Once an application and supporting documents have been received, staff assess for eligibility. The applicants' information is then added to the 'Market Application Waitlist' chronologically under the tab best reflecting their status based on the declared income levels. (Eligible or Not Eligible)
- 3.4.2 Application forms and supporting documents are to be kept securely stored (locked cabinet) alphabetically under their current, eligibility status, i.e. Eligible, NOT Eligible or Expired.
- 3.4.3 Applicants who do not meet the income eligibility are to be contacted within two weeks of the application date to inform them of their ineligibility. A letter (scanned or pdf) is to be sent by email using ZendTo, stating their ineligibility for housing.

The letter is to contain details regarding the secure storage of information for the duration of 12 months, disposal at the end of this period (shredding) and how to inform our office if their situation changes during this time period. If no email is on file, staff must contact the applicant by phone to verify the address before sending the letter by regular post. If the address cannot be verified and no email address can be obtained then the letter must be sent by Registered Mail to allow its delivery to be tracked.

- 3.4.4 Eligible Applicants will be considered for housing for a 12 month period following their submission and will be encouraged to update their information/interest every three months or when there are changes to their situation (address, income, family composition, etc.).
- 3.4.5 All applications must be kept on file for 12 months whether active or inactive. After the 12 month period of NOT Eligible status or inactive the application and all supporting documents will be shredded.

4 Reference Checks, Rental Payment History and Credit Checks

4.1 Reference Checks

An applicant must have at least two year duration of a favourable landlord reference or will have completed the **RentSmart** program successfully. Applicants that are referred through an established Partnering Agency will not require a landlord reference.

- Two year favourable reference within the last three years OR RentSmart Certificate dated within the past two years. If none, then the applying applicant should be encouraged to take the RentSmart course.
- RHFP-IA applicants do not require a favourable landlord reference check but do require a Supports in Social Housing Agreement outlining the main support agency that will support their tenancy in CRHC housing.

4.2 Rental Payment History

An applicant must have paid their rent on time and in full for the previous 6 months of their tenancy. This will be verified during the landlord reference check.

4.3 Credit Checks

Credit checks *may* be completed from time to time.



Coordinated Access and Assessment (CAA)

CAA Advisory Committee Terms of Reference

DRAFT August 2020

Overview

The Coordinated Access and Assessment (CAA) Advisory Committee has been established to provide direct feedback on the process, the development and outcomes of Coordinated Access and Assessment for Greater Victoria Region.

The CAA process will continue to be founded on strong partnerships between funders (BC Housing, Island Health and CRD) and on clear communication and collaboration with non-profit supportive and supported housing providers, and with other partners in the homelessness serving system of care.

The CAA process supports the development of a coordinated response and intake process for people experiencing homelessness or at risk of homelessness to access supportive housing and supported housing. The primary purpose of CAA is to streamline the process for people experiencing homelessness, to access the housing and supports to end their homelessness.

By standardizing the intake and assessment process, sharing information in real-time within a community, adopting uniform prioritization policies and coordinating referral processes, coordinated access systems connect people to the right housing and supports as efficiently as possible based on their preferences and level of need. This ensures communities get the most out of limited resources and we can more rapidly and effectively prevent (and substantially reduce) and/or end homelessness for those in greatest need. (CAEH)

The Coordinated Access and Assessment (CAA) process provides a streamlined application and assessment to prioritize individuals for housing and supports into more than 1500 Supportive housing units in Greater Victoria.

The process also provides a streamlined application and assessment process to support individuals to move from supportive housing into more than 100 (*anticipated by late 2020) subsidized housing units with in-reach supports and market units with rent supplements.

As needed, the CAA Advisory Committee may also determine a collective response to people sheltering outdoors in parks or on the street; or to respond to community crisis specifically related to people experiencing homelessness.

Purpose and Role of the Advisory Committee

- To support the development of CAA in the Greater Victoria Region
- To ensure that the CAA system feeds data into and is supported by data that is collected within a well-coordinated homelessness management information system. In the capital region this is currently the Homeless Individuals and Families Information System (HIFIS). Information is also tracked and available in BC Housing's tenancy tracking system – Housing connections (HC)
- A streamlined approach to access into supportive housing
- A streamlined approach to access into supported housing
- A streamlined approach to access into rent supplements (that are included in the system)
- Positive flow – movement from supportive housing into independent subsidized housing with or without support
- To identify community priorities (directly or through a working group) to direct the CAA Placement Committee as they make specific placement decisions into supportive housing. (See CAA Placement Committee Terms of Reference)
- To provide direct feedback to and discuss CAA process with funders
- To consistently report CAA decisions and updates to the broader community
- To receive and review best practices information on Coordinated Access and Assessment
- To collectively respond to community crisis related to homelessness
- To identify and report on gaps in housing and health support services for people experiencing homelessness
- To make recommendations for new resources that are targeted for people experiencing homelessness for the development of CAA
- To work collaboratively with the Greater Victoria Coalition to End Homelessness for the purpose of:
 - Data analysis for the purpose of system improvement
 - To improve coordination to better address the needs of people experiencing homelessness

Representation:

Island Health, Director MHSU SI Operations (to bring forward VMHC, ACT, Residential, Tertiary and Acute Care perspective)

Island Health – Representative of MHSU Residential Access

Capital Regional District Housing Director

Capital Regional District Housing Manager

BC Housing Regional Director

BC Housing Coordinated Access and Assessment Manager

Aboriginal Coalition to End Homelessness

Greater Victoria Coalition to End Homelessness

Island Community Mental Health

Our Place Society

Pacifica Housing

PHS Community Services

Victoria Cool Aid Society

Island Community Mental Health

Victoria Police Department

Person(s) with Lived Expertise

Victoria Native Friendship Centre

The City of Victoria Representative (to be invited 2020)

M'akola Housing and/or other Indigenous serving organizations to be invited August 2020

Commitment

Chairs: rotating responsibilities – Leadership from BCH, IH, CRD or other designate

All CAA Advisory committee members are accountable to bring forward agenda items, issues of concern or success

Members will disseminate information back to their respective organizations

Members will uphold the principles of Coordinated Access and Assessment: Consistency, transparency, streamlined access; committee members will adopt the practice of uniform prioritization, referral coordination, and efficiency of resources

MEETING LOGISTICS

Meeting Type	Frequency	Location
CAA Advisory Committee	Monthly on the 3 rd Wednesday 2:00pm – 3:30 pm	Royal Jubilee Hospital or teleconference
Teleconference Information	Guest Dial In: 844-445-4475	
	Participant ID: 765 402 82 and press #	

Documentation & Reporting Requirements

Island Health will coordinate CAA Advisory meetings on a monthly (or as needed) basis

BC Housing will coordinate CAA Placement Committee meetings on a monthly (or as needed) basis

Development of the agenda will be the responsibility of the co-chairs with input from all members. Agenda support will be provided by staff of all funding agencies.

Minute-taking and distribution will be the responsibility of Island Health.

Quorum Requirements

Quorum requirements are as follows:

- At least one of the three co-chairs
- At least one representative of BC Housing
- At least one representative of Island Health
- At least one representative of Capital Regional District
- At least one member at large needs to be present
- As the need arises, special membership representatives will be invited to participate and guide on key decisions.

Coordinated Access and Assessment for Supported/Supportive Housing

Supportive Housing included in CAA Process in the Capital Region

BCH Supportive Housing - Accessible through CAA	Island Health Housing - Accessible directly through Island Health and through CAA		Independent Housing with Supports
ACEH – Evergreen July 2020	Adanac	Medewiwin	Regional Housing First Program as below (RHFP)
Camas Garden	Blackwood	Meerstille	RHFP: Treanor (Millstream Ridge)
Clover	Burdett	Mike Gidora Place	RHFP: Spencer Close (Langford)
Desmond (portion)	Caribbean	Newbridge	RHFP: West Park Lane (Thetis)
Douglas Street Community	Cedar Grove	Our Place	RHFP: Charters (Sooke)
Johnson Street Community	Comerford	Panama House	Rent Supplements (including but not limited to HPP, HOP, AHOP)
Medewiwin (<i>portion</i>)	Cook Street	Pandora Project	BCH subsidized housing – Mary Cridge Manor
Mt. Edwards	Cottage Grove	Rockland	BCH subsidized housing – as available
Olympic Vista	Desmond House	Saanich House	CHB Rent Supplements
Queens Manor	Eagle Rock	Shelmarie	
Rock Bay Transitional	Fairway Woods	St. Vincent de Paul	
Swift House (<i>portion</i>)	Garden House	Styles	
Tally Ho	Greenridge	Swift House (<i>portion</i>)	
Waterview	Lighthouse	Tillicum	
Paul's Place	McCauley Lodge	Wascana	
Comfort Inn Coolaid Towers			
Comfort Inn Our Place Society			
Travelodge, Capital City hotel, HoJo, and Arena -short term supportive housing			



Making a difference...together

REPORT TO HOSPITALS AND HOUSING COMMITTEE MEETING OF WEDNESDAY, OCTOBER 07, 2020

SUBJECT 1224 Richardson Housing Agreement and Bylaw

ISSUE SUMMARY

The *Local Government Act* requires a bylaw to enable the Capital Regional District (CRD) to enter into a developer-initiated housing agreement to administer four below-market home ownership units at a housing development proposed for 1224 Richardson Street in Victoria.

BACKGROUND

The CRD currently administers the resale control agreements on a number of below-market home ownership units within existing and proposed housing developments throughout the region.

The CRD's Regional Housing Division has been in discussions with the City of Victoria and 1224 Richardson Property Corp (the Developer) regarding a proposed housing development that will include three price-restricted, below-market one-bedroom and one price restricted, below-market two-bedroom housing units as part of the project. The City of Victoria and the Developer have requested the CRD administer resales of the below-market units.

The units are part of a proposed 24 unit development located at 1224 Richardson Street in the City of Victoria. The terms of the Bylaw and Housing Agreement (Appendix A) require all sales of below-market units be restricted to a sale price no higher than 90% of market value, as determined by an appraisal. Initial and subsequent sales will require a qualifying income level, which can be responsive to market conditions as they relate to increases in cost of living as determined by Statistics Canada.

A resale control and administrative procedure based on best practice has been prepared within the Agreement to ensure the units may only be sold as described, and, in cases of hardship, may be rented at a below-market rate for up to two years at which time they must be re-occupied with an approved occupant or relisted for sale. The Agreement provides for cost-recovery measures to pay for the CRD's administrative services. Staff are taking the same resale control approach consistent with projects previously approved by the CRD Board whereby the CRD may take control in its own name in order to most effectively administer the provisions for any below market unit.

The City of Victoria and the Developer have requested the CRD adopt this Agreement as a covenant and housing agreement within Section 483 of the *Local Government Act*, which further requires the CRD do so by way of bylaw.

ALTERNATIVES

Alternative 1

That the Hospitals and Housing Committee recommends to the Capital Regional District Board:

- a) That Bylaw No. 4369, "Resale Control and Housing Agreement Bylaw (1224 Richardson Street), 2020" be introduced and read a first, second and third time; and
- b) That Bylaw No. 4369 be adopted.

Alternative 2

That the 1224 Richardson Housing Agreement and Bylaw report be referred back to staff with alternative direction from the Hospitals and Housing Committee.

IMPLICATIONS

Financial Implications

The CRD is assessing a one-time \$3,500 fee to the developer to cover CRD costs associated with setting up the Housing Agreement and facilitating the approval of the bylaw. Administration of the resale control function and ensuring compliance with the terms of use of the affordable units has a cost associated with it, which is factored into the program by charging the buyer a fee of 0.5% of the gross selling price of the unit at time of completion (e.g., \$1,500 on a \$300,000 sale). Staff review and monitor the administration of previously approved projects on the basis of the amount of staff time and other resources in order to ensure full cost recovery for the provided service. It should be noted that the administration fee will change with market fluctuations, where required.

Social Implications

For the households who become able to purchase and occupy these units through a discounted price, the economic implications of home ownership will be significant. The measure of resale control allows the homeowner the opportunity to build a modest level of equity while also providing them with security of tenure.

CONCLUSION

The CRD has experience unique in the region, and the potential to enter into agreements with developers to administer the sale of affordable home ownership units aligns with the goals and objectives of the Regional Housing Affordability Strategy. The Developer and CRD staff have negotiated the Agreement and the Developer has recommended a household income limit that has been identified as acceptable and will be presented to City of Victoria Council within the rezoning application. The Agreement includes the terms of use and matters related to the resale of units, and the Developer has executed the Agreement. The CRD has developed administrative procedures that ensure unit use conforms to the Agreement terms, provides reasonable authority for the CRD to act when use is non-conforming and provides the CRD adequate cost recovery for the administration of the program.

RECOMMENDATION

- That the Hospitals and Housing Committee recommends to the Capital Regional District Board:
- a) That Bylaw No. 4369, "Resale Control and Housing Agreement Bylaw (1224 Richardson Street), 2020" be introduced and read a first, second and third time; and
 - b) That Bylaw No. 4369 be adopted.

Submitted by:	John Reilly, MSW RSW, Manager Housing Planning and Programs
Concurrence:	Kevin Lorette, P. Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Kristen Morley, J.D., General Manager, Corporate Services & Corporate Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT(S)

Attachment: Appendix A – Bylaw No. 4369 "Resale Control and Housing Agreement Bylaw (1224 Richardson), 2020"

**CAPITAL REGIONAL DISTRICT
BYLAW NO. 4369**

A BYLAW TO AUTHORIZE A HOUSING AGREEMENT (BYLAW NO. 4369)

WHEREAS:

- A. The owner of land legally described as Parcel C (DD 381881) of section 26, Fairfield Farm Estate, Victoria City, Plan 13, PID: 009-343-211 wishes to develop it in the City of Victoria to provide, among a strata development of market housing, four (4) units of affordable housing;
- B. Under the *Local Government Act*, RSBC 2015, c 1, section 483, the Capital Regional District may enter into an agreement, by bylaw, to ensure the availability of the housing units to certain classes of persons identified in the agreement, the administration and management of the units, rents, leases, and sale prices that may be charged, and the rates at which these may be increased over time as specified in the agreement or as determined by a formula; and under the *Land Title Act*, RSBC 1996, c 250, section 219, it may place a covenant on property to restrict its use and alienation; and
- C. Whereas the Capital Regional District Board wishes to enter into such a housing agreement and covenant to secure the affordable housing;

NOW THEREFORE, the Capital Regional District Board in open meeting enacts as follows:

- 1 The Capital Regional District is authorized to enter into the *Local Government Act* section 483 housing agreement and *Land Title Act* section 219 covenant attached to this Bylaw as Appendix 1 (the "Housing Agreement").
- 2 The Chair of the Capital Regional District is authorized to execute the Housing Agreement and the Corporate Officer or designate is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by the *Local Government Act*.
- 3 This bylaw may be cited for all purposes as "Resale Control and Housing Agreement Bylaw (1224 Richardson Road), 2020".

READ A FIRST TIME THIS	___	day of	2020
READ A SECOND TIME THIS	___	day of	2020
READ A THIRD TIME THIS	___	day of	2020
ADOPTED THIS	___	day of	2020

CHAIR

CORPORATE OFFICER

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 23 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Cook Roberts LLP

Barristers and Solicitors

7th Floor, 1175 Douglas Street

Victoria

BC V8W 2E1

Telephone: (250) 385-1411

File No.: 114760/JVC/dh

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

009-343-211

**PARCEL C (DD 381881) OF SECTION 26, FAIRFIELD FARM ESTATE,
 VICTORIA CITY, PLAN 13**

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

1224 RICHARDSON PROPERTY CORP. (INC. NO. BC1192230)

COASTAL COMMUNITY CREDIT UNION (INC. NO. FI 114)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CAPITAL REGIONAL DISTRICT

625 FISGARD STREET

VICTORIA

V8W 1R7

BRITISH COLUMBIA

CANADA

Incorporation No

0

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

JOHN VAN CUYLENBORG
 Solicitor
 7th Floor, 1175 Douglas Street
 Victoria, B.C. V8W 2E1
 Phone: 250-385-1411 Fax 250-413-3300
 E-mail: johnvc@cookroberts.bc.ca

Execution Date

Y	M	D
20	09	22

Transferor(s) Signature(s)

1224 RICHARDSON PROPERTY
 CORP. by its Authorized Signatory
 (ies):

Tim Stemp

Gene Miller

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 23 PAGES

Officer Signature(s)



CHARLES BLANARU
Barrister & Solicitor
#200 - 1808 Bowen Road
Nanaimo, B.C. V9S 5W4
Ph. (250) 753 2202 Fax: (250) 753 3949

Execution Date

Y	M	D
20	09	25

Transferor / Borrower / Party Signature(s)

COASTAL COMMUNITY CREDIT
UNION by its Authorized Signatory(ies):



Print Name:
Alana Halaiko, FCUC, BBA
Senior Business Relationship Manager
Nanaimo Business Centre

Print Name: **DAVE BOEHM**

CAPITAL REGIONAL DISTRICT by its
Authorized Signatory(ies):

Print Name:

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E****SCHEDULE****PAGE 3 OF 23 PAGES**

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 page 8 Paragraph 2.1
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Rent Charge		Page 12 Paragraph 2.4
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Option to Purchase		Page 14 Paragraph 3.1
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Section 219 Covenant with 3 registration numbers less than this priority agreement priority over Mortgage CA7295489 and Assignment of Rents CA7295490 Page 19
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Rent Charge with 3 registration numbers less than this priority agreement priority over Mortgage CA7295489 and Assignment of Rents CA7295490 Page 19
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Option to Purchase with 3 registration numbers less than this priority agreement priority over Mortgage CA7295489 and Assignment of Rents CA7295490 Page 19

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT AND HOUSING AGREEMENT

WHEREAS:

- A. 1224 Richardson Property Corp. (the “Developer”) is the registered owner of the Lands described in Item 2 of General Instrument – Part 1 and the Developer intends to complete a multi-unit residential development on the Lands (the “Strata Development”) and shall designate four (4) affordable in perpetuity units, comprising three (3) one-bedroom and one (1) two-bedroom units, of the strata lots to be created by the strata plan for the Strata Development as the Affordable Units to which strata lots this Agreement will apply.
- B. The Developer intends to build the Affordable Units to ensure the availability of affordable housing in Victoria, British Columbia.
- C. To ensure that each Affordable Unit continues to be available as affordable housing, the Developer has agreed to grant the Capital Regional District (“CRD”):
 - (a) a covenant under Section 219 of the *Land Title Act* (the “Covenant”) and a housing agreement under Section 483 of the Local Government Act setting out, amongst other things, the procedure to be followed in connection with any sale of an Affordable Unit as well as restrictions on the sale price on use and rental of an Affordable Unit;
 - (b) an option to purchase an Affordable Unit if it is sold, rented or used in breach of the Covenant; and
- D. For clarity, the Owner acknowledges and agrees that:
 - (a) this Agreement constitutes both a covenant under Section 219 of the Land Title Act and a housing agreement entered into under Section 483 of the Local Government Act;
 - (b) the CRD is required to file a notice of housing agreement in the Land Title Office against title to the Land; and
 - (c) once such notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under Section 483 of the Local Government Act.

NOW THEREFORE in consideration of the mutual covenants set out below and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties), the parties agree as follows:

SECTION 1. INTERPRETATION

1.1 Definitions. In this Agreement:

- 1.1.1 "Affordable Unit" or "Affordable Units" shall mean the four (4) strata lots to be designated by the Developer within the Strata Development as the strata lots to which this Agreement shall apply, and shall be comprised of three (3) one-bedroom and one (1) two-bedroom units;
- 1.1.2 "Affordable Rate" means a rate determined from time-to-time by the NPO in its sole discretion with reference to BC Government guidelines, if any;
- 1.1.3 "Agreement" means Parts 1 and 2 of this General Instrument;
- 1.1.4 "Appraisal" has the meaning stated in Section 2.2;
- 1.1.5 "Appraisal Review Period" has the meaning stated in Section 2.2.4.1;
- 1.1.6 "Appraiser" means an appraiser accredited by the Appraisal Institute of Canada and duly qualified to appraise an Affordable Unit and on an approved list maintained by the NPO, if any;
- 1.1.7 "Approved Lender" means an "approved lender" (as defined in the *National Housing Act*, R.S.C. 1985, c. N-11) which holds an Insured Mortgage of an Affordable Unit;
- 1.1.8 "Below Market Value" means 90% of the Fair Market Value of the Affordable Unit from time to time;
- 1.1.9 "Business Day" means any day other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- 1.1.10 "Closing Date" means the 30th day after the Notice Date, or the first Business Day thereafter that the LTO is open for business to the public;
- 1.1.11 "CMHC" means Canada Mortgage and Housing Corporation or any successor thereto;
- 1.1.12 "Covenant" has the meaning stated in Recital C and is the covenant set out in Section 2.1;
- 1.1.13 "CRD" has the meaning stated in Recital C;
- 1.1.14 "Developer" has the meaning stated in Recital A;
- 1.1.15 "Environmental Law" means any applicable federal, provincial or municipal laws pertaining to the presence, handling, release or removal of Hazardous Substances;

- 1.1.16 "Fair Market Value" of an Affordable Unit means the purchase price from time to time which a willing purchaser would pay to a willing vendor, dealing at arm's length from each other, for an Affordable Unit, unencumbered with the exception of Permitted Encumbrances and without the benefit of a parking stall or other parking entitlement;
- 1.1.17 "General Instrument - Part 1" means the General Instrument - Part 1 to which this Terms of Instrument - Part 2 is attached;
- 1.1.18 "Hazardous Substances" collectively means contaminants, pollutants or other substances which are hazardous or dangerous to the health of humans, animals or plants or to the environment and includes substances defined as hazardous substances or special waste under any law, regulation or order of a Statutory Authority;
- 1.1.19 "Immediate Family" means grandparent, parent, sibling, spouse, common-law partner, son or daughter;
- 1.1.20 "Insured Mortgage" means a mortgage insured pursuant to the *National Housing Act*, R.S.C. 1985, c. N-11;
- 1.1.21 "LTO" means the Land Title Office for the jurisdiction in which an Affordable Unit is located;
- 1.1.22 "Notice" means any written notice which CRD may deliver to the Owner under Section 3.3, exercising the Option;
- 1.1.23 "Notice Date" means the day on which the Owner is deemed by Section 6.2 to have received the Notice;
- 1.1.24 "NPO" means the Capital Region Housing Corporation or other non-profit housing organization or Person retained by CRD from time to time to administer the sale of the Affordable Units and to manage the rental of the Affordable Units;
- 1.1.25 "NPO Appraisal" has the meaning stated in Section 2.2.4.1;
- 1.1.26 "Offer" has the meaning stated in Section 2.2;
- 1.1.27 "Option" means the option to purchase granted by the Developer and the Owner to CRD under Section 3.1;
- 1.1.28 "Option Purchase Price" means:
- (1) 95% of the Below Market Value; or
 - (2) if the Owner has granted a bona fide arm's length mortgage or mortgages of the Affordable Unit to an Approved Lender which, as at the Closing Date, secures in aggregate an amount which exceeds 95% of the Below Market Value, the amount owing under and required to discharge the mortgage or mortgages to the Approved Lender as at the Closing Date;

- 1.1.29 "Owner" means the registered owner of an Affordable Unit from time to time and includes the Developer in its capacity as developer of the Affordable Units until the first conveyance to a Qualified Buyer, and their respective heirs, legal representatives, successors and assigns;
- 1.1.30 "Permitted Encumbrances" means those charges or encumbrances stated in Schedule "A" and any other encumbrances approved as required by the City of Victoria or Developer from time to time to complete the Strata Development or as in writing by CRD but shall not include any mortgage or other financial encumbrance and shall not include this Agreement;
- 1.1.31 "Person" means any individual, society, corporation, partnership, trustee, administrator, legal representative, Statutory Authority or other legal entity;
- 1.1.32 "Personal Property" means all lighting fixtures, appliances, equipment, cabinetry, affixed carpeting, drapes and blinds located within an Affordable Unit (except to the extent otherwise agreed in writing by CRD) but does not include an Owner's personal effects;
- 1.1.33 "Proceeding" has the meaning stated in Section 2.3.1;
- 1.1.34 "Project" means the Strata Development of which the Affordable Units will be a part and comprises all of the Lands referred to in Item 2 of the General Instrument - Part 1;
- 1.1.35 "Property" means the Affordable Unit and all Personal Property within the Affordable Unit;
- 1.1.36 "Qualified Buyer" means an individual who meets the criteria stated in Schedule "B";
- 1.1.37 "Statutory Authority" means any federal, provincial or municipal governmental authority which has jurisdiction over any matter referred to in this Agreement;
- 1.1.38 "Term" means the period commencing on the date of registration of this Agreement in the LTO and ending on the earlier of (a) the date which is ninety- nine (99) years thereafter, and (b) the date of any destruction or statutorily deemed destruction of the Project;
- 1.1.39 "Transaction" means the transfer of an Affordable Unit from the Owner to CRD;
- 1.1.40 "Transfer" means an instrument in a statutorily prescribed form by which the Owner transfers title to the Affordable Unit to CRD.

- 1.2 **Time.** Time will be of the essence of this Agreement. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. If a time is specified in this Agreement for observing or performing any obligation, such time will be local time in Victoria, British Columbia.

- 1.3 **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.
- 1.4 **References.** In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 1.5 **Construction.** The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the interpretation of this Agreement. The wording of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against any party.
- 1.6 **Validity of Provisions.** If a Court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement which will be construed as if such invalid, illegal or unenforceable provision had never existed and such other provisions will be enforceable to the fullest extent permitted at law.
- 1.7 **No Waiver.** Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so, will not be interpreted as a waiver of those rights, powers or remedies except in the case of a written waiver. No waiver of a particular right will be deemed to be a waiver of that right in any other instance or a waiver of any other right.
- 1.8 **Statutes.** Any reference to a statute and to any regulations under that statute means the statute and regulations as amended or replaced from time to time.
- 1.9 **Remedies.** Any party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement. No reference to or exercise of any specific right or remedy under this Agreement or at law or in equity by any party will prejudice or preclude that party from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 1.10 **Schedules.** The following Schedules are attached to and form integral parts of this Agreement:

Schedule "A" Permitted Encumbrances
Schedule "B" Qualified Buyer Criteria

SECTION 2. SECTION 219 COVENANT

- 2.1 **Covenant.** The Owner hereby covenants with CRD that:
- (a) the Affordable Unit will not be sold, assigned or otherwise transferred otherwise than:

- (i) to a Qualified Buyer;
 - (ii) for a selling price not greater than the Below Market Value;
 - (iii) subject to the Covenant and the Option; and
 - (iv) in a way which complies with Section 2.2, or to CRD under Section 3;
- (b) the Affordable Unit will not at any time be subject to a conventional high ratio mortgage or mortgages which, in total, secure an amount which exceeds 95% of the Below Market Value; and
- (c) the Owner shall not permit (whether by renting or otherwise) any person other than the Owner and members of the owner's Immediate Family to occupy the Affordable Unit, and shall not use or permit the premises to be used solely for conducting a business or profession,

and the Owner and CRD agree that, subject to Section 2.3 the covenant set out above will be registered as a charge against the Affordable Unit and run with the Affordable Unit for the Term.

2.2 Procedure for Sale of Affordable Unit.

2.2.1 Owner Notifies NPO of Intention to Sell.

If at any time after the first conveyance of an Affordable Unit by the Developer, the Owner wishes to sell, assign or otherwise transfer the Affordable Unit, the Owner will do so in accordance with a bona fide arm's length agreement of purchase and sale (or as a court may order in a proceeding to enforce a mortgage of the Affordable Unit) and the Owner will, prior to:

- (a) listing or offering the Affordable Unit for sale; or
- (b) accepting an offer to purchase the Affordable Unit,

deliver to the NPO written notice of their intention to sell an Affordable Unit, such notice to be in the form required by the NPO.

2.2.2 Owner Retains Appraiser.

Within 7 days after the Owner notifies the NPO of their intention to sell an Affordable Unit, the Owner will select an Appraiser to be retained by the Owner to undertake an appraisal (the "Owner Appraisal") of the Fair Market Value of the Affordable Unit. The Owner will deliver a copy of the Owner Appraisal to the NPO within 7 days after the Owner receives the Owner Appraisal.

2.2.3 Owner and NPO Agree on Maximum Selling Price.

If the Owner and the NPO agree within 7 days after the Owner Appraisal is delivered to the NPO that the Fair Market Value of the Affordable Unit is as stated in the Owner Appraisal, the Fair Market Value stated in the Owner Appraisal, less 10%, will be the maximum price at which the Owner will be permitted to sell the Affordable Unit during a period of 6 months commencing on the effective date of the Owner Appraisal.

2.2.4 Owner and NPO Do Not Agree on Maximum Selling Price.

2.2.4.1 If the Owner and the NPO do not agree within 7 days (the "Appraisal Review Period") after the Owner Appraisal is delivered to the NPO that the Fair Market Value of the Affordable Unit is as stated in the Owner Appraisal, the NPO will retain its own Appraiser to undertake an appraisal (the "NPO Appraisal") of the Fair Market Value of the Affordable Unit in which case the average of the Fair Market Value stated in the Owner Appraisal and the NPO Appraisal, less 10%, will be the maximum price at which the Owner will be permitted to sell the Affordable Unit during a period of 6 months commencing on the effective date of the NPO Appraisal.

2.2.4.2 The NPO will deliver a copy of the NPO Appraisal to the Owner within 7 days after the NPO receives the NPO Appraisal.

2.2.4.3 If the NPO Appraisal is not delivered to the Owner within 30 days after the end of the Appraisal Review Period, the Fair Market Value stated in the Owner Appraisal, less 10%, will be the maximum price at which the Owner will be permitted to sell the Affordable Unit during a period of 6 months commencing on the effective date of the Owner Appraisal.

2.2.5 Owner Responsible for Appraisal Costs.

The Owner will be responsible for the cost of both the Owner Appraisal and the NPO Appraisal. If the cost of the NPO Appraisal is initially paid by the NPO, the Owner will reimburse the NPO for the cost of the NPO Appraisal within 30 days after demand by the NPO. If any amount owed by the Owner to the NPO with respect to the NPO Appraisal is not paid prior to the completion of the sale of the Affordable Unit by the Owner, a portion of the sale proceeds equal to the amount owing to the NPO will be deemed to have been irrevocably assigned by the Owner to the NPO.

2.2.6 NPO Notifies Owner of Maximum Selling Price.

Within 7 days after the Fair Market Value of the Affordable Unit has been determined under Section 2.2.3 or 2.2.4, the NPO will notify the Owner of the maximum price, determined under Section 2.2.3 or 2.2.4, at which time the Owner will be permitted to offer to sell the Affordable Unit, which price shall be deemed to be its Below Market Value.

2.2.7 Owner to Deliver True Copy of Sale Contract to NPO.

The Owner will immediately deliver a true copy of any contract of purchase and sale which the Owner may enter into with respect to the sale of the Affordable Unit or any interest therein (the "Sale Contract"). The Owner will deliver to the NPO with the Sale Contract, or upon the request of the NPO, such information with respect to the buyer named in the Sale Contract as the NPO may reasonably require to determine whether the buyer is a Qualified Buyer.

2.2.8 Terms to be Included in Sale Contract.

The Sale Contract will be in writing and will:

- (a) be for a selling price not greater than the Below Market Value of the Affordable Unit;
- (b) be subject to the NPO determining and notifying the Owner in writing (within a period of 10 Business Days after the NPO receives a true copy of the Sale Contract) that (1) the Owner has complied with the requirements of this Section 2.2, and (2) the buyer is a Qualified Buyer, failing which the Sale Contract will be null and void; and
- (c) include a statement that the buyer agrees to purchase the Affordable Unit subject to the Covenant, the Option and all other terms of this Agreement.

2.2.9 No Sale after 6 Months Without New Appraisal.

The NPO will not be obligated to review or make any determination with respect to a Sale Contract as stated in subsection 2.2.8(b) above if the date of receipt by the NPO of a true copy of the Sale Contract and any other information required by the NPO under Section 2.2.7 is after the expiry of the 6 month period during which the Owner is permitted to sell the Affordable Unit. If the 6 month period has expired, the process under Section 2.2 will begin again, with the Owner giving fresh notice to the NPO of their intention to sell the Affordable Unit.

2.2.10 CRD Will Notify Owner of Change in NPO.

CRD will notify the Owner in writing of any appointment or replacement of an NPO and of the address to which notices to the NPO will be sent.

2.2.11 Fee to NPO

The NPO will be entitled to payment of a fee equal to 0.5% of the gross selling price of an Affordable Unit, such fee to be paid on closing of the sale of such Affordable Unit by the Owner and a portion of the sale proceeds equal to the amount owing to the NPO will be deemed to have been irrevocably assigned by the Owner to the NPO.

2.3 Procedure for Foreclosure.

2.3.1 CRD Right to Market and Sell.

If the Approved Lender or CMHC commences a foreclosure proceeding (the "Proceeding") under an Insured Mortgage of the Affordable Unit the Owner covenants and agrees with CRD that:

- (a) the Owner shall notify CRD of the Proceeding;
- (b) at the time which is the midpoint of any redemption period (the "Redemption Period") ordered in the Proceeding, CRD shall have the right and may apply for an order in the Proceeding, unopposed by the Owner, to market and sell the Affordable Unit in accordance with Section 2.1(a)(i), (ii), (iii) and (iv);
- (c) on receipt of the order in the Proceeding under Section 2.3.1(b) CRD shall have the right to enter into an agreement with a licensed realtor to market and sell the Affordable Unit at the prevailing commission or fee; and
- (d) the Owner shall provide reasonable access to the Affordable Unit by CRD, the licensed realtor and any prospective purchaser of the Affordable Unit for the purpose of repairing, cleaning, appraising, marketing and selling the Affordable Unit.

2.3.2 CMHC Notice to CRD.

In the event that CRD does not sell the Affordable Unit pursuant to Section 2.3.1, CMHC or the Approved Lender may, 120 days after expiry of the Redemption Period ordered in the Proceeding, issue a 30 day notice (the "Notice Period") to CRD to redeem the Insured Mortgage. In the event that CRD does not redeem the Insured Mortgage within the Notice Period, CRD shall cause this Agreement to be discharged from title to the Affordable Unit at the LTO within 7 days of expiry of the Notice Period.

2.3.3 CMHC Sale.

In the event that the Affordable Unit is sold by the Approved Lender or CMHC after discharge of this Agreement from title to the Affordable Unit and such sale generates funds in excess of the balance owing under the Insured Mortgage and related costs, including charges, taxes, commissions and utilities regarding the Affordable Unit, such excess funds shall forthwith be paid to CRD, for its own use absolutely. This Section 2.3.3 shall bind the Owner, the Approved Lender, CMHC (where CMHC has a mortgage loan insurance policy in force for the Affordable Unit) and CRD both before and after discharge of this Agreement from title to the Affordable Unit.

2.4 Procedure for Rental and Recovery of Rent Charges.

2.4.1 Rental Prohibited.

2.4.1.1 All rentals of the Affordable Units are prohibited, except:

- (a) In the case of hardship, as decided by the NPO in its sole discretion, and on making an application to the NPO in the form provided by the

NPO, if any, an Affordable Unit may be rented at an Affordable Rate for a period no shorter than six months; or

- (b) If a qualified buyer cannot be located, as decided by the NPO in its sole discretion, and on making an application to the NPO in the form provided by the NPO, if any, an Affordable Unit may be rented at an Affordable Rate for a period no shorter than six months.

2.4.1.2 The maximum term of any rental shall be two years, at which point the Affordable Unit must be listed for sale in accordance with section 2.2. Rental may continue at an Affordable Rate at the discretion of the NPO. If hardship continues or a qualified buyer cannot be located after this listing, additional sales listings may be required at any time at intervals decided by the NPO at its discretion.

2.4.1.3 Any tenancy shall be governed by an agreement under the *Residential Tenancy Act* (BC) which shall include the following provisions:

- (a) permitting the Owner to terminate the tenancy agreement in accordance with the *Residential Tenancy Act* if the tenant uses or occupies, or allows use or occupation of, the Affordable Unit in breach of the use or occupancy restrictions contained in this Agreement;
- (b) explicitly prohibiting the assignability, sub-letting, and use of the Affordable Unit for short term vacation rentals;
- (c) explicitly specifying that only persons named in the tenancy agreement may occupy the Affordable Unit;
- (d) providing that the Owner will have the right, at its option, to terminate the tenancy agreement should the tenant remain absent from the Affordable Unit for three consecutive months or longer, notwithstanding the timely payment of rent;
- (e) prohibiting guests residing in the Affordable Unit for more than 30 days, whether or not consecutive, in any 12 month period without the prior written consent of the Owner; and
- (f) prohibiting use of the Affordable Unit for non-residential rentals, assignments, sub-lets, licenses and uses, such as vacation rentals, including such services as AirBNB or Vacation Rental By Owner, short term licenses, or short-stay use of any kind, and business-only premises.

2.4.1.4 The Owner will terminate the tenancy if the tenant uses or occupies, or allows use or occupancy in breach of the use and occupancy restrictions in this Agreement.

2.4.2 Rent Charge and Acknowledgement.

2.4.2.1 The Owner acknowledges that the CRD requires affordable housing to ensure prosperity and economic growth for the residents of the Capital Region. The Owner acknowledges the purpose of the Affordable Unit is to provide affordable housing to residents of the Capital Region, and it is not to be used for a short term vacation rental or left as a vacant home. The Owner therefore agrees that for each day an Affordable Unit is occupied in breach of this Agreement, the Owner will pay to the CRD \$150 for each day on which the breach has occurred and continues to occur, as liquidated damages and not as a penalty, due and payable at the offices of the CRD on the last day of the calendar month in which the breach occurred. The \$150 per day amount will increase on January 1 of each year by the amount calculated by multiplying the amount per day payable on the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the CPI.

2.4.2.2 The Owner hereby grants to the CRD a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the CRD of the amount payable by the Owner pursuant to section 2.4.2 of this Agreement. The Owner agrees that the CRD, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the CRD in law or in equity.

SECTION 3. OPTION TO PURCHASE

- 3.1 **Option to Purchase.** The Owner hereby grants CRD an exclusive and irrevocable option to purchase the Affordable Unit during the Term at the Option Purchase Price in accordance with Sections 3 and 4.
- 3.2 **Exercise of Option.** CRD may exercise the Option only if the Owner:
- (a) defaults in its obligations under Sections 2.1 or 2.2; or
 - (b) acquired the Affordable Unit from a previous Owner for a price which was, as of the date of closing of that transaction, greater than the Below Market Value or if the Owner was not, as of that date, a Qualified Buyer; or
 - (c) defaults in its obligations under any mortgage of the Affordable Unit.
- 3.3 **Method of Exercise of Option.** CRD may exercise the Option by delivering Notice of exercise of the Option to the Owner.
- 3.4 **Effect of Exercise of Option.** From and after the Notice Date, this Agreement and the Notice will together constitute a binding and enforceable contract between the Owner and CRD for the purchase and sale of the Affordable Unit in accordance with the terms and conditions of Section 4.

SECTION 4. PURCHASE AND SALE

- 4.1 **Purchase and Sale.** Subject to the terms and conditions of this Section 4 and relying on the warranties and representations herein set out, the Owner agrees to sell and CRD agrees to purchase the Affordable Unit on the Closing Date for the Option Purchase Price, and the Owner agrees that, at the request of CRD, it will transfer registered title to the Affordable Unit to CRD or such other Person as CRD may designate.
- 4.2 **Option Purchase Price.** CRD will pay the Option Purchase Price, subject to adjustment pursuant to Section 4.10, to the Owner on the Closing Date.
- 4.3 **Repair and Maintenance.** From and after the Notice Date to the Closing Date, the Owner will take good care of the Property, will carry out all necessary repairs, maintenance, and replacements, will take reasonable care to protect and safeguard the Property and will in all other respects deal with the Property so that the warranties and representations of the Owner set out in this Agreement remain true and correct.
- 4.4 **Insurance.** From and after the Notice Date to the Closing Date, the Owner will ensure that all policies of insurance with respect to the Property remain in full force and effect.
- 4.5 **Risk.** The Property will be at the risk of the Owner up to the time the Transfer is submitted for registration at the LTO on the Closing Date and will be at the risk of CRD after the time the Transfer is submitted for registration at the LTO on the Closing Date.
- 4.6 **Damage.** If, prior to the time the Transfer is submitted for registration at the LTO, any damage occurs to the Property or any of the assets comprising the Property, CRD, by notice to the Owner, may elect to postpone the Closing Date for a period of not more than 30 days and may also elect:
- (a) not to acquire the Affordable Unit, in which case neither party will have any further obligation to the other under this Section 4 pertaining to that particular Notice; or
 - (b) that the Owner assign to CRD the Owner's right to receive any and all insurance proceeds payable with respect to the damage, subject to any bona fide loss payee designation, in which case the Owner will execute and deliver to CRD an assignment satisfactory to CRD.
- 4.7 **Construction Warranties.** From and after the Closing Date, the Owner will assign to CRD all the Owner's rights under all warranties, guarantees or contractual obligations against any contractor or supplier who was engaged in the construction, renovation, or repair of all or any part of the Affordable Unit or any improvement to the Affordable Unit. CRD's acceptance of this assignment will not represent a waiver by CRD of the Owner's covenants, agreements, representations and warranties set out in this Agreement.
- 4.8 **Owner's Covenants.** The Owner will:
- (a) take all proper actions and proceedings on its part to enable the Owner to transfer a

good and marketable title to the Affordable Unit to CRD or such Person as CRD may designate, free and clear of all encumbrances other than Permitted Encumbrances;

- (b) deliver vacant possession of the Property to CRD or such Person as CRD may designate on the Closing Date, subject to prior receipt of the Option Purchase Price by the Owner;
- (c) not, from and after the Notice Date to the Closing Date, sell, transfer, dispose of or remove from the Affordable Unit any Personal Property; and
- (d) both before and after the Closing Date do such other things as CRD may reasonably require for transferring to and vesting in CRD or such Person as CRD may designate title to the Affordable Unit as contemplated by this Section 4.

4.9 **Documents.** CRD will prepare the documents necessary to complete the Transaction which will be in a form and substance reasonably satisfactory to CRD and its lawyers.

4.10 **Adjustments and Credits.** The Owner and CRD will adjust, as at the Closing Date, all usual adjustments for a property similar to the Property including taxes, utility rates and any moneys owing to the strata corporation formed in respect of the Project.

4.11 **Closing.** The Owner and CRD will complete the Transaction on the Closing Date at the offices of CRD or its lawyers.

4.12 **Owner's Closing Documents.** At the closing, the Owner will deliver to CRD the following duly executed documents:

- (a) the Transfer;
- (b) a vendor's statement of adjustments;
- (c) a bill of sale for the Personal Property and all other deeds, transfers, assignments, resolutions, consents, estoppels and other certificates and assurances as CRD may reasonably require;
- (d) a certificate in confirmation that the sale of the Affordable Unit to CRD is exempt from taxes under the *Excise Tax Act* (the "GST") or, alternately, a certified cheque or bank draft payable to CRD in an amount equal to the GST payable by CRD on the Option Purchase Price; and
- (e) unless waived in writing by CRD, a certified cheque or bank draft payable to CRD in the amount, if any, by which the moneys owing under and required to discharge any mortgage or mortgages of the Affordable Unit exceed the Option Purchase Price (calculated in accordance with Section 1.1.28(2)), as adjusted under Section 4.10.

4.13 **CRD's Closing Documents.** At the closing, CRD will deliver to the Owner:

- (a) a purchaser's statement of adjustments; and

(b) a cheque for the Option Purchase Price, as adjusted under Section 4.10.

- 4.14 **Tabling.** Except for the Transfer, all documents and cheques will be tabled at the closing. CRD will cause its lawyers, on the Closing Date, to conduct a pre-registration index search of the Affordable Unit at the LTO. If that search indicates that no liens, charges or encumbrances have been registered or filed in respect of the Affordable Unit except for Permitted Encumbrances and encumbrances which the lawyers for the Owner have undertaken to discharge, the lawyers for CRD or their agents shall submit the Transfer for registration and then conduct a post-filing registration index search. If that search indicates that no liens, charges or encumbrances have been registered or filed in respect of the Affordable Unit since the pre-filing registration index search, all documents and payments will be released to each of the Owner and CRD according to the entitlement of each of them.
- 4.15 **Reimbursement.** If CRD waives payment on the Closing Date of the amount referred to in Section 4.12(e), the Owner shall pay such amount to CRD, on demand, with interest thereon at the rate of eighteen percent (18%) per annum, compounded monthly, from the Closing Date to the date of payment.
- 4.16 **Survival.** All the representations, warranties, covenants and agreements of the Owner and CRD contained in this Agreement will survive the Closing Date, registration of documents, and the payment of the Option Purchase Price.

SECTION 5. RELEASE

- 5.1 **Release.** The Owner releases CRD and its officers, directors, employees and agents and their respective heirs, executors, administrators, personal representatives, successors and assigns absolutely and forever, from any claims the Owner may have against all or any of them for costs, expenses or damages the Owner may suffer, incur or be put to arising out of or in connection with this Agreement and from all claims arising out of advice or direction respecting the sale of the Affordable Unit or use of the Property given to the Owner by any of them or by the NPO.

SECTION 6. GENERAL PROVISIONS

- 6.1 **Discharge of Covenant and Option to Purchase on Strata Lots not designated as Affordable Units.** The parties agree that this Agreement is intended to only apply to the four (4) strata lots to be designated by the Developer as the Affordable Units upon the filing of the strata plan for the Strata Development and concurrently with filing of the strata plan for the Strata Development this Covenant, the Rent Charge and the Option to Purchase shall be discharged from title to all of the strata lots and the common property except for the Affordable Units designated by the Developer, and this Agreement will only charge the Affordable Units. The parties will execute all such documents as may be required to complete the foregoing discharges.
- 6.2 **Notices.** Unless otherwise specified, each notice to the Owner must be given in writing and delivered personally or by courier to the Owner at its address shown on title to the

Affordable Unit as registered in the LTO from time to time. Unless otherwise specified, each notice to CRD must be given in writing and delivered personally or by courier to CRD, Attention: Manager Real Estate Services, at the address shown on the General Instrument - Part 1 or to such other address or addresses or person or persons as CRD may designate. Notices will be deemed to have been received when delivered.

- 6.3 **Fees**. Each of the Owner and CRD will pay its own legal fees. CRD will pay all fees in connection with registration of the Transfer.
- 6.4 **Enuring Effect**. This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns as the case may be of the Owner and CRD, provided that the Owner shall not be liable for any breach of the covenant contained in Section 2.1 except as such liability relates to the period of ownership of an Affordable Unit by the Owner. If, by operation of statute or otherwise, the Option becomes or will within a period of three months become void or unenforceable as the result of the passage of time, the Owner or their heir, legal representative, successor or permitted assign, as the case may be, will, at the request of CRD, execute and deliver to CRD a replacement agreement substantially in the form of this Agreement.
- 6.5 **Registration**. This Agreement will be registered against title to the Lands initially and then shall be restricted to the titles to the Affordable Units upon filing of a strata plan of the Lands in the LTO subject only to Permitted Encumbrances.
- 6.6 **Discharge**. On expiry of the Term, the Owner may require that CRD execute and deliver to the Owner a release in registrable form of the Covenant and the Option.
- 6.7 **Amendment**. This Agreement may only be amended by written agreement of the parties.
- 6.8 **Counterparts**. This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered is an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement by signing the General Instrument - Part 1.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT Coastal Community Credit Union (the "Chargeholder") is the holder of a mortgage and assignment of rents registered against the land legally described (the "Land") in the s. 219 covenant to which this Agreement is attached (the "Covenant"), which mortgage and assignment of rents are registered in the Victoria land title office under instrument numbers CA7295489 and CA7295490 respectively (the "Charge"),

This Consent and Priority Agreement is evidence that in consideration of payment to it of \$1.00 by the transferee described in item 6 of Part 1 of the Form C to which this Agreement is attached (the "Transferee"), the Chargeholder agrees with the Transferee as follows:

1. The Chargeholder consents to the granting and registration of the Covenant, Rent Charge, and Option to Purchase, and the Chargeholder agrees that the Covenant, Rent Charge and Option to Purchase bind its interest in and to the Land.
2. The Chargeholder grants to the Transferee priority for the Covenant, Rent Charge, and Option to Purchase over the Chargeholder's right, title and interest in and to the Land and the Chargeholder postpones the Charge, and all of its right, title and interest thereunder, to the Covenant, Rent Charge and Option to Purchase as if the Covenant, Rent Charge, and Option to Purchase had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

As evidence of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed and delivered this Agreement by executing Part 1 of the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"
PERMITTED ENCUMBRANCES

Legal Notations:

Easement EC1406 over Part of Lot 1, Plan 47964

Charges, Liens and Interests:

Undersurface Rights (M76301) – Her Majesty the Queen in Right of the Province of British Columbia,
Inter Alia, A.F.B. 3.257.3685, Section 172(3), DD636 OS

SCHEDULE "B"
QUALIFIED BUYER CRITERIA

1. Sale of an Affordable Unit by the Developer:

In the case of the sale of an Affordable Unit by the Developer, a Qualified Buyer means:

- (a) a first time home buyer, being a buyer who has not owned a principal residence for at least 5 years immediately prior to the date of purchase of an Affordable Unit;
- (b) a resident of the Capital Regional District from time to time, for at least one year immediately prior to the date of purchase of an Affordable Unit;
- (c) A person who provides Proof of Income that annual gross Income is, for a one-bedroom unit, \$84,999 at time of sale, and for a two-bedroom unit, \$94,999 at time of sale, for at least one year immediately prior to the date of purchase of an Affordable Unit; and
- (d) a person who intends to immediately use and occupy the Affordable Unit as their principal residence and not rent or lease the Affordable Unit to any other person, nor leave the unit vacant, use it solely for a business or profession, or use it as a short-term vacation rental property of any kind.

it being understood and agreed that preferential consideration may be given to a person who meets all of the above criteria and all or some of the following criteria:

- (a) a person who does not own a vehicle; and
- (b) a person who satisfies such other criteria as may be applied by the NPO and CRD from time to time.

2. Sale of an Affordable Unit by an Owner other than the Developer:

In the case of the sale of an Affordable Unit by an Owner other than the Developer, a Qualified Buyer means:

- (a) a first time home buyer, being a buyer who has not owned a principal residence for at least 5 years immediately prior to the date of purchase of an Affordable Unit;
- (b) a resident of the Capital Regional District from time to time, for at least one year immediately prior to the date of purchase of an Affordable Unit;
- (c) a person who provides Proof of Income that annual gross Income is between the range set from time-to-time by the NPO in its sole discretion (which shall not be appealed) for at least one year immediately prior to the date of purchase of an Affordable Unit, it being understood and agreed that the NPO may, from time to time, grant an exemption from or vary such requirement if, in the opinion of the NPO and having regard to prevailing market conditions, such exemption or variation is

consistent with the continued use and availability of the Affordable Unit as affordable housing; and

- (d) a person who intends to immediately use and occupy the Affordable Unit as their principal residence and not rent or lease the Affordable Unit to any other person, nor leave the unit vacant, use it solely for a business or profession, or use it as a short-term vacation rental property of any kind.

For the purpose of Schedule B:

“Income” means the total income before income tax from all sources of all persons intending to live in an Affordable Unit including, without limitation:

- (a) all income from earnings, including commissions and tips;
- (b) all income from all public and private pension plans, old age security and guaranteed income supplement;
- (c) all income received under the *Employment and Assistance Act* and the *Employment and Assistance for Persons with Disabilities Act*;
- (d) disabled veteran’s allowance;
- (e) alimony;
- (f) child support;
- (g) workers’ compensation benefits;
- (h) employment insurance; and
- (i) Income from Assets,

but excluding the following:

- (a) child tax benefit;
- (b) capital gains, such as insurance settlement, inheritances, disability awards and sale of effects in the year they are received;
- (c) the earnings of a person aged 18 and under;
- (d) student loans, student loan equalization payments and student grants but excluding non-repayable training allowances, research fellowships or similar grants;
- (e) shelter aid for elderly renters (SAFER) or rental assistance program (RAP) payments received prior to purchasing an Affordable Unit;
- (f) GST rebates;

- (g) taxable benefits received through employment;
- (h) government provided daycare allowance; and
- (i) payments for foster children, or child in home of relative (CIHR) income under the *Employment and Assistance Act*.

"Income from Assets" means computing income from assets of all persons intending to live in an Affordable Unit at a percentage per annum as determined by CRD, excluding the first \$62,051.00 in assets of such persons, based on November 1, 2018 dollars, indexed over time by reference to changes from time to time in the consumer price index (all items, British Columbia) or if such consumer price index is no longer published, such substitute and comparable index as the NPO may designate.

"Proof of Income" means a tax return filed with Canada Revenue Agency or a notice of assessment from Canada Revenue Agency under the *Income Tax Act*.



Making a difference...together

Minutes of a Meeting of the Regional Housing Advisory Committee

February 13, 2020, 2:00 - 4:00 pm, CRD Board Room, 625 Fisgard St., Victoria, BC

PRESENT: Malcolm McNaughton, Kerriann Coady, David Corey, Lindsay Millburn, Bruce Anderson, Bill Brown, Sharon Hvozdanski, Matthew Baldwin, Jim Hartshorne, Kaye Melliship, Kelly Roth, Kathy Whitcher, Danella Parks

GUESTS: Mike Wilson (UVIC), Michel Turcotte (Camosun)

STAFF: Kevin Lorette, Christine Culham, John Reilly, Maia Kerr (recorder)

REGRETS: Danielle Deni, Jarret Matanowitsch,

1. Welcome and Introductions

The meeting was called to order at 2:02 pm. Kevin Lorette welcomed all RHAC members and introductions were facilitated around the table.

2. Selection of the Chair and Vice-Chair

Kevin Lorette called for nominations for the position of Chair of the Regional Housing Advisory Committee (RHAC) for 2020.

Kerriann Coady was nominated and the nomination was accepted.

Nominations were called for a second and third time and as there were none, nominations were closed. Kerriann Coady was acclaimed as Chair of the Regional Housing Advisory Commission (RHAC) for 2020.

Kevin Lorette called for nominations for the position of Vice-Chair of the Regional Housing Advisory Committee (RHAC) for 2020.

David Corey was nominated and the nomination was accepted.

Nominations were called for a second and third time and as there were none, nominations were closed. David Corey was acclaimed Vice-Chair of the Regional Housing Advisory Committee (RHAC) for 2020.

Kerriann Coady assumed the Chair and welcomed members.

Lindsay Millburn joined the meeting.

3. Approval of Agenda

MOVED by Danella Parks, **SECONDED** by Kaye Melliship.

That the agenda be approved as circulated.

CARRIED

4. Approval of November 28, 2019 Minutes

MOVED by Matthew Baldwin, **SECONDED** by Kathy Whitcher.

That the minutes from the November 28, 2019 Regional Housing Advisory Committee meeting be approved as circulated.

CARRIED

5. Business Arising

- Regional Housing Service Plan - Deferred
- Definition of Affordability - Deferred
- Development Process Review - Deferred

6. Presentations for Discussion

- Post-Secondary Housing Needs
 - Camosun College (ppt attached) - Michel Turcotte presented on the challenges students, particularly international students, experience with regard to finding housing in the CRD
 - University of Victoria (ppt attached) - Mike Wilson presented on the housing developments UVIC has recently started construction on and emphasized the importance of community engagement and consultation during the planning phase; as the UVIC student population is no longer growing, this new source of student housing will free up over 600 rental units in the community
- City of Victoria Presentation (ppt attached)
 - Lindsay Milburn presented on the new City of Victoria Housing Strategy and noted that they currently have an RFP out for a land economic analysis

Kelly Roth left the meeting.

7. New Business

- Municipal Line of Credit Policies (Kaye Melliship)
 - Saanich agreed to this BC Housing (BCH) led initiative in which BCH acts as guarantor for projects (to provide security for items requiring bonding)
 - Asking other municipalities to similarly forgo these expenses when BCH can be guarantor
 - Municipalities can partner with BCH instead of treating them like a regular developer
 - Saanich's legal counsel (Stuart McDannold Stuart) is willing to discuss if necessary
 - Kaye Melliship, BCH and CRD will meet to put notice of motion together for presentation to RHAC at a future RHAC meeting

8. Roundtable – Summary of RHAC Member Priorities

- Concerns expressed about effects of increasing strata fees and about municipal housing policy changes slowing development
- Municipalities are looking at various options to increase density and address housing issues
- CRD is focusing on coming year of Reaching Home Program, on the Regional Housing Needs Report and on coordinating the proposed RHFP fund increase

9. Preferred Meeting Time/Day for 2020 - Third or fourth Thursday from 2:00 - 4:00 pm

10. Next Meeting March 26, 2020 from 2:00-4:00 pm

11. Adjournment

MOVED by Dave Corey, **SECONDED** by Malcolm McNaughton.

That the meeting be adjourned.

CARRIED

The meeting was adjourned at 3:50 pm.



Making a difference...together



Tenant Advisory Committee

DRAFT Minutes of a Meeting of February 24, 2020
Room 488, 625 Fisgard Street, Victoria, BC

Present: Mayor L. Helps, K. Bedard, E. Ngongo, L. Reid, C. Simpson, E. Syring, N. Thompson

Regrets: K. Young

Staff: C. Culham, S. Grigg, C. English (recorder)

The meeting was called to order at 3:38 p.m.

1. Welcome and Introductions

Co-chair Reid welcomed the committee and staff, and introductions were held around the table.

2. Adoption of the minutes from December 9, 2019

It was moved by N. Thompson, seconded by E. Ngongo, that the minutes from December 9, 2019 be adopted as circulated.
CARRIED

3. Business Arising from the Minutes

- Online Banking Update: CRD Finance department is looking into options for online banking, and email transfers as an alternative if online banking is cost-prohibitive. There should be a solution by the next TAC meeting.
- Communications Strategy re Unit Upgrades: staff have changed the form that is sent to tenants when they request that unit items be refreshed. The Annual Inspection form has been updated to refer to unit upgrades.

4. New Draft Customer Service Standards Presentation

The committee heard a presentation by S. Grigg about the draft Customer Service Standards. Questions were raised around providing tenants whose first language is not English information about the standards. C. Culham advised that CRHC caretakers are aware of which of their tenants have a language barrier or disabilities, and affix a cover document which explains that it is an important document, in several different languages so that tenants can follow up with assistance to have it read to them. A secondary document has been created which explains who to call when the service standards are not met.

Other comments by the committee were:

- Consider adding directions, not just the phone number (e.g.; Call 911 and then leave the building)
- Consider posting in public spaces where possible and adding it to the website
- Consider emailing the document to tenants

5. Tenant Advisory Committee 2020 Draft Annual Plan

Co-chair Helps presented the 2020 Draft Annual Plan and described it as a starting point to have a plan to improve the lives of tenants. CRHC staff were commended for improvements noticed by tenants over the past few years.

The committee discussed additions to the plan, which will be updated to include:

- Accessibility in all its forms, including accessibility awareness and parking spaces
- Resources for snow removal
- Community-building, within communities (buildings)
- Pride of Place
- Safety issues and CRHC staff processes to handle them

6. Tenant Advisory Committee Membership - 2020

The committee has one vacant member opening due to a tenant resignation. CRHC staff will send notices to communities to recruit another member. Members of the committee are asked to encourage their neighbours to apply. The committee discussed ways to make other building residents aware of their role on TAC, and it was agreed that the TAC members names and photos be posted on the website, following a photo shoot to be arranged by staff. C. Culham offered to provide information to TAC members on how to approach neighbours and seek consultation.

7. Roundtable

No committee members had roundtable topics to discuss.

Kate Lambert was introduced as the new Senior Property Manager – Tenant & Community Services. Ms. Lambert thanked the committee for its welcome and advised that she will be considering English as a second language when updating the tenant handbooks.

8. Adjournment

The meeting was adjourned at 4:31 p.m.