



To deliver effective and efficient, local government services that benefit our citizens, our businesses, our environment and our future.

CITY OF VERNON

AGENDA

Affordable Housing Advisory Committee

Tuesday, April 21, 2026, 3:30 p.m.

CITY HALL COUNCIL CHAMBER

3400 30 Street, Vernon BC

Pages

1. CALL TO ORDER

As Chair of the City of Vernon's Affordable Housing Advisory Committee, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx people of the Okanagan Nation.

2. AGENDA

THAT the Affordable Housing Advisory Committee Meeting Agenda of April 21, 2026 be adopted.

3. ADOPTION OF MINUTES

3

THAT the Affordable Housing Advisory Committee Meeting Minutes of September 11, 2025 be adopted.

4. NEW BUSINESS

4.a Annual Orientation

The staff liaison will provide an annual orientation for committee members.

4.b Election of Chair and Vice Chair for 2026

THAT *(to be cited)* be appointed as Chair for 2026.

THAT *(to be cited)* be appointed as Vice Chair for 2026.

4.c Housing Agreement for 3201 24 Avenue

7

THAT the Affordable Housing Advisory Committee recommend that Council approve the proposed housing agreement for Turning Points Collaborative Society's supportive housing apartment building on Lot A, DL 73, ODYD, Plan EPP142709 (3201 24 Avenue).

4.d Administrative Updates for Affordable Housing Advisory Committee

20

THAT the memorandum titled Administrative Updates for Affordable Housing Advisory Committee, dated April 21, 2026, be received.

5. NEXT MEETING

6. CLOSE OF MEETING

CITY OF VERNON
MINUTES OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE

September 11, 2025, 3:00 p.m.
CITY HALL COUNCIL CHAMBER
3400 30 Street, Vernon BC

Members Present: Councillor Durning, Council Representative
Councillor Quiring, Council Representative
C. Masters, Not for Profit Housing Providers Representative
E. Jameson, Interior Health Representative
G. Westwell, Habitat for Humanity Representative
K. Gerein, Not for Profit Housing Providers Representative
L. de Groot, Community at Large Representative
N. Drobot, BC Housing Representative
R. Parenteau, Social Planning Council

Members Absent: A. Murphy, Builder Representative
J. Kuiken, Builder Representative
K. Applegate, Senior (55+) Representative
P. Higgins, Community at Large Representative

Administration Present: R. Nuriel, General Manager, City Planning
K. Stogneff, Committee Clerk
L. Korolchuk, Manager, Current Planning
W. Miles, Planner
T. Atwood, Manager, Community Planning and Sustainability
T. Barton, Director, Planning & Community Services

1. CALL TO ORDER

The meeting was called to order at 3:04 pm.

As Chair of the City of Vernon's Affordable Housing Advisory Committee, and in the spirit of this gathering, I recognize the City of Vernon is located in the traditional territory of the Syilx people of the Okanagan Nation.

2. AGENDA

Moved by: R. Parenteau, Social Planning Council

Seconded by: Councillor Quiring, Council Representative

THAT the Affordable Housing Advisory Committee Meeting Agenda of September 11, 2025 be adopted.

CARRIED

3. ADOPTION OF MINUTES

Moved by: Councillor Quiring, Council Representative

Seconded by: Councillor Durning, Council Representative

THAT the Affordable Housing Advisory Committee Meeting Minutes of July 22, 2025 be adopted.

CARRIED

4. UNFINISHED BUSINESS

5. NEW BUSINESS

5.a Official Community Plan Amendment Application for 580 Commonage

K. Gerein joined the meeting at 3:19 pm.

G. Westwell joined the meeting at 4:00 pm.

Councillor Durning and Councillor Quiring declared a conflict of interest as this is an instream application that may be the subject of a Public Hearing and left the meeting at 4:00 pm.

Moved by: K. Gerein, Not for Profit Housing Providers Representative

Seconded by: E. Jameson, Interior Health Representative

THAT, the Affordable Housing Advisory Committee recommends that Council support Official Community Plan Application OCP00103 to amend the Future Land Use designation from RAGR – Rural/Agriculture and ALR – Agricultural Land Reserve to Commonage Hillside Neighbourhood for the North ½ of the South West ¼ of Section 17, Township 9, ODYD, Except Plans M12623 and KAP63397. The North West ¼ of Section 17, Township 9, ODYD, Except Plans M12623 and KAP63398, The South West ¼ of Section 19, Township 9, ODYD, Except Plans B974 and 5164. The Fractional West ½ of Section 18, Township 9, ODYD Except Part Formerly Known as District Lot 737 ODYD, The Part of the South West ¼

of Section 19, Township 9, ODYD Shown on Plan B974 Except Plan 5164, The East ½ of Section 18, Township 9, ODYD Except: (1) Part Formerly Known as DL 737, ODYD (2) Plan KAP64786, The South ½ of Section 20, Township 9, ODYD Shown on Plan DD1222 Except Plans 5164 and KAP63395, The South East ¼ of Section 19, Township 9, ODYD Except Plans 192 and 5164, The Part of the South West ¼ of Section 20, Township 9 ODYD Lying West of Plan DD1222 Except Plans 192 and 5164 and That Portion of Section 18, Township 9 ODYD Formerly Known as District Lot 737 ODYD (580 Commonage Road) as outlined in the report titled “Official Community Plan Amendment Application for 580 Commonage Road”.

AND FURTHER, that Council’s support of OCP00103 is subject to:

1. Commitment to design and build Apollo Road Extension to 580 Commonage;
2. Commitment to build a multi-use corridor along Commonage Road and Mission Road to the DND lands;
3. Dedication of a minimum of 120 ha (296 ac) of park land to the City of Vernon to establish a new Natural Area Park to protect the sensitive southwest facing grassland ecosystem;
4. Protection of an additional 142 ha (350 ac) of environmental sensitive and natural areas as part of the new Neighbourhood;
5. Commitment to build a comprehensive trail network through the subject properties as part of the new Neighbourhood;
6. Registration of a Section 219 Restrictive Covenant that 46% or 1,832 units meet the definition of Attainable Housing and/or Affordable Housing in perpetuity;
7. Construction of two new water reservoirs to service the new Neighbourhood and provide benefit to the overall water system; and
8. Adoption of an Official Community Plan Bylaw Amendment to create the Commonage Hillside Neighbourhood designation.

9. The Affordable Housing Advisory Committee recommends that the developer reach out to non-profit affordable housing providers in the community of Vernon for consultation.

CARRIED

6. INFORMATION ITEMS

7. NEXT MEETING

The next meeting for the Advisory Planning Committee will be at the call of the Chair.

8. CLOSE OF MEETING

The meeting of the Affordable Housing Advisory Committee adjourned at 4:07 pm.

Chair

Report to the Affordable Housing Advisory Committee (AHAC)

To: AHAC **File:** 3090-20 (DVP00678)/3060-20 (DP001119)
Date: April 21, 2026
From: Michelle Austin, Senior Planner
Subject: Housing Agreement for 3201 24 Avenue

Purpose:

To present a proposed housing agreement for [Turning Points Collaborative Society's \(Turning Points\)](#) supportive housing project at 3201 24 Avenue. The Affordable Housing Advisory Committee (AHAC) is requested to review the agreement and provide a recommendation to Council.

Recommendation:

THAT the Affordable Housing Advisory Committee recommend that Council approve the proposed housing agreement for Turning Points Collaborative Society's supportive housing apartment building on Lot A, DL 73, ODYD, Plan EPP142709 (3201 24 Avenue).

Background:

1. Overview:

- a. A 48-unit non-profit supportive housing apartment building is proposed within the Commercial Mixed-Use Centre (CMUC) zone (Attachment 1).
- b. The property is located south of the downtown core along 32 Street (Highway 97) and backs onto Vernon Creek (Figures 1 and 2).
- c. The Provincial Rental Housing Corporation owns the property, and Turning Points will operate the housing.

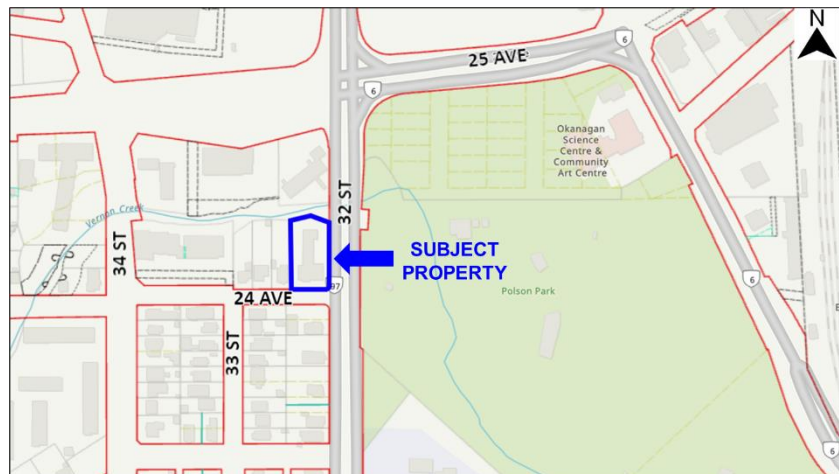


Figure 1: Location

d. The project received a Development Permit in October 2025 and has applied for a Building Permit (BP). The BP is ready for issuance pending either full payment of Development Cost Charges (DCCs) or registration of a housing agreement on title to allow eligibility for a DCC waiver.



Figure 2: Aerial

e. The owner wishes to register a housing agreement on title to secure long-term affordable housing and access a DCC waiver. The proposed housing agreement is attached as Attachment 2.

2. Development Cost Charges

a. [Section 563](#) of the *Local Government Act* allows local governments to waive development cost charges (DCCs) for non-profit rental housing through a bylaw. To encourage affordable housing, the City of Vernon waives DCCs for low income housing under Bylaws [5233](#) and [5680](#). The Regional District of North Okanagan (RDNO) also waives DCCs for non-profit rental housing related to water and parks under Bylaws [1983](#) and [2789](#).

b. The proposed supportive apartment building qualifies for a DCC exemption of up to \$173,037.80 in municipal charges (sanitary, storm, transportation, and parks) and \$132,266.80 in regional charges (water and parks).

3. Relevant Policy/Bylaw/Resolutions/Legislative Authority:

- a. LGA, Sec. 483 – Housing agreements for affordable housing and special needs housing
- b. OCP Bylaw 5470, Sec. 2.0 – Community Context, Sec. 3.0 Growth Management, and Sec. 4.0 – City Wide Policies (Housing)
- c. Housing Action Plan, Strategic Direction 2

4. Council’s Strategic Plan Alignment:

- | | |
|---|--|
| <input type="checkbox"/> Governance & Organizational Excellence | <input checked="" type="checkbox"/> Livability |
| <input type="checkbox"/> Recreation, Parks & Natural Areas | <input type="checkbox"/> Vibrancy |
| <input type="checkbox"/> Environmental Leadership | <input type="checkbox"/> Not Applicable |

Financial Implications:

The project is eligible for the following incentives:

- a. DCC waivers for up to 100% of the units (48 units); and
- b. A property tax exemption.

Exact cost implications are still to be determined.

Alternatives & Implications:

N/A

Communication:

N/A

Attachments:

Attachment 1 – Site Plan

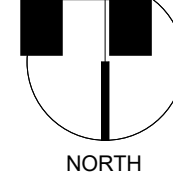
Attachment 2 – Proposed Housing Agreement

Reviewed by: Lydia Korolchuk, Manager, Current Planning

Reviewed by: Roy Nuriel, Director, City Planning

Approved by: Sue Wood, Director, Corporate Services

ATTACHMENT 1



101 - 1440 ST PAUL STREET, KELOWNA, BC, V1Y 2E5
 WWW.TENGRİ.CA
 THIS DRAWING MUST NOT BE SCALED • VERIFY ALL DIMENSIONS AND DATES PRIOR TO COMMENCEMENT OF WORK • REPORT ALL ERRORS AND OMISSIONS TO THE ARCHITECT • VARIATIONS AND MODIFICATIONS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT • THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECT • ANY REPRODUCTION MUST BEAR THEIR NAME AS ARCHITECT • REPORT ANY ALL CONFLICTING INSTRUCTIONS TO THE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION



1 SITE PLAN
 1:150



SITE CONTEXT

TENGRİ ARCHITECTURE DESIGN | DEVELOPMENT CONSULTING

NO.	DATE	BY	DESCRIPTION
10	2025-07-15		RE-ISSUED FOR DP
7	2025-06-10		RE-ISSUED FOR DP
2	2025-02-11		ISSUED FOR COORDINATION
1	2025-01-21		ISSUED FOR DP

NO.	DATE	BY	DESCRIPTION
			REVISIONS + ISSUE



PROJECT
Polson Supportive Housing
 3201-24th Ave, Vernon, BC
 SHEET TITLE
SITE PLAN

A2.01D

DESIGNED: RY DRAWN: KELTEC
 SCALE: As indicated FILE: TA24-46

Autodesk Docs://Polson Housing/Polson - Cloud.rvt

PART 2 – TERMS OF INSTRUMENT

SECTION 219 COVENANT (HOUSING AGREEMENT — SUPPORTIVE HOUSING)

THIS AGREEMENT dated for reference ♦, 2026.

BETWEEN:

PROVINCIAL RENTAL HOUSING CORPORATION

1701 – 4555 Kingsway
Burnaby, British Columbia V5H 4V8

(the “Owner”)

AND:

THE CORPORATION OF THE CITY OF VERNON

3400 - 30th Street
Vernon, British Columbia, V1T 5E6

(the “City”)

Background

- A. The Owner is the registered owner of the Lands;
- B. The Owner wishes to develop the Lands to construct a residential project to provide supportive rental housing, together with underground parking, program and office space, a commercial kitchen and amenities (collectively, the “Development”);
- C. The Council of the City has or will enact a bylaw under section 483 of the *Local Government Act* to enter into this Agreement and the section 219 covenant contemplated by this Agreement;
- D. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on land;
- E. Section 483 of the *Local Government Act* permits the City, by bylaw, to enter into an agreement in respect to the provision, tenure, management and operation of affordable or special needs housing; and
- F. The Owner and the City wish to enter into this Agreement to provide for supportive rental housing on the terms and conditions set out in this Agreement, which is both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*.

Terms of Agreement

In consideration of good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration for the promises exchanged below, the parties covenant and agree as follows:

Part 1. DEFINITIONS AND INTERPRETATION

1. In this Agreement,
 - (a) **“BC Housing”** means British Columbia Housing Management Commission, and its successors from time to time;
 - (b) **“Building”** means a building constructed on the Lands from time to time;
 - (c) **“CPI”** means the All Items Consumer Price Index for British Columbia, published from time to time by Statistics Canada, or its successor in function;
 - (d) **“Dwelling”** means a self-contained residential dwelling in the Development, and all such residential dwelling collectively, the **“Dwellings”**;
 - (e) **“General Instrument”** means the General Instrument – Part 1 under the *Land Title Act*, as amended, and all schedules and addenda, if any, to the General Instrument – Part 1 attached to this Agreement;
 - (f) **“Greater Vernon”** means the City of Vernon, the District of Coldstream and electoral areas B and C of the Regional District of North Okanagan;
 - (g) **“HILs”** means the annual Housing Income Limits for the Greater Vernon that are determined from time to time by BC Housing, provided that in the event that BC Housing ceases to determine HILs and such determination is not replaced by a similar publication, then then the income limit shall be determined by reference to the last published HILs which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year that BC Housing ceased determining HILs;
 - (h) **“Income”** means the total payments received by a Resident from work, social assistance, pensions, interest, assets and other earnings;
 - (i) **“Lands”** means those lands and premises located at 3201 24 Avenue, Vernon, legally described as PID 032-407-122 Lot A District Lot 73 Osoyoos Division Yale District Plan EPP142709;
 - (j) **“Operator”** means a non-profit organization that has entered into an Operator Agreement;
 - (k) **“Operator Agreement”** means an agreement entered into or to be entered into with BC Housing that relate to the management of the Building and the support services to be provided to a Resident;
 - (l) **“Owner”** includes any person who is a registered owner of the Lands from time to

time;

- (m) “**Person**” includes an individual, corporation, body corporate, partnership, joint venture, association, trust, or unincorporated organization or any trustee, executor, administrator, or other legal representative thereof;
- (n) “**Rent**” means the monthly amount that a Resident (as a tenant) must pay to the Owner (as a landlord) to occupy a Dwelling;
- (o) “**Resident**” means the person or persons meeting the eligibility requirements set out in Part 2 of this Agreement;
- (p) “**Supportive Housing Unit**” means a Dwelling occupied by a Resident whose Income does not exceed HILs, and all such Dwelling collectively, the “**Supportive Housing Units**”;
- (q) “**Supportive Rent**” means, as the case may be, Rent that BC Housing determines to be applicable to Residents, from time to time;
- (r) “**Tenancy Agreement**” means an agreement, lease, license or other right under which a Resident may occupy a Dwelling; and
- (s) “**Term**” means the period commencing on the date of registration of this Agreement in the appropriate Land Title Office and ending 60 years from such registration date.

2. In this Agreement,

- (a) any reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) any reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is a reference to that enactment as consolidated revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence of this Agreement;
- (h) all provisions are to be interpreted as always speaking;

- (i) any reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receiver;
 - (j) any reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the same case may be, unless otherwise expressly provided; and
 - (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
3. This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the City and signed by the parties.
 4. This Agreement, and any documents signed by the Owner contemplated by this Agreement, represents the whole agreement between the City and the Owner respecting the use and occupation of the Supportive Housing Units, and there are no warranties, representations, conditions or collateral agreements made by either party except as set out in the Agreement.
 5. If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
 6. The laws of British Columbia will apply to this Agreement and all statutes referred to in this Agreement are enactments of the Province of British Columbia. Without limiting the foregoing, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

Part 2. DESIGNATION OF SUPPORTIVE HOUSING UNITS; ELIGIBILITY OF RESIDENTS

7. All Dwellings will be used only as Supportive Housing Units during the Term for Residents at Supportive Rent.
8. The Owner will determine, or will cause the Operator to determine, if a prospective Resident is eligible to occupy a Supportive Housing Unit based on the household for the prospective Resident having an Income not exceeding HILs.
9. In determining a prospective Resident’s eligibility, the Owner or Operator, as the case may be, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective Resident and the Owner or Operator, as the case may be, will have no liability if the prospective Resident intentionally or unintentionally provides any incorrect information.
10. Notwithstanding section 8, the following persons may occupy a Supportive Housing Unit during the Term as a Resident:
 - (a) persons designated by agreement between the City and the Owner; and

- (b) employees of the Owner or the Operator and other authorized personnel required to operate and maintain the Building.
11. Subject to section 10, the Owner will not rent, or will not permit to be rented, Supportive Housing Units during the Term to any person that does not meet the eligibility criteria in section 8.

Part 3. USE AND OCCUPANCY OF RENTAL HOUSING UNITS

12. Subject to section 10, the Owner will not, or will not permit the Operator to, lease, rent, license or permit occupancy of a Supportive Housing Unit during the Term except as follows:
- (a) to a Resident;
 - (b) at Supportive Rent;
 - (c) as a permanent residence; and
 - (d) pursuant to a Tenancy Agreement.
13. The Owner will include, or will cause the Operator to include, in the Tenancy Agreement a clause that prohibits the Tenancy Agreement from being assigned or the Supportive Housing Unit from being sublet.
14. Subject to notice requirements under the *Residential Tenancy Act*, the Owner will, or will cause the Operator to, include in the Tenancy Agreement a clause entitling the Owner or Operator, as the case may be, to terminate the Tenancy Agreement during the Term if one or more of the following occurs:
- (a) the tenant is not a Resident;
 - (b) the Supportive Housing Unit is occupied by a number of occupants that exceeds the number of individuals that the City's building inspector determines may reside in the Supportive Housing Unit given the number and size of bedrooms in the Supportive Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (c) the Supportive Housing Unit is sublet; or
 - (d) the Tenancy Agreement is assigned.
15. The Owner will not itself occupy any of the Supportive Housing Units.
16. The Owner will not charge, or will ensure the Operator does not charge, rent higher than Supportive Rent for the use of a Supportive Housing Unit during the Term.
17. The Owner will ensure, or will cause the Operator to ensure, that the number of individuals who permanently reside in a Supportive Housing Unit must be equal to or less than the number of individuals the City's building inspector determines may reside in the

Supportive Housing Unit given the number and size of bedrooms in the Supportive Housing Unit and in light of any relevant standards set by the City in any bylaws of the City.

18. The Owner will, or will cause the Operator to, deliver a true copy of the Tenancy Agreement to the City upon request.

Part 4. MANAGEMENT AND OPERATION

19. The Owner will, or will cause the Operator to, furnish good and efficient management and operation of the Development and the Supportive Housing Units during the Term and will permit representatives of the City to inspect the Development and the Supportive Housing Units at any reasonable time during the Term, subject to the notice provisions in the *Residential Tenancy Act*.
20. The Owner will, or will cause the Operator to, maintain the Development and the Supportive Housing Units during the Term in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

Part 5. CITY INQUIRIES AND INSPECTIONS

21. From time to time at the request of the City during the Term, the Owner will deliver, or will cause the Operator to deliver, to the City, a report in writing confirming that all Supportive Housing Units that are rented at the time are being rented in accordance with this Agreement, together with such other information as may be reasonably requested by the City from time to time.
22. The Owner hereby irrevocably authorizes the City to make such inquiries as the City reasonably considers necessary in order to confirm the Owner is complying with this Agreement and irrevocably authorizes and directs the recipient of the request for information from the City to provide such information to the City.

Part 6. DEFAULT AND REMEDIES

23. The Owner acknowledges and agrees that damages are not an adequate remedy for breach of the covenants contained in this Agreement and that, in the event of any such breach, the City will be entitled to apply to a Court of competent jurisdiction for an order restraining and prohibiting the continuance of any such breach.
24. All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

Part 7. DEMOLITION OF A SUPPORTIVE HOUSING UNIT

25. The Owner will not demolish a Supportive Housing Unit during the Term unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Supportive Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
- (b) the Building is damaged or destroyed, to the extent of 25% or more of their value above its foundations, as determined by a professional engineer or architect who is at arm's length to the Owner, and

a demolition permit for the Supportive Housing Unit or the Building, as the case may be, has been issued by the City (unless the Supportive Housing Unit has been destroyed by an accident, act of God, or sudden and unanticipated force) and the Supportive Housing Unit or the Building is to be demolished in accordance with that permit.

26. Following demolition of a Supportive Housing Unit or the Building during the Term, the Owner will use and occupy any replacement Supportive Housing Unit in compliance with this Housing Agreement, and this Agreement will apply to the construction of any replacement Supportive Housing Unit to the same extent and in the same manner as the original Supportive Housing Unit. Any replacement Supportive Housing Unit must be approved by the City as a Supportive Housing Unit in accordance with this Agreement.

Part 8. MISCELLANEOUS

27. The Owner acknowledges and agrees that this Agreement constitutes a covenant under Section 219 of the *Land Title Act* and a housing agreement entered into under Section 483 of the *Local Government Act*.
28. The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their respective heirs, executors, administrators, personal representatives, successors and assigns (collectively, the "**City Parties**"), from and against all claims, demands, actions, loss, damage, costs and liabilities (collectively, the "**Claims**"), which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (b) the Owner's construction, maintenance, ownership, lease, operation, management or financing of the Lands, the Development or any Supportive Housing Unit;
 - (c) without limitation, any breach of this Agreement by the Owner; and
 - (d) the exercise by the City of any of its rights under this Agreement,

save and except those Claims arising out of the negligent acts or omissions, bad faith or willful misconduct of the City or the City Parties.

29. The Owner by this Agreement releases and forever discharges the City and each of the City Parties, from and against all Claims by reason of or arising out of or which would or could not occur but for:
- (a) any act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (b) the Owner's construction, maintenance, ownership, lease, operation, management or financing of the Lands, the Development or any Supportive Housing Unit;
 - (c) any breach of this Agreement by the Owner; and
 - (d) the exercise by the City of any of its rights under this Agreement,
- save and except those Claims arising out of the negligent acts or omissions, bad faith or willful misconduct of the City or the City Parties.
30. This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
31. Notwithstanding section 30, the Lands will not be subdivided pursuant to the *Land Title Act*, the *Strata Property Act*, or by means of a leasehold subdivision, and will not be organized as "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*.
32. The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
 - (b) this Agreement is not intended to protect the interests of the Owner, any Resident, or any future owner, lessee, occupier or user of the Lands, the Development or any Supportive Housing Unit; and
 - (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner, provided that for greater certainty, the City agrees to execute a release and discharge of this Agreement and any notice filed pursuant to Section 483 of

the *Local Government Act* upon expiry of the Term.

33. Any notice, request or demand provided for in this Agreement will be in writing and sufficiently given if served personally upon the party for whom such notice was intended, or, if mailed by registered mail to the addresses set out above or to such other address as a party may notify the other in accordance with this section. All notices given by mail under this section will be deemed to be received three days following its posting, if posted at Vernon, British Columbia, provided that after the time of posting there will be any slowdown, strike or labour dispute which might affect the delivery of notice by mail, then such notice will only be effective if actually delivered. Either party may, at any time, give notice in writing to the other of any change of address and thereafter all notices will be mailed to the new address so given.
34. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, representatives, successors and assigns.
35. Each of the parties will, on demand by another party execute and deliver or cause to be executed and delivered all such further documents and instruments and do all such further acts and things as the other may reasonably require to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
36. This Agreement runs with the Lands and every parcel into which it is subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.
37. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
38. The Owner will do everything necessary to ensure this Agreement is registered against the Lands in priority to all financial charges and encumbrances which may have been registered against the Lands, excepting those specifically approved in writing by the City or in favour of the City.
39. The Owner acknowledges the City must file a notice under Section 483(5) of the *Local Government Act* against the title to the Lands.
40. Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the City or give the Owner any authority to bind the City in any way.
41. By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date first written above on one or more pages of the General Instrument.



Memorandum to Affordable Housing Advisory Committee

To: Affordable Housing Advisory Committee File No: 0540-20
Date: April 21, 2026
From: Trisa Atwood, Manager, Community Planning and Sustainability
Subject: Administrative Updates for Affordable Housing Advisory Committee

Purpose: To provide the Affordable Housing Advisory Committee with updates from Administration related to housing.

Recommendation:

THAT the memorandum titled Administrative Updates for Affordable Housing Advisory Committee, dated April 21, 2026, be received.

Background:

Administration has the following housing-related updates for the Affordable Housing Advisory Committee:

1. On December 15, 2025, Official Community Plan Bylaw 6200 (OCP) was adopted by Council. The OCP provides the community vision, values, and growth strategy to accommodate 20,000 new residents and over 11,000 new homes over the next 20 years. The OCP focuses on increasing residential density within the Urban Containment Boundary, where infrastructure already exists. Chapter 4.1 – Housing includes objectives and policies related to affordable housing, rental housing, special needs housing, and workforce housing. The OCP also includes 7 actions related to housing that will guide Administration’s work plan over the next 5 years to streamline housing approvals. For more information and to read the OCP, visit www.vernon.ca/ocp.
2. On March 23, 2026, Administration presented the [Housing Target Order Progress Report to Council](#), which was then submitted to the Ministry of Housing on March 24, 2026. For the six-month progress reporting period of September 1, 2025, to February 28, 2026, the City of Vernon issued occupancy for 270 housing units, and 12 housing units were demolished, for a net total of 258 new housing units. The Provincial Housing Target Progress Report Form is provided as Attachment 1 to this Memorandum.

3. On March 23, 2026, Council passed the following resolution related to the [Official Community Plan Amendment Application for 580 Commonage Rd](#):

THAT “580 Commonage Road Official Community Plan Amendment Bylaw 6067, 2026”, to amend Official Community Plan Bylaw 6200, be read a 1st time;

AND FURTHER, that prior to Council consideration of 2nd reading, a comprehensive lifecycle cost analysis that aligns with industry best practices and a terms of reference approved by Council be submitted from a qualified asset management professional;

AND FURTHER, that final adoption of the Official Community Plan Amendment be considered subsequent to the registration of a Section 219 Restrictive Covenant for Attainable Housing and the execution of a Memorandum of Understanding for Infrastructure and Amenities Implementation Framework.”

Communication:

N/A

Attachments:

Attachment 1 – Housing Target Progress Report

Approved by: Sue Wood, Director, Corporate Services

PURPOSE

Municipalities will use this form to complete the requirements for progress reporting under the [Housing Supply Act](#) (Act). The information provided will be evaluated to determine whether targets have been met or satisfactory progress has been made toward meeting targets.

REPORT REQUIREMENTS

The report must contain information about progress and actions taken by a municipality to meet housing targets as identified in the Housing Target Order (HTO).

The progress report must be received in a meeting that is open to the public and by Council resolution within 45 days after the end of the reporting period.

Municipalities must submit this report to the minister and post it to their municipal website as soon as practicable after it is approved by Council resolution.

ASSESSMENT

The Housing Targets Branch evaluates information provided in the progress report based on Schedule B - Performance Indicators in the HTO. If targets have not been met and satisfactory progress has not been made, the Minister may initiate compliance action as set out in the Act.

REPORT SUBMISSION

Please complete the attached housing target progress report form and submit to the Minister of Housing at Housing.Targets@gov.bc.ca as soon as practicable after Council resolution.

Do not submit the form directly to the Minister's Office.



HOUSING TARGET PROGRESS REPORT FORM

Housing Targets Branch
 BC Ministry of Housing and Municipal Affairs

Section 1: MUNICIPAL INFORMATION	
Municipality	City of Vernon
Housing Target Order Date	September 1, 2025
Reporting Period	September 1, 2025 – February 28, 2026
Date Received by Council Resolution	March 23, 2026
Date Submitted to Ministry	-
Municipal Website of Published Report	https://www.vernon.ca/homes-building/community-planning/housing-needs
Report Prepared By	<input checked="" type="checkbox"/> Municipal Staff <input type="checkbox"/> Contractor/External
Municipal Contact Info	Caitlyn Wiltsie, Senior Planner communityplanning@vernon.ca
Contractor Contact Info	<input checked="" type="checkbox"/> N/A

Section 2: NUMBER OF NET NEW UNITS				
Record the number of net new housing units delivered during the reporting period, and cumulatively since the effective date of the HTO. Net new units are calculated as completions (occupancy permits issued) minus demolitions. <u>Legalizing existing unpermitted secondary suites or other housing types does not count toward completions.</u>				
Section 8 must be completed if a housing target has not been met for the reporting period.				
	Completions (Reporting Period)	Demolitions (Reporting Period)	Net New Units (Reporting Period)	Net New Units (Since HTO Effective Date)
Total	270	12	258	258

Section 3: NUMBER OF HOUSING UNITS BY CATEGORY AND TYPE (Unit Breakdown Guidelines)				
Record the number of housing units in each category below for the reporting period and cumulatively since the effective date of the HTO. Definitions are provided in the endnote.				
	Completions (Reporting Period)	Demolitions (Reporting Period)	Net New Units (Reporting Period)	Net New Units (Since Effective HTO Date)
Units by Size				
Studio	13	0	13	13
One Bedroom	130	0	130	130
Two Bedroom	61	2	59	59

Three Bedroom	47	5	42	42
Four or More Bedroom ¹	19	5	14	14
Units by Tenure				
Rental Units ² – Total	197	0	197	197
Rental – Purpose Built	167	0	167	167
Rental – Secondary Suite	28	0	28	28
Rental – Accessory Dwelling	2	0	2	2
Rental – Co-op	0	0	0	0
Owned Units	73	12	61	61
Units by Rental Affordability				
Market	187	0	187	187
Below Market ³ - Total	10	0	10	10
Below Market - Rental Units with On-Site Supports ⁴	10	0	10	10

Section 4: MUNICIPAL ACTIONS AND PARTNERSHIPS TO ENABLE MORE HOUSING SUPPLY

A) Describe applicable actions taken in the last 12 months to achieve housing targets, in line with the Performance Indicators in the HTO. Each entry should include a description of how the action aligns with achieving the housing target, the date of completion, and links to any publicly available information. For example:

- Streamlined development approvals policies, processes or systems.
- Updated land use planning documents (e.g., Official Community Plan, zoning bylaws).
- Updated Housing Needs Report.
- Innovative approaches and/or pilot projects.
- Partnerships (e.g., BC Housing, CMHC, or non-profit housing organizations except First Nations – see Section 4 B).
- Other housing supply related actions.

The City of Vernon's Housing Target Order took effect six months ago on September 1, 2025. As a result, the actions below speak to initiatives undertaken since order implementation.

Policy Updates

- A new [Official Community Plan](#) (OCP) was adopted on December 15, 2025. The OCP establishes a vision for how Vernon will accommodate 20,000 new residents and 11,000 new housing units over the next twenty years while offering people choices in how and where they want to live. Key housing-related objectives include the establishment of an urban containment boundary to promote housing where infrastructure already exists, urban and neighbourhood centres to achieve the residential and employment density required to support a thriving city, and new form and character guidelines to provide clarity through development approval processes.

Community Partnerships

- Turning Points Collaborative Society applied for a Development Permit (DP001136) at 2504 43 Ave which was approved on September 17, 2025. The Development Permit seeks to replace an existing 19-bed supportive housing facility with a new facility that would expand capacity to 36-beds, and is pending final funding approval. It is anticipated that this partnership will be reflected in future housing target reporting once issued.

New Initiatives

- A series of information bulletins have been developed to communicate housing objectives and answer common questions from community members. These include the [Official Community Plan Resident's Summary](#) and the [Official Community Plan and Zoning FAQ](#) which were published online on December 17, 2025.
- A new interactive web map, the [City of Vernon Map](#), and an engagement platform, [Lets Talk Vernon](#), were published on February 23, 2026. These tools will improve the accessibility of regulations for property owners and provide a direct avenue for feedback on city initiatives and policy updates.
- A consulting company specialized in creating accessible tools to encourage infill housing development has been engaged to create a housing identification tool. This online tool is being developed to simplify and streamline the housing development process in Vernon by allowing homeowners to assess compatibility with pre-approved building plans for infill development in a one-click process. It is anticipated that this tool will be publicly available in the late spring of 2026.

Resourcing

- Council passed a [resolution](#) to allow for the submission of a grant application for the Union of British Columbia Municipalities' Local Government Development Approvals Program on February 23, 2026. Should the application be successful, funding will go towards improving application processes such as creating a formalized policy for pre-application meetings to assist applicants in identifying necessary information or requirements prior to application submissions.

B) Please provide any information about First Nation partnerships and/or agreements including planning, servicing and infrastructure that support delivery of housing on First Nation land including delivered and/or projected housing units.

Vernon is not directly engaged in any agreements that support the delivery of housing on First Nation land. However, the city is aware and supportive of a project by the Vernon Native Housing Society and BC Housing at 3610 25 Ave in Vernon. The project, which is currently awaiting final funding approval to move from Development Permit (DP001089) to Building Permit stage, seeks to deliver 96 new affordable and attainable housing units within the community.

The city supported this housing initiative by fast-tracking the associated development applications and waiving development cost charges (DCCs) for the proposal. It is anticipated that this partnership will be reflected in future housing target reporting once issued.

Section 5: APPROVED HOUSING DEVELOPMENT APPLICATIONS

Report the number of approved applications issued by type since the effective date of the HTO. Each project should only be recorded once for the **most current** application type. Provide the estimated number of new housing units to be delivered for each application category.

NOTE: units issued occupancy permits should be recorded in Section 2.

	Rezoning	Development Permit	Building Permit	Total
Applications	1	7	63	71
New Units	96	145	104	345
Unit Breakdown				
Units by Size				
Studio	See Section 7	36	0	36
One Bedroom		41	17	58
Two Bedroom		36	45	81
Three Bedroom		19	33	52
Four or More Bedroom ¹		13	9	22
Units by Tenure				
Rental Units ² – Total ²		143	61	204
Rental – Purpose Built		142	25	167
Rental – Secondary Suite		1	35	36



HOUSING TARGET PROGRESS REPORT FORM

Housing Targets Branch
BC Ministry of Housing and Municipal Affairs

Rental – Accessory Dwelling	See Section 7	0	1	1
Rental – Co-op		0	0	0
Owned Units		2	43	45
Units by Rental Affordability				
Market	See Section 7	13	61	74
Below Market ³ - Total		130	0	130
Below Market - Rental Units with On-Site Supports ⁴		130	0	130

Section 6: WITHDRAWN OR NOT APPROVED HOUSING DEVELOPMENT APPLICATIONS

A) Indicate the number of applications and the estimated number of proposed units withdrawn by applicants, and/or not approved by staff or Council during this reporting period. Please include rezoning applications, development permits, and building permits.

	Applications Withdrawn	Applications Not Approved
Applications	3	0
Proposed Units	9	0

B) Provide a description of each application (e.g., rezoning, development permit, building permit) and brief summary of why each project was withdrawn or not approved.

Two Building Permits (BP008661 and BP008969) were withdrawn at the applicant’s request.

One Development Permit (DP001132) was also withdrawn at the applicant’s request. The applicant has since revised their proposal to decrease the unit count from five to four, allowing them to proceed to Building Permit approval without requiring a Development Permit.

Section 7: OTHER INFORMATION

Provide any other information not presented above that may be relevant to the municipality’s effort and progress toward achieving the housing target.

Section 5 Information

Detailed information, such as the number of units by size, tenure, and affordability is not typically known or provided by the applicant at the rezoning stage, so it has not been recorded. Note that unit counts are subject to change between planning approval and occupancy, due to market conditions and other circumstances outside the City of Vernon's control.

Section 6 Information

Only non-duplicate housing development applications, for which an application package has been accepted and the associated fees paid, have been included.

¹ If needed due to data gaps, it is acceptable to report "Three Bedroom" and "Four or More Bedroom" as one figure in the "Three Bedroom" row.

² **Rental Units** include purpose built rental, certain secondary rentals (secondary suites, accessory dwellings) and co-op.

³ **Below Market Units** are units rented at or below 30% of the local Housing Income Limits (HIL) per unit size.

⁴ **Below Market Rental Units with On-Site Supports** are units rented at the Income Assistance Shelter rate providing permanent housing and on-site supports for people to transition out of homelessness.