

File No.: 04-1000-20-2023-597

January 9, 2024

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of September 23, 2023 under the *Freedom of Information and Protection of Privacy Act* for:

Records regarding The Dugout at 59 Powell Street, specifically:

- 1. Most recent tenancy agreement between the City and The Dugout;**
- 2. Record of email correspondence between the following for the period of March 1, 2023 to September 22, 2023:**
 - a. Sandra Singh and representatives of The Dugout;**
 - b. Sandra Singh and elected officials, discussing The Dugout; and**
- 3. The amount of money the City has contributed or donated to The Dugout for the years 2020, 2021, 2022, and to present in 2023.**

Further to the initial phased release response provided to you on November 10, 2023, all remaining responsive records are attached.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2023-597); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604-871-6584.

Encl. (Response Package)

:pm

THIS LEASE made the ^{1st} ^{25th} day of January, 2000.

BETWEEN: CITY OF VANCOUVER PUBLIC HOUSING CORPORATION,
a municipal corporation with offices
at 453 West 12th Avenue,
in the City of Vancouver,
Province of British Columbia,
V5Y 1V4

(hereinafter called the "Landlord")

AND: FIRST UNITED CHURCH,
a pastoral charge of The United
Church of Canada, incorporated under
The United Church of Canada Act, R.S.C. 1924,
14-15 George V, c.100 and
The United Church of Canada Act, R.S.C. 1924, c.50
having its main office at 320 East Hastings Street,
Vancouver, British Columbia
V6A 1P4

(hereinafter called the "Tenant")

Premises: "The Dugout" - 59 Powell Street, Vancouver, B.C.

Term: Year to Year commencing January 1, 2000

Rent: \$740.00 per month inclusive of property taxes
and utilities except electricity and telephone

Rent Review: Yearly on January 1st

WHEREAS the Landlord is the owner of the land legally described as:

City of Vancouver
PID: 015-705-439
Lot 8
Block 2
District Lot 196
Plan 184

(the "Lands") together with the rooming house situate thereon (the "Building")

#37257v3

having the postal address of 59 Powell Street, in the City of Vancouver, in the Province of British Columbia;

AND WHEREAS the Tenant has requested that the Landlord lease a portion of the main floor and a portion of basement of the Building, the same shown in bold outline on Appendix A (which portions of the Building are herein called the "Premises");

AND WHEREAS the Landlord is wholly owned by City of Vancouver and the Council of the City of Vancouver, by resolution made at its meeting the 13th day of June, 2000, has directed the Landlord to lease the Premises unto the Tenant, to have and to hold the Premises upon the terms and conditions hereinafter set out;

NOW THIS INDENTURE WITNESSES THAT in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the conditions set out hereunder;

Article 1 Section 1.01 Term

In consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same from year to year commencing January 1, 2000.

Section 1.02 Rent

Yielding and paying therefor in advance during the first year without any deductions, defalcations or abatements, monthly rent in the sum of Seven Hundred and Forty Dollars (\$740.00).

Section 1.03 Rent Review

As of January 1, 2001 and thereafter on the 1st day of January in each and every year during the continuance of this year to year lease, the monthly rent shall be determined by the Director of Non-Profit Market Operations for the City of Vancouver who shall first consult with British Columbia Housing Management Commission and the Tenant as to the monthly rent but nevertheless the determination of the Director of Non-Profit Market Operations shall be final and not subject to appeal or review.

Section 1.04 Utilities

- (a) All charges, rates and levies on account of electricity, telephone, cablevision and other communication services shall be wholly on the account of the Tenant.
- (b) Except for electricity, telephone, cablevision and all other communication services, the utilities shall be wholly on the account of the Landlord.

Section 1.05 Use of Premises

The Tenant shall only use the Premises for charitable purposes.

Section 1.06 Interest on Arrears

Whenever and so long as the rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three per cent (3%) per annum above the Prime Rate of the Bank of Montreal carrying on business in the City of Vancouver, (or such other Canadian chartered bank carrying on business in Vancouver as the Landlord shall designate from time to time) as the same shall vary from time to time during the period of arrears, until paid irrespective of whether or not the Landlord demanded payment. The monthly rent shall be deemed not to be in arrears until January 31st of the following year. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this lease. In this section 1.06 the term "Prime Rate" shall mean the per annum rate of interest charged from time to time by the City of Vancouver or its successor on overdue taxes levied against real property.

Section 1.07 Real Estate Taxes

The Tenant has no obligation to pay or contribute to real estate taxes levied against the Lands, Building or Premises.

Section 1.08 Other Taxes

The Tenant shall pay when due all goods and services taxes, value-added taxes, taxes on the supply of real estate, sales taxes and consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of or that would not be payable but for the rights and obligations contained in this lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Tenant to the Landlord. Any loss, costs, charges and expenses which relate to such taxes,

rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Article 2 Section 2.01 No Warranties

The Tenant agrees that the Landlord has made no representations or warranties as to the state of repair of the Premises or the suitability of the Premises for any business, activity or purpose whatever.

Section 2.02 No Damage

The Tenant shall not suffer, cause nor permit any damage or injury to the Premises.

Section 2.03 Snow off Sidewalks

The Tenant covenants that it will keep adjacent Powell Street sidewalk clear of ice and snow and shall indemnify and save harmless the Landlord from all costs, loss, damages, compensation and expenses incurred by the Landlord by reason of the Tenant's failure to remove ice and snow from the adjacent Powell Street sidewalk. If the Tenant fails to remove ice and snow as hereby required, the Landlord may clear the Powell Street sidewalk and the cost of such clearance shall be paid by the Tenant as additional rent.

Section 2.04 Renovations

The Tenant shall not carry out or cause to be carried out any additions, renovations or alterations to the Premises or redecorations of the Premises without the prior written consent of the Landlord and in the giving of such consent the Landlord may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this lease. All such works shall be wholly at the expense of the Tenant but shall be the absolute property of the Landlord except to the extent that the same may reasonably be categorized as trade fixtures.

Section 2.05 Maintenance

The Tenant shall maintain the Premises in a sanitary, neat, tidy and safe condition and free from nuisance at all times and in good order and condition, to the satisfaction of the Landlord.

Section 2.06 Repairs

The Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of such premises and the Landlord shall have access to the Premises for purpose of inspection during normal business hours and the Tenant shall repair according to notice. If the Tenant shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Tenant as additional rent and the Landlord and its servants, agents, contractors and subcontractors shall not be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless the same is caused by or contributed to by negligence on the part of the Landlord, its servants or agents.

Article 3 Section 3.01 Release and Indemnification

The Tenant hereby releases the Landlord and its officers, servants and agents from and agrees to indemnify and save harmless the Landlord and its officers, servants and agents from and against all costs, losses, damages, builders' liens, compensation and expenses of any nature whatever relating to or arising from the Tenant's occupation or possession of the Premises and arising from all actions, claims, demands, suits and judgments against the Landlord or its officers, servants or agents on account of injury or death occurring in or about the Premises and damage to or loss of property occurring in or about the Premises or relating to or arising from the Tenant's occupation or possession of the Premises PROVIDED HOWEVER the Tenant's covenant to release and indemnify and save harmless the Landlord and its officers, servants and agents shall not apply to the extent that the loss, damage, injury or death is caused by negligence on the part of the Landlord, its officers, servants or agents.

Section 3.02 Tenant's Insurance

The Tenant shall, without limiting any of its obligations or liabilities under this lease, obtain and continuously carry during the term of this lease at its own expense and cost, insurance coverage with minimum limits of not less than those specified, as follows:

- (a) comprehensive general liability insurance with limits of \$2,000,000 dollars per occurrence or such higher limit of coverage as the Landlord's Director of Risk and Emergency Management may require from time to time and the policy shall:
 - (i) indemnify and protect the Tenant, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or

persons and for damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises;

- (ii) insure the Tenant, the Landlord, the City of Vancouver and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
- (iii) add the Landlord and the City of Vancouver and their officials, officers, employees and agents as additional insureds;
- (iv) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this lease;
- (v) include Tenant's legal liability coverage for the replacement cost of the Building (\$750,000.00), such coverage to include the activities and operations conducted by the Tenant and its invitees; and
- (vi) provide for a limit of deductibility not greater than Two Thousand Dollars (\$2,000.00) or such other minimum limit as the City of Vancouver's Director of Risk and Emergency Management may sanction from time to time.

Section 3.03 General Requirements of Insurance

The following shall apply to all insurance policies:

- (a) the policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City of Vancouver's Director of Risk Management and shall provide the Landlord with 30 days prior written notice of material change or cancellation. Notice shall be given to the City of Vancouver, c/o Risk and Emergency Management Division, Attention: Insurance Administrator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises;

- (b) neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this lease with respect to liability of the Tenant or otherwise;
- (c) the insurance coverage shall be primary insurance as respects the Landlord and any insurance or self-insurance maintained by or on behalf of the Landlord, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it; and
- (d) subject to the provisions of this Article 3, the Tenant shall provide at its own cost any additional insurance which the Tenant is required by law to provide or which the Tenant considers necessary.

Section 3.04 Evidence of Insurance

Prior to the commencement of the lease, the Tenant shall provide evidence of each policy of insurance required to be taken out by the Tenant in the form of a detailed Certificate of Insurance supported by certified copy of the policy. The certificate shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this Agreement, the Tenant shall covenant and agree to comply with all its insurance obligations described herein. Similar evidence of renewals, extensions or replacement of said policies must be made available to Risk and Emergency Management of the City of Vancouver at any time upon request. If at any time, the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect, the Landlord may, but is not obligated to or liable for the manner in which it does so, secure such insurance and the Tenant shall pay the cost of all incurred expenses as additional rent.

Article 4 Section 4.01 Termination upon Destruction

In the event of substantial destruction of the Premises or the Building or damage to the Premises or the Building of an extent which cannot be repaired or restored within ninety (90) calendar days of commencement of restoration or repairs, either party may terminate the term hereby granted and the Tenant's liability for rent shall end as of the date of such damage or destruction but such termination shall not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There shall be no compensation to the Tenant on account of such termination.

Section 4.02 Repair of Lesser Damage

In the event of damage to the Premises or the Building of an extent that the Premises or part or parts thereof are rendered untenable or convenient access to the Premises cannot be had, then if such damage is capable of repair within ninety (90) calendar days of the commencement of such repair the Landlord shall commence repairs within thirty (30) calendar days of the occurrence of the damage. If the Landlord does not initiate repairs within the said thirty (30) calendar days, or having commenced repairs does not prosecute same to completion with reasonable dispatch, then the Tenant may give the Landlord fourteen (14) calendar days' notice of the termination of this lease but such termination shall not operate so as to relieve the Tenant of any liability arising from such damage. There shall be no compensation to the Tenant on account of such termination.

Section 4.03 Abatement of Rent

In the event of damage to the Premises or the Building of an extent that the Premises or part or parts thereof are rendered untenable or convenient access to the Premises cannot be had which, in either case, is not caused by the default or negligence of the Tenant, its servants, agents or independent contractors, the rent shall abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined in the bona fide opinion of the Landlord and such abatement shall continue only so long as the Landlord bona fide determines its continuance to be reasonable.

Article 5 Section 5.01 Assignment

The Tenant covenants that it shall not assign its leasehold interest in the Premises or any part thereof save and except upon the written consent of the Landlord, which consent the Landlord may arbitrarily withhold but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the lease, then the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee.

Section 5.02 Subleasing

The Tenant covenants that it shall not sublease, license, set over or otherwise part with possession of the Premises or any part thereof or let any third party into possession of the Premises or any part thereof save and except upon prior written consent of the Landlord, which consent the Landlord may arbitrarily withhold.

Section 5.03 Assignment of Sublease Rent

Notwithstanding section 5.02 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sublease, license or occupation agreement with any third party, which assignment shall supersede any provisions regarding the Tenant in bankruptcy and any claims of the creditors of the Tenant whether by execution, attachment, garnishing order or otherwise PROVIDED HOWEVER the Landlord agrees to refrain from enforcing the said assignment so long as the Tenant shall not be in default in the payment of rent or the performance or observance of its covenants hereunder. Upon the Tenant falling into default in the payment of its rent or the performance or observance of its other covenants hereunder, the Landlord may forthwith direct the sublessee, licensee or such other third party to pay to the Landlord the sublease rent, license fees or other monies as would otherwise be owing to the Tenant from time to time and the payment of such monies to the Landlord shall pro tanto discharge the sublessee's, licensee's or other third party's obligations to the Tenant and the Landlord shall apply such monies to the rent and the performance and observance of the Tenant's covenants hereunder notwithstanding any claims on the part of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. If the sublessee, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sublease, license or other third party agreement shall cease and determine and the Landlord may forthwith re-enter the subleased, licensed or occupied portion of the Premises and arrange for new occupants thereof whose occupation shall be subject to the provisions of this paragraph.

Section 5.04 Mortgage of Lease

Under no circumstances whatever may this lease be mortgaged.

Article 6

Section 6.01 Bankruptcy

If the term hereby granted is at any time seized or taken in execution by any creditor of the Tenant, or if the Tenant makes a general assignment for the benefit of creditors, or if the Tenant institutes proceedings to have the Tenant adjudicated as bankrupt or insolvent, or if the Tenant becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Tenant bankrupt or insolvent, or if the Tenant is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Tenant's property shall be appointed or applied for by the Tenant or by one or more of the Tenant's creditors, then the Landlord shall be so notified and the then current rent plus an additional three (3) months' current rent shall immediately

become due and owing and at the option of the Landlord the term hereby granted is subject to termination forthwith. If the Tenant becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Landlord or if a committee is appointed under the Patients Property Act, R.S.B.C. 1979, Chapter 313, as amended or substituted from time to time to lawfully deal with the Tenant's estate then at the option of the Landlord the term hereby granted shall forthwith terminate. If the Tenant surrenders up its certificate of incorporation or otherwise ceases to exist the term hereby granted terminates as of such surrender or dissolution. If the Tenant is a natural person, at any time after the Tenant's death the Landlord may terminate the term hereby granted upon sixty (60) days' notice to any executor or administrator of his estate.

Article 7 Section 7.01 Laws and By-laws

The Tenant covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the Premises or the Tenant's activities within the Premises. If any lawful provision is directed at owners and not occupants, the Tenant at its own expense shall perform or observe such obligation in the place and stead of the Landlord.

Section 7.02 Termination

At any time after January 1, 2001 either party may terminate this lease upon one hundred eighty (180) days notice to the other party and following expiry of one hundred eighty (180) days following the giving of such notice the term hereby granted shall cease and the Landlord may reenter the Premises, the same to have again as of its former state and the Tenant shall surrender and deliver up possession of the Premises as of such date.

Section 7.03 Landlord may Show Premises

At any time during the last twelve (12) months of the term, or if the Tenant is holding over, the Landlord may exhibit "for sale" and "for let" signs on the Premises and may show the Premises to prospective purchasers or tenants or their agents during normal business hours.

Section 7.04 No Registration of Lease

This lease shall not be registered in the Land Title Office.

Article 8 Section 8.01 Breach of Covenants

If the Tenant defaults in the payment of rent or other sums owing to the Landlord hereunder and such default continues for ten (10) days after notice thereof to the Tenant or if the Tenant defaults in performing or observing any of the provisions in this lease other than those requiring payment of money to the Landlord and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Landlord shall have the right to terminate the term hereby granted and may lawfully enter into and upon the Premises or any part thereof in the name of the whole, re-enter and the same to have again, repossess and enjoy as of its former estate and there shall immediately become due and owing to the Landlord, in addition to any other sums payable to the Landlord hereunder, three (3) months' then current rent which the Tenant agrees is a legitimate pre-estimation of the loss which would otherwise be incurred by the Landlord but for such additional three (3) months' rent. This provision for notice and termination shall not be construed so as to delay or supersede any specific remedy to which the Landlord may have recourse in this lease.

Section 8.02 Delivery of Notices

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed at any Government Post Office in British Columbia, by prepaid registered or certified mail addressed as follows:

CITY OF VANCOUVER
c/o The Manager of Real Estate and Housing, and
c/o The Director of Non-Market Operations
both of 453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

and

First United Church
320 East Hastings Street
Vancouver, B.C.
V6A 1 P4

or to such other addresses as the parties may from time to time advise the other in writing, and any such notice shall be deemed to have been received forty-eight (48) hours

after the mailing thereof, or if delivered, when delivered, provided that if mailed should there be between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

Section 8.03 Administration of Lease

Where this agreement requires or permits on the part of the Landlord any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Landlord when performed by the Landlord's Manager of Real Estate and Housing or his nominee.

Section 8.04 Obligations Survive Termination

The obligations herein on the part of the Landlord and the Tenant which, as of termination of the term hereby granted whether by effluxion of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such obligation remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

Article 9 Section 9.01 Vacant Possession

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to sections 2.01 through 2.06 hereof and the Landlord may re-enter and take possession of the Premises.

Section 9.02 Trade Fixtures

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Tenant may remove its trade fixtures provided it shall repair any damage thereby caused. If the Tenant neglects or refuses to remove its trade fixtures as of termination of the term, the Landlord may remove and store same at the Tenant's expense and repair any damage so caused at the Tenant's expense and the Landlord shall have a lien against the trade fixtures for the full amount of such expenses; or upon notice to the Tenant, the Landlord may elect that the trade fixtures forthwith shall be the absolute

property of the Landlord but until such election the Tenant's trade fixtures shall be wholly at the risk of the Tenant.

Article 10 Section 10.01 Time is of the Essence

Time shall be of the essence of this lease, save as herein otherwise specified.

Section 10.02 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

Section 10.03 Landlord's Remedies are Cumulative

The remedies provided to the Landlord herein are cumulative and are in addition to any remedies of the Landlord at law or in equity including injunctive relief. No remedy shall be exclusive and the Landlord may have recourse to any or all remedies simultaneously or at various times.

Section 10.04 Interpretation

Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; also these presents shall extend to, be binding upon and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the successors and permitted assigns of the Tenant.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

The Common Seal of the)
CITY OF VANCOUVER)
PUBLIC HOUSING CORPORATION)
was hereunto affixed)

in the presence of:)

JS Francis J. Cumell)
Authorized Signatory)

C/S

The Common Seal of FIRST)
UNITED CHURCH)
was hereunto affixed)

in the presence of:)

Brian D. Burke)
Authorized Signatory)

C/S

_____)
Authorized Signatory)

Approved by resolution of Vancouver City Council on June 13, 2000.

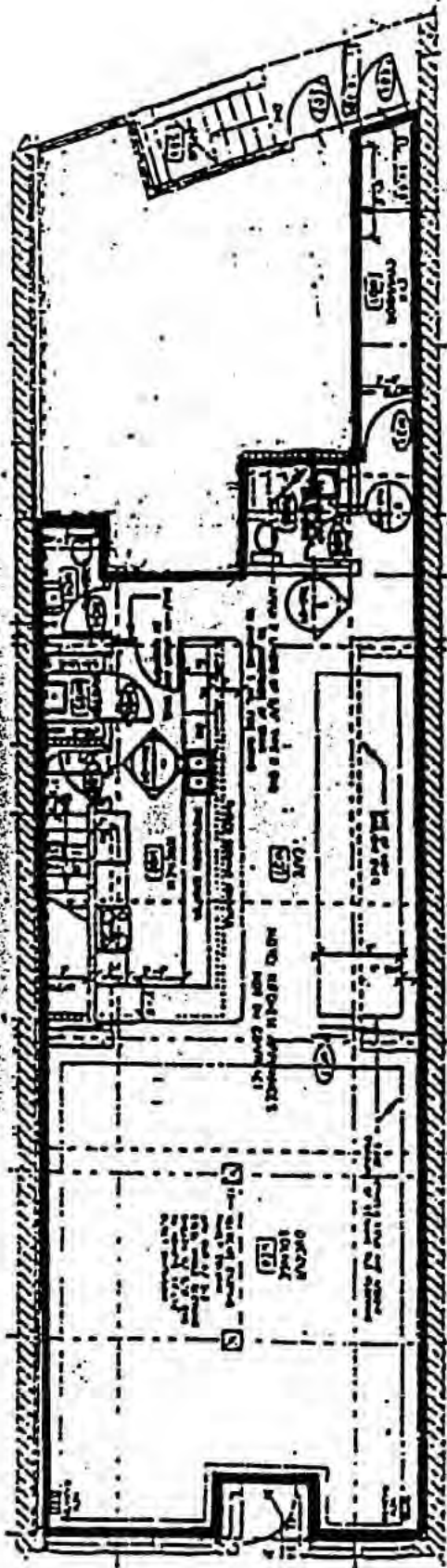
This is the signatory page of a lease between the City of Vancouver Public Housing Corporation, as Landlord, and First United Church, as Tenant respecting 59 Powell Street, Vancouver, B.C.

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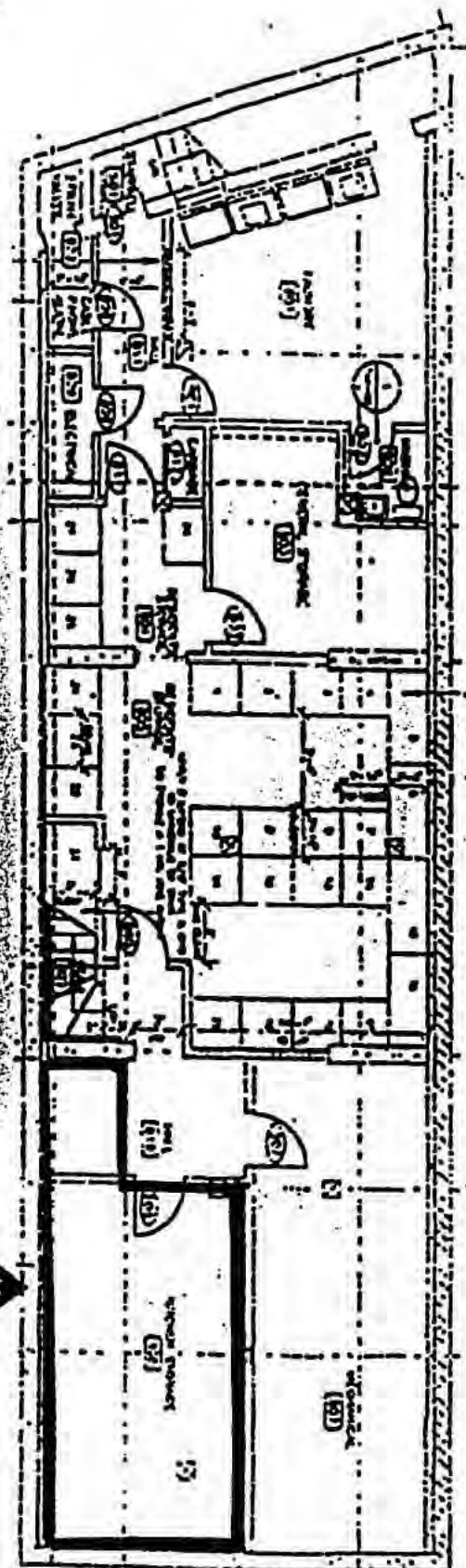
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ALEXANDER STREET



MAIN FLOOR



BASEMENT

← Subject

Subject →

POWELL STREET

File No.: 04-1000-20-2023-597 – Phased Release

November 10, 2023

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the “Act”)**

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3. **The amount of money the City has contributed or donated to The Dugout for the years 2020, 2021, 2022, and to present in 2023.**

All responsive records are attached*. Some information in the records has been severed (blacked out) under s.13(1), s.15(1)(l), and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

*Please note, records subject to the ongoing third party review will be provided in a secondary release once the third party review has concluded.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

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Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Alternatively, you can call the FOI Case Manager at 604-871-6584.

Encl. (Response package)

:pm

2020		
Program	Stream	Amount
59 Powell Street	Nominal Lease Value	\$ 9,180
The Dugout Drop-In Centre	Direct Social Service	\$ 40,600
	Total:	\$ 49,780
2021		
Program	Stream	Amount
59 Powell Street	Nominal Lease Value	\$ 9,400
The Dugout Drop-In Centre	Direct Social Service	\$ 40,600
	Total:	\$ 50,000
2022		
Program	Stream	Amount
59 Powell Street	Nominal Lease Value	\$ 9,400
The Dugout Drop-In Centre	Core Support	\$ 40,600
Strategic Planning Support	Organizational Capacity Bui	\$ 4,500
	Total:	\$ 54,500
2023		
Program	Stream	Amount
59 Powell Street	Nominal Lease Value	\$ 9,400
The Dugout Drop-In Centre	Grant for Service	\$ 20,000
The Dugout Drop-In Centre	Core Support	\$ 45,600
	Total:	\$ 75,000
	Grant Total:	\$ 229,280

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Lori Gabrielson" <lori.gabrielson@thedugout.org>](mailto:lori.gabrielson@thedugout.org)
[s.22\(1\)](#)
["Ryan Lee" s.22\(1\)](#)
["William Sevilla" s.22\(1\)](#)
[co-chair s.22\(1\)](#)
CC: ["Chan Russell, Ada" <Ada.ChanRussell@vancouver.ca>](mailto:Ada.ChanRussell@vancouver.ca)
["Mauboules, Celine" <celine.mauboules@vancouver.ca>](mailto:celine.mauboules@vancouver.ca)
Date: 7/26/2023 2:46:00 PM
Subject: Follow-up: Further considerations re: 239 Main - Potential additional operating support

Dear Ryan and colleagues,

Thank you again for taking the time to meet with us last Thursday, and for your consideration of the Main Street space. We understand the Board's primary concerns about relocating to 239 Main St include the location and financial capacity of the organization, as well as a desire to complete your strategic planning before moving.

In recognition of the important drop in space The Dugout provides, we want to ensure we are able to support you as best we can so that The Dugout is able to continue providing services to DTES residents. We understand that the Board would like to complete the strategic planning sessions from Vantage Point before planning a re-location to another (potential larger) facility. However, as discussed in the meeting, our concern continues to be that affordable spaces are rare and when opportunities come up in the DTES, ideal sequencing may not happen in this order. Furthermore, the additional constraints related to your desired location away from Main and Hastings, and the tight timeline related to our plans for the current building further limit opportunities for relocation.

We are concerned about the future of The Dugout and disruption of service should a new location not be found when the time comes. We met internally to consider how we might further support you.

Would the Board re-consider the space at 239 Main Street if the City was able to provide additional grant support for staffing and other operational costs to manage the any increases in demand for services? If this is something you would consider, it would be good to understand the incremental budget needed for the new space asap. Please let us know if this is something you would consider and we can meet asap to discuss next steps so we don't lose out on the opportunity of 239 Main St.

We also recognize the importance of the strategic planning work you are currently undertaking that will bring more organizational and financial capacity to the society and would like to support the implementation of this planning as well. We would be happy to discuss how we might further support this work, including a grant to increase the workdays for the Executive Director so you have greater capacity to apply for grants, supervise your services, etc..

I wanted to reach out one more time with the hope that you might reconsider this space with some additional supports. We want to ensure we support you to mitigate any potential future risk of service disruptions and loss so that The Dugout can continue supporting DTES clients, the organization, and team you have built.

Sincerely,

Sandra

Sandra Singh | General Manager
Arts, Culture & Community Services

604.871.6858 | sandra.singh@vancouver.ca

Pronouns: she/her

Assistant: Sarah Pickstone

Phone: (604) 873-7408

E-mail: sarah.pickstone@vancouver.ca

The City of Vancouver acknowledges the unceded homelands of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish), and Sel̓wílitlh (Tsleil-Waututh) Nations.

-----Original Appointment-----

From: Chan Russell, Ada <Ada.ChanRussell@vancouver.ca>

Sent: Friday, July 14, 2023 9:44 AM

To: Chan Russell, Ada; 'Lori Gabrielson'; s.22(1); Ryan Lee; 'William Sevilla'; 'co-chair'; Roddick, John; Singh, Sandra; Mauboules, Celine

Subject: Check-in Dugout and CoV

When: Thursday, July 20, 2023 6:30 PM-7:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: s.15(1)(l)

Passcode: s.15(1)(l)

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 604-665-6000 s.15(1)(l) Canada, Vancouver

Phone Conference ID: s.15(1)(l)

[Find a local number](#) | [Reset PIN](#)



Personal Information collected via MS365 Teams Mtgs will be used by the City of Vancouver for managing mtg attendance and collaboration under the authority of s.26(c) of FIPPA. Questions may be emailed to the Director, ATIP, privacy@vancouver.ca

[Learn More](#) | [Meeting options](#)

From: "[Singh, Sandra](mailto:Sandra.Singh@vancouver.ca)" <Sandra.Singh@vancouver.ca>
To: "[Meiszner, Peter](mailto:Peter.Meiszner@vancouver.ca)" <Peter.Meiszner@vancouver.ca>
CC: "[Henselmann, Branislav](mailto:Branislav.Henselmann@vancouver.ca)" <Branislav.Henselmann@vancouver.ca>
"[Mochrie, Paul](mailto:Paul.Mochrie@vancouver.ca)" <Paul.Mochrie@vancouver.ca>
"[Klassen, Mike](mailto:Mike.Klassen@vancouver.ca)" <Mike.Klassen@vancouver.ca>
"[Ford, Trevor](mailto:Trevor.Ford@vancouver.ca)" <Trevor.Ford@vancouver.ca>
"[Montague, Brian](mailto:Brian.Montague@vancouver.ca)" <Brian.Montague@vancouver.ca>
"[Intergovernmental Relations](mailto:IGR@vancouver.ca)" <IGR@vancouver.ca>
Date: 9/14/2023 1:18:00 PM
Subject: RE: Another small business at the East End of Gastown struggling to survive.

Thanks for understanding Cllr.

Sandra

From: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Sent: Thursday, September 14, 2023 7:55 AM
To: Singh, Sandra <Sandra.Singh@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>; Intergovernmental Relations <IGR@vancouver.ca>
Subject: RE: Another small business at the East End of Gastown struggling to survive.

Thanks Sandra for following up – next week is more than fine.

Councillor Peter Meiszner (*he/him*)
City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
e. peter.meiszner@vancouver.ca
Twitter: [@PeterMeiszner](https://twitter.com/PeterMeiszner)
Links: [Linktree](#): [Facebook](#), [LinkedIn](#), [Instagram](#)

Assistant

Davin Fung (*he/him*) | Assistant to Councillors
Mayor and Council Support | City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
Tel: 604-871-6713 | davin.fung@vancouver.ca

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh Peoples.

From: Singh, Sandra <Sandra.Singh@vancouver.ca>
Sent: Wednesday, September 13, 2023 6:50 PM
To: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>; Intergovernmental Relations <IGR@vancouver.ca>
Subject: RE: Another small business at the East End of Gastown struggling to survive.

Hello Cllr,

I will provide a more detailed update by Monday on this. There's quite a bit of information that I need to pull together to provide context for the update and I'm not sure I'll be able to pull it all together by Friday's Q&A release.

Thanks

Sandra

From: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Sent: Tuesday, September 12, 2023 12:19 PM
To: Singh, Sandra <Sandra.Singh@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>; Intergovernmental Relations <IGR@vancouver.ca>
Subject: RE: Another small business at the East End of Gastown struggling to survive.

Hi Sandra,

I wanted to follow up on one more piece of the Dugout discussion.

I understand from s.22(1) and s.22(1) that BC Housing has offered a site for the Dugout to relocate to at the Jubilee Rooms.

Could you please provide more information on this?

Thanks,
Peter

Councillor Peter Meiszner (*he/him*)
City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
e. peter.meiszner@vancouver.ca
Twitter: [@PeterMeiszner](https://twitter.com/PeterMeiszner)
Links: [Linktree](#): [Facebook](#), [LinkedIn](#), [Instagram](#)

Assistant

Davin Fung (*he/him*) | Assistant to Councillors
Mayor and Council Support | City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
Tel: 604-871-6713 | davin.fung@vancouver.ca

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh Peoples.

From: Singh, Sandra <Sandra.Singh@vancouver.ca>
Sent: Sunday, September 10, 2023 3:41 PM
To: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>; Intergovernmental Relations <IGR@vancouver.ca>
Subject: RE: Another small business at the East End of Gastown struggling to survive.

Hello Cllr,

Hiring in the social services sector is very difficult at this time. My understanding is that they are interviewing people and have not yet found anyone. I'm afraid it is not feasible to provide a date as recruitment really is the rate limiter here and it's hard to know when they will find the right person. This is difficult work so the fit is important. But my understanding is they are actively working on this.

I should have noted that it is enormously difficult for any business, organization, City staff, and even VPD to move people along who refuse to move if there are no structures and/or they are not blocking access to a building. I would continue to assert that many of the people who are outdoors and around this area are not actually clients of the Dugout and so would caution about expecting them to manage situations that are a reflection of the broader homelessness and mental health crisis. The other risk, of course, is that without a drop-in space like The Dugout, people who are currently relying on the Dugout for indoor space will have no indoor place to be and so may also be out on the sidewalks (not good for them or neighbours) and will be without an accessible washroom in the area as well.

s.22(1) , s.22(1) neighbours, and The Dugout should all call VPD when they see behaviour that is threatening or illegal as that is conduct that the VPD is equipped to deal with. We would make this same recommendation for similar circumstances across the city.

I realised I'm not following protocol and should be responding to these through the weekly Q&A so have included IGR so they can consolidate the responses provided in this email exchange for the roll-up.

Thank you,

Sandra

From: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Sent: Friday, September 8, 2023 8:56 AM
To: Singh, Sandra <Sandra.Singh@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>
Subject: RE: [EXT] Another small business at the East End of Gastown struggling to survive.

Thanks Sandra. Any more specifics on the timeline as to recruiting and possible start? Seems very open ended.

Councillor Peter Meiszner *(he/him)*
City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
e. peter.meiszner@vancouver.ca
Twitter: [@PeterMeiszner](https://twitter.com/PeterMeiszner)
Links: [Linktree: Facebook, LinkedIn, Instagram](#)

Assistant

Davin Fung *(he/him)* | Assistant to Councillors
Mayor and Council Support | City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
Tel: 604-871-6713 | davin.fung@vancouver.ca

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh Peoples.

From: Singh, Sandra <Sandra.Singh@vancouver.ca>
Sent: Friday, September 8, 2023 8:52 AM

To: Meiszner, Peter <Peter.Meiszner@vancouver.ca>

Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>

Subject: RE: [EXT] Another small business at the East End of Gastown struggling to survive.

Hello Cllr,

I have confirmed that the grant funds were distributed in mid-August. My understanding is that the Dugout is now in the process of recruiting a person to do this work and that it will start once someone is hired.

Sandra

From: Meiszner, Peter <Peter.Meiszner@vancouver.ca>

Sent: Friday, September 8, 2023 8:47 AM

To: Singh, Sandra <Sandra.Singh@vancouver.ca>

Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Klassen, Mike <Mike.Klassen@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>; Montague, Brian <Brian.Montague@vancouver.ca>

Subject: RE: [EXT] Another small business at the East End of Gastown struggling to survive.

Good morning Sandra,

Thanks for the response. Unfortunately the issues continue at the Dugout and I believe we can be doing more to manage the public realm.

This is similar to the situation with the Yaletown OPS. It is quite concerning to me that city-owned buildings, run by non-profits, are often the sites causing the most disruption in neighbourhoods. In my opinion, there is a lack of accountability built into these agreements that needs to be addressed.

I strongly believe that these important services can be delivered, while respecting the neighbourhood and minimizing negative impacts such as littering, open drug use and congregating that is disruptive for residents and businesses.

I understand that you do not yet have information to share on the relocation plans.

I'd appreciate info on when the council-approved pilot program will begin ASAP.

Thanks,
Peter

Councillor Peter Meiszner (*he/him*)

City of Vancouver

453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8

e. peter.meiszner@vancouver.ca

Twitter: [@PeterMeiszner](https://twitter.com/PeterMeiszner)

Links: [Linktree: Facebook, LinkedIn, Instagram](#)

Assistant

Davin Fung (*he/him*) | Assistant to Councillors

Mayor and Council Support | City of Vancouver

453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8

Tel: 604-871-6713 | davin.fung@vancouver.ca

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh Peoples.

From: Singh, Sandra <Sandra.Singh@vancouver.ca>
Sent: Thursday, September 7, 2023 12:49 PM
To: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>
Subject: RE: [EXT] Another small business at the East End of Gastown struggling to survive.

Hello Cllr Meiszner,

Please accept my apologies for not responding sooner. I am still catching up on emails from being away and was out of the office.

We are actively working with The Dugout on their plans for the future but do not have any specific information or dates to share about a relocation as these are ongoing discussions. I understand that s.13(1).

s.13(1)

s.13(1)

While we are adding resources to The Dugout to support some of the challenges outside, the broader intensification of the homelessness and mental health crisis so evident in the public realm in inner city neighbourhoods cannot be attributed to any one non-profit and so it is unlikely that the resources we invest will entirely address the challenges of the outdoor realm. I'll follow-up with staff to find out when that newly funded work will be able to start.

Thanks,

Sandra

From: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Sent: Tuesday, September 5, 2023 10:41 AM
To: Singh, Sandra <Sandra.Singh@vancouver.ca>
Cc: Henselmann, Branislav <Branislav.Henselmann@vancouver.ca>
Subject: FW: [EXT] Another small business at the East End of Gastown struggling to survive.

Hi Sandra –

Hope you had a great long weekend.

Could you please remind when the Dugout is scheduled to move so I can respond to s.22(1)?

Also when the pilot to manage the street disorder outside will launch? I recall another email with this information but cannot seem to locate it.

Thanks,
Peter

Councillor Peter Meiszner (*he/him*)
City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
e. peter.meiszner@vancouver.ca
Twitter: [@PeterMeiszner](https://twitter.com/PeterMeiszner)
Links: [Linktree](#): [Facebook](#), [LinkedIn](#), [Instagram](#)

Assistant

Davin Fung (*he/him*) | Assistant to Councillors
Mayor and Council Support | City of Vancouver
453 W. 12th Ave, Vancouver, B.C., Canada V5L 4Y8
Tel: 604-871-6713 | davin.fung@vancouver.ca

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh Peoples.

From: s.22(1)
Sent: Saturday, August 26, 2023 12:36 PM
To: Meiszner, Peter <Peter.Meiszner@vancouver.ca>
Cc: s.22(1) <[s.22\(1\)@livingbalance.ca](mailto:s.22(1)@livingbalance.ca)>
Subject: [EXT] Another small business at the East End of Gastown struggling to survive.

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Dear Peter

Please find below a heartfelt email we received yesterday from a retail merchant located across the street from the Dugout.

Our questions are:

Why is the City not willing to insist that the Dugout locate to the bigger, better, available location that it has secured around the corner on Main street?

Why is the Dugout not willing to relocate to this new location on Main street with the City's support?

Yours truly,

s.22(1)

Living Balance Investments

From: mprivesalon@gmail.com
Date: August 24, 2023 at 4:46:50 PM PDT
To: s.22(1) <[s.22\(1\)@livingbalance.ca](mailto:s.22(1)@livingbalance.ca)>
Subject: Gastown Dugout problem

\u-257 ?

To whom it may concern,

Gastown is Vancouver's proud and global tourist attraction. We have top-of-the-line hair salons and we have a lot of high-end customers. More than one street person is lying at the entrance almost every day, fainting or taking drugs, which is a huge disruption to our business. There is a place called "Dugout" just across the street. Because this facility is feeding street people, it attracts street people in the area every day and we are having problems because of it. Dugout should move to another location to protect the beautiful Gastown. There are lines every morning in

front of Dugout and street people intimidate innocent people who want to enjoy beautiful Gastown. The facilities like Dugout should be relocated somewhere else, not in Gastown! If Dugout is moved, it will not attract street people to the area and tourists can enjoy Gastown more peacefully and will also help small business owners in the area.

We opened the salon last spring. Since then, it's getting worse and worse and more and more problems, so we are on the verge of closing the business if these terrible events do not stop. Many customers are reluctant to come to the salon because of homeless people. It's very unfortunate that Vancouver City is abandoning such a proud attraction, and it's a huge financial and psychological toll for small business owners here. Please do something Vancouver. Please!!!



s.22(1)

s.22(1)

Prive Salon Inc.

604 566
6565

| mprivesalon.com | [\[mprivesalon.com\]](http://mprivesalon.com) | info@mprivesalon.com

50 Powell St. Vancouver, BC V6A
1E7 [\[maps.google.com\]](https://maps.google.com)



Virus-free. www.avg.com [\[avg.com\]](http://www.avg.com)

[\[avg.com\]](http://www.avg.com)

From: "Singh, Sandra" <Sandra.Singh@vancouver.ca>
To: "Klassen, Mike" <Mike.Klassen@vancouver.ca>
"Mochrie, Paul" <Paul.Mochrie@vancouver.ca>
CC: "Meiszner, Peter" <Peter.Meiszner@vancouver.ca>
"Ford, Trevor" <Trevor.Ford@vancouver.ca>
Date: 7/18/2023 1:03:00 PM
Subject: Re: [EXT] The Dugout July 15 and 17

Hello Cllr,

Yes. This is a file we remain actively engaged on. As with other public realm situations, it is complex and The Dugout alone is not the only driver of deteriorating conditions in that area of the neighbourhood although their very limited resources have impacted their capacity to respond.

Private owners across many neighbourhoods are maintaining the spaces outside of their buildings and this is particularly challenging in many of the inner-city neighbourhoods where persistent poverty, homelessness, and the mental health crisis are most evident in the public realm.

s.13(1)

I'll provide an update through the weekly Q&A once I have some additional information (some staff and I are meeting with The Dugout Board Thursday evening). And I'll be reaching out to s.22(1) and s.22(1) next week.

Thanks,

Sandra

From: Klassen, Mike <Mike.Klassen@vancouver.ca>
Sent: Monday, July 17, 2023 6:38:39 PM
To: Mochrie, Paul <Paul.Mochrie@vancouver.ca>; Singh, Sandra <Sandra.Singh@vancouver.ca>
Cc: Meiszner, Peter <Peter.Meiszner@vancouver.ca>; Ford, Trevor <Trevor.Ford@vancouver.ca>
Subject: FW: [EXT] The Dugout July 15 and 17

Hi Paul and Sandra.

The Dugout continues to be a source of concern for neighbours, as well as a huge personal cost for s.22(1). Wanted to make sure that this remains on your radar.

Thank you.

Mike Klassen he/him
Councillor – City of Vancouver
453 W. 12th Avenue, Vancouver, BC V5Y 1V4
e: Mike.Klassen@vancouver.ca
t: 604-873-7240
<https://about.me/mikeklassen>

Assistant

Sarah Basi

e: Sarah.Basi@vancouver.ca

t: 604-871-6712

I am humbly thankful that I live and work on the territories of the xʷməθkʷəy̓əm ([Musqueam](#)), Skwx̱w̱ú7mesh ([Squamish](#)) and səliwətaʔ / səliwətułh ([Sleil-Waututh](#)) Nations.

From: s.22(1) @livingbalance.ca>

Sent: Monday, July 17, 2023 9:14 AM

To: s @livingbalance.ca

Cc: s.22(1) @livingbalance.ca

Subject: [EXT] The Dugout July 15 and 17

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Dear City Councillors

The attached photos were taken outside the Dugout today and Saturday.....The streetscape is virtually the same every day.

We have forwarded the pictures to Sandra Singh in the desperate hope that something can be done?

We are spending over \$9000 per month (pressure washing and cleanup) to ensure that this end of Gastown doesn't become another East Hastings.

Anything you are able to do to support a long term solution will be greatly appreciated.

Best regards,

s.22(1)

Living Balance Investments Ltd.

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Dominato, Lisa" <Lisa.Dominato@vancouver.ca>](mailto:Lisa.Dominato@vancouver.ca)
["Mochrie, Paul" <Paul.Mochrie@vancouver.ca>](mailto:Paul.Mochrie@vancouver.ca)
["LaClaire, Lon" <lon.laclaire@vancouver.ca>](mailto:lon.laclaire@vancouver.ca)
CC: ["Intergovernmental Relations" <IGR@vancouver.ca>](mailto:IGR@vancouver.ca)
Date: 6/18/2023 6:06:00 PM
Subject: RE: [EXT] The Dugout streetscape

Hello – I am just catching up on emails

I can confirm receipt of this question and will add to the weekly Q&As.

From: Dominato, Lisa <Lisa.Dominato@vancouver.ca>
Sent: Tuesday, June 13, 2023 3:31 PM
To: Mochrie, Paul <Paul.Mochrie@vancouver.ca>; LaClaire, Lon <lon.laclaire@vancouver.ca>
Cc: Singh, Sandra <Sandra.Singh@vancouver.ca>; Intergovernmental Relations <IGR@vancouver.ca>
Subject: RE: [EXT] The Dugout streetscape

Thanks much

Lisa Dominato, MA | she/her
Councillor | City of Vancouver
lisa.dominato@vancouver.ca
M: 604-754-7290
[Linktree](#) | [Stay Connected](#)
Competent Boards Climate Certified

"The two skills of the warrior are compassion and insight. Compassion is easy - it arises spontaneously from an open heart. Insight or discernment requires more skill. We have to choose our battles."
Margaret J. Wheatley

From: Mochrie, Paul <Paul.Mochrie@vancouver.ca>
Sent: Tuesday, June 13, 2023 3:29 PM
To: Dominato, Lisa <Lisa.Dominato@vancouver.ca>; LaClaire, Lon <lon.laclaire@vancouver.ca>
Cc: Singh, Sandra <Sandra.Singh@vancouver.ca>; Intergovernmental Relations <IGR@vancouver.ca>
Subject: Re: [EXT] The Dugout streetscape

Thanks Lisa.

I am copying Sandra on your question as well. She and her team have spent a lot of time working on this issue with the Dugout. We can follow up with an update to Council on the current state and what we see looking forward.

Best,
LII

From: Dominato, Lisa <Lisa.Dominato@vancouver.ca>
Sent: Tuesday, June 13, 2023 3:22:12 PM
To: LaClaire, Lon <lon.laclaire@vancouver.ca>; Mochrie, Paul <Paul.Mochrie@vancouver.ca>
Subject: FW: [EXT] The Dugout streetscape

Hi Paul and Lon – sharing this photo I received from Living Balance. I had a meeting about two months ago regarding their

concerns about street cleanliness and disorder around the Dugout. I've also met with the Dugout about their programming and efforts to be good neighbours. I can't recall if the Dugout is in city owned building...

I'm curious if there's anything we can do with respect to the street/sidewalk cleanliness. If it's our property, then could we engage with the Dugout on ways to address these issues or to create an outdoor gathering space nearby.

Lisa

Lisa Dominato, MA | she/her
Councillor | City of Vancouver
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"The two skills of the warrior are compassion and insight. Compassion is easy - it arises spontaneously from an open heart. Insight or discernment requires more skill. We have to choose our battles."
Margaret J. Wheatley

From: s.22(1) <[REDACTED]@livingbalance.ca>
Sent: Saturday, June 10, 2023 6:59 PM
To: Dominato, Lisa <Lisa.Dominato@vancouver.ca>
Cc: s.22(1) <[REDACTED]@livingbalance.ca>
Subject: [EXT] The Dugout streetscape

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Good Afternoon Lisa

Thank you for recently meeting with us to hear our concerns around the East end of Gastown retail district.

Please find attached a photo taken this week in front of the Dugout... the situation continues to get worse.

Best regards,

s.22(1)

Living Balance Investments Ltd.

From: ["Singh, Sandra" <Sandra.Singh@vancouver.ca>](mailto:Sandra.Singh@vancouver.ca)
To: ["Levitt, Karen" <karen.levitt@vancouver.ca>](mailto:karen.levitt@vancouver.ca)
Date: 8/4/2023 7:35:00 PM
Subject: RE: Important: Update to Weekly Q&As: Confidential item

Ty!

From: Levitt, Karen <karen.levitt@vancouver.ca>
Sent: Friday, August 4, 2023 7:34 PM
To: Direct to Mayor and Council - DL [s.15\(1\)\(l\)](#)
Cc: City Manager's Correspondence Group - DL [s.15\(1\)\(l\)](#); Singh, Sandra <Sandra.Singh@vancouver.ca>
Subject: Important: Update to Weekly Q&As: Confidential item

Good evening Mayor and Council,

In your weekly Q&As document this week, [s.13\(1\)](#)

[REDACTED]

This is a file we remain actively engaged on. As with other public realm situations, it is complex and The Dugout alone is not the only driver of deteriorating conditions in that area of the neighbourhood although their very limited resources have impacted their capacity to respond. Private owners across many neighbourhoods are maintaining the spaces outside of their buildings and this is particularly challenging in many of the inner-city neighbourhoods where persistent poverty, homelessness, and the mental health crisis are most evident in the public realm.

[s.13\(1\)](#)

[REDACTED]

On June 27, Council approved a grant to fund a six-month pilot whereby The Dugout will provide outreach and referral services to individuals who are gathering outside of the drop in space. The service will provide outdoor management by encouraging people to access services inside The Dugout or minimizing the impacts of gathering outdoors to maintain positive neighborhood relations. The service may be continued temporarily based on an initial assessment and pending available funding.

Thank you for your consideration.

Karen