



REGULAR MEETING OF MUNICIPAL COUNCIL
AGENDA

Tuesday, February 4, 2020, 5:30 p.m.

Franz Wilhelmsen Theatre at Maury Young Arts Centre
4335 Blackcomb Way, Whistler, BC V8E 0X5

1. CALL TO ORDER
2. ADOPTION OF AGENDA

That Council adopt the Regular Council Meeting Agenda of February 4, 2020.

3. ADOPTION OF MINUTES

That Council adopt the Regular Council Meeting Minutes of January 21, 2020.

4. PUBLIC QUESTION AND ANSWER PERIOD
5. MAYOR'S REPORT
6. ADMINISTRATIVE REPORTS

6.1 Development of RMOW Accessibility Policy Report No. 20-012 File No. 7082.01

A presentation by municipal staff.

That Council endorse the proposed approach, work plan, project team and timeline for creating a comprehensive Accessibility Policy for the Resort Municipality of Whistler that considers concepts and standards reflected in Universal Design, the BC Building Code, the Rick Hansen Foundation Accessibility Certification Program and the *Accessible Canada Act*.

6.2 CM121 – 7409 Treetop Lane – Covenant Modification Report No. 20-013 File No. CM121

No presentation.

That Council approve the modification of Covenant BP030199 and Covenant BP030209, both for 7409 Treetop Lane, to permit modifications to the building envelope and tree preservation area, as per the Site Plan, and Elevation labelled A-01 and A-06, both dated January 17, 2020, prepared by Progressive Concept Design, and attached as Appendix "B" to this, Council Report No. 20-013; and

That Council authorize the Mayor and Municipal Clerk to execute the covenant modifications; and further

That the following matter be completed to the satisfaction of the General Manager of Resort Experience prior to registration of the covenant modification:

1. Provision of a survey plan outlining the new tree preservation and building envelope areas.

6.3 Active Transportation Infrastructure Grant Report No. 20-016 File No. 8015

No presentation.

That Council support by written resolution, the Active Transportation Infrastructure Grant application for the following Valley Trail projects within our existing 2020 Project Budgets:

- X13602 VT Rainbow Park to Scotia Creek
- X13802 VT Millar Creek to Function Junction
- X13803 VT Alta Lake Rd Prism to Hwy 99

6.4 Housing Agreement Bylaw – 9391 Emerald Drive Report No. 20-014 File No. DVP1166

A presentation by municipal staff.

That Council consider giving first, second and third readings to Housing Agreement Bylaw No. 2236, 2020; and

That Council authorize the Mayor and the Corporate Officer to execute the required documents in conjunction with Housing Agreement Bylaw No. 2236, 2020.

6.5 RZ1152 – 2028 Rob Boyd Way - Whistler Mountain Ski Club Report No. 20-015 File No. RZ1152

A presentation by municipal staff.

That Council consider giving first and second readings to “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”; and

That Council authorize staff to schedule a public hearing for “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”; and

That Council direct staff to advise the applicant that before consideration of adoption of “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”, the following matters must be resolved to the satisfaction of the General Manager of Resort Experience:

1. Registration of a development covenant in favour of the Resort Municipality of Whistler (“RMOW”) to secure development of the proposed new building and site improvements consistent with development permit plans to be finalized prior to adoption;
2. Registration of a housing agreement in favour of the RMOW to regulate rental rates and to define qualified employees;
3. Registration of a green building covenant consistent with the RMOW’s Green Building Policy G-23;
4. Submission of a waste and recycling plan consistent with “Solid Waste Bylaw No. 2139, 2017”;
5. Receipt of confirmation that a snow shed report consistent with the RMOW’s Snow Shed Policy G-16 has been prepared by a certified engineer for the benefit of the project design team; and
6. Modification of existing covenants BP224518, BP224554, BP224556, BP224561 currently registered on title to reflect the revised development scheme; and further

That Council authorize the Mayor and Municipal Clerk to execute the necessary legal documents associated with this application.

7. MINUTES OF COMMITTEES AND COMMISSIONS

7.1 Whistler Bear Advisory Committee

Regular Meeting Minutes of the Whistler Bear Advisory Committee of December 11, 2019.

8. BYLAW FOR FIRST AND SECOND READINGS

8.1 Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020

That "Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020" be given first and second readings.

9. BYLAW FOR FIRST, SECOND AND THIRD READINGS

9.1 Housing Agreement Bylaw (9391 Emerald Drive) No. 2236, 2020

That "Housing Agreement Bylaw (9391 Emerald Drive) No. 2236, 2020" be given first, second and third readings.

10. BYLAW FOR ADOPTION

10.1 Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020

That "Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020" be adopted.

11. OTHER BUSINESS

12. CORRESPONDENCE

12.1 Water on Sidewalk File No. 3009

Correspondence from Paul Hemmings regarding water on sidewalk.

12.2 Northern Woods and Water Highway - Request for Support File No. 3009

Correspondence from Dale Harrison, President, Northern Woods & Water Highway Association, regarding a Request for Support for the Northern Woods and Water Highway.

12.3 Emerald Trail Access File No. 3009

Two pieces of correspondence, regarding Emerald Estates trail access, from the following individuals:

- Johnny Mikes; and
- Karin Kausky and Dale Stephens.

12.4 Climate Leadership File No. 3009

Correspondence from Angela Mellor, regarding climate leadership.

12.5 Declaration Request - Solidarity with Wet'suwet'en People File No. 3009.1

Correspondence from John Wood requesting that Whistler declares solidarity with the Wet'suwet'en People.

12.6 Light Up Requests

- a. Light Up Request - Amyloidosis Awareness File No. 3009.1

Correspondence from Kathi Luis, Special Projects Director, Amyloidosis Foundation, requesting that the Fitzsimmons Bridge be lit red on March 7, 2020 in support of Amyloidosis Awareness.

- b. Light Up Request - World Parkinson's Day File No. 3009.1

Correspondence from Kat Perez, requesting that the Fitzsimmons Bridge be lit teal and magenta on April 11, 2020 in support of World Parkinson's Day.

- c. Light Up Request - World Hypertension Day File No. 3009.1

Correspondence from Crystal Ceres, Communications Manager, Hypertension Canada, requesting that the Fitzsimmons Bridge be lit red in support of World Hypertension Day on May 17, 2020.

- d. Light Up Request - HHT Awareness File No. 3009.1

Correspondence from Carol Derksen, Vice Chair, HHT Canada, requesting that the Fitzsimmons Bridge be lit red and blue on June 23, 2020 in support of Hereditary Hemorrhagic Telangiectasia (HHT) awareness day.

13. TERMINATION

That the Regular Council Meeting of February 4, 2020 be terminated.



**REGULAR MEETING OF MUNICIPAL COUNCIL
MINUTES**

Tuesday, January 21, 2020, 5:30 p.m.
Franz Wilhelmsen Theatre at Maury Young Arts Centre
4335 Blackcomb Way, Whistler, BC V8E 0X5

PRESENT: Mayor J. Crompton
Councillor A. De Jong
Councillor R. Forsyth
Councillor J. Grills
Councillor C. Jewett

ABSENT: Councillor J. Ford
Councillor D. Jackson

STAFF PRESENT: General Manager of Corporate and Community Services, T. Battiston
General Manager of Resort Experience, J. Jansen
General Manager of Infrastructure Services, J. Hallisey
Director of Planning, M. Kirkegaard
Director of Finance, C. Price
Manager of Communications, M. Comeau
Municipal Clerk, A. Banman
Utilities Group Manager, G. Woodward
Senior Planner - Policy, C. Beaubien
Council Coordinator, N. Cooper

1. CALL TO ORDER

Mayor J. Crompton recognized that the Meeting is being held on the traditional territories of the Lil'wat Nation and the Squamish Nation.

2. ADOPTION OF AGENDA

Moved By Councillor A. De Jong

Seconded By Councillor J. Grills

That Council adopt the Regular Council Meeting Agenda of January 21, 2020 as amended to include a proclamation for Pride Week under Other Business.

CARRIED

3. ADOPTION OF MINUTES

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That Council adopt the Regular Council Meeting Minutes of January 7, 2020.

CARRIED

4. PUBLIC QUESTION AND ANSWER PERIOD

There were no questions from the public.

5. MAYOR'S REPORT

Community Life Survey

Mayor J. Crompton noted that the Community Life Survey began last week with the annual phone survey. He noted that the random phone survey will continue until 3,000 full-time residents and 200 second homeowners have completed it. A web version of the survey will be available to all residents on February 3, 2020. Mayor J. Crompton noted that the results of this annual survey help Council and RMOW staff better understand community priorities to inform plans, municipal services and other community initiatives. He added that the survey results are part of tracking how well Council and the RMOW are doing with the Corporate Plan, and provides input into the Community Monitoring Program.

Whistler Podcast

Mayor J. Crompton noted that the sixth episode of The Whistler Podcast is live. He advised that this episode is a discussion between the Sea to Sky mayors: Squamish Mayor Karen Elliott, Pemberton Mayor Mike Richmond and himself. He noted that they discuss regional transportation, the Sea to Sky evacuation plan and affordable housing. The episode can be found online at whistler.ca/whistlerpodcast.

Ten-year Anniversary of the Olympic and Paralympic Winter Games

Mayor J. Crompton announced that February is the ten-year anniversary of the 2010 Olympic and Paralympic Winter Games. The Games celebrations will run from February 12 to 28, and March 12 to 21. He noted that throughout the two-month period, there will be programming at the Whistler Public Library and throughout Whistler Village to bring the community together and to provide a reunion for everyone who participated in the Games.

Whistler Alert

Mayor J. Crompton noted that Whistler Alert is Whistler's community emergency notification system that the RMOW will use to notify residents and visitors when there is an emergency related to health, safety or property. He added that this is different to the federal emergency alerts because Whistler Alert covers a broader range of emergencies: such as boil water advisories, evacuation orders and alerts. To sign up, go to whistler.ca/whistleralert.

Whistler Community Foundation – Vital Café

Mayor Jack Crompton noted that the Whistler Community Foundation hosted their Vital Café on the Climate Crisis on January 15, 2020. He thanked all those who attended, and the organizers and presenters, including Councillor A. De Jong.

Whistler RCMP Night Shift

Mayor J. Crompton noted that he spent Friday night from 10 p.m. to 3 a.m. with the Whistler RCMP. He said that it was a privilege to walk alongside them during such a busy time and see the way they serve the community. He noted that Whistler is a unique place to police and that he was struck by their clear focus on protecting people from the

weather, the crowds and even themselves. He added that Whistler has an extremely professional, effective and caring police force. He thanked the Whistler RCMP for their very good work.

Youth Olympics

Mayor J. Crompton congratulated Whistler's Caitlin Nash and Natalie Corless for their silver medal in the Youth Olympics in the Doubles Luge competition in St. Moritz.

Retirement

Mayor J. Crompton announced the retirement at the end of February of General Manager of Resort Experience, Jan Jansen. Mayor J. Crompton thanked him for his passion, wisdom and leadership, and as well as his service to the organisation and community. Councillors C. Jewett, R. Forsyth J. Grills and A. De Jong shared their thanks for his contributions.

Councillor C. Jewett

Councillor C. Jewett attended the final day of the Emily Carr: Fresh Seeing show at the Audain Museum, and noted that there is a new exhibition beginning on February 8 called The Extended Moment: Fifty Years of Collecting Photographs.

Councillor C. Jewett encouraged community members to check out the Winter Feast at the Squamish Lil'wat Cultural Centre, which is on twice a week.

Councillor C. Jewett also noted that the Winter Arts Scene has ongoing events and exhibitions, with more information on the Arts Whistler website.

Councillor C. Jewett noted that the Winterstoke Backcountry Festival is happening from January 24 to 27.

Councillor A. De Jong

Councillor A. De Jong reminded the community about snow safety and thanked Claire Ogilvie at the Pique for her recent article.

Councillor A. De Jong attended the quarterly AWARE board meeting, and noted that they will be running another "Close Your Door Campaign". He also noted that they have been seeing unattended outdoor heaters, and added that there is still a lot of work to be done.

Mayor J. Crompton

Mayor J. Crompton thanked roads, and parks and trails crews for all the work they have done in clearing all the snow we have had recently.

6. INFORMATION REPORTS

6.1 Drinking Water Treatment Update Report No. 20-004 File No. 200.2

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Information Report No. 20-004 regarding Drinking Water Treatment Update be received.

CARRIED

7. ADMINISTRATIVE REPORTS

7.1 Amendments to the Measuring Up Select Committee of Council Terms of Reference Report No. 20-005 File No. 8320.01

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Council approve the amendments to the Terms of Reference for the Measuring Up Select Committee of Council, attached as Appendix “A” to Report 20-005.

CARRIED

7.2 Grant Application for 2020 Age-friendly Communities Program Report No. 20-006 File No. 7083

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That Council endorse the submission of a grant application to the Union of B.C. Municipalities’ 2020 Age-friendly Communities Program; and

That if the grant is successfully obtained, Council support staff to oversee the management of the grant and the undertaking of activities required by the Age-friendly Communities Program to develop an age-friendly assessment and action plan.

CARRIED

7.3 RZ1162 – 4800-4814 Glacier Lane – RM13 Zone Amendments for Glacier 8 - Employee Housing Public Hearing Summary and Third Reading Report Report No. 20-007 File No. RZ1162

Councillor A. De Jong declared a conflict on this item. (Perceived bias as the Whistler Blackcomb is his employer.)

Councillor A. De Jong left the Meeting at 6:18 p.m.

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Council consider giving third reading to “Zoning Amendment Bylaw (Glacier 8 – RM13 Zone) No. 2250, 2019”.

CARRIED

7.4 Amending Survey Plan of the Heliport Lease Report No. 20-008 File No. Crown File 2405094

Councillor A. De Jong returned to the Meeting at 6:31 p.m.

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That Council approve the proposed amended survey plan of the Heliport Lease area; and

That Council authorize the General Manager of Infrastructure Services to write a letter to the Surveyor General indicating that Council has supported the plan.

CARRIED

7.5 Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020 Report No. 20-009 File No. 4350

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Council consider giving first, second and third readings to the “Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020”

CARRIED

7.6 Grant Application For UBCM Community Emergency Preparedness Funding – Flood Mitigation Planning Report No. 20-010 File No. 509

Moved By Councillor R. Forsyth

Seconded By Councillor J. Grills

That Council endorse the Flood Mitigation Planning Grant Application, and if successful direct staff to provide overall grant management as per the Union of British Columbia Municipalities’ grant requirements.

CARRIED

7.7 RMOW Appointments to Whistler Valley Housing Society Report No. 20-011 File No. 7724

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

THAT Council of the Resort Municipality of Whistler (RMOW) appoint Jonathan Decaigny, Jackie Dickinson, Gord Low and Marla Zucht as the four RMOW appointees to the Whistler Valley Housing Society (WVHS).

CARRIED

8. MINUTES OF COMMITTEES AND COMMISSIONS

8.1 Forest and Wildland Advisory Committee

That Council receive the Regular Meeting Minutes of the Forest and Wildland Advisory Committee of November 13 and December 11, 2019.

Moved By Councillor A. De Jong

Seconded By Councillor J. Grills

CARRIED

9. BYLAW FOR FIRST, SECOND AND THIRD READINGS

9.1 Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020

Moved By Councillor A. De Jong

Seconded By Councillor J. Grills

That "Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020" be given first, second and third readings.

CARRIED

10. BYLAW FOR THIRD READING

10.1 Zoning Amendment Bylaw (Glacier 8 – RM13 Zone) No. 2250, 2019

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That "Zoning Amendment Bylaw (Glacier 8 – RM13 Zone) No. 2250, 2019" be given third reading.

CARRIED

11. BYLAWS FOR ADOPTION

11.1 Housing Agreement Bylaw (1315 Cloudburst Drive) No. 2262, 2020

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That "Housing Agreement Bylaw (1315 Cloudburst Drive) No. 2262, 2020" be adopted.

CARRIED

11.2 Housing Agreement Bylaw (1345 Cloudburst Drive) No. 2263, 2020

Moved By Councillor J. Grills

Seconded By Councillor A. De Jong

That "Housing Agreement Bylaw (1345 Cloudburst Drive) No. 2263, 2020" be adopted.

CARRIED

12. OTHER BUSINESS

12.1 1315 Cloudburst Drive Disposition of Property

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That subject to a completed Notice of Disposition process, Council authorize staff to proceed with the disposition of 1315 Cloudburst Drive to Whistler Sport Legacies Society.

CARRIED

12.2 Advisory Design Panel Appointments

Mayor J. Crompton noted that the following individuals were appointed to the Advisory Design Panel:

- Peter Lang, Derek Fleming and John Saliken as the three professional architects who are registered members of the Architectural Institute of B.C.;
- Grant Brumpton and Paul Dupont as the two professional landscape architects who are registered members of the B.C. Society of Landscape Architects;
- Brian Martin as the professional land developer who is a registered member of the Urban Development Institute of Canada; and
- Pat Wotherspoon and Kerr Lamie as the two regular public-at-large members.

12.3 Whistler Pride Week Proclamation

Moved By Councillor C. Jewett

Seconded By Councillor J. Grills

That Council proclaim January 26 to February 2, 2020 as Pride Week in Whistler.

CARRIED

13. CORRESPONDENCE

13.1 Lower Mainland LGA Call for Resolutions and Nominations File No. 2014

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That correspondence from Shannon Story, Executive Director, Lower Mainland Local Government Association, regarding the Lower Mainland LGA Call for Resolutions and Nominations be received and referred to staff.

CARRIED

13.2 DES Heating Systems File No. 3009

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That correspondence from David MacPhail, regarding DES Heating Systems be received and referred to staff.

CARRIED

13.3 Negative Impact of Sea to Sky Corridor's Lack of Accessible Transportation File No. 3009

Moved By Councillor C. Jewett

Seconded By Councillor A. De Jong

That correspondence from Chris McBride, Executive Director, Spinal Cord Injury Organization of BC, regarding the Negative impact of Sea to Sky Corridor's lack of accessible transportation be received and referred to staff, the Transportation Advisory Group and the Measuring Up Select Committee.

CARRIED

13.4 Transit Plan File No. 3009

Moved By Councillor J. Grills

Seconded By Councillor A. De Jong

That correspondence from Nathan Davidowicz, regarding the Transit Plan be received and referred to staff.

CARRIED

13.5 Signage at Whistler Creekside Intersection File No. 3009

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That correspondence from Chanel Greenlaw, regarding signage at the Whistler Creekside intersection be received and referred to staff.

CARRIED

13.6 Highway 99 Traffic File No. 3009

Moved By Councillor C. Jewett

Seconded By Councillor A. De Jong

That correspondence from Fred Rowan, regarding Highway 99 traffic be received and referred to staff.

CARRIED

13.7 Mailing Address Requirement File No. 3009

Moved By Councillor C. Jewett

Seconded By Councillor J. Grills

That correspondence from Fred Rowan, regarding the Mailing Address Requirement be received and referred to staff.

CARRIED

13.8 Completion of Fuel Management Projects SWPI-724, SWPI-725 and SWPI-831 File No. 2014

Moved By Councillor C. Jewett

Seconded By Councillor A. De Jong

That correspondence from Peter Ronald, Program Officer, UBCM, regarding the Completion of Fuel Management Projects SWPI-724, SWPI-725 and SWPI-831 be received.

CARRIED

13.9 Proclamation Request - RCMP Appreciation Day File No. 3009.1

Moved By Councillor A. De Jong

Seconded By Councillor J. Grills

That correspondence from Martin von Holst, RCMP Day - Vernon Committee Chair, requesting that February 1, 2020 be declared "Royal Canadian Mounted Police Day" in Whistler be received and February 1, 2020 so declared.

CARRIED

13.10 Light Up Request - Epilepsy Awareness File No. 3009.1

Moved By Councillor C. Jewett

Seconded By Councillor A. De Jong

That correspondence from Kim Davidson, Executive Director, BC Epilepsy Society, requesting that the Fitzsimmons Bridge be lit purple on March 26, 2020 in support of International Purple Day for Epilepsy Awareness be received and the bridge lit.

CARRIED

14. TERMINATION

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That the Regular Council Meeting of January 21, 2020 be terminated at 7:00 p.m.

CARRIED

Mayor, J. Crompton

Municipal Clerk, A. Banman



REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: February 4, 2020

REPORT: 20-012

FROM: Resort Experience

FILE: 7082.01

SUBJECT: DEVELOPMENT OF RMOW ACCESSIBILITY POLICY

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Resort Experience be endorsed.

RECOMMENDATION

That Council endorse the proposed approach, work plan, project team and timeline for creating a comprehensive Accessibility Policy for the Resort Municipality of Whistler that considers concepts and standards reflected in Universal Design, the BC Building Code, the Rick Hansen Foundation Accessibility Certification Program and the *Accessible Canada Act*.

REFERENCES

Appendix “A” – Universal Design in the Updated OCP (Relevant Excerpts)

Appendix “B” – Use of RHFAC by Other Governments

PURPOSE OF REPORT

The purpose of this Report is to present the proposed project approach and timeline for creating a comprehensive Accessibility Policy for the Resort Municipality of Whistler (RMOW). Staff propose to use Universal Design (UD), the BC Building Code (BCBC), the Rick Hansen Foundation Accessibility Certification (RHFAC) Program and the *Accessible Canada Act* as the key concepts in the development of the Accessibility Policy.

DISCUSSION

Background

Despite Whistler having a younger and more active demographic than the rest of the province, there is still a demand for accessibility. In fact, everyone benefits from accessibility. People’s abilities are in a constant state of change, whether this is recovering from a broken leg, managing age-related health deterioration, learning to walk or simply dealing with the temporary inconvenience of walking with ski boots on. The RMOW needs to plan to accommodate all abilities at all ages.

Generally, people still view accessibility as something utilized by a very small percentage of the population, when in fact according to Statistics Canada’s Canadian Survey on Disability, 3.8 million Canadians had some form of disability in 2012 and 9 million Canadians consider accessibility when thinking of places to visit and which to avoid as reported by the Angus Reid Institute. In a 2015 study of travel habits of Americans with disabilities, the Open Doors Organization reported that 70 per cent of

Americans with disabilities had travelled in the last two years, typically travelling with one or more adults, and having an economic impact on travel of \$34.6 billion USD annually.

Additionally, we need to acknowledge that our population is aging and with this comes the onset of many age related disabilities. The consumer market for people with a physical disability that impairs their mobility, vision or hearing currently makes up about \$165 billion, or 14.3 per cent of the total consumer market in Canada, which is predicted to increase by 50 per cent by 2030 with spending swelling to \$316 billion annually. These consumers are potential visitors that are calling for their needs to be met.

In preparation for the 2010 Olympic and Paralympic Winter Games, the RMOW created a commitment to accessibility and inclusion within the RMOW. Ongoing initiatives and funding related to improving accessibility in Whistler have been undertaken through RMOW work programs, capital projects and working with stakeholders through the Measuring Up Select Committee of Council (MUSCC). Proposed developments are also assessed for accessibility considerations and the application of BCBC requirements, which are limited in scope and applicability. The proposed Accessibility Policy will support ongoing efforts through a comprehensive policy framework. This framework is intended to provide clarity, consistency and direction on evaluation criteria, standards and targets so that the RMOW can progressively enhance accessibility consistent with municipal objectives and authorities.

Project Approach

RMOW staff conducted a preliminary review of the scope and limitations of the BCBC as well as the RMOW's building bylaw, zoning bylaw and provincial regulations that govern building and municipal authority. RMOW staff also considered best practices for accessibility and inclusion. This review concluded that a formal and comprehensive Accessibility Policy should be developed for the RMOW to help ensure Whistler is progressive in the areas of accessibility and inclusion as well as meet the policy objectives related to UD in the newly proposed Official Community Plan (OCP).

The proposed project approach is to incorporate the key concept of UD, along with consideration of best practices advanced by the RHFAC Program and the *Accessible Canada Act*. These are summarized as follows.

Universal Design

UD is a key accessibility concept and a UD philosophy is included as a policy objective in the RMOW's newly proposed OCP, which is currently at third reading. The new OCP includes the following definition of UD:

The design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Universal Design is based on seven principles:

- (1) **Equitable Use:** The design is useful and marketable to people with diverse abilities.
- (2) **Flexibility in Use:** The design accommodates a wide range of individual preferences and abilities.
- (3) **Simple and Intuitive Use:** Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills or current concentration level.
- (4) **Perceptible Information:** The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.

- (5) **Tolerance for Error:** The design minimizes hazards and the adverse consequences of accidental or unintended actions.
- (6) **Low Physical Effort:** The design can be used efficiently and comfortably and with a minimum of fatigue.
- (7) **Size and Space for Approach and Use:** Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture or mobility. (Mace 1985) (Centre for Excellence in Universal Design)

In the newly proposed OCP, UD is included through Chapter 5: Land Use and Development's Residential and Visitor Accommodation sections as well as Chapter 8: Health, Safety and Community Well-Being's Accessibility section. Appendix "A" provides the full policy statements from the newly proposed OCP.

RHFAC Program

The RHFAC Program is a LEED-style rating system that measures the accessibility of buildings and sites, promoting increased access through the adoption of UD principles. It also uses the Canadian Standards Association's B651 standard, which provides technical specifications on how to make buildings and the exterior environment accessible and safely usable by persons with physical, sensory, or cognitive disabilities. The RHFAC Program complements and extends beyond the BCBC, such as addressing accessibility in public spaces, wayfinding within buildings and parking standards. The RHFAC Program has two levels of formal certification: 'RHF Accessibility Certified' or 'RHF Accessibility Certified Gold.' The levels of certification and associated requirements will be explored through the process of developing the Accessibility Policy.

Accessible Canada Act

The *Accessible Canada Act* is federal legislation to ensure a barrier-free Canada. According to the Government of Canada, "This legislation will benefit everyone in Canada, especially persons with disabilities, by helping to create a barrier-free Canada through the proactive identification, removal and prevention of barriers to accessibility wherever Canadians interact with areas under federal jurisdiction." The Government of Canada summarizes the areas affected by the act as follows:

1. **Service Design and Delivery:** Receive services that are accessible to all
2. **Built Environment:** Move freely around buildings and public spaces
3. **Employment:** Access to employment opportunities and accessible workplaces
4. **Information and Communications Technologies:** Accessible digital content and technologies
5. **Communications:** Barrier-free services and spaces for persons with communication disabilities
6. **Transportation:** Barrier-free federal transportation network
7. **Procurement:** Ensure purchases of accessible goods, services and facilities

The *Accessible Canada Act* received royal assent on June 21, 2019 and it is now being implemented. Relatedly, public consultation on provincial accessibility legislation in BC closed on November 29, 2019 and it is anticipated that the provincial accessibility legislation will follow the areas of focus of the *Accessible Canada Act*.

Project Work Plan, Team and Timeline

As the project approach is anticipated to address areas of focus in the *Accessible Canada Act*, a staff project team from various RMOW departments will be assembled to correspond to these areas.

Once the staff team has been assembled, a situation analysis will be conducted by staff on all policies, procedures and regulations that pertain to their particular departments in relation to accessibility and inclusion. The Measuring Up Coordinator will also gather and develop materials, like an analysis of the costs and procedures required to build to RHFAC standards versus regular building practices. A Council update will occur after this initial research and analysis is completed by staff. Staff will then consult with key stakeholders, including MUSCC, the Advisory Design Panel (ADP) and the Whistler Housing Authority (WHA). Following this stakeholder input, staff will draft the Accessibility Policy and then review the draft policy with Council. Community engagement will begin after incorporating any Council input into the draft policy. The policy content will then be further refined based on public input and presented to MUSCC and the RMOW's Senior Leadership team, before it is refined and presented to Council. Key project deliverables and the anticipated timeline are presented in the table below.

The policy is expected to relate to both municipal and private initiatives and will address the methods by which the policies may be implemented taking into consideration statutory authorities and limitations, for example through zoning, development permits, and municipal project and programs.

Part 1: Inform & Gather	Part 2: Outreach & Update	Part 3: Council
Feb – May 2020	June – Aug 2020	Sept – Oct 2020
<ul style="list-style-type: none"> • Report to Council to endorse approach to use RHFAC and <i>Accessible Canada Act</i> as basis for Accessibility Policy • Establish staff team • Following <i>Accessible Canada Act</i> areas of focus, compile & review existing municipal policies & practices that incorporate accessibility • Develop materials • Council update 	<ul style="list-style-type: none"> • Present RHFAC & developed materials to MUSCC, ADP & WHA; gather feedback • Draft Accessibility Policy • Council review • Community engagement on initial draft: <ul style="list-style-type: none"> ➢ Community open house ➢ Online tool(s) to collect further feedback 	<ul style="list-style-type: none"> • Finalize policy content based on public & stakeholder input; amend Draft Accessibility Policy • Present final Draft to MUSCC • Present Draft Accessibility Policy to Senior Leadership • Refine Draft Accessibility Policy • Present to Council

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
BUILT ENVIRONMENT	The built environment is safe and accessible for people of all abilities, anticipating and accommodating well-being needs and satisfying visitor expectations.	The process to develop the Accessibility Policy will explore how public realm and municipal facilities can be built to be universally accessible for people with disabilities (PWD) and how the RMOW can actively work to remove barriers in the existing built environment.
HEALTH & SOCIAL	Whistler is accessible and inclusive for community members and visitors with disabilities.	It is anticipated that the Accessibility Policy will consider municipal service provision, communications and the built environments to strive to improve accessibility and inclusion for visitors and residents.
ARTS, CULTURE & HERITAGE	A range of authentic and creative arts, cultural and heritage opportunities are meaningful, accessible and financially affordable to residents and visitors. There is a physical and organizational focal point for the diversity of arts, culture and heritage activities that spread throughout the community.	The development of the Accessibility Policy will explore how to secure a place for visitors and residents to experience art, cultural and heritage opportunities, as well as including people of all abilities in the creation of art and recognizing their contribution to our heritage.
ECONOMIC	Whistler has a diversified and year-round tourism economy. Physical and social infrastructure attract and support work and investment.	The economic benefits of increasing the accessibility of the physical and social infrastructure will allow tapping into the large number of unemployed or under employed PWD, which could create lift in the economy's productive capacity and also increase consumer spending. Additionally, it could increase the accessible tourism market.
FINANCE	The long-term consequences of decisions are carefully considered.	The development of the Accessibility Policy will recognize parallels between the needs of PWD and those with age-related loss of abilities. For this reason, the long-term planning will better prepare Whistler for the upcoming aging demographic.
MATERIALS & SOLID WASTE	The community is committed to providing infrastructure capable of continually decreasing our residual wastes.	By working towards creating more accessible environments and housing, the Accessibility Policy will explore opportunities to alleviate the need to rebuild or retrofit and thus, decrease residual construction waste.
PARTNERSHIP	Decisions consider the community's values as well as short and long-term social, economic and environmental consequences.	Considering that our abilities are in a constant state of change, the development of the procurement section of the Accessibility Policy will explore opportunities for partnerships that will accommodate all abilities within the context of whatever the RMOW may be undertaking.
RECREATION & LEISURE	Residents and visitors of all ages and abilities enjoy activities year-round that encourage healthy living, learning and a sense of community. Recreation and leisure are part of the Whistler lifestyle and all community members are able and encouraged to participate.	The development of the Accessibility Policy will examine opportunities to create outstanding recreational experiences for visitors and residents of all abilities.

	Visitors are aware of and have access to a variety of recreation and leisure offerings at a range of price points.	
RESIDENT HOUSING	The planned flexibility within neighborhood design, housing form, and housing tenure enables the adaptability to meet changing housing needs and future affordability considerations.	The development of the Accessibility Policy will examine the changing housing needs of the aging demographic and will look toward opportunities to move towards a more adaptable housing model that will allow aging in place. The project will also consider how purpose built rental accessible housing options can be included in large rental developments and the mechanisms to ensure these units remain intact as accessible units.
	Whistler has a sufficient quantity and appropriate mix of quality housing to meet the needs of diverse residents (Target: 75% of Whistler employees live in the resort community).	
	Residents enjoy housing in mixed-use neighbourhoods that are intensive, vibrant and include a range of housing forms.	
	Housing is healthy and livable, and housing design, construction and operations are evolving toward sustainable and efficient energy and materials management.	
TRANSPORTATION	The transportation system efficiently meets both the short- and long-term needs of all users.	The development of the Accessibility Policy will explore how public transit providers or delegated transportation providers are able to accommodate PWD. Through the process of reviewing existing municipal policies and practices and community consultation, there may be an opportunity to shed light on some of the gaps in the transportation systems to and from Whistler.
	The transportation systems to, from and within the resort community are accessible and offer affordable travel options.	
VISITOR EXPERIENCE	Visitors feel genuinely welcome.	Visitors feel genuinely welcomed when their needs have been anticipated or considered. The development of the Accessibility Policy will consider policies to make municipal communications, services, activities and the public realm more accessible and inclusive.
	Communication, travel and services are accessible, seamless and convenient at all phases of visitors' trips, from prior to departure until after returning home.	
	Whistler proactively anticipates market trends.	
	A diverse range of year-round activities is developed and offered.	
	The resort is comfortable, functional, safe, clean and well-maintained.	

Developing the RMOW's Accessibility Policy in a manner that considers concepts and standards reflected in UD, the BCBC, the RHFAC Program and the *Accessible Canada Act* does not move our community away from any of the adopted Whistler2020 Descriptions of Success.

OTHER POLICY CONSIDERATIONS

It is anticipated that a number of existing RMOW policies, procedures and bylaws may be affected and potentially require revisions as the municipal Accessibility Policy will follow the focus areas in the federal government's *Accessible Canada Act*.

BUDGET CONSIDERATIONS

The development of the RMOW's Accessibility Policy is included within the Planning Department's budget and 2020 work plan. The project will include consideration of cost implications to implement various policy initiatives and standards.

COMMUNITY ENGAGEMENT AND CONSULTATION

As stated above, there will be comprehensive consultation with staff on drafting the municipal Accessibility Policy. Direct outreach and consultation with the MUSCC, ADP and WHA will refine the draft content. Community engagement opportunities will be provided at an open house and through online tools.

SUMMARY

The RMOW currently does not have a formal and comprehensive policy that pro-actively addresses accessibility within the resort community. This Report presents an approach to developing a municipal Accessibility Policy for Council's consideration. In particular, the Report presents the proposed approach, work plan, project team and timeline for creating a comprehensive RMOW Accessibility Policy that takes into consideration UD, the BCBC, the RHFAC Program and the *Accessible Canada Act*.

Respectfully submitted,

Sarah Tipler
MEASURING UP COORDINATOR

for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

UNIVERSAL DESIGN IN THE UPDATED OCP (RELEVANT EXCERPTS)

RESIDENTIAL ACCOMMODATION

5.3. Goal Promote a diversity of housing forms, tenures, residential uses and densities to support the resort community's needs.

5.3.1. *Objective* Encourage flexibility and adaptability in residential land uses.

5.3.1.1. Policy Encourage residential neighbourhood and building design to meet *Universal Design* standards and best practices.

VISITOR ACCOMMODATION

Our Shared Future

... A supportive reinvestment strategy has facilitated maintenance and enhancement of visitor accommodation properties, thereby helping Whistler to remain internationally competitive. Reinvestment has incorporated green building practices and Universal Design to further the diversity, sustainability and accessibility of the visitor accommodation sector.

ACCESSIBILITY

8.8. Goal Ensure Whistler is an inclusive and accessible resort community.

8.8.1. *Objective* Encourage and promote *Universal Design* principles in the development and maintenance of Whistler's built environment.

8.8.1.1. Policy Encourage development and redevelopment to implement Universal Design principles.

8.8.1.2. Policy Encourage recreation activity operators to implement Universal Design principles.

8.8.1.3. Policy Promote land use patterns, transportation routes and community facilities, amenities and spaces that meet the needs of an aging demographic.

USE OF RHFAC BY OTHER GOVERNMENTS

Government of BC

- Included RHFAC during an RFQ process for organizations who wished to bid on Work BC locations; giving priority to respondents who had either achieved RHFAC certification or who were in the process of achieving certification
- In October 2017, granted the Rick Hansen Foundation \$9 million to launch the RHFAC program and associated BC Accessibility Grants Program

City of Vancouver

- Using information gathered through the auditing process to inform feasibility studies to identify and prioritize work required to either renovate or upgrade facilities to provide universal access
- 47 municipal and private sites assessed through RHFAC in Vancouver

City of Richmond

- Uses *Enhanced Accessibility Design Guidelines*, which is based on CSA B651 and UD, to guide accessible design of all city facilities, including for community amenity contributions
- Allows floor area exemption for incorporation of basic universal housing features
- Has had eight sites assessed through RHFAC and references continued participation with the Rick Hansen Foundation in a staff report to the Planning Committee

City of Surrey

- Using RHFAC to assess and improve the accessibility of all municipal buildings and public spaces
- Has had 40 sites assessed through RHFAC

City of Port Moody

- Changed OCP to allow the high density Flavelle Oceanfront Development that is using RHFAC in the pre-construction phase for all public spaces and pathways and for a portion of residential development
- Residential development is using the pre-construction certification as a marketing tool for pre-sales

Province of Nova Scotia

- Identifies and prefers for applicants to have RHFAC qualifications for the Provincial Built Environment Standard Development Committee
- *Access by Design 2030: Achieving an Accessible Nova Scotia* recommends promoting RHFAC for accessible built environments

Halifax Regional Municipality

- The Mayor and the Executive Standing Committee directed staff to designate the Cogswell District Redevelopment Project and any lands within that district to achieve RHFAC gold accessibility standard

Town of Wolfville

Policies

- Ensure that all new municipal buildings (including major renovations) meet the RHFAC gold standard
- Encourage private developers to have existing buildings RHFAC-certified and for new developments to meet the RHFAC gold standard
- Offer density bonusing to private developers who meet the RHFAC gold standards within the Core Area
- Regard RHFAC as a “public benefit” under the Density Bonus Program

Priorities

- For renovations to private buildings that aim to meet RHFAC, fast track the approval and waive the development fee
- For new developments that aim to achieve RHFAC, consider deducting the cost of certification from development fees and fast tracking these applications
- Provide accessibility training to the town’s Building Inspector, through the RHFAC training offered by Nova Scotia Community College

Government of Canada

- Prioritizing accessibility in the renewal of the Parliamentary Precinct led by Public Services and Procurement Canada, which includes pre-construction assessments and consultation by RHFAC professionals

Canadian Chamber of Commerce

- Designed and built a new office in Ottawa based on RHFAC design priorities and has been successfully certified as accessible
- Passed a resolution encouraging the federal government and Chambers and Boards of Trade across Canada to be early adopters of the RHFAC program

National Housing Strategy

- Of all units built as a part of the National Housing policy and receiving funding through the National Housing Co-investment fund, 20% must be built to a UD standard



PRESENTED: February 04, 2020 **REPORT:** 20-013
FROM: Resort Experience - Planning **FILE:** CM121
SUBJECT: CM121 – 7409 TREETOP LANE - COVENANT MODIFICATION

That the recommendation of the General Manager of Resort Experience be endorsed.

That Council approve the modification of Covenant BP030199 and Covenant BP030209, both for 7409 Treetop Lane, to permit modifications to the building envelope and tree preservation area, as per the Site Plan, and Elevation labelled A-01 and A-06, both dated January 17, 2020, prepared by Progressive Concept Design, and attached as Appendix “B” to this, Council Report No. 20-013; and

That the following matter be completed to the satisfaction of the General Manager of Resort Experience prior to registration of the covenant modification:

- | | |
|--------------------|---|
| Owner: | Shauna O’Callaghan |
| Location: | 7409 Treetop Lane |
| Legal Description: | Lot 20, DL4752, Gp 1, NWD, Plan LMP44921 |
| Zoning: | RS1 (Single Family Residential One) |
| Appendices: | “A” – Site Location Map
“B” – Proposed Building Envelope and Tree Preserve Areas
“C” – Three Dimensional Reference Images of Proposal |

This report seeks Council's approval of Covenant Modification Application CM121, an application to amend covenant BP030199, and BP030209, both applicable to 7409 Treetop Lane, to modify the shape of the Building Envelope and Tree Preservation Area to allow development of a proposed single family dwelling.

DISCUSSION

Background

The subject property is located at 7409 Treetop Lane in the Nesters Hill neighbourhood, as shown on the Site Location Map attached as Appendix “A”. All of the properties on this street are subject to covenants for tree preservation, building envelopes, preferred driveway locations, re-vegetation areas, and maximum geodetic elevations for the second storey of the building. These were established at the time of original subdivision. Subsequently a number of these agreements have been modified to permit slightly higher second storey elevation, to alter the tree preservation areas, and to alter the building envelopes.

As shown on the proposed Site Plan (Appendix “B”) the rear third of the subject parcel slopes steeply up to the west. This hillside is forested with a mix of mature and young trees, and is unaffected by the proposed modifications. The existing tree preservation covenant includes this forested hillside and also extends onto the level area below to cover approximately half of the lot; the current building envelope is limited to the front portion of the property.

The tree preservation covenant requires only that no trees be removed, and does not specifically limit development in the area. The development covenant establishes the building envelope as coincidental with the tree preserve boundary, and limits dwellings to being constructed within the envelope. The agreement also sets out further restrictions in relation to maximum second storey elevations, re-vegetation areas, and specifies that existing trees and vegetation in the tree preservation area shall not be removed or have building foundations within 3 metres of them.

CM121 Proposal

This proposal seeks to extend the building envelope farther to the rear of the parcel, adjust the tree preservation area boundary to align with the extended building envelope, and permit at grade patio improvements in a portion of the tree preservation area, all as shown on the site plan attached as Appendix “B”. At the same time the applicants wish to create additional areas of tree preservation that equal the area given over to the modified building envelope. This re-allocation will result in an extended building envelope but no net loss of tree preserve area.

Staff note that there are currently no trees in the area proposed for the modified building envelope, nor are there any trees within 3 metres of the proposed foundation in the modified building envelope. Although no trees will be affected by the modification, the applicant proposes to plant a total of 3 trees in a portion of the existing tree preserve area, and 8 more in one of the re-allocated tree preserve areas, which will result in a net gain of trees on the site. It is noted that the proposed plantings are deciduous species thus they are supported under FireSmart principles and are consistent with the Wildfire DP guidelines in the draft OCP.

Analysis

The extended building envelope allows the development of a dwelling with a main floor area that accommodates ‘single storey living’; accordingly, while the floor will be accessed via a set of stairs from the front door, once on the main floor one can access bedrooms, kitchen and living room, as well as the back patio without having to navigate another set of stairs. This is consistent with creating flexible and adaptable homes to suit a variety of types of resident and/or evolving family needs.

The proposal does not seek to modify the other aspects of the covenants such as floor elevations. The proposal includes a suite for employee housing, as required by covenant. The proposal is considered to be consistent with the regulations under the zoning bylaw and does not require any variances.

As shown in the three dimensional reference images attached as Appendix “C”, the proposed development of the lot is consistent with the adjacent properties with respect to building height and massing, and maintains a portion of the level area at the rear of the building envelope to create roughly 3-4 metres of separation from the base of the hillside and to enable a level yard and patio space.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Built Environment	<p>Building design and construction and operation is characterized by efficiency, durability and flexibility for changing and long-term uses.</p> <p>Continuous encroachment on nature is avoided.</p> <p>Landscaped areas consist of native plant species that eliminate the need for watering and chemical use.</p>	<p>With respect to flexibility for changing and long-term uses, the proposed modification is driven by a desire to construct a home with a main floor that accommodates single floor living.</p> <p>The proposed dwelling also includes the mandatory employee suite, as per one of covenants on title.</p> <p>The portion of the tree preservation area that is to be modified has no trees on it.</p> <p>The applicant is proposing to dedicate an equivalent area as new tree preserve area, consequently there is no net loss of tree preserve overall.</p> <p>Also, the applicant is proposing to plant suitable tree species in some of the new tree preserve area, resulting in a net increase of trees on the site.</p>
Natural Areas	<p>A policy of no net loss is followed and no further loss is preferred.</p>	<p>The proposed planting plan and reconfiguration of the tree preserve area will result in no net loss of tree preserve, and in a new increase in trees on the site.</p>

CM121, a proposal to modify the building envelope and tree preservation areas, does not move our community away from any of the adopted Whistler2020 Descriptions of Success.

OTHER POLICY CONSIDERATIONS

The proposed modifications to the building envelope and tree preserve area are consistent with RMOW Zoning and Parking Bylaw No. 303, 2015, and other municipal policies.

BUDGET CONSIDERATIONS

There are no budget considerations.

COMMUNITY ENGAGEMENT AND CONSULTATION

There are no consultation requirements for this type of application.

SUMMARY

This report seeks Council's approval to amend covenants BP030199 and BP030209, both applicable to 7409 Treetop Lane, to modify the building envelope and tree preserve area to facilitate the proposed development of a dwelling, including hardscaping in an available portion of the tree preserve area. The proposed development is in keeping with the character of the street, allows a dwelling to be built that accommodates one-floor living, and results in no net loss of tree preservation area.

Respectfully submitted,

Tracy Napier
PLANNER

for

Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

Site Location Map



Subject Property

7409 Treetop Lane

CM121 - Covenant Modification
February 4, 2020
Appendix B

PROPOSED REPLANTING LIST	
6 BIRCH	
3 TREWING ASPEN	
2 JAPANESE MAPLE	

AREA REMOVED FROM T.P.A. 730.8 SF (67.89 SM)
NEW T.P.A. AREA "A" 365.0 SF (33.90 SM)
NEW T.P.A. AREA "B" 365.0 SF (33.90 SM)
NO NET LOSS TO T.P.A.

TREE PRESERVATION
PLAN LMP44926

NEW TREE PRESERVATION
REPLANT ZONE "A"
365.0 SF (33.9 SM)

PROPOSED REVISED
TREE PRESERVATION AREA

AREA REMOVED
FROM EXISTING
TREE PRESERVATION
730.8 SF (67.89 SM)

TREE PRESERVATION
PLAN LMP44926

PROPOSED REVISED
TREE PRESERVATION AREA

PROPOSED
HARDSCAPE
AREA IN T.P.A.

NEW TREE PRESERVATION
REPLANT ZONE "B" 300.0 SF
2 BIRCH
1 JAPANESE MAPLE

SITEPLAN
SCALE: 1/8" = 1'-0"

NOTE: ALL ASPECTS OF CONSTRUCTION SHALL CONFORM
WITH THE CITY OF DENVER, COLORADO, AND
OCCUPANCY RESIDENTIAL "C"

7409 TREETOP LANE
SITEPLAN

SEAN ANDERSON

DATE: JANUARY 17, 2020
DRAWN BY: E.A.
SCALE: 1/8" = 1'-0" UNCL.

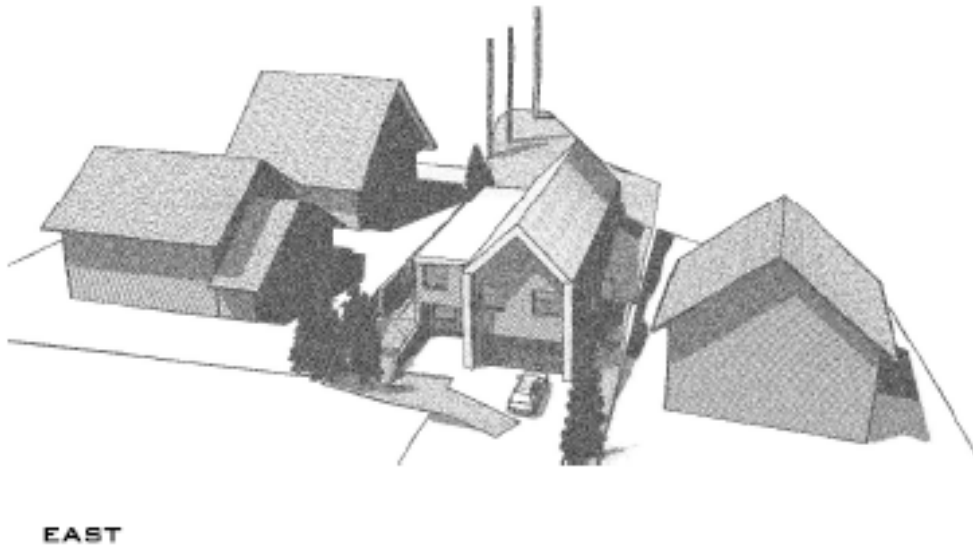
REVISIONS

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OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT
THE WRITTEN PERMISSION OF SEAN ANDERSON.

A-01
DRAWING NUMBER

7409 Treetop Lane – Proposed Dwelling

Three Dimensional Reference Images of Proposal





REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: February 4, 2020

REPORT: 20-016

FROM: Resort Experience

FILE: 8015

SUBJECT: ACTIVE TRANSPORTATION INFRASTRUCTURE GRANT

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Resort Experience be endorsed.

RECOMMENDATION

That Council support by written resolution, the Active Transportation Infrastructure Grant application for the following Valley Trail projects within our existing 2020 Project Budgets:

- X13602 VT Rainbow Park to Scotia Creek
- X13802 VT Millar Creek to Function Junction
- X13803 VT Alta Lake Rd Prism to Hwy 99

REFERENCES

Link – B.C. Active Transportation Infrastructure Grants Program Eligibility

<https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/active-transportation-infrastructure-grants>

PURPOSE OF REPORT

The Province of British Columbia's Active Transportation Infrastructure Grant application requires a Council resolution as proof of support for these projects to proceed if a grant(s) were awarded.

DISCUSSION

The Resort Operations Department is well positioned to submit three eligible "shelf ready" projects for the 2020/21 B.C. Active Transportation Infrastructure Grant (formerly BikeBC). The grant program provides cost-sharing opportunities up to 70 per cent and up to \$500,000 per eligible project for municipalities with a population under 15,000. The projects being suggested for grant application are already supported in the 2020 budget and there are no new financial commitments associated with the grant process. Grant application closing date is February 20, 2020, award date is early May 2020. Successful grant projects may back claim expenses as of April 1, 2020.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Economic	Resort community partners work together to identify shared spending priorities, share resources, and leverage funds and financing opportunities	The Resort Operations team is committed to seeking all prudent opportunities available for financial savings.
Visitor Experience	The resort community's authentic sense of place and engaging, innovative and rewarding offerings attract visitors time and time again.	The valley trail network is one of Whistler's most celebrated amenities attracting and inspiring visitors around the world.
Energy	The energy system is continuously moving towards a state whereby a buildup of emissions and waste into air, land and water is eliminated.	Active transportation is a critical component of our community's ability to reduce our GHG emissions by providing alternatives to combustion engine travel.
Health & Social	Community members eat healthy food, exercise and engage in leisure and other activities that assist in preventing illness.	Connectivity of our valley trail throughout Whistler encourages use and supports health and fitness.

OTHER POLICY CONSIDERATIONS

The 2020 projects in question are supported through goals and objectives defined in the RMOW OCP, Whistler Cycling Plan, Whistler 2020 and the Recreation Leisure Master Plan.

BUDGET CONSIDERATIONS

There are no budget increase considerations. If successfully awarded a grant the money would potentially reduce budget expenditures for 2020 or, manage any additional costs associated with the said projects.

COMMUNITY ENGAGEMENT AND CONSULTATION

Budget open house engagements have included these valley trail projects and have received positive feedback from community. Project specific public engagements including an open house in Function Junction and direct communication with stakeholders have occurred and will continue to occur through final planning and construction phases.

SUMMARY

The RMOW is in a great position to apply for the B.C. Active Transportation Infrastructure Grant for three Council supported valley trail projects. There is no downside to submitting these applications.

Respectfully submitted,

Lorne Russell
SUPERVISOR OF PARKS AND TRAILS

for

Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE



PRESENTED: February 4, 2020 **REPORT:** 20-014
FROM: Resort Experience **FILE:** DVP1166
SUBJECT: HOUSING AGREEMENT BYLAW – 9391 EMERALD DRIVE

That the recommendation of the General Manager of Resort Experience be endorsed.

That Council authorize the Mayor and the Corporate Officer to execute the required documents in conjunction with Housing Agreement Bylaw No. 2236, 2020.

Location: 9391 Emerald Drive
 Legal: 008-515-964 LOT 40 BLOCK L DISTRICT LOT 3627 PLAN 13669
 Owner: Samantha Maria Emm
 Zoning: RS1 (Single Family Residential)
 Appendices: "A" – Location Map
 "B" – Proposed Subdivision Plan

Council has the authority to enter into a housing agreement under Section 483 of the *Local Government Act*.

On February 26, 2019, Council approved DVP1166 to reduce the minimum frontage width requirement at 9391 Emerald Drive to facilitate a two lot subdivision, provided one of the lots is restricted for the creation of employee housing. Both lots will exceed the RS1 Zone's minimum lot area (695 square metres) and minimum usable site area (465 square metres) requirements.

Subdivision

The subdivision application proposes two lots shown in Appendix “B”. The subdivision cannot proceed without a Development Variance Permit, and Council made registration of a housing agreement a condition of issuing the DVP. By registering a housing agreement on title to the property before issuing a DVP that would permit a subdivision, full disclosure to any purchaser of the property is created, advising that the proposed Lot A must be an employee housing lot, and is subject to restrictions regarding: employee occupancy, rental rates and resale price appreciation for all subsequent sales.

Housing Agreement

Housing Agreement Bylaw No. 2236, 2020, authorizes the Municipality to enter into a housing agreement in the form attached to the bylaw, which establishes occupancy and pricing restrictions for proposed Lot A. The intent after subdivision is to facilitate construction of employee restricted housing in the form of a detached dwelling unit on the land with the potential for an auxiliary residential dwelling.

The agreement provides for various development scenarios, and addresses both owner-occupied employee units as well as rental occupancy. Occupancy is restricted to eligible employees consistent with current WHA policy. The agreement provisions establish sales price restrictions and rent restrictions.

The sales price restrictions restrict the sale to an eligible employee or qualifying Whistler business. The maximum resale price is established after the first sale, and then is permitted to increase annually by the core consumer price index. Any eligible improvements, authorized by building permit, made subsequent to the initial sale may be added to the price as determined by an appraisal, and approved by the Municipality.

The initial maximum rent is set at \$2.90 per square foot of floor area or \$1,000 per bedroom for a shared living arrangement, with a maximum of four bedrooms for a principal dwelling and two bedrooms for an auxiliary suite. The maximum rent is permitted to increase annually by the maximum permitted under the Residential Tenancy Act of BC. This rent was determined based on a review of Council’s *Employee Rental Housing Policy: K-01*, and is reflective of Category Five rents, which is below Category six which represents market rates, and takes into consideration that this is a private infill development for a single lot.

The agreement also requires the registration of an Option to Purchase and Right of First Refusal in favour of the Municipality, consistent with Standard Charge Terms for existing employee housing agreements, against the title to the employee housing lot.

The terms of the housing agreement are attached to the Housing Agreement Bylaw.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Built Environment	Residents live, work and play in relatively compact, mixed-use neighbourhoods that reflect Whistler’s character and are close to appropriate green space, transit, trails, amenities and services.	The proposed application provides for resident housing in an existing neighbourhood without detracting from the character of the neighbourhood.

Resident Housing	Resident Housing is affordable for permanent and short-term residents, through innovative and effective policy and financial models	The Housing Agreement and RFR/Option to Purchase documents authorized by this Bylaw establish permanent price controls for resident housing on proposed Lot A.
Resident Housing	Housing is healthy and liveable, and housing design, construction and operations are evolving toward sustainable and efficient energy and materials management	All new construction is required to meet the BC Energy Step Code.

OTHER POLICY CONSIDERATIONS

Official Community Plan

The proposal under DVP1166 is consistent with the OCP policies for resident housing under Part 4.2.

Employee Housing Policies

This development proposal and the proposed employee housing covenant have been guided by previous work and policies approved by Council on Non-Cost Housing Initiatives, and recent initiatives arising from the Mayor's Task Force on Employee Housing. The employee eligibility requirements and pricing are consistent with updated policies. This application allows for the creation of a resident restricted employee infill housing unit on private land that is currently under-developed.

Legal Encumbrances

If Council adopts the Housing Agreement Bylaw, then a housing agreement in the form attached to the bylaw can be registered on the title of the property, which is one of the conditions of issuance for DVP1166 (the other being registration of a covenant restricting building envelopes to the forward portion of the properties, including tree preservation zones).

BUDGET CONSIDERATIONS

There are no significant budget implications with this proposal. Development application fees provide for recovery of costs associated with processing this application.

COMMUNITY ENGAGEMENT AND CONSULTATION

Public consultation for a Housing Agreement Bylaw is not required.

SUMMARY

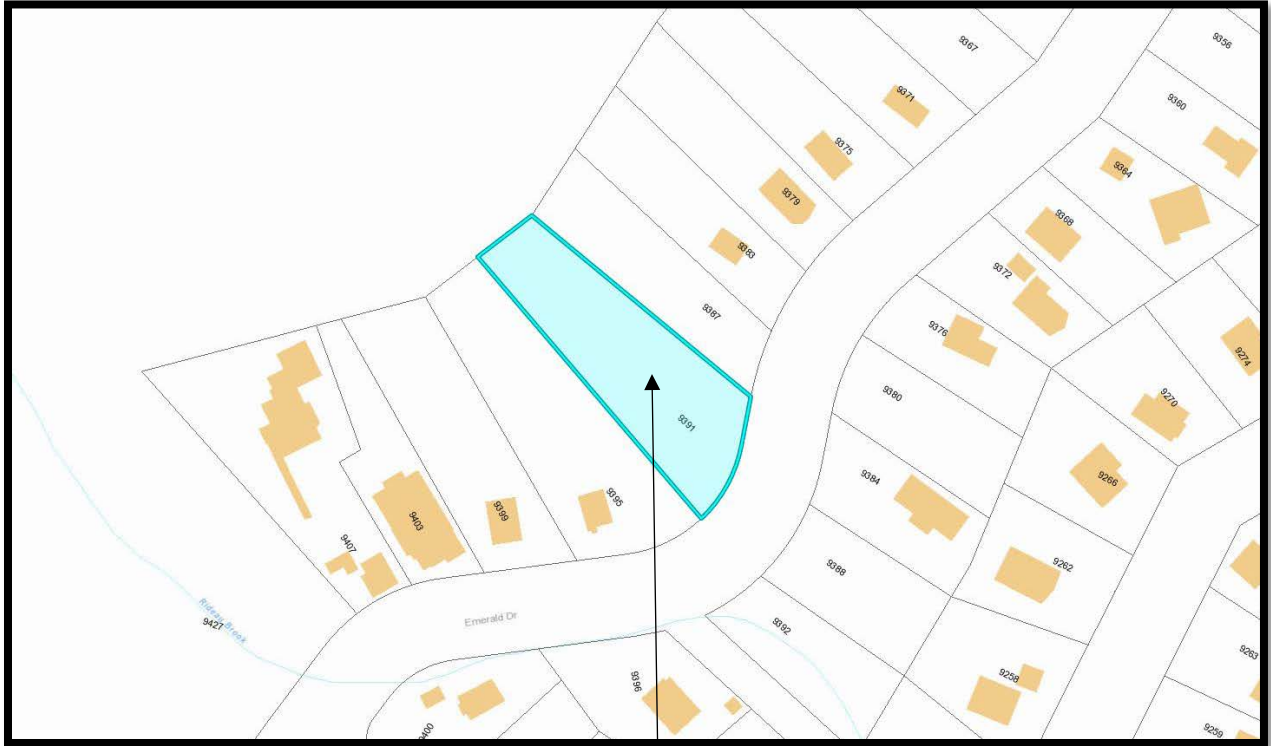
The proposed housing agreement and covenant are consistent with previous and recent policy initiatives for employee housing. Staff recommend that Council give the first three readings to Housing Agreement Bylaw No. 2236, 2020 to enter into a housing agreement which establishes price and occupancy restrictions for the proposed Lot A, and any dwelling units constructed on the Lot.

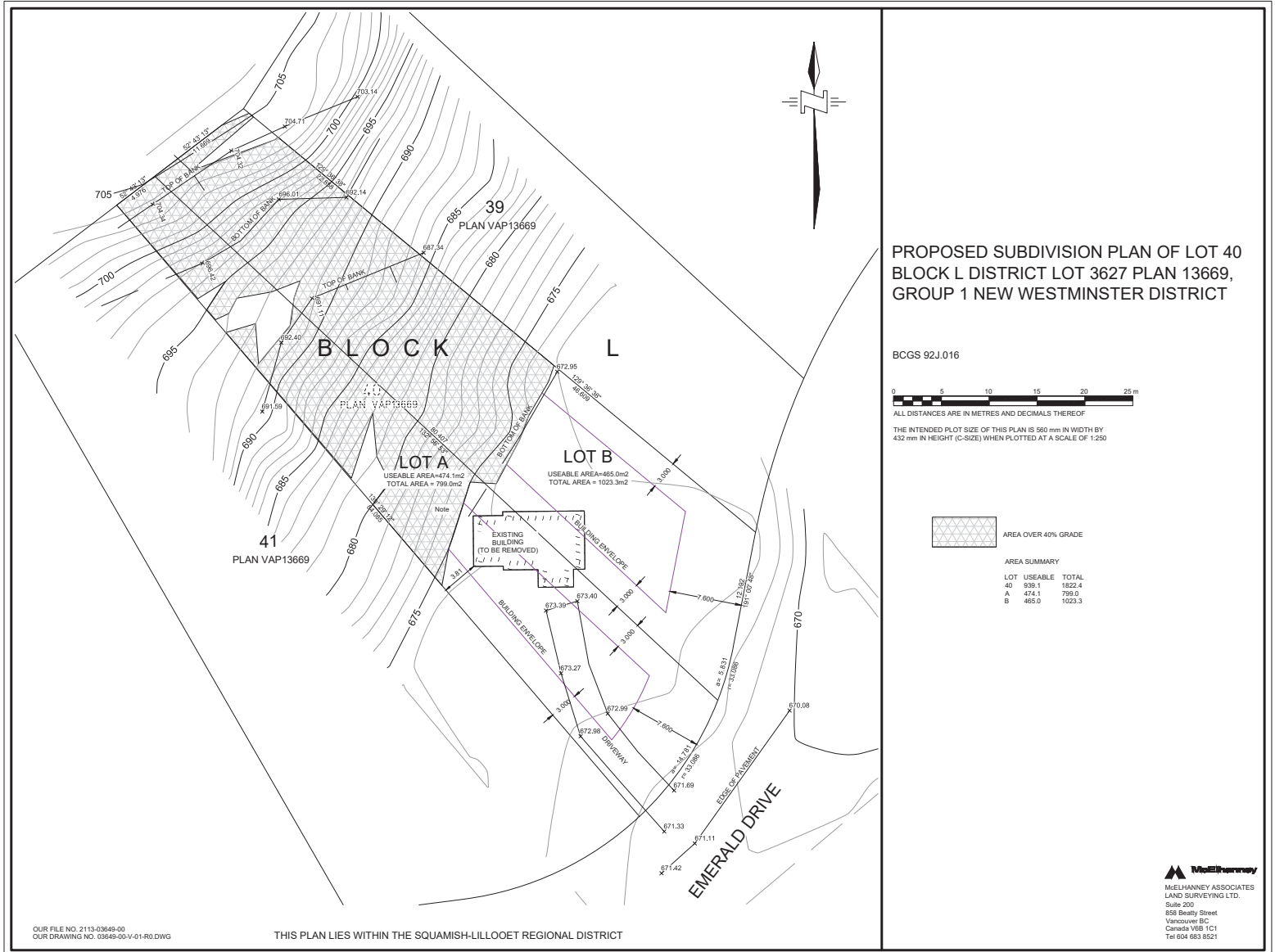
Respectfully submitted,

Stephanie Johnson, MCIP, RPP
PLANNER

for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

Appendix A







REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: February 4, 2020
FROM: Resort Experience
SUBJECT: RZ1152 – 2028 ROB BOYD WAY – WHISTLER MOUNTAIN SKI CLUB

REPORT: 20-015
FILE: RZ1152

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Resort Experience be endorsed.

RECOMMENDATION

That Council consider giving first and second readings to “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”; and

That Council authorize staff to schedule a public hearing for “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”; and

That Council direct staff to advise the applicant that before consideration of adoption of “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”, the following matters must be resolved to the satisfaction of the General Manager of Resort Experience:

1. Registration of a development covenant in favour of the Resort Municipality of Whistler (“RMOW”) to secure development of the proposed new building and site improvements consistent with development permit plans to be finalized prior to adoption;
2. Registration of a housing agreement in favour of the RMOW to regulate rental rates and to define qualified employees;
3. Registration of a green building covenant consistent with the RMOW’s Green Building Policy G-23;
4. Submission of a waste and recycling plan consistent with “Solid Waste Bylaw No. 2139, 2017;
5. Receipt of confirmation that a snow shed report consistent with the RMOW’s Snow Shed Policy G-16 has been prepared by a certified engineer for the benefit of the project design team; and
6. Modification of existing covenants BP224518, BP224554, BP224556, BP224561 currently registered on title to reflect the revised development scheme; and further

That Council authorize the Mayor and Municipal Clerk to execute the necessary legal documents associated with this application.

REFERENCES

Location: 2028 Rob Boyd Way

Legal Description: PID 024-867-900; LOT 3 DISTRICT LOT 5316 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP47410

Applicant: Whistler Mountain Ski Club, INC. No. S8101

Current Zoning: CC2 (Commercial Core Two)

Appendices: “A” – Location Map
“B” – Proposed Development Concept Plans

PURPOSE OF REPORT

The purpose of this Report is to advise Council on the outcomes of the Public Open House held for Rezoning Application RZ1152 on August 19, 2019 and to present “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020” to Council for consideration of first and second readings.

The proposed bylaw would rezone the lands from the existing CC2 (Commercial Core Two) Zone - applicable to Franz’s Trail, Legends, Evolution, and the subject property - to a new site specific LR11 (Leisure Recreation Eleven) Zone that accommodates the existing ski club facility and associated uses, and provides for development of a new employee housing building intended for ski club coaches and employees. LR (Leisure Recreation) zones have historically been used to regulate “club cabins” and similar uses within the Municipality.

DISCUSSION

Background

The Whistler Mountain Ski Club (WMSC) was established in 1968 for the purpose of fostering an interest in the sport of skiing. Its current mission is to provide world-class racing and training opportunities for alpine skiers.

This rezoning application, RZ1152, was one of seven rezoning proposals received under Council’s Private Sector Employee Housing Initiative (PSEHI). The application proposes to rezone the WMSC lands located at 2028 Rob Boyd Way to allow for the existing ski club uses and development of a new employee housing building intended to house WMSC ski club coaches and employees on site. The application was supported for further review and processing by Council on September 18, 2018. Additional information, consistent with the requirements for all PSEHI applications was received in December of 2018.

Council received further information regarding RZ1152 at their February 26, 2019 meeting. At that time the proposed development was summarized as follows:

Parcel Area (ha)	Dwelling Units Proposed	Bed Units Proposed	Height
0.57	1 dormitory containing up to four double beds	2	Existing 2-storey cabin
0.57	New 2-storey building containing 8 bedrooms with ensuites.	8	2-storeys, plus a parking level

A Public Open House was held for RZ1152 on August 19, 2019. Attendance at the Open House was limited to the applicant team, municipal staff, some members of the ski club and media. No other members of the public attended and no issues or concerns were identified.

Current Application

Subsequent to the February 2019 Council meeting, the applicant team confirmed that they intend to develop a new employee housing building rather than restore the existing decommissioned cabin on site, and in addition proposed a nominal increase in the building size. Revised drawings were received on December 18, 2019 showing an increase in the building size from 240 square metres to 356 square metres, which allowed for an increase in the number of employee bedrooms from eight to ten. The revised development concept is presented in Appendix “B”.

Density and Parking

The proposed new employee housing building contains two three-bedroom dwelling units and two two-bedroom dwelling units, with common storage, laundry and parking. The building is designed to be set into the existing hillside such that it will facilitate a walkout feature at the back on the upper levels. The overall density on the site would be increased from 889 square metres (existing ski club facility including existing auxiliary residential dwelling unit) to 1261 square metres. The Floor Space Ratio (FSR) would similarly rise from 0.16 to 0.22. The table below shows a breakdown of the proposed building:

	Use	GFA	Bed Unit Allocation	Required Parking	Floor Space Ratio
Ground Floor (buried into hillside at back of building)	Parking	0	0	N/A	0.22
	Storage/ Laundry	29 m ²	0	0	
Main Floor	Two bedroom unit	55.2 m ²	3	1	
	Three bedroom unit	108.3 m ²	4	2	
Second Floor	Two bedroom unit	55.2 m ²	3	1	
	Three bedroom unit	108.3 m ²	4	2	
Totals	10 bedrooms contained in 4 dwelling units	356 m²	14	6 *	

* Based on “Residential Building containing three or more dwelling units.” – Table 6A (Zoning and Parking Bylaw 303)

Municipal records indicate that the existing ski club facility requires 17 parking stalls; consequently the total parking requirement under the RZ1152 proposal is 23 stalls. The proposed development plans indicate 24 surface stalls plus 8 stalls in the new building (accessed through tandem surface stalls in front) for a total of 32 stalls.

Northwest Setback

The development plans currently show the new building at 3 metres from the northwest property line adjacent to the existing Evolution development. The applicant team has agreed to staff’s recommended 5 metre minimum setback on this side to increase the setback to this adjacent development.

Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020

“Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020” removes the subject lands from the existing CC2 (Commercial Core Two) zone shared with Franz’s Trail, Legends, and Evolution and replaces it with a new LR11 (Leisure Recreation Eleven) zone designed specifically for this property. The new zone recognizes the existing ski club facility and allows for the proposed development of the employee housing building. The applicant team has requested a maximum increase of 372 square metres (16 square metres more than shown in the provided diagrams) for the new residential building, to allow for further design development of the concept. Staff support this approach.

Development Agreement and Housing Agreement

Staff are working with the applicant team to finalize the design of the new building. The proposed design will be reviewed by the municipal Advisory Design Panel. Staff recommends the final design will be registered on title by way of a development covenant as a condition of rezoning adoption.

Consistent with the requirements of the Private Sector Employee Housing Initiative, a housing agreement is to be registered on the title of the property to restrict the use to eligible employees and to restrict the maximum rents. The new building is intended to be occupied by seasonal ski club staff, however, it will have the ability to house other eligible employees as necessary. The proposed maximum rent is \$1,200 per bedroom. A separate housing bylaw is needed to authorize the housing agreement provisions which will be brought forward for Council consideration.

Existing Title Charges

The property title indicates restrictive covenants BP224518, BP224554, BP224556, and BP224561. These covenants currently restrict improvements on the site to the existing Ski Club Facility, restrict the use of the existing caretaker's suite to employees, assign a tree preservation area, and regulate flood control elevations. These covenants will require modification for the proposed zoning.

WHISTLER 2020 ANALYSIS

The proposed zoning amendment supports Whistler 2020 Built Environment, Economic, Resident Housing and Transportation strategies as described in Administrative Reports 19-023 and 18-040.

OTHER POLICY CONSIDERATIONS

Official Community Plan

The proposed zoning amendment is consistent with Official Community Plan policies regarding development of housing. The subject property is located in Development Permit Area (DPA) No. 2 – Whistler Creek Area for form and character of development, protection of the natural environment and from hazardous conditions. A development permit will be required.

Private Sector Employee Housing Guidelines

The proposal is considered consistent with the Guidelines for Private Sector Housing Initiatives, ratified by Council on March 26, 2019.

Council Policy G-23: Green Building and Council Policy G-16: Snow Shed

Council Policy G-23: Green Building Policy requires that rezoning application teams submit details showing compliance with the goals and objectives of this policy. *Council Policy G-16: Snow Shed Policy* requires that snow shedding from the proposed building be reviewed by a certified professional engineer for the sole benefit of the project design team. The Municipality does not review the Snow Shed Report but does require confirmation that the study has been undertaken and completed.

The Green Building requirements and the Snow Shed report are to be addressed prior to Council consideration of adoption of the proposed rezoning.

BUDGET CONSIDERATIONS

All costs associated with individual rezoning applications, including staff review time, public meetings, notices, and legal fees will be paid by the applicant.

COMMUNITY ENGAGEMENT AND CONSULTATION

A sign describing the details of rezoning application RZ1152 is posted on the property. RZ1152 is identified in the applications register posted on the municipal website. Correspondence received from the public will become part of the rezoning application file for Council consideration. To date, no correspondence has been received.

In accordance with the Private Sector Employee Housing guidelines, a Public Open House was held on August 19, 2019. Attendance was limited to the applicant team, municipal staff, some members of the ski club and media. No members of the public attended and no issues or concerns were identified.

Any proposed zoning amendment is subject to a public hearing adhering to statutory public notice requirements, prior to Council consideration of third reading.

SUMMARY

This Report describes the outcomes of the Public Open House held for Rezoning Application RZ1152 and presents “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020” for Council consideration of first and second readings. The proposed rezoning would provide for a new employee housing building for the Whistler Mountain Ski Club at 2028 Rob Boyd Way.

Respectfully submitted,

Roman Licko
ACTING SENIOR PLANNER

for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE.

RZ1152 – Location Map

Appendix “A”



Subject Lands - 2028 Rob Boyd Way

NOTES

NO. DESCRIPTION

REVISIONS

NO.	DATE	REMARKS
01	MAY 2018	PRELIMINARY DESIGN



COMMUNITY COACHES'
CABIN
WHISTLER BC

RESIDENTIAL DEVELOPMENT

PERSPECTIVE VIEW

DATE	MAY 2018
DRAWN BY	AJE
CHECKED BY	--
SCALE	3/8" = 1'-0"
JOB NUMBER	18027

A-3.01





ROB BOYD WAY

EXISTING PATROLLER'S CABIN
(ALTERNATIVE 1)

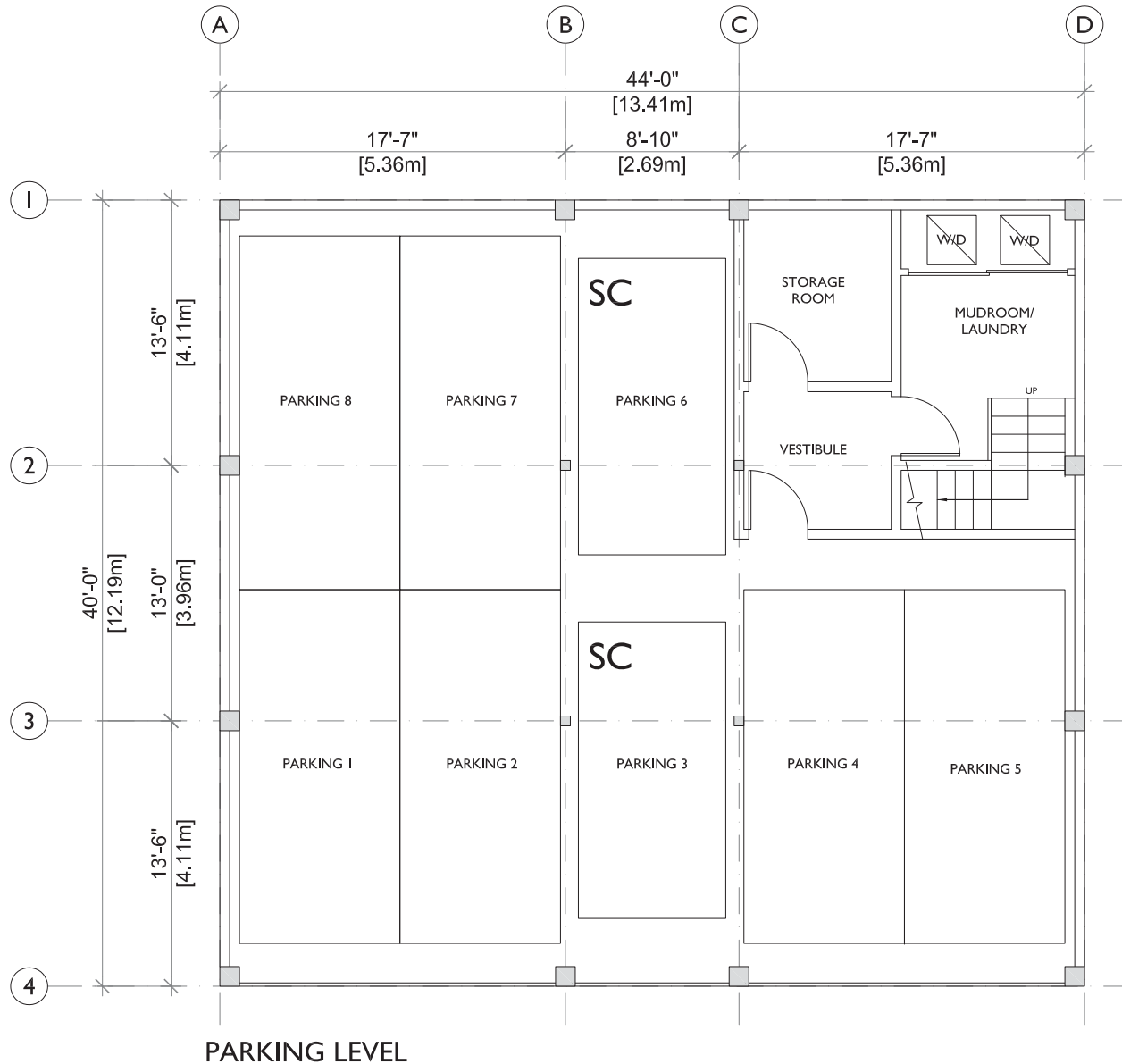
PROPOSED NEW COACHES CABIN

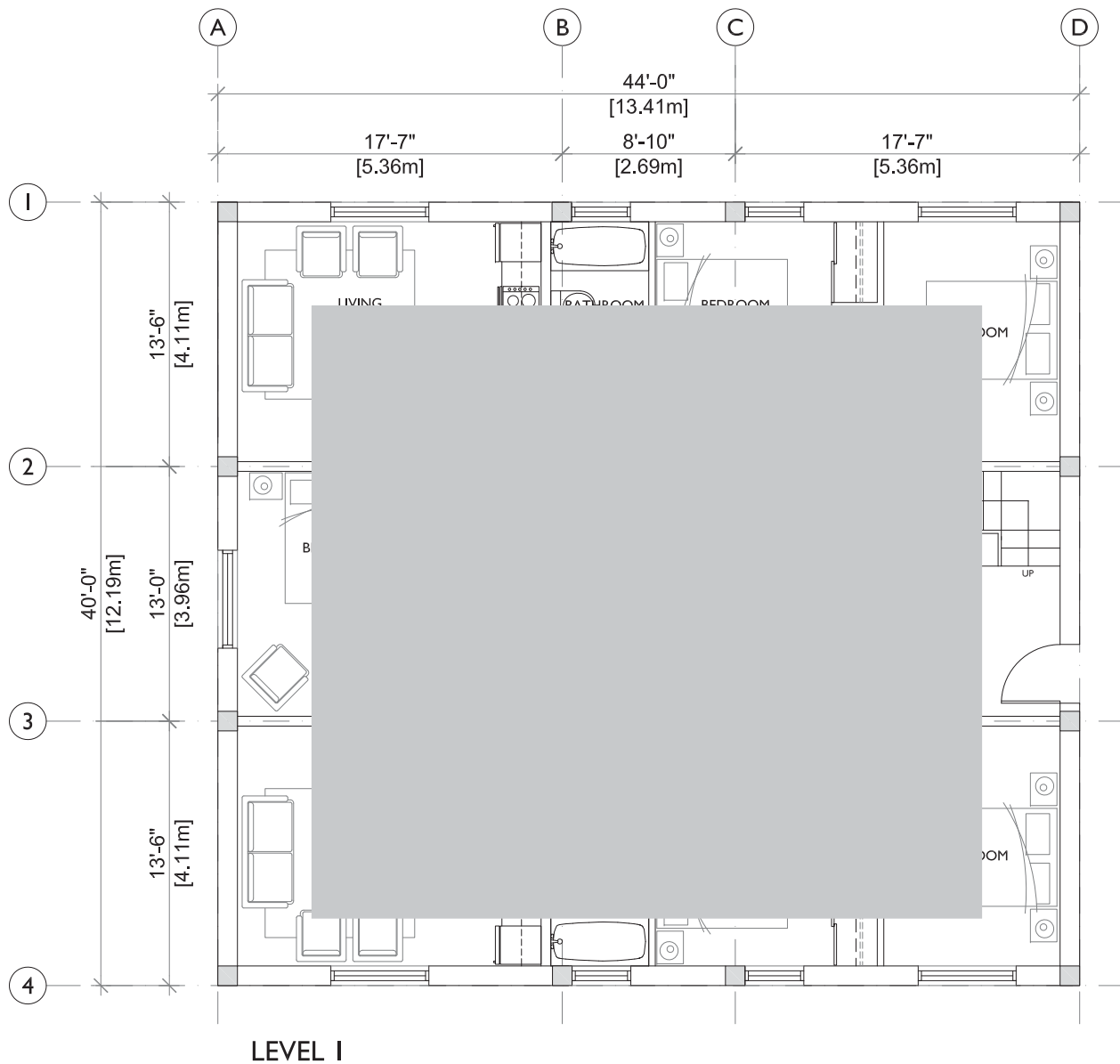
EXISTING SKI CLUB CABIN

H.C. ACCESS

EXISTING SURFACE PARKING

EXISTING CREEK





GBL ARCHITECTS
139 EAST 8TH AVENUE
VANCOUVER, BRITISH COLUMBIA V6T 1B6
T 604.731.1100 F 604.731.5279
GBLARCHITECTS.COM

NOTES
NO. DESCRIPTION

REVISIONS
NO. DATE REMARKS
01 MAY 2018 PRELIMINARY DESIGN



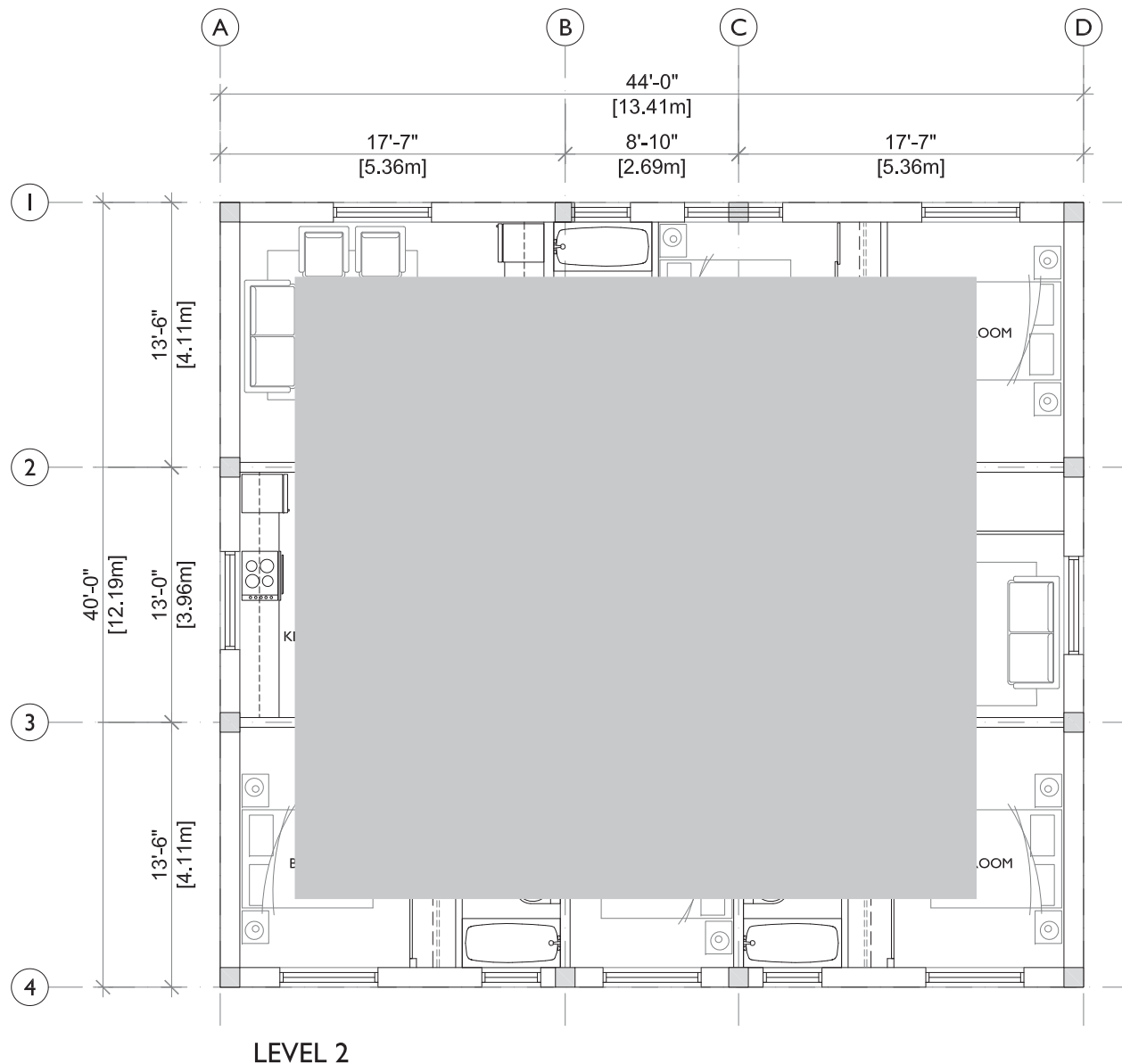
COMMUNITY COACHES' CABIN
WHISTLER BC

RESIDENTIAL DEVELOPMENT

LEVEL 1

DATE MAY 2018
DRAWN BY JLB
CHECKED BY --
SCALE 3/8" = 1'-0"
JOB NUMBER 18027

A-2.02a



LEVEL 2



WHISTLER

MINUTES

**REGULAR MEETING OF WHISTLER BEAR ADVISORY
COMMITTEE
WEDNESDAY, DECEMBER 11, 2019, STARTING AT 8:30
A.M.**

**In the Decker Room
8020 Nesters Road, Whistler, BC V8E 0G4**

PRESENT:

Co-Chair and Recording Secretary, RMOW, H. Williamson
Conservation Officer Services, B. Mueller
GFL Environmental, Ryan
Get Bear Smart Society, E. Lamb
RMOW Council, A. DeJong
RMOW Bylaw Services, J. Pineda
Member at Large, I. Minic-Lukac
Member at Large, M. Webster
Member at Large, A. Baudouin

Conservation Officer Services, E. Harbich
Conservation Officer Services, J. Bjarnason

REGRETS:

RCMP, R. Knapton
Co-Chair. AWARE/C2C Grizzly Bear Initiative, C. Ruddy

ADOPTION OF AGENDA

Moved by A. DeJong
Seconded by J. Pineda

**That Whistler Bear Advisory Committee adopt the Whistler Bear Advisory
Committee Agenda of December 11, 2019.**

CARRIED

ADOPTION OF MINUTES

Moved by B. Mueller
Seconded by A. DeJong

**That Whistler Bear Advisory Committee adopt the Regular Whistler Bear
Advisory Committee Minutes of November 13, 2019.**

CARRIED

UPDATES

Conservation Officer Service	<p>A presentation by B. Mueller was given regarding Conservation Officer Service activities and a discussion was held.</p> <ul style="list-style-type: none">• Most bears have gone into hibernation• Still monitoring one bear in Alpine which is still active and has accessed a BBQ
Bylaw	<p>A presentation by J. Pineda was given regarding Bylaw activities and a discussion was held.</p> <ul style="list-style-type: none">• 0 calls regarding bears or attractants in the last month• 2 calls regarding squats, there was no attractants on or near these sites
GFL	<p>A presentation by Ryan was given regarding GFL activities and a discussion was held.</p> <ul style="list-style-type: none">• No bear related issues reported in Whistler but there continues to be ongoing issues with bears accessing garbage totes in Squamish
Whistler Blackcomb	<p>A presentation by A. DeJong was given regarding WB activities and a discussion was held.</p> <ul style="list-style-type: none">• Very little bear activity reported on the mountain, only 1 bear sighting in the last 10 days at the bottom of Excelsior• No bear related issues to report
WWPG	<p>A presentation by I. Minic-Lukac was given regarding WWPG activities and a discussion was held.</p> <ul style="list-style-type: none">• Biking for bears continued at the Whistler Golf Course until the end of November when bears were no longer being observed on site.• Tourists were being directed by local guides and organizations to go to the Whistler Golf course in order to see bears
RMOW Environmental Stewardship	<p>A presentation by H. Williamson was given regarding RMOW Environmental Stewardship activities and a discussion was held.</p> <ul style="list-style-type: none">• Three new bear cut out signs have been made up and will be installed in the day lots this winter• The Parks Planning Department will be joining the committee meeting in either February or March to present conceptual plans for Municipal Parks and receive feedback

MINUTES

Regular Whistler Bear Advisory Committee Meeting

December 11, 2019

Page 3

MOTION TO TERMINATE

Moved by A. DeJong

Seconded by B. Mueller

That the Whistler Bear Advisory Committee Meeting of December 11, 2019 be terminated at 9:00 a.m.

CARRIED



Chair and Recording Secretary,
Hillary Williamson

**RESORT MUNICIPALITY OF WHISTLER
ZONING AND PARKING AMENDMENT BYLAW (WHISTLER MOUNTAIN SKI CLUB)
NO. 2256, 2020**

A BYLAW TO AMEND THE WHISTLER ZONING AND PARKING BYLAW NO. 303, 2015

WHEREAS Council may, in a zoning bylaw pursuant to Section 479 of the *Local Government Act*, divide all or part of the area of the Municipality into zones, name each zone and establish the boundaries of the zone, regulate the use of land, buildings and structures within the zones, and may, pursuant to section 525 of the *Local Government Act* require the provision of parking spaces and loading spaces for uses, buildings, and structures;

NOW THEREFORE the Council of the Resort Municipality of Whistler, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Zoning Amendment Bylaw (Whistler Mountain Ski Club) No. 2256, 2020”.
2. Zoning and Parking Bylaw No. 303, 2015 is amended as follows:
 - (a) Part 7 “Creation and Definition of Zones”, Section 1(1) is amended by adding “LR11 – Leisure Recreation Eleven” in alphanumerical order; and
 - (b) Part 6 “Parking and Loading Regulations” sub-section 2. (7) is amended by inserting “LR11” before “RS, R11 and RT zones”; and
 - (c) Part 11 is amended by inserting as Section 20 the LR11 (Leisure Recreation Eleven) Zone, attached as Schedule “1” to this Bylaw; and
 - (d) The zoning designation of the land shown with the heavy black outline labelled “Subject land” on the plan attached to this Bylaw as Schedule “2”, which land is and more particularly described as PID 024-867-900; LOT 3 DISTRICT LOT 5316 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP47410, is changed from CC2 (Commercial Core Two) Zone to LR11 (Leisure Recreation Eleven) Zone; and further
 - (e) Part 24 Schedule “A” Schedule of Zones is amended by adding “Recreation Eleven – LR11” in alphanumerical order under the “Leisure Zones” heading.
3. If any section or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

GIVEN FIRST AND SECOND READINGS this ___ day of _____, 2020.

GIVEN SECOND READING this ___ day of _____, 20__.

Pursuant to Section 464 of the *Local Government Act*, a Public Hearing was held this this ___ day of _____, 20__.

GIVEN THIRD READING this ___ day of _____, 20__.

Approved by the Minister of Transportation and Infrastructure this ___ day of _____, 20__.

ADOPTED by the Council this ___ day of _____, 20__.

Jack Crompton, Mayor

Alba Banman, Municipal Clerk

I HEREBY CERTIFY that this is a true copy
of "Zoning Amendment Bylaw (Whistler
Mountain Ski Club) No. 2256, 2020."

Alba Banman, Municipal Clerk

Schedule “1”

“LR11 Zone (Leisure Recreation Eleven)”

Intent

- (1) The intent of this zone is to provide a year-round ski club facility with associated employee housing.

Permitted Uses

- (2) The following uses are permitted and all other uses are prohibited:
- (a) auxiliary buildings and auxiliary uses;
 - (b) ski club facility;
 - (c) auxiliary residential dwelling unit contained within the ski club facility;
 - (d) employee housing within a multiple residential building;
 - (e) park and playground.

Maximum Density

- (3) One ski club facility building with a maximum gross floor area of 900 square metres.
- (4) One employee housing multiple residential building with a maximum gross floor area of 372 square metres.
- (5) The total gross floor area of all buildings on a parcel shall not exceed 1,280 square metres.

Height

- (6) The maximum permitted height of a ski club facility building is three storeys, to a maximum of 10 metres.
- (7) The maximum permitted height of an employee housing multiple residential building is three storeys to a maximum of 15 metres.

Parcel Dimensions

- (8) The minimum parcel area is 5690 square metres.
- (9) The minimum parcel frontage is 11 metres.

Setbacks and Siting

- (10) No building or structure shall be located within 20.0 metres of a front or rear parcel line.
- (11) No building or structure shall be located within 5.0 metres of a side parcel line.

Off-Street Parking and Loading

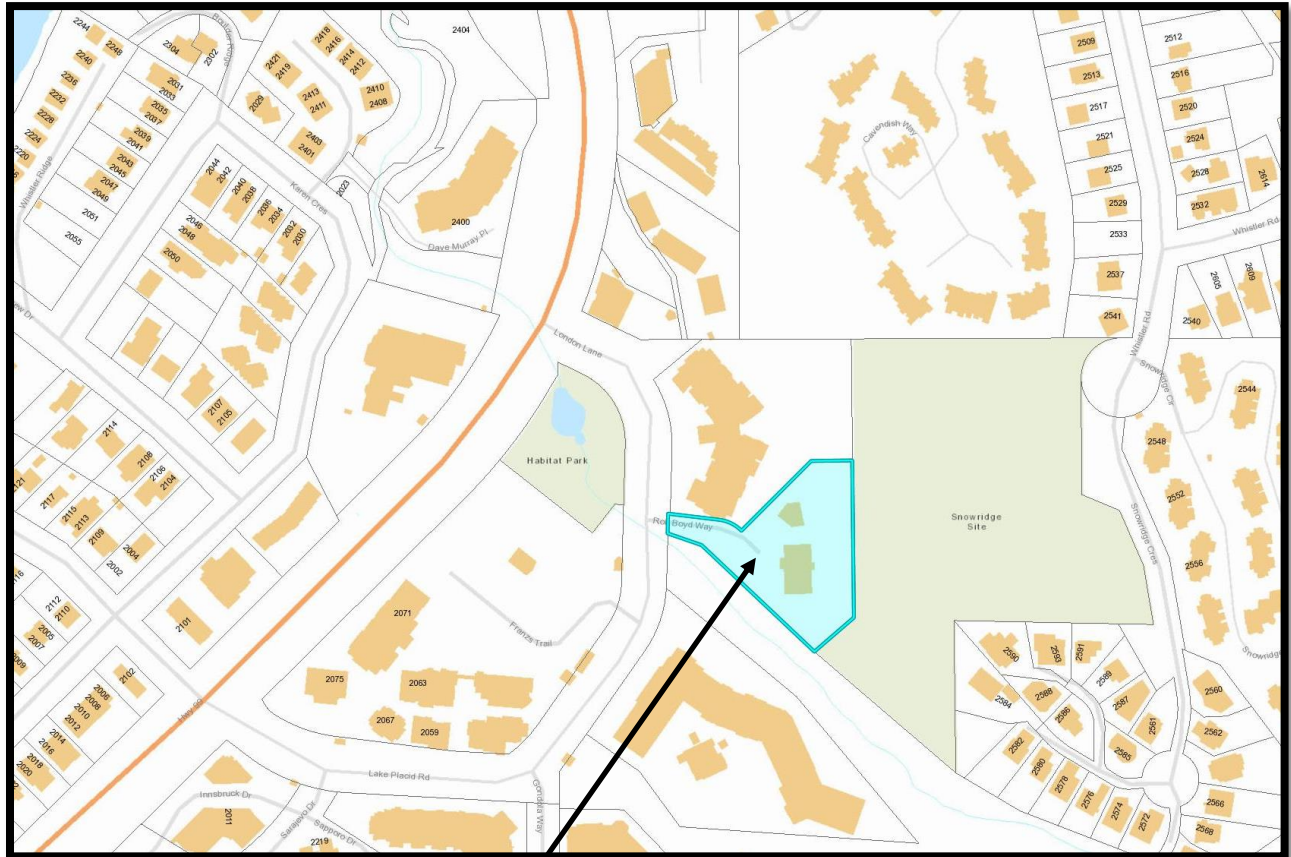
- (12) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw.

Other Regulations

- (13) An auxiliary residential dwelling unit shall not contain a gross floor area greater than 75 square metres or less than 32.5 square metres.

Schedule “2”

Lands to be Rezoned from CC2 (Commercial Core Two) to LR11 (Leisure Recreation Eleven)



Subject land

**RESORT MUNICIPALITY OF WHISTLER
HOUSING AGREEMENT BYLAW (9391 EMERALD DRIVE) NO. 2236, 2020**

**A BYLAW TO AUTHORIZE THE MUNICIPALITY TO ENTER INTO A HOUSING AGREEMENT
UNDER S. 483 OF THE *LOCAL GOVERNMENT ACT***

WHEREAS:

- A. The owner of the land located at 9391 Emerald Drive and more particularly described as:
PID: 008-0515-964
Lot 40 Block L District Lot 3627 Plan 13669
(the "Land")
wishes to develop employee housing on the Land; and
- B. The Resort Municipality of Whistler wishes to enter into a housing agreement in order to secure use of a maximum of two dwelling units in the form of a detached dwelling and an auxiliary residential dwelling unit to be located on the Land for employee housing, in perpetuity.

NOW THEREFORE the Council of the Resort Municipality of Whistler, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Housing Agreement Bylaw (9391 Emerald Drive) No. 2236, 2020".
2. Council hereby authorizes the Municipality to enter into a housing agreement with the owner of the Land in the form attached to this Bylaw as Schedule A (the "Housing Agreement").
3. The Mayor and the Municipal Clerk are authorized to execute the Housing Agreement and the Municipal Clerk is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by the *Local Government Act*.

GIVEN FIRST, SECOND AND THIRD READINGS this __ day of ____, 2020.

ADOPTED by the Council this __ day of ____, 2020.

Jack Compton,
Mayor

Alba Banman,
Municipal Clerk

I HEREBY CERTIFY that this is a true copy of
"Housing Agreement Bylaw (9391 Emerald Drive)
No. 2236, 2020."

Alba Banman, Municipal Clerk

SCHEDULE A – Housing Agreement

TERMS OF INSTRUMENT – PART 2

HOUSING AGREEMENT, 219 COVENANT, RENT CHARGE, SALE RESTRICTION AND INDEMNITY

This Agreement, dated for reference the ____ day of _____, 2020 is

BETWEEN:

Resort Municipality of Whistler

4325 Blackcomb Way
Whistler, BC V8E 0X5

(the “Municipality”)

AND:

SAMANTHA MARIA EMM

9391 Emerald Drive
Whistler, BC V8E 0G5

(the “Owner”)

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the Municipality to enter into housing agreements including conditions respecting form of tenure, the availability of housing units to classes of persons, rents and leases, sale or share prices that may be charged, and the rates at which these may be increased over time;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Municipality in respect of the use of land or construction on land;
- C. The Owner is the registered owner of the Land (hereinafter defined);
- D. The Owner and the Municipality wish to enter into this Agreement to provide for affordable employee housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it and in consideration of the payment of \$2.00 by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

PART I – DEFINITIONS

- 1. In this Agreement the following words have the following meanings:

- (a) "Agreement" means this Agreement together with the General Instrument, being the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all schedules and addenda to the Form C charging the Land;
- (b) "CCPI" means the Consumer Price Index , all-items excluding eight of the most volatile components, as defined by the Bank of Canada or its successor in function, and excluding the effect of changes in indirect taxes;
- (c) "Daily Amount" means \$500.00 per day as of December 31, 2019, adjusted in accordance with section 27;
- (d) "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things;
- (e) "Employee" means a person who is employed or self-employed for an average of not less than 30 hours per week on an annual basis, by a Qualified Business;
- (f) "Employee Housing Lot" means the portion of the Land labelled Lot A on the plan attached to this Agreement as Schedule "A", including any improvements, and for clarity, if this Agreement is discharged from a portion of the Land in accordance with section 3, then all of the land to which this Agreement applies following the discharge shall be the "Employee Housing Lot";
- (g) "Employee Unit" means and includes any residential dwelling unit constructed or located on the Employee Housing Lot;
- (h) "Gross Floor Area" means the habitable gross floor area of an Employee Unit and includes enclosed sunrooms but does not include crawl spaces, open patios, open balconies or parking areas. If the Employee Unit is a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be based on the gross floor area shown corresponding to the Employee Unit on the Strata Plan filed in the LTO (hereinafter defined) in respect of the Land. If the Employee Unit is not a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be made in accordance with the procedure for determining gross floor area set out in the *Strata Property Act* as if the Employee Unit were a strata lot;
- (i) "Land" means the land described in Item 2 of the General Instrument to which this Agreement is attached and which forms part of this Agreement;
- (j) "LTO" means the New Westminster/Vancouver Land Title Office or its successor;
- (k) "Qualified Business" means a business having an office or other business premises physically located within the boundaries of the Municipality, or at the Whistler Olympic Park, and that:
 - i. holds a valid business license issued by the Municipality, where such licence is required by bylaw; and,

- ii. primarily and directly serves the Municipality's residents, homeowners, businesses or tourists, and either:
 - A. for commercial (non-residential) premises, provides services within the Municipality's boundary; or
 - B. for a home based or mobile business, generates more than 75% of business income from the Municipality's local residents, tourists or the Municipality's local businesses.
- (l) "Qualified Person" means an Employee or Retiree who does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world, unless:
 - i. The person is "underhoused" whereby:
 - A. A single individual or couple owns a dwelling, which they reside in as their primary residence, and it is less than 400 sq. ft.
 - B. A couple/single parent with one or more children owns a dwelling, which they reside in as their primary residence, and it is less than 850 sq. ft.
 - ii. the real estate he or she owns is located in Squamish or Pemberton and is occupied as their primary residence; and

that person enters into an agreement with the Municipality to sell his or her interest in the real property within the time period specified by the Municipality, acting reasonably, or that person enters into an agreement with the Municipality with respect to the real property and the Employee Housing Lot on terms acceptable to the Municipality in its sole discretion;
- (m) "RFR/Option" means a right of first refusal and option to purchase the Employee Housing Lot granted to the Municipality in the form attached to this Agreement as Schedule D, with such modifications as may be approved by the Municipality's General Manager of Resort Experience to ensure consistency with the terms and definitions used in this Agreement;
- (n) "Retiree" means an individual who is at least 55 years old, and has ceased active full-time employment in the Municipality but who was an Employee for at least ten of the twelve years prior to ceasing employment;
- (o) "Subdivide" means to divide, apportion, consolidate or subdivide the Land, or the ownership or right to possession or occupation of the Land into one or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the Real Estate Act;

- (p) "Tenancy Agreement" means a written tenancy agreement, lease, license or other agreement granting rights to occupy an Employee Unit;
- (q) "Tenant" means an occupant of an Employee Unit by way of a Tenancy Agreement; and
- (r) "WHA" means Whistler Housing Authority or its successor.

PART II – SUBDIVISION, USE OF LAND AND CONSTRUCTION OF EMPLOYEE UNITS

2. The Owner covenants and agrees with the Municipality that:
 - (a) the Employee Housing Lot, including any Employee Housing Unit, will not be used or occupied except in accordance with section 4 of this Agreement;
 - (b) the Owner will not Subdivide the Land except to create the Employee Housing Lot, in accordance with the plan attached to this Agreement as Schedule "A", and thereafter, the Owner will not in any circumstance subdivide the Employee Housing Lot or any part thereof;
 - (c) the Owner will not subdivide the Land unless together with the subdivision the RFR/Option is registered against the title the Employee Housing Lot in priority over all charges and encumbrances which may have been registered or are pending registration against title to the Employee Housing Lot save and except those specifically approved in writing by the Municipality or in favour of the Municipality;
 - (d) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land, in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Land.
3. If the Owner Subdivides the Land in accordance with this Agreement, then the Owner may, at its sole expense, deliver to the Municipality a registrable discharge of this Agreement from any part of the Land other than the Employee Housing Lot, and the Municipality shall execute and return the discharge to the Owner, provided that the Municipality shall have no obligation to provide such discharge under this section if the Owner is in breach of any part of this Agreement.

PART III - USE AND OCCUPANCY OF THE LAND

4. The Owner agrees that no Employee Unit shall be used or occupied:
 - (a) except as a permanent residence;
 - (b) except by at least one Qualified Person;
 - (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying the Employee Unit.
5. The Owner further agrees that:

- (a) if an Employee Unit is an “auxiliary residential dwelling unit” for the purpose of the Municipality’s Zoning and Parking Bylaw No. 303, 2015, then that Employee Unit shall have a maximum of two bedrooms;
 - (b) the maximum number of bedrooms in an Employee Unit other than an Employee Unit described in 5(a), is four; and,
 - (c) the Municipality’s building inspector may determine the number of persons who can reside in an Employee Unit given the number and size of bedrooms in the Employee Unit and in light of any relevant standards set by the Municipality in any bylaws of the Municipality.
6. Within thirty days after receiving notice from the Municipality, the Owner will in respect of any Employee Unit, deliver, or cause to be delivered, to the Municipality a statutory declaration, substantially in the form attached as Schedule "B", sworn by the Owner, containing all of the information required to complete the statutory declaration. The Owner hereby irrevocably authorizes the Municipality to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including, but not limited to the provincial issuing authority for drivers licences, of the request for information from the Municipality to provide such information to the Municipality. The Owner agrees to pay the Daily Amount to the Municipality for each day the Owner is in breach of the requirement to deliver a statutory declaration under this section.
7. If the Owner cannot comply with the occupancy restrictions for any Employee Unit for reasons of hardship, the Owner may request that the Municipality alter the Owner's obligations with respect to that Employee Unit on terms acceptable to the Municipality, but no such request may be made later than 30 days after the Municipality has delivered to the owner a written notice of breach of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the Municipality is under no obligation to grant any relief, and may proceed with its remedies under this Agreement, and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that the relief, if any, is to be determined by the Municipality in its sole discretion.

PART IV - DISPOSITION AND ACQUISITION OF EMPLOYEE HOUSING LOT AND EMPLOYEE UNITS

8. In this Part, the following words have the following meanings:
- (a) “Change in CCPI” means the percentage change from the monthly CCPI published immediately prior to the date of Previous Sale to the monthly CCPI published immediately prior to the date of contracting for next transfer. Where the CCPI has increased since the date of Previous Sale, the Change in CCPI is positive. Where the CCPI has decreased since the date of Previous Sale, the Change in CCPI is negative.
 - (b) “Maximum Price, Resale” means the Previous Sale Price plus the Previous Sale Price multiplied by the Change in CCPI, plus the Value of Improvements, if any. Where the Change in CCPI is negative or cannot be determined, the Maximum Price, Resale shall be the Previous Sale Price plus the Value of Improvements, if any;

- (c) "Previous Sale" means the most recent transfer of the Employee Housing Lot;
 - (d) "Previous Sale Price" means the sale price of the Previous Sale in accordance with this Agreement;
 - (e) "Value of Improvements" means the value of any improvements made to construct or continue the construction of an Employee Unit on the Employee Housing Lot since the date of the Previous Sale, determined in accordance with Schedule C, but does not include improvements constructed after the issuance of an occupancy permit for the Employee Unit;
 - (f) "Permitted Rent" means \$2.90 per square foot of Gross Floor Area for rental of an entire Employee Unit or \$1000 per bedroom per month in the case of a shared living arrangement.
9. The Owner will not sell or otherwise transfer the Employee Housing Lot or an Employee Housing Unit except to a Qualified Person or a Qualified Business and except in accordance with the terms and conditions set out in this Agreement, the RFR/Option and the resale policies of the WHA.
 10. Except in the case of the first sale of the Employee Housing Lot following subdivision of the Land, the Owner will not accept any offer to purchase the Employee Housing Lot for a purchase price that exceeds the Maximum Price, Resale.
 11. The Owner will not permit an Employee Unit to be Disposed of by sublease or assignment of a Tenancy Agreement except in compliance with this Agreement.
 12. The Owner will give prior written notice of this Agreement to any person to whom it proposes to Dispose of an interest in the Employee Housing Lot or an Employee Unit.
 13. The monthly rent payable for an Employee Unit will not exceed the Permitted Rent, which may be increased once every 12 months, beginning the first anniversary of the day on which this Agreement is fully executed by the Owner and the Municipality and thereafter on each successive anniversary date of such execution, but only by an amount no greater than the annual rent increase allowed under the *Residential Tenancy Act* (British Columbia).

The Owner will not in any circumstance, including on termination of a Tenancy Agreement, increase the monthly rent payable for an Employee Unit by an amount that exceeds the annual rent increase allowable under the *Residential Tenancy Act*.
 14. The Owner must not rent or lease an Employee Unit except in accordance with the following additional conditions:
 - (a) the Employee Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the Owner will not require a Tenant to pay any extra charges or fees for use of any common property, limited common property, parking areas, storage or other common area, or for sanitary sewer, storm sewer, water utilities, or property taxes. For clarity, this section does not apply to cablevision, telephone, other telecommunications, gas

utility or electricity utility fees or charges, provided however, that the Owner may charge a maximum of an additional \$75.00 per month if the Employee Unit is fully furnished and an additional \$25.00 per month if the Employee Unit contains a fully functioning washer and dryer;

- (c) the Owner will attach a copy of this Agreement to the Tenancy Agreement;
 - (d) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
 - (e) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Employee Unit in breach of the use or occupancy restrictions contained in this Agreement;
 - (f) the Tenancy Agreement will identify all occupants of the Employee Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Employee Unit for more than 30 consecutive days in any calendar year;
 - (g) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where the Employee Unit is occupied by more than the number of people the Municipality's building inspector determines can reside in the Employee Unit given the number and size of bedrooms in the Employee Unit and in light of any relevant standards set by the Municipality in any bylaws of the Municipality;
 - (h) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Employee Unit for three consecutive months or longer, notwithstanding the timely payment of rent;
 - (i) the Tenancy Agreement will provide that the Tenant will not sublease the Employee Unit or assign the Tenancy Agreement; and
 - (j) the Owner will deliver a copy of the Tenancy Agreement to the Municipality upon demand.
15. The Owner will terminate any Tenancy Agreement where the Tenant uses, occupies or allows use or occupation of an Employee Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*.
 16. The Municipality may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the Municipality considers desirable.
 17. If the Owner is leasing or renting an Employee Unit, the Owner will, forthwith upon request by the Municipality, and from time to time as the Employee Unit becomes vacant, notify the Municipality and make best efforts to lease or rent the vacant Employee Unit to qualified applicants on WHA's tenancy application list.

18. The Owner will be solely responsible for screening Tenants to determine whether or not they qualify to occupy the Employee Unit in accordance with this Agreement.
19. Upon notice from the executor of the Owner's estate, WHA or the Municipality may, in its sole discretion, waive the RFR/Option and consent to a transfer of the Employee Housing Lot Unit to the children of the deceased Owner, provided that the children of the deceased Owner are at least 19 years old, employed in the Municipality, and plan to reside in the unit as their primary residence. If the children of the deceased Owner own market real estate, they must agree to sell the market real estate within 6 months of taking ownership of the Employee Unit.

An Employee Unit cannot be transferred to an Owner's beneficiary under the age of 19. If the Owner's child or children are not yet of legal age, another family member or legal guardian could reside in the Employee Unit with the child or children until the child or children reach legal age.

20. If an Owner's child is of legal age, employed in the Municipality, does not own other real estate and plans to occupy the Employee Unit as primary residence, the Owner can add the name of the child on to title of the Employee Unit or can transfer the title entirely into the child's name. Title cannot be transferred into a trust.

PART VI – CAPITAL IMPROVEMENTS

21. If the Owner has made capital improvements to an Employee Unit that required the issuance of a building permit by the Municipality but have not been included in calculating the "Value of Improvements", then the Municipality may, in its sole discretion, permit the Owner to increase the sale price for the Employee Unit at the time of resale up to an amount commensurate with the value of capital improvements. If the Owner is dissatisfied with the value of the improvements as determined by the Municipality, the Owner may, at its expense, engage a quantity surveyor to establish the value of such improvements, but the Municipality will in no way be bound by the value established by the quantity surveyor, and the Municipality will, in its sole discretion, determine the permitted increase, if any, in the sale price. For greater certainty, the Municipality will not permit any increase in the sale price for improvements that have been made without a building permit issued by the Municipality.

PART VII – DEMOLITION OF EMPLOYEE UNIT

22. The Owner will not demolish an Employee Unit 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 Employee Unit, and the Owner has delivered to the Municipality a copy of the engineer's or architect's report; or
 - (b) the Employee Unit is damaged or destroyed, to the extent of 40% or more of its value above the foundations, as determined by the Municipality in its sole discretion, acting reasonably, and
 - (c) a demolition permit for the Employee Unit has been issued by the Municipality (unless the Building has, or the Dwelling Units have been destroyed by an accident, act of God,

or sudden and unanticipated force) and the Employee Unit has been demolished under that permit.

Following demolition, and a reconstruction of a replacement residential dwelling unit, the replacement dwelling unit shall be used and occupied only in compliance with this Agreement.

PART VIII - DEFAULT AND REMEDIES

23. The Owner acknowledges that the Municipality requires employee housing to attract employees to work for local businesses and that these businesses generate tax and other revenue for the Municipality and economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the Municipality under this Agreement or at law or equity, if an Employee Unit is used or occupied in breach of this Agreement, the Owner will pay to the Municipality, as a rent charge under section 24, the Daily Amount for each day of the breach of this Agreement. The Daily Amount is increased on January 1 of each year by an amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase in the CCPI between that previous January 1 and the immediately preceding December 31. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the Municipality for the same.
24. The Owner hereby grants to the Municipality a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the Municipality of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the Municipality, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the Municipality in law or in equity.
25. If the Employee Housing Lot is sold for a purchase price exceeding the Maximum Price, Resale in contravention of this Agreement, the Owner will pay the excess (the "Excess Amount") to the Municipality within 30 days after written demand is made by the Municipality. The amount remaining unpaid after the 30 days will bear interest at 10 percent calculated from the due date until the date paid, compounded annually not in advance. The Owner further acknowledges and agrees that the Excess Amount is fair and reasonable and is not to be construed as a penalty or forfeiture but as liquidated damages.

PART IX - INTERPRETATION

26. In this Agreement:
 - (a) 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) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) 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 s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes employees, agents, officers and invitees of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the 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".

PART X - MISCELLANEOUS

- 27. **Housing Agreement.** The Owner acknowledges and agrees that this Agreement constitutes a covenant under s.219 of the *Land Title Act* and a housing agreement entered into under s. 483 of the *Local Government Act*, and the Municipality may file a notice of housing agreement under s.483 of the *Local Government Act* in the LTO against title to the Land.
- 28. **Indemnity.** The Owner will indemnify and save harmless the Municipality and each of its elected officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, 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, employees, agents, contractors or other persons for whom at law the Owner is responsible;
 - (b) the Owner's ownership, lease, operation, management or financing of the Land or any Employee Unit; or
 - (c) any act or omission of the Municipality or any of its elected officials, board members, officers, directors, employees, agents or contractors in carrying out or enforcing this

Agreement, except where such act or omission constitutes a breach of this Agreement by the Municipality or by any other person for whom at law the Municipality is responsible.

29. **Release.** The Owner by this Agreement releases and forever discharges the Municipality and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Employee Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
30. **Survival.** The obligations of the Owner set out in sections 21, 22, 23, and 28 will survive termination of this Agreement.
31. **Municipality's Powers Unaffected.** This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the Municipality under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) impose on the Municipality 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 Land; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
32. **Agreement for Benefit of Municipality only.** The Owner and the Municipality agree that:
 - (a) this Agreement is entered into only for the benefit of the Municipality;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Property, the Land or the building or any portion thereof, including any Employee Unit; and
 - (c) the Municipality 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.
33. **No Public Law Duty.** Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
25. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of Owner set out in the records at the LTO, and in the case of the Municipality addressed:

To: Clerk, Resort Municipality of Whistler,
4325 Blackcomb Way, Whistler, BC V8E 0X5

And to: Whistler Housing Authority,
325-2400 Dave Murray Place, Whistler, BC V8E 0M3

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

26. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
27. **Severability.** 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.
28. **Waiver.** All remedies of the Municipality will be cumulative and may be exercised by the Municipality 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 Municipality exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
29. **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Municipality and the Owner respecting the use and occupation of the Employee Units, and there are no warranties, representations, conditions or collateral agreements made by the Municipality except as set forth in this Agreement.
30. **Further Assurance.** Upon request by the Municipality the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.
31. **Covenant Runs with the Land.** This Agreement burdens and runs with the Land 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 Land. Notwithstanding anything contained herein, neither the Owner named herein nor any future owner of the Land or any portion thereof shall be liable under any of the covenants and agreement contained herein where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Land.
32. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

33. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the Municipality or give the Owner any authority to bind the Municipality in any way.
34. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, 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.

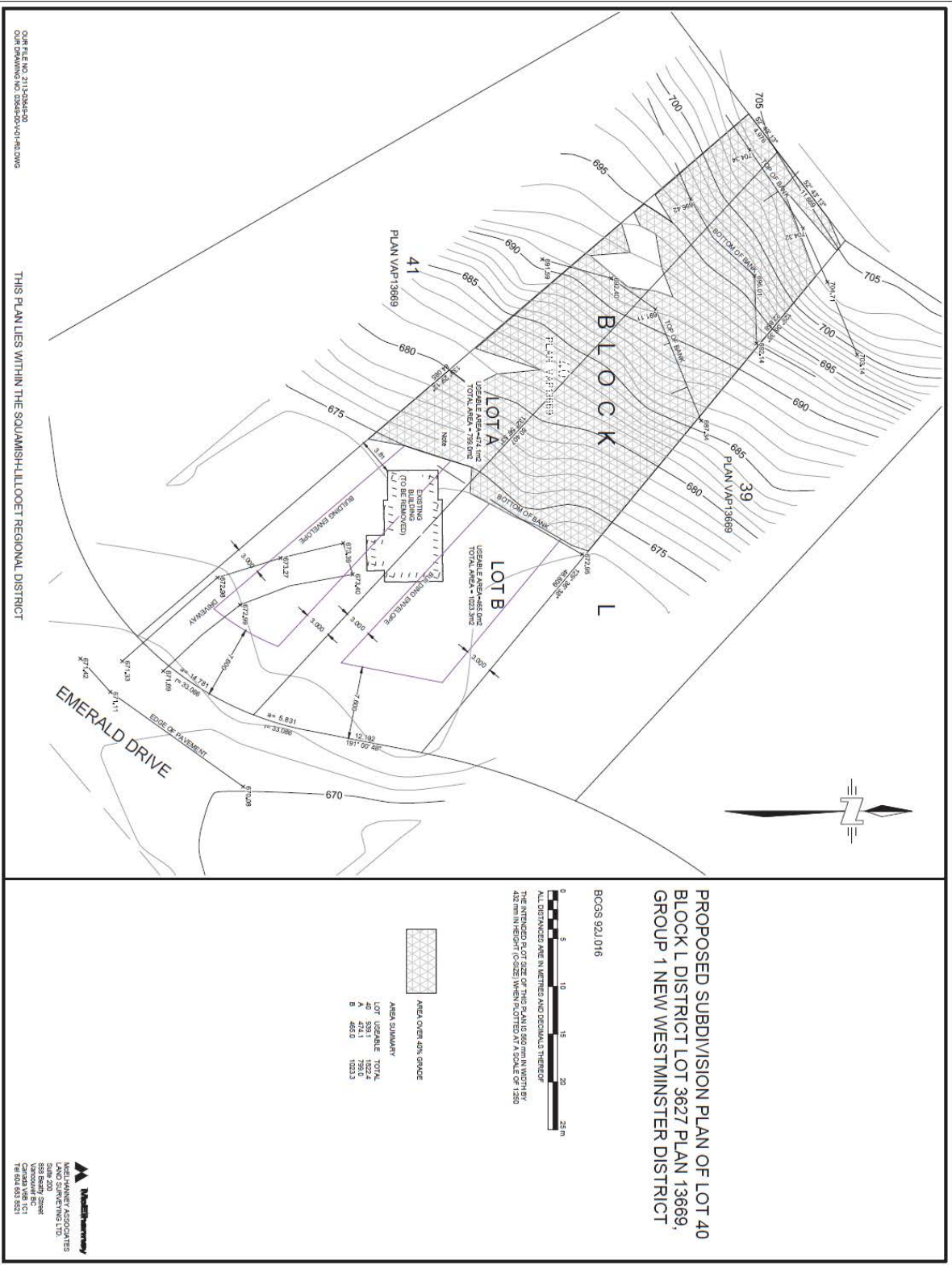
PRIORITY AGREEMENT

BLUESHORE FINANCIAL CREDIT UNION (the "Chargeholder") being the holder of Mortgage No. CA6996910 (the "Charge")

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on the Form D to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A" PROPOSED SUBDIVISION PLAN



SCHEDULE "B" STATUTORY DECLARATION

IN THE MATTER OF A HOUSING AGREEMENT WITH THE RESORT MUNICIPALITY OF WHISTLER

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner of _____ (the "Employee Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Employee Unit.
3. For the period from _____ to _____ (the "Period") the Employee Unit was occupied by at least one Qualified Person (as defined in the Housing Agreement). The names and current addresses of all persons who occupied the Employee Unit during the Period appear below, and in the case of Qualified Persons, the names and current address of their employers also appear below:

Names, addresses, email and phone numbers of all Qualified Persons, and all other occupants:

Names, addresses, email and phone numbers of Employers of Qualified Persons:

4. During the Period, the monthly rent charged for the Employee Unit did not exceed the Permitted Rent. The total monthly rent charged for the Employee Unit was _____. If the total monthly rent charged was paid by different tenants, the amount paid by each tenant was as follows:

Tenants name(s) and amount of rent paid:

5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the Employee Unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

DECLARED BEFORE ME at the _____, British Columbia,
this _____ day of _____

A commissioner for taking Affidavits for British Columbia

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SCHEDULE “C” MAXIMUM PRICE, RESALE CALCULATION

- I. In this Schedule, the following terms shall have the following meanings:
 - a. “Appraisal” means a written appraisal obtained by a party at his cost, prepared to the standard that is typically required for insurance purposes by an independent appraiser who has experience in appraising single family homes, has a CRA or AAIC designation from the Appraisal Institute of Canada or its successor or an equivalent appraiser designation.
 - b. “Depreciation” means the amount as evidenced by observed condition in comparison with new units of like kind, with consideration of physical deterioration and functional and economic factors deemed relevant by the appraiser as of the effective date of the Appraisal.
 - c. “Replacement Cost” means the estimated cost to construct, at current prices as of the effective date of the Appraisal, a new building or part thereof, as applicable, with utility equivalent to the improvements, or the improvements being replaced, using modern materials and current standards, design and layout.

- II. For the purpose of determining the Value of Improvements since the Previous Sale, the following provisions shall apply:
 - a. in respect of improvements for which the Municipality has issued a final occupancy permit, within 60 days from the issuance of the occupancy permit the Owner must submit one Appraisal to the Municipality, which shall have been prepared within 60 days from the date of the Appraisal’s delivery to the Municipality;
 - b. in respect of other improvements, the Owner may submit an Appraisal to the Municipality within 60 days of the date the Appraisal was prepared,
 - c. the appraiser will determine the Replacement Cost as of the date of the Appraisal of all improvements constructed since the Previous Sale and shown in building permits issued by the Municipality for the Employee Housing Lot, together with all landscaping and structures for which a building permit was not required to be issued by the Municipality (e.g. for sheds or other similar structures) and the Replacement Cost determined under this section will be adjusted for Depreciation as determined by the appraiser;

- d. if the Municipality concludes the Appraisal does not meet the requirements outlined in this Agreement and is dissatisfied with the value of improvements determined by the Appraisal, the Municipality may, at its expense, engage another appraiser to complete a second Appraisal. The parties agree that the Municipality will in no way be bound by the value established by the second Appraisal but that the average of the appraised values set forth in the two Appraisals may form the value of improvements at the Municipality's sole discretion;
- III. In the case of improvements for which the Municipality has issued an occupancy permit, the Value of Improvements may be increased by the percentage Change in CCPI since the date occupancy permit was issued.

Schedule D – Form of RFR / Option to Purchase

Schedule D to Housing Agreement

FORM OF RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE

RECITALS:

- A. The Owner is the registered owner of the land more particularly described as

[insert legal description, not known until subdivision plan prepared]

the “Property”;
- B. The Property was created by the subdivision of a parcel of land that was, before subdivision, more particularly described as Lot 40, Block L, District Lot 3627, Plan 13669 PID: 008-515-964 (the “Land”);
- C. The Property is subject to a Housing Agreement between the Owner and the Municipality under section 483 of the *Local Government Act*, notice of which is registered under number _____, and a covenant registered under number _____, relating to certain restrictions on the use, subdivision and occupancy of the Property (and together the Housing Agreement and the covenant are referred to in this Agreement as the “Housing Agreement”);
- D. The purpose of the Housing Agreement and this Agreement is to ensure the Property is used solely for the provision of affordable housing for qualified local Employees or Retirees;
- E. The Owner has built or may build one or two residential dwelling units on the Property; and
- F. In order to ensure that the Property is occupied and Disposed of in accordance with the Housing Agreement the Owner agrees to grant to the Municipality a right of first refusal to purchase and an option to purchase the Property on the terms and conditions set out in this Agreement.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it and in consideration of the payment of \$2.00 by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

PART I – DEFINITIONS

1.1 Definitions

Capitalized terms used in this Agreement and in the Recitals above shall have the following meanings:

- a. “Agreement” means these Terms of Instrument together with the General Instrument;
- b. “Arm’s length” means a market transaction between unrelated parties, each acting in his or her own self-interest;

- c. "Base Maximum Price" means the purchase price of the Property which is the price paid by the First Purchaser as set out in the copy of the Bona Fide Offer for the sale to the First Purchaser that is delivered to the Municipality by the Owner in connection with the Owner's obligation to give notice to the Municipality of a Bona Fide Offer pursuant to the terms of this Agreement;
- d. "Bona Fide Offer" means an offer to purchase the Property from the Owner:
 - i. in writing;
 - ii. signed by an Outside Offeror;
 - iii. in a form legally enforceable against the Outside Offeror and subject to no conditions except for the Municipality's Subject;
 - iv. providing for a deposit of not less than 5% of the proposed purchase price within 72 hours of the removal or waiver of the Municipality's Subject;
 - v. for a purchase price that does not exceed the Maximum Price, Resale but may be less than the Maximum Price, Resale;
 - vi. providing that if the Municipality does not exercise the RFR, the Outside Offeror will grant to the Municipality a right of first refusal and option to purchase the Property upon the same terms and conditions as set forth in this Agreement;
 - vii. providing that the Outside Offeror will not assign or transfer the contract for the purchase of the Property; and
 - viii. confirming that the Outside Offeror has read and understood the terms of this Agreement, all other charges in favour of the Municipality that are registered in the LTO against the Property and that the Outside Offeror agrees to be bound by the owner's obligations pursuant to such charges.
- e. "Business Day" means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays, excluding any day that the LTO is not open for business;
- f. "CCPI" means the Consumer Price Index, all items excluding eight of the most volatile components, as defined by the Bank of Canada, or its successor in function, and excluding the effect of changes in direct taxes;
- g. "Change in CCPI" means the percentage change from the monthly CCPI published immediately prior to the date of Previous Sale to the monthly CCPI published immediately prior to the date of contracting for next transfer. Where the CCPI has increased since the date of Previous Sale, the Change in CCPI is positive. Where the CCPI has decreased since the date of Previous Sale, the Change in CCPI is negative.
- h. "Contaminant" has the meaning given to it in Section 5.7(g);

- i. "Completion Date" has the meaning given to it in Section 5.2;
- j. "Discharge" has the meaning given to it in Section 3.1(d)(iii)(3);
- k. "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things;
- l. "Efforts to Sell" means the best efforts of the Owner to sell the Property using all reasonable means including, listing the Property for sale with a licensed real estate agent, advertising the Property for sale in the local newspapers, posting "for sale" signs on any bulletin boards or websites maintained by or on behalf of the Municipality for sale of employee housing, and offering to sell the Property to the Municipality on the following terms:
 - i. specifying in a written notice that it is offering to sell the Property to the Municipality in accordance with Part III of this Agreement;
 - ii. giving the Municipality the exclusive right for 14 Business Days from the date on which the Municipality receives the notice from the Owner pursuant to Part III of this Agreement, to give a written notice to the Owner agreeing to purchase the Property for the purchase price which does not exceed the Maximum Price, Resale and on the terms that are set out in Part V of this Agreement.
- m. "Election Period" has the meaning given to it in Section 3.1(b)
- n. "Employee" means a person who is either employed or self-employed for an average of not less than 30 hours per week on an annual basis, by a Qualified Business;
- o. "First Purchaser" means the person to whom the Property is first transferred following the subdivision of the Land that created the Property;;
- p. "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all schedules and addenda to the Form C charging the Property;
- q. "Housing Agreement" has the meaning given to it in Recital C to this Agreement, and includes any replacements of that agreement registered in the LTO from time to time;
- r. "Legal Representative" has the meaning given to it in Section 3.1(d)(iii)(4);
- s. "Lender" means a mortgagee that is a bank or other financial institution established or regulated under any enactment of British Columbia or Canada, or a receiver or receiver-manager acting on behalf of such mortgagee;
- t. "LTO" means the New Westminster/Vancouver Land Title Office or its successor;

- u. "Maximum Price, Resale" means the Previous Sale Price plus the product of the Previous Sale Price multiplied by the Change in CCPI, plus the Value of Improvements, if any. Where the Change in CCPI is negative or cannot be determined, the Maximum Price, Resale shall be the Previous Sale Price plus the Value of Improvements, if any;
- v. "Municipality" means the Resort Municipality of Whistler;
- w. "Municipality's Subject" means the following clauses:

The obligation of the seller to complete the sale of the Property is subject to the following (the "Seller's Conditions"):

- i. the seller notifying the buyer in writing not later than 14 Business Days that the Municipality has approved the terms of the sale of the Property to the buyer and that the Municipality has decided not to exercise its Option or the RFR with respect to this transaction only; and
- ii. the seller notifying the buyer in writing not later than 14 Business Days that the Municipality has confirmed the buyer's eligibility to own the Property.

The Seller's Conditions are for the sole benefit of the Seller and may be satisfied by the Seller by notice in writing to the Buyer. If the Seller's Conditions are not satisfied on or before the date specified for their removal, this agreement [the purchase agreement] will be automatically terminated, the deposit will be returned to the buyer, and neither party will have any further obligation to the other under this agreement.

- x. "New Form C" has the meaning given to it in Section 3.1(d)(iii)(3);
- y. "Notice" has the meaning given to it in Section 3.1(b);
- z. "Option" means the option to purchase the Property granted by the Owner to the Municipality pursuant to Part IV of this Agreement;
- aa. "Outside Offeror" means a purchaser or prospective purchaser of the Property who deals at Arm's length with the Owner of the Property and who is eligible to purchase the Property under this Agreement;
- bb. "Owner" means the Transferor described in the General Instrument and any subsequent owner of the Property who must be a Qualified Person and includes any person who is a registered owner in fee simple of the Property from time to time;
- cc. "Permitted Encumbrance" has the meaning given to it in Section 5.3;
- dd. "Previous Sale" means the most recent transfer of the Property;
- ee. "Previous Sale Price" means the sale price of the previous sale of the Property;

- ff. "Property" means the Employee Lot and all buildings and other structures and improvements from time to time thereon and thereto, including any residential dwelling unit or units;
- gg. "Purchase Price" has the meaning given to it in Section 5.1;
- hh. "Qualified Business" means a business having an office or other business premises physically located within the boundaries of the Municipality, or at the Whistler Olympic Park, and that:
 - i. Holds a valid business license issued by the Municipality, where such licence is required by bylaw, and,
 - ii. Primarily and directly services the Municipality's residents, homeowners, businesses or tourists, and either:
 - A. For commercial (non-residential) premises, provides services within the Municipality's boundary; or,
 - B. For a home-based or mobile business, generates ore than 75% of business income from the Municipality's local residents, tourists or the Municipality's local businesses.
- ii. "Qualified Person" means an Employee or Retiree who does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world, unless:
 - i. The person is "underhoused" whereby:
 - A. A single individual or couple owns a dwelling, which they reside in as their primary residence, and it is less than 400 sq. ft.
 - B. A couple/single parent with one or more children owns a dwelling, which they reside in as their primary residence, and it is less than 850 sq. ft.
 - ii. the real estate he or she owns is located in Squamish or Pemberton and is occupied as their primary residence; and

that person enters into an agreement with the Municipality to sell his or her interest in the real property within the time period specified by the Municipality, acting reasonably, or that person enters into an agreement with the Municipality with respect to the real property and the Property on terms acceptable to the Municipality in its sole discretion;
- jj. "Retiree" means an individual who is at least 55 years old, and has ceased active full-time employment but who was an Employee for at least ten of the twelve years prior to ceasing employment;
- kk. "Statutory Declaration" has the meaning given to it in Section 5.7(e);

- ll. "Value of Improvements" shall be given the meaning provided in, and calculated in accordance with, the Housing Agreement.
- mm. "RFR" means the right of first refusal granted in Part III of this Agreement; and
- nn. "Transfer" has the meaning given to it in Section 5.9(a).

PART II – DISPOSITION OF PROPERTY

2.1 Limits on Disposition

The Owner covenants and agrees that the Owner will not Dispose of the Property except in accordance with this Agreement, the Housing Agreement, and the resale policies of Whistler Housing Authority Ltd. or its successor.

2.2 Disposition only to Outside Offeror

Without limiting the preceding section, the Owner will not Dispose of the Property other than to the Municipality or to an Outside Offeror pursuant to a Bona Fide Offer.

PART III - RIGHT OF FIRST REFUSAL

3.1 Right of First Refusal

The Owner covenants and agrees as follows:

- a. The Owner will not Dispose of the Property for any consideration not consisting entirely of lawful money of Canada;
- b. If the Owner receives a Bona Fide Offer to purchase the Property which the Owner is willing to accept, then the Owner must offer to sell the Property to the Municipality on the terms that are set out in Part V of this Agreement, by giving to the Municipality a notice in writing (the "**Notice**") attached to a copy of the Bona Fide Offer. The Municipality will have the exclusive right for 14 Business Days (the "**Election Period**") from the date on which the Municipality receives from the Owner the Notice and a copy of the Bona Fide Offer within which to notify the Owner that the Municipality is exercising the RFR and the Municipality has elected to purchase the Property on the terms set out in Part V of this Agreement. The Owner agrees that the Municipality's Election Period to purchase the Property will not start to run until the Owner gives to the Municipality the Notice of the Bona Fide Offer with the only condition precedent or subject in the Bona Fide Offer being the Municipality's Subject;
- c. If the Municipality wishes to exercise this RFR, the Municipality will give the Owner written notice of such exercise on or before the end of the Election Period. If the Municipality exercises this RFR, the Municipality shall have the right to assign the Bona Fide Offer to a third party designee of its choice;
- d. If the Municipality does not exercise this RFR with respect to a specific Bona Fide Offer, the Municipality's rights under this RFR with respect to the particular Bona Fide Offer will be waived, but only if it is a Bona Fide Offer and only if the terms of sale between the Outside Offeror and

the Owner are in strict compliance with the terms stated in the Bona Fide Offer, and only if the Owner complies with the following requirements:

- i. the Owner delivers to the Municipality, within 5 Business Days after the expiry of the Election Period, written proof, satisfactory to the Municipality, in its sole discretion, that the purchaser is an Outside Offeror, and that the Outside Offeror agrees to be bound by all the agreements in favour of the Municipality which affect the Property;
- ii. the Owner does not remove the second part of the Municipality's Subject until such time as the Municipality informs the Owner that it is satisfied with the information provided pursuant to sub-section (i) herein;
- iii. at least 5 Business Days before completion of the sale pursuant to the Bona Fide Offer the Owner delivers to the Municipality the following:
 - (1) written proof, satisfactory to the Municipality, in its sole discretion, that the purchase price payable under the Bona Fide Offer does not exceed the Maximum Price, Resale, except where the subject sale is to the First Purchaser;
 - (2) signed Form C duly executed by the Outside Offeror granting to the Municipality an option to purchase and a right of first refusal to purchase the Property (the "**New Form C**") on substantially the same terms as set out in this Agreement, with such amendments as the Municipality may reasonably require;
 - (3) a discharge of the RFR and Option in this Agreement (the "**Discharge**") for execution by the Municipality;
 - (4) undertakings from the solicitor or notary for the Outside Offeror (the "**Legal Representative**") on terms satisfactory to the Municipality, including that:
 - (a) the Legal Representative will only register the Discharge only if it is done concurrently with the registration of the New Form C;
 - (b) the Legal Representative will ensure that the New Form C is registered against title to the Property in priority to all mortgages and other financial liens, charges and encumbrances, except for those in favour of the Municipality or approved in writing by the Municipality;
 - (c) forthwith after registration of the New Form C, provide to the Municipality copies of the Discharge and the New Form C with registration particulars endorsed thereon, and a copy of the State of the Title Certificate for the Property confirming registration of the New Form C; and
 - (5) a copy of the vendor's statement of adjustments for the Property certified to be true by the Legal Representative; and

- iv. upon request by the Municipality, the Owner delivers to the Municipality such further evidence as the Municipality may reasonably require to confirm the purchase price of the Property, and to confirm that the Outside Offeror has granted to the Municipality an option to purchase and a right of first refusal to purchase the Property.

PART IV - GRANT OF OPTION

4.1 Grant of Option

The Owner hereby grants to the Municipality the sole and exclusive irrevocable option to purchase the Property on the terms of this Agreement.

4.2 Exercise of Option

Subject to Section 4.3, the Option may be exercised by or on behalf of the Municipality at any time by the Municipality giving written notice to the Owner in the manner set out in this Agreement for the giving of notices.

4.3 Triggering Event

The Option may only be exercised by the Municipality in the event the Owner has breached any of the Owner's obligations contained in the Housing Agreement, or this Agreement, or upon the Owner advising the Municipality in writing of its intention to transfer or sell the Property.

4.4 Binding Agreement

If the Municipality exercises the Option, this Agreement will become a binding agreement for the purchase and sale of the Property, which shall be completed up the terms and conditions contained in this Agreement.

PART V – TERMS OF PURCHASE AND SALE

5.1 Purchase Price

Subject to adjustments as provided in this Agreement, the purchase price of the Property (the "**Purchase Price**") is the lesser of:

- a. the purchase price set out in the Bona Fide Offer (if any); and
- b. the Maximum Price, Resale.

5.2 Completion Date

The purchase of the Property by the Municipality will be completed on the date ("**Completion Date**") to be chosen by the Municipality, acting reasonably, such date not to be later than 30 Business Days after the Municipality gives to the Owner its notice of intention to exercise the Option or after the Municipality gives to the Owner its notice of exercise of the RFR.

5.3 Permitted Encumbrances

On the Completion Date, the Owner will convey the Property to the Municipality or to the Municipality's designee, subject only to the registered non-financial charges on title to the Property at the time of registration of this Agreement (the "**Permitted Encumbrances**"), and free and clear of all mortgages and other financial liens, charges and encumbrances, provided that the Owner is entitled to use the Purchase Price to discharge any mortgage registered against title to the Property, in accordance with Section 5.10.

5.4 Vacant Possession

The Owner will give vacant possession of the Property to the Municipality, subject only to existing tenancies in favour of Employees or Retirees permitted by the Housing Agreement, following payment of the adjusted Purchase Price to the Owner on the Completion Date.

5.5 Adjustments

All adjustments, both incoming and outgoing, in connection with the purchase and sale of the Property, including adjustments of taxes, rates, rents, security deposits, strata fees and other matters usually the subject of adjustment between vendor and purchaser, as well as adjustments for any amounts payable by the Owner to the Municipality pursuant to the terms of this Agreement or the Housing Agreement, will be made as at the Completion Date.

5.6 Other Steps

The Owner covenants and agrees that it will, from and after the date of the application to register this Agreement in the LTO, take or cause to be taken all proper steps and actions and corporate proceedings to enable the Owner to vest a good and marketable title to the Property in the Municipality on the Completion Date, free and clear of all liens, encumbrances, defects in title, equities or claims of every nature and kind except for Permitted Encumbrances and to enable the Owner to carry out the sale of the Property and to execute and deliver this Agreement as valid and binding obligations of the Owner.

5.7 Owner's Representations, Warranties and Covenants

The Owner hereby represents and warrants to and covenants and agrees with the Municipality that the following are true and accurate on the date the Owner executes this Agreement and will be true on the Completion Date:

- a. If the Owner is a corporation, the Owner has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
- b. If the Owner is a corporation, the Owner is in good standing with the Registrar of Companies for British Columbia and has made all necessary filings with the Registrar as required by the applicable legislation;
- c. If the Owner is a corporation, the Owner is duly incorporated and validly existing under the laws of British Columbia and has the power and capacity to enter into and carry out the transaction provided for in this Agreement;

- d. The Owner has a good, safe holding and marketable title to the Property;
- e. The Owner is a resident of Canada within the meaning of the *Income Tax Act* (Canada) and will provide the Municipality with a Statutory Declaration of this, in the Municipality's form, at least 10 days before the Completion Date (the "**Statutory Declaration**"). If the Owner should breach this Agreement by failing to provide the Statutory Declaration, the Municipality may choose to complete the purchase of the Property and withhold 50% of the Purchase Price until the residency of the Owner is resolved to the Municipality's satisfaction;
- f. the Owner has no indebtedness or obligation to any person which might at the Completion Date or afterwards constitute a lien, charge or encumbrance on the Property;
- g. the Owner has not used the Property or permitted any use of the Property, to store, manufacture, dispose of, emit, spill, leak, generate, transport, produce, process, release, discharge, landfill, treat or remediate any explosive, radioactive material, asbestos, urea formaldehyde, chlorobiphenyl, hydrocarbon, underground tank, pollution, contamination, hazardous substance, corrosive substance, toxic substance, special waste, waste, or matter of any kind which is or may be harmful to human safety or health or to the environment, including anything the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, remediation or release into the environment of which is now or at any time after the execution of this Agreement is prohibited, controlled, regulated or licensed under any laws applicable to the Property ("**Contaminant**");
- h. the Owner has not caused or permitted, the storage, manufacture, disposal, emission, spilling, leakage, treatment, generation, transportation, production, processing, release, discharge, landfilling, treatment or remediation of any Contaminant in, on, under or from the Property; and
- i. the Owner has at all times used the Property in compliance with all laws relating to Contaminants and to the environment.

5.8 Indemnity

The Owner shall indemnify and save harmless the Municipality and Whistler Housing Authority Ltd., and each of their elected and appointed officials, officers, directors, board members, employees and agents, and their heirs, executors, administrator, personal representatives, successors, and assigns from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs (including remediation costs and costs of compliance with any law, and legal fees and disbursements), expenses, fines and penalties, suffered or incurred by the Municipality, the Whistler Housing Authority Ltd., or any other listed above by reason of or related to or connected with:

- a. a breach of any representation or warranty, covenant or agreement of the Owner set forth in this Agreement;

- b. any Contaminants on the Property arising during the ownership of the Owner; and
- c. any wrongful act, omission or negligence of the Owner or a person for whom he is responsible in law.

The obligation to indemnify and save harmless will survive the transfer of the Property or any termination of this Agreement.

5.9 Closing Documents

Before the Completion Date, the Municipality or Municipality's designee will deliver to the Owner's solicitors for execution by the Owner:

- a. Form A Transfer transferring the fee simple title to the Property to the Municipality, or Municipality's designee, ("**Transfer**");
- b. Vendor's Statement of Adjustments;
- c. the Statutory Declaration; and

at least 3 days before the Completion Date, the Owner will deliver to the Municipality's solicitors or notaries the above documents duly executed on behalf of the Owner, in registrable form, on undertakings consistent with this Agreement.

5.10 Closing Procedures

- a. On the Completion Date, after the adjusted Purchase Price (less any proceeds of a new mortgage to be granted by the Municipality, or Municipality's designee) has first been deposited in the trust account of the Municipality, or Municipality's designee's, or Municipality's solicitors, the Municipality will apply to register the Transfer in the LTO; and
- b. after application has been made to register the Transfer, and if applicable the new mortgage, in the LTO, and upon receipt of a satisfactory post-index search of the title to the Property indicating that in the normal course of LTO procedure the Municipality, or its designee, will become the registered owner of the Property free and clear of all mortgages and other financial liens, charges and encumbrances, other than any mortgage to be discharged as provided herein, the Municipality will, or cause its designee, to pay the Owner's solicitor or notary public the adjusted Purchase Price by solicitor's trust cheque made available for pick up by the Owner's solicitor or notary public, on the Canadian Bar Association, BC Branch standard undertaking of the Owner's solicitor or notary public to discharge any mortgage or other financial charge from title to the Property forthwith following completion.

5.11 Risk

The Property will be at the Owner's risk until the Completion Date and will thereafter be at the risk of the Municipality. In the event of loss or damage to the Property occurring before the

completion of the closing on the Completion Date by reason of fire, tempest, lightning, earthquake, flood or other acts of God, explosion, riot, civil commotion, insurrection or war, the Municipality, at the Municipality's option, may cancel this Agreement.

5.12 Investigations

The Municipality, its agents and employees, have the licence, conditional on providing 48 hours prior written notice to the Owner, to enter upon and into the Property from time to time prior to the Completion Date, at the Municipality's sole risk and expense, for the purpose of making reasonable inspections, surveys, tests and studies of the Property.

5.13 Associated Costs

The Municipality will pay or cause its designee to pay:

- a. any property transfer tax payable by it under the *Property Transfer Tax Act* (British Columbia), if applicable;
- b. LTO registration fees in connection with the transfer of the Property to the Municipality, or the Municipality's designee;
- c. the Municipality's legal fees and disbursements but not the Owner's, and
- d. all goods and services tax, if any, payable in respect of transfer of the Property to the Municipality, or Municipality's designee, under the *Excise Tax Act* (Canada).

PART VI - EXCEPTIONS TO RIGHT OF FIRST REFUSAL AND OPTION

6.1 Exceptions to Right of First Refusal and Option

Notwithstanding any other provision in this Agreement, if the Owner is a Lender and the Lender has for a period of at least 120 days made Efforts to Sell the Property subject to the Housing Agreement and subject to this Agreement, but despite such Efforts to Sell has been unable to enter into a Bona Fide Offer or to sell the Property to the Municipality, the Municipality agrees that upon such Owner who is a Lender providing the Municipality with evidence of such Efforts to Sell satisfactory to the Municipality, acting reasonably, the Municipality may execute and deliver to such Owner who is a Lender a complete discharge of the Housing Agreement and this Agreement, in registrable form.

PART VII - INTERPRETATION

7.1 Interpretation

In this Agreement:

- a. 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. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- f. time is of the essence;
- g. reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- h. 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".

PART VIII - MISCELLANEOUS

8.1 Municipality not Obligated to Exercise Right of First Refusal or Option

The Owner acknowledges and agrees that the Municipality is under no obligation to exercise its Option or the RFR.

8.2 Duration of Option and Right of First Refusal

The Option and the RFR are effective until the date that is 80 years less a day after the date on which the Form C referring to this Agreement is deposited for registration in the LTO.

8.3 Modification

This Agreement may be modified or amended from time to time by the Municipality and the person who is the current registered Owner of the Property, if it is signed by the Municipality and the person who is the current registered owner of the Property. The Municipality may, in its absolute and unfettered discretion provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the Municipality considers desirable.

8.4 Assignability

The Municipality may assign the Option or the RFR to any person and if the Municipality exercises the Option, thus creating a contract for the purchase and sale of the Property, or the Municipality has the contractual right to buy the Property under the RFR, the Municipality may assign its contractual right to any person qualified to purchase the Property under the Housing Agreement, and in any case, upon such assignment the Municipality will have no further

obligation under this Agreement with respect to the rights or interests assigned by the Municipality. Upon such assignment, with respect to the assigned contractual rights referenced in this Agreement to obligations of the Municipality refer to the assignee.

8.5 Municipalities Powers Unaffected

This Agreement does not:

- a. affect or limit the discretion, rights, duties or powers of the Municipality or Whistler Housing Authority Ltd. under any enactment or at common law, including in relation to the use or subdivision of the Property;
- b. impose on the Municipality or Whistler Housing Authority Ltd. 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 Property; or
- d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Property.

8.6 Agreement for Benefit of Municipality Only

The Owner and the Municipality agree that:

- a. this Agreement is entered into only for the benefit of the Municipality;
- b. this agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Property;
- c. the Municipality 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.

8.7 No Public Law Duty

Where the Municipality or the Whistler Housing Authority Ltd. is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality and the Whistler Housing Authority are under no public law duty of fairness or natural justice in that regard and agrees that the Municipality and the Whistler Housing Authority may do any of those things in the same manner as if they were a private party and not a public body.

8.8 Costs

Unless otherwise specified in this Agreement, the Owner will comply with all the requirements of this Agreement at its own cost and expense and will pay to the Municipality, on request, all reasonable costs or expenses it incurs in connection with this Agreement.

8.9 Notice

Any notice required or permitted to be given hereunder or for the purposes hereof to any party shall be given or made in writing and either delivered personally or sent by facsimile, sent by electronic courier (email) at the respective address and/or fax number or registered mail, postage prepaid, addressed as follows:

In the case of a notice to the Municipality:	Resort Municipality of Whistler Attention: Corporate Officer 4325 Blackcomb Way Whistler, BC V8E 0X5
With a copy to:	Whistler Housing Authority Ltd. 325-2400 Dave Murray Place Whistler, BC V8E 0M3 Facsimile No. 604.932.4461
In the case of a notice to the Owner:	to the postal address of Owner set out in the records at the LTO or delivered to the Owner by delivery to the Property or sent by electronic courier (email) or facsimile to the email address on record for the Owner with the Whistler Housing Authority Ltd.

The time of giving or making such notice, demand, request, consent, or objection shall be, if delivered, on the day of delivery thereof, if sent by facsimile or by electronic courier (email), on the next Business Day and if mailed, then on the fourth (4th) Business Day after the day of the mailing thereof; provided that, if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown, or other labour dispute which might affect delivery of such notice, then such notice shall only be effective if actually delivered. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

8.10 Enurement

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, heirs, executors, administrators and personal representatives, notwithstanding any rule of law or equity to the contrary.

8.11 Severance

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.

8.12 Waiver

All remedies of the Municipality will be cumulative and may be exercised by the Municipality in any order or concurrently in case of any breach by the Owner and each remedy may be

exercised any number of times with respect to each breach. Waiver of or delay in the Municipality exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

8.13 Entire Agreement

This Agreement, the Housing Agreement and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the Municipality and the Owner respecting the use, occupation, and Disposition of the Property, and there are no warranties, representations, conditions or collateral agreements made by the Municipality except as expressly set forth in this Agreement.

8.14 Further Assurances

Upon request by the Municipality the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.

8.15 Runs with the Property

This Agreement burdens and runs with the Property and every parcel into which it is consolidated or subdivided by any means, including by subdivision under the *Land Title Act* (British Columbia) or by strata plan under the *Strata Property Act* (British Columbia). 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 Property.

8.16 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement or the Option and RFR and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement or the Option and RFR.

8.17 No Agency

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the Municipality or give the Owner any authority to bind the Municipality in any way.

8.18 Governing Law

The laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, 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.

8.19 Contract and Deed

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

END OF DOCUMENT

RESORT MUNICIPALITY OF WHISTLER

FIVE-YEAR FINANCIAL PLAN 2020–2024 AMENDMENT BYLAW NO. 2266, 2020

A BYLAW TO AMEND “FIVE-YEAR FINANCIAL PLAN 2020–2024 BYLAW NO. 2258, 2019”

WHEREAS the Council must have a financial plan pursuant to Section 165 of the *Community Charter*;

AND WHEREAS the Council deems it necessary and appropriate to amend the five-year financial plan for the years 2020 to 2024;

NOW THEREFORE the Council of the Resort Municipality of Whistler in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited for all purposes as the “Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2266, 2020”.
2. Schedules “A” and “B” of the “Five-Year Financial Plan 2020-2024 Bylaw No. 2258, 2019” are replaced by Schedules “A” and “B” attached to and forming part of this Bylaw.

GIVEN FIRST, SECOND, and THIRD READINGS this 21st day of January, 2020.

ADOPTED by Council this ____ day of _____, 2020.

Jack Crompton,
Mayor

Alba Banman,
Acting Municipal Clerk

I HEREBY CERTIFY that this is a true copy of
“Five-Year Financial Plan 2020-2024
Amendment Bylaw No. 2266, 2020”.

Alba Banman,
Municipal Clerk

**RESORT MUNICIPALITY OF WHISTLER
FIVE-YEAR FINANCIAL PLAN 2020 - 2024
CONSOLIDATED OPERATING SUMMARY**

**BYLAW 2266, 2020
SCHEDULE A**

	2020	2021	2022	2023	2024
REVENUE					
General Fund					
Property Taxes	40,279,453	41,789,932	43,357,055	44,982,945	46,669,805
Other Property Tax	1,038,450	1,286,815	1,310,706	1,335,134	1,360,112
Government Grants	704,742	705,000	710,000	715,000	715,000
Fees and Charges	12,545,859	12,796,776	13,052,712	13,313,766	13,580,041
Investment Income	2,430,590	2,500,590	2,610,590	2,760,590	2,930,590
RMI Grant	7,500,000	6,900,000	6,900,000	6,900,000	6,900,000
MRDT	10,000,000	10,000,000	10,275,000	10,634,625	10,868,587
Works and Service Charges	452,000	475,000	475,000	475,000	475,000
Water Fund					
Parcel Taxes	4,046,253	4,127,178	4,209,722	4,293,916	4,379,794
Fees and Charges	3,077,667	3,139,220	3,202,005	3,266,045	3,331,366
Works and Service Charges	50,000	50,000	50,000	50,000	50,000
Sewer Fund					
Parcel Taxes	4,269,708	4,355,102	4,442,204	4,531,048	4,621,669
Fees and Charges	3,973,508	4,052,978	4,134,038	4,216,718	4,301,053
Works and Service Charges	160,000	175,000	175,000	175,000	175,000
Solid Waste Fund					
Fees and Charges	5,933,108	6,051,770	6,172,806	6,296,262	6,422,187
Government Grants	554,096	550,000	500,000	525,000	550,000
	97,015,434	98,955,363	101,576,836	104,471,049	107,330,204
EXPENDITURE					
General Fund					
Payroll and Goods & Services	54,880,686	56,966,152	59,130,866	61,377,839	63,710,197
Debt Interest & Principal	237,817	237,817	237,817	237,817	237,817
Residents & Partners	8,191,600	8,191,600	8,416,869	8,711,459	8,903,112
Contingency	565,728	602,310	623,345	645,148	667,747
Water Fund					
Payroll and Goods & Services	1,992,331	2,032,177	2,072,821	2,114,277	2,156,563
Debt Interest & Principal	-	-	-	-	-
Sewer Fund					
Payroll and Goods & Services	2,546,392	2,597,320	2,649,266	2,702,252	2,756,297
Debt Interest & Principal	1,038,986	1,038,986	878,986	878,986	878,986
Solid Waste Fund					
Payroll and Goods & Services	5,248,939	5,327,673	5,407,588	5,488,702	5,571,033
Debt Interest & Principal	472,255	472,255	472,255	472,255	472,255
	75,174,734	77,466,290	79,889,813	82,628,735	85,354,005

**RESORT MUNICIPALITY OF WHISTLER
FIVE-YEAR FINANCIAL PLAN 2020 - 2024
CONSOLIDATED OPERATING SUMMARY**

**BYLAW 2266, 2020
SCHEDULE A Cont'd**

	2020	2021	2022	2023	2024
TRANSFERS TO (FROM)					
OTHER FUNDS / RESERVES					
Interest Paid to Reserves	2,075,000	2,251,065	2,348,489	2,484,978	2,637,978
Recreation Works Charges Reserve	250,000	245,000	260,000	260,000	260,000
Transportation Works Charges Reserve	200,000	175,000	200,000	210,000	220,000
Employee Housing Charges Reserve	2,000	5,000	5,000	5,000	5,000
RMI Reserve	3,270,412	2,250,000	1,950,000	1,050,000	1,050,000
MRDT Reserve	(133,095)	315,000	285,000	410,720	(82,000)
General Capital Reserve	5,637,031	6,172,068	6,499,156	6,844,235	7,208,293
Parking Reserve	-	-	-	-	-
Parkland and ESA Reserve	-	-	-	-	-
Vehicle Replacement Reserve	1,028,214	1,077,476	1,028,612	1,138,723	1,129,852
General Operating Surplus (Deficit)	-	-	-	-	-
General Operating Reserve	1,261,430	1,111,430	1,118,450	1,339,503	1,339,503
Water Works Charges Reserve	50,000	50,000	50,000	50,000	50,000
Water Capital Reserve	3,653,349	3,408,125	3,459,247	3,511,136	3,563,803
Water Operating Reserve	71,714	72,789	73,881	74,989	76,114
Water Operating Surplus (Deficit)	-	-	-	-	-
Sewer Works Charges Reserve	160,000	175,000	175,000	175,000	175,000
Sewer Capital Reserve	2,525,923	2,410,500	2,446,658	2,483,357	2,520,608
Sewer Operating Reserve	603,195	603,195	603,195	603,195	603,195
Sewer Operating Surplus (Deficit)	-	-	-	-	-
Solid Waste Capital Reserve	1,213,814	1,197,540	1,215,503	1,233,736	1,252,242
Solid Waste Operating Reserve	(28,286)	(30,115)	(31,167)	(32,257)	(33,387)
Solid Waste Surplus (Deficit)	-	-	-	-	-
	21,840,700	21,489,072	21,687,023	21,842,314	21,976,199
REVENUE LESS EXPENDITURE AND TRANSFERS	0	0	0	0	0

**RESORT MUNICIPALITY OF WHISTLER
FIVE-YEAR FINANCIAL PLAN 2020 - 2024
CONSOLIDATED PROJECT SUMMARY**

**BYLAW 2266, 2020
SCHEDULE B**

	2020	2021	2022	2023	2024
REVENUE AND OTHER SOURCES OF FUNDING					
General Fund					
Government Grants	1,121,500	300,000	92,500	-	-
Contribution from Developers	-	-	-	-	-
Equipment disposal proceeds	-	-	-	-	-
WHA construction loan	(5,000,000)	-	-	-	-
Other Contributions	200,000	-	-	-	-
WCSS loan payments	50,000	50,000	50,000	50,000	50,000
Water Fund					
Government Grants	-	-	-	-	-
Other Contributions	-	-	-	-	-
Sewer Fund					
Government Grants	-	-	-	-	-
Solid Waste Fund					
Government Grants	335,000	-	-	-	-
	(3,293,500)	350,000	142,500	50,000	50,000
EXPENDITURE					
General Fund					
Non-capital Expenditure	1,810,020	683,200	525,200	140,000	55,000
Infrastructure Maintenance	16,151,404	9,584,406	7,121,256	6,198,356	4,253,507
Capital Expenditure	15,784,775	3,685,145	3,558,137	2,657,615	1,979,600
WCSS loan	-	-	-	-	-
Water Fund					
Non-capital Expenditure	1,137,500	1,822,500	1,857,500	1,812,500	457,500
Infrastructure Maintenance	3,190,000	2,960,000	2,385,000	8,830,000	620,000
Capital Expenditure	186,350	113,850	1,000,000	1,000,000	-
Sewer Fund					
Non-capital Expenditure	762,000	842,000	832,000	582,000	582,000
Infrastructure Maintenance	5,629,500	10,022,500	3,321,000	2,480,000	2,815,000
Capital Expenditure	678,650	576,150	-	-	-
Solid Waste Fund					
Non-capital Expenditure	110,000	110,000	110,000	110,000	110,000
Infrastructure Maintenance	480,000	325,000	350,000	575,000	185,000
Capital Expenditure	1,130,000	10,000	10,000	10,000	10,000
All Funds					
Depreciation	13,249,083	13,649,083	14,049,083	14,449,083	14,849,083
	60,299,282	44,383,834	35,119,176	38,844,554	25,916,690

**RESORT MUNICIPALITY OF WHISTLER
FIVE-YEAR FINANCIAL PLAN 2020 - 2024
CONSOLIDATED PROJECT SUMMARY**

**BYLAW 2266, 2020
SCHEDULE B Cont'd**

	2020	2021	2022	2023	2024
TRANSFERS (TO) FROM OTHER FUNDS (RESERVES)					
RMI Reserve	10,190,963	2,459,250	764,500	464,500	249,500
MRDT Reserve	865,050	643,000	608,900	581,800	575,500
General Capital Reserve	11,796,170	4,385,951	2,651,641	3,081,273	1,904,092
Recreation Works Charges	366,100	600,000	400,000	600,000	-
Vehicle Replacement Reserve	3,206,945	880,000	2,341,246	1,925,090	1,350,000
Library Reserve	64,000	60,000	50,000	45,000	-
General Operating Reserve	2,273,969	1,642,046	1,388,300	1,025,800	961,500
Transportation Works Charges	3,361,500	3,282,500	2,907,500	1,272,500	1,247,500
Water Capital Reserve	4,156,350	4,588,850	4,900,000	11,390,000	830,000
Water Operating Reserve	357,500	307,500	342,500	252,500	247,500
Sewer Capital Reserve	6,308,150	10,598,650	3,321,000	2,480,000	2,815,000
Sewer Operating Reserve	762,000	842,000	832,000	582,000	582,000
Solid Waste Capital Reserve	1,575,000	35,000	360,000	585,000	195,000
Solid Waste Operating Reserve	110,000	110,000	110,000	110,000	110,000
	45,393,699	30,434,751	20,977,593	24,395,471	11,067,606
ADJUSTMENTS FOR NON CASH ITEMS AND CHANGES TO NET FINANCIAL ASSETS					
Depreciation	13,249,083	13,649,083	14,049,083	14,449,083	14,849,083
WCSS loan	(50,000)	(50,000)	(50,000)	(50,000)	(49,999)
WHA construction loan	5,000,000	-	-	-	-
	18,199,083	13,599,083	13,999,083	14,399,083	14,799,084
REVENUE AND TRANSFERS LESS EXPENDITURE	-	-	-	-	-

From: Paul Hemmings [REDACTED]
Sent: Friday, January 24, 2020 5:01 PM
To: corporate <corporate@whistler.ca>
Subject: Mayor and Council - Water on sidewalk

Dear Mayor and Council

My wife and I have had many winter trips to Whistler Village. As we travel from Australia our average stay is around two and a half weeks.

Whilst I understand the environmental and maintenance challenges the winter brings I am shocked and somewhat disappointed that the sidewalk just before the Northlands Boulevard bus stop is constantly covered in 8cm to 10cm of water! (see attached photo). This issue repeats itself each winter and each winter whilst waiting for the bus I listen to both local residents and visitors commenting on the state of the sidewalk.

A large amount of people can also be seen walking on the road to avoid the water and this in itself has its own dangers. People also try to stay out of the water by walking on the ice/snow on the edge of the water once again this comes with a risk of slipping and injury.

Can I suggest that your maintenance team look at fixing this ongoing issue ASAP.

Regards

Paul Hemmings
[REDACTED]



From: Northern W W Hwy [<mailto:info@nwwr.ca>]
Sent: Saturday, January 18, 2020 05:47
To: Jack Crompton <jcrompton@whistler.ca>
Cc: Wanda Bradbury <WBradbury@whistler.ca>
Subject: Northern Woods & Water Highway

Mayor and Council

We restarted the Northern Woods & Water Highway Association 4 years ago after an absence of over 20 years. The former association wanted to expand south from Dawson Creek but ran out of volunteers before they could. We are a volunteer organization that works on an annual budget of \$20,000 with over 500 hours spent each year, travelling over 7,000 km across western Canada from Winnipeg to Dawson Creek down to the lower mainland and back. We talk with over 250 people, take photographs, collect content and do the layout, printing and distribution of 20,000 highway guides across western Canada. We do interviews with local newspapers (8 so far), had articles published in RV magazine across Canada with over 120,000 subscribers. We developed the website and this year we will do our first tourism trade show. Not bad for a small organization.

But we need your support to expand our presence at expensive tourism trade shows that provide exposure to 20,000 attendees each. As support grows we will be adding more travel, RV, golf, fishing boat shows. We are working towards video production highlights the various activities that can be enjoyed while travelling our Highway.

Our primary target market are Canadian Gentle Explorers who have more time and tend to travel more in the shoulder seasons. We also have contacts and are working on the European markets for RV travel in Canada.

Each year we produce & distribute 20,000 copies of our Highway Guide across western Canada as part of our marketing efforts to draw more traffic onto our highway. The Highway Guide ties all the communities together in a marketable product. The advertising covers the travel, production, and distribution cost. The photos we collect are available for other marketing efforts like the website, specialty brochure for golfing, etc. The membership funds are used for the website, database development, some travel, and now the tradeshow. Check out the 2019 Highway Guide on the Association website <http://www.nwwr.ca/highway-guide/>

We hear many stories of people intentionally travelling the Northern Woods & Water Highway as we make our rounds. The travel advisors we talk with are enthusiasts about our product and people's reaction to the knowledge of the Highway. Some of our over 150 distributors have a hard time keeping inventory of the Highway Guide.

On a personal note, I am familiar with the issue of limited resources. I owned a small printing company in northern Sask., which led me to involvement with Northern Woods & Water initially, which in turn led me back to school and a career in municipal government. I have been an economic development officer, treasurer, and a CAO in smaller northern communities in Sask. and Alberta. I am currently the CAO of a community of 300 in southern Alberta, but my passion is the survival of small communities. I understand the impact of highway based tourism as well as trends in marketing and the travel industry. This is what led me to try to restart the Northern Woods & Water Highway Association. My time and efforts can benefit an under served area of small communities by pooling the

limited resources to have a greater impact. As key decision makers for your community I am soliciting your support for all of the communities along our highway.

Let us know if you are interested in supporting our efforts to create economic opportunities in communities along our highway. You can purchase a membership, which entitles your community to an increased presence in the magazine, links from our website to yours, distribution of some of your material at tradeshowes we attend. The other alternative is to purchase increase space to promote your organization. Every little bit helps get our message out.

Dale Harrison, MBA
President
Northern Woods & Water Highway Association
(587) 888-0209
www.nwwr.ca
email: info@nwwr.ca

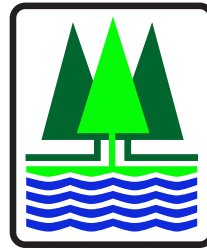
Page Size Trimmed

8 3/8" x 10 3/4"

20,000 copies
printed & distributed

1/3 Page Vertical

Half Page Vertical



Northern Woods & Water Highway Guide

2020 Guide Rate Sheet

Back Cover	2,675
Inside Front & Back	2,150
Full Page inside	1,280
1/2 page.	800
1/3 page.	535
1/4 page.	415
1/6 page.	300
1/12 page.	160

Half Page Horizontal

Half Page Horizontal

1/6 Page Vertical

1/3 Page Horizontal

1/6 Page Horizontal

1/12 Page

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Phone (587) 888-0209

www.victorybmc.com
dharrison@victorybmc.com



Rates Sheet

Events, Camprground, Golf Course Listing

Directory Pages

**Events,
Campground,
Golf Courses**

Single Line Listing with Hot link
to website

\$50

Display Ad

1/12 Page

\$160

Includes:

Single Line listing on Directory Page
Hotlink to Your Website



Northern Woods & Water Highway Association

Membership Fees 2020

Municipal Membership

Minimum.....	\$200
includes 1/12 page space in magazine (Value \$160) plus hotlink to website	
Population 500-2000.....	\$500
includes 1/6 page space in magazine (Value \$300) plus hotlink to website	
Population 2001-5000	\$1,000
includes 1/4 page space in magazine (Value \$415) plus hotlink to website	
Population 5001-10,000	\$2,000
includes 1/2 page space in magazine (Value \$800) plus hotlink to website	
Population 10,000 plus.....	\$3,000
includes 1 page space in magazine (Value \$1280) plus hotlink to website	

Corporate Membership

Under 10 employees.....	\$100
10-50 Employees	\$250
51-200 Employees.....	\$500
Over 200 Employees	\$1,000

Organizations

Personal Membership	\$50
Chamber of Commerce	\$100
Community Futures, Regional Economic Development Groups	\$100

Highway 99 West

Lillooet

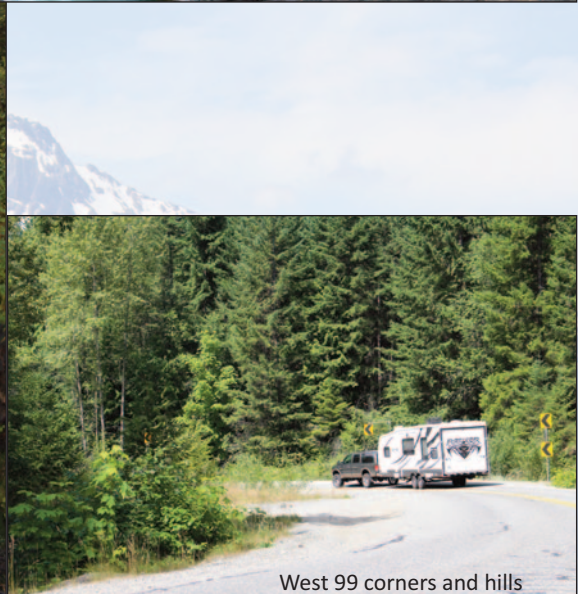
Population 2,321. An important place in aboriginal history. Many archaeological sites in the vicinity of town once known for producing and exporting jade to China.



Lillooet Museum



Roadside Waterfalls



West 99 corners and hills

Sea to Sky Highway

This route follows the nature of the Northern Woods & Water Highway venturing through less populated areas with lots of trees, water, and wildlife to enjoy.



Pemberton

Population 2,192. Was only accessible by train until the 1960's when Hwy 99 was built. Known as "Seed Potato Capital of the World" also dependent on tourism and logging. Checkout some natural hot springs in the area. Been the site for many movies and commercials.

Squamish

Population 17,158 Located at the northend of Howe Sound. Tourism is a major part of the economy. Home to the Squamish Nation peoples.

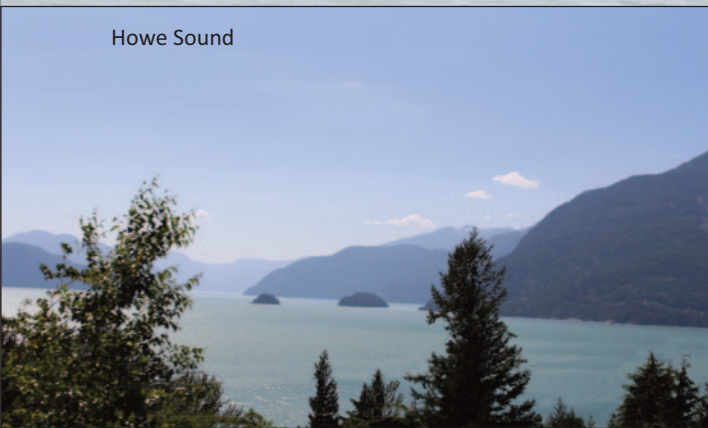
Whistler

Population 7,699 Resort Population 9,824. A Resort town with over 2 million visitors each year for alpine skiing, snowboarding and in summer hiking and mountain biking.

Horseshoe Bay

The BC Ferries Terminal for those wanting to venture across to Nanaimo and Vancouver Island.

Howe Sound



From: Johnny Mikes [REDACTED]
Sent: Friday, January 24, 2020 3:41 PM
To: Jack Crompton <jcrompton@whistler.ca>; Arthur De Jong <adejong@whistler.ca>; Jen Ford <jford@whistler.ca>; Ralph Forsyth <rforsyth@whistler.ca>; John Grills <jgrills@whistler.ca>; Duane Jackson <djackson@whistler.ca>; Cathy Jewett <cjewett@whistler.ca>
Cc: Ted Battiston <TBattiston@whistler.ca>
Subject: kudos and a request

Dear Mayor and Council,

I was pleased to read about the RMOW's recent purchase of 9561 Emerald Drive to provide access for those residents who are currently blocked from trails and swimming in the treasured green space behind this neighbourhood. Plus it's a nice bonus to be providing some employee housing at the same time. Well done on both counts!

One request please: Could the RMOW convene a community or neighbourhood workshop/meeting in the coming weeks to hear the suggestions and questions residents might have regarding this new access?

Over the years many Emerald residents have enjoyed these trails etc scores of times in all seasons, so no doubt folks will have questions and thoughts around signage, parking, garbage, managing fire risk etc. It would be great to see the RMOW take advantage of the available detailed local knowledge early enough in order to get the planning right the first time so that the neighbourhood and the RMOW are on the same wavelength when the RMOW is eventually able to make the new access actually happen.

All the best,

Johnny Mikes
[REDACTED]

> On Jan 25, 2020, at 8:32 PM, Kausky Karin <[REDACTED]> wrote:
>
>
> Dear Mayor and council
> We were very excited to hear about the RMOW's purchase of 9561 Emerald Drive , which will re
establish access to the much used green space in our neighbourhood.
> We would like to thank you for all of your efforts in making this happen .
> We used these trails daily and are very appreciative to have access
> again Employee housing is an added bonus !
> We are wondering if it might be possible to strike a neighbourhood
> working group to provide input on logistics of use , garbage, parking
> , etc Thank you again with much appreciation
>
> Karin Kausky and Dale Stephens
> [REDACTED]

From: Angela Mellor [REDACTED]
Sent: Monday, January 27, 2020 1:07 PM
To: corporate <corporate@whistler.ca>
Subject: Fwd: More climate leadership NOW please !

This letter was sent to EpicPromise@vailresorts.com and corporate@whistler.ca

>

> Dear Mayor & Council ,

> I was prompted to write to Vail Resorts and Whistler Municipality after reading the letter to the Editor Randi Kruse wrote to Pique Newsmagazine (Jan 23 issue) urging readers to demand better efforts by Whistler Blackcomb / Vail Resorts and Whistler Municipality in our waste management and to make the sometimes hard choices by offering ethical and sustainable food services, shopping & transport choices for visitors and locals. We can and we must do better.

>

> We need to realize our special position as a resort where we can reach millions of people every year and show them we are trying to make a difference in a BIG WAY.

>

> In reference to another letter to the editor in the same Jan 23 issue of Pique from Ken Achenbach - perhaps some of Ken's proposed Climate Emergency Tax (CET) could be used to make our buses free for all visitors and locals alike. In addition to hugely reducing local traffic I imagine our amazing young people, who contribute in a massive way to make this resort work, would love the extra \$50 a month a bus pass costs to stay in their pockets.

>

> Thanks for all the efforts you as our corporate and municipality leaders are making and please know that most people want more proven effective local actions on this climate emergency NOW!

>

> Best Regards Angela Mellor

[REDACTED]

[REDACTED]

From: John and Karen Wood [REDACTED]
Sent: Monday, January 27, 2020 6:11 PM
To: corporate <corporate@whistler.ca>
Cc: [REDACTED]
Subject: Resolution: Declaration of Solidarity with Wet'suwet'en People

Dear Mayor and Council,

I would like to have our council adopt this declaration which was recently adopted by the City of Victoria.

Resolution: Declaration of Solidarity with Wet'suwet'en People

WHEREAS the Wet'suwet'en hereditary chiefs, whose representative role is recognized by the Supreme Court of Canada, have indicated a lack of consent for the Coastal GasLink pipeline through their unceded territory;

AND WHEREAS the United Nations Committee on the Elimination of Racial Discrimination and the BC Human Rights Commissioner have called on the Governments of British Columbia and Canada to respect Wet'suwet'en law, rights and title by suspending permits authorizing construction of the Coastal GasLink pipeline until they grant their free, prior and informed consent, following the full and adequate discharge of the duty to consult;

AND WHEREAS these entities have warned of the risk of state violence against Wet'suwet'en People opposing the pipeline through non-violent methods, including the risk of an RCMP response and use of lethal force;

AND WHEREAS Canada has endorsed the United Nations Declaration on the Rights of Indigenous People, which includes a commitment to "consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their free, prior and informed consent before adopting and implementing legislative or administrative measures that may affect them";

AND WHEREAS Canada is a party to the United Nations Framework Convention on Climate Change and the Paris Agreement, which include commitments to substantially reduce greenhouse gas emissions and pursue efforts to keep global warming below 1.5 degrees Celsius and avoid the worst impacts of climate change;

THEREFORE BE IT RESOLVED THAT the Resort Municipality of Whistler calls on the Governments of British Columbia and Canada to suspend permits authorizing construction of the Coastal GasLink pipeline and commence good-faith consultation with the Wet'suwet'en People;

AND BE IT FURTHER RESOLVED THAT the Resort Municipality of Whistler calls on the Governments of British Columbia and Canada to end any attempt at forced removal of Wet'suwet'en People from their traditional territories and refrain from any use of

coercive force against Wet'suwet'en People seeking to prevent the construction of the Coastal GasLink pipeline through non-violent methods.

Thank you for your time and consideration.

Yours truly

John Wood

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Dear Mayor and Council,

I am requesting for the Fitzsimmons Bridge to light the night for amyloidosis on a day(s) in March, preferably on a weekend. "Light the night for amyloidosis" is an awareness campaign created to draw attention to amyloidosis symptoms, diagnosis, treatment and hopefully a cure! 'Amyloidosis Awareness Month' occurs in March in the United States, we are asking everyone to light up their porch/entryway with red bulbs for the month of March.

We are also asking some US landmarks and businesses to do the same on a day(s) in March. Our colors are red (burgundy), pink and white. The current list of those lighting up for amyloidosis can be found at: <http://amyloidosis.org/light-the-night-for-amyloidosis-awareness-campaign/>.

Amyloidosis Foundation is a worldwide foundation. AMYLOIDOSIS represents several different types of diseases where an abnormal protein called amyloid is produced. These amyloid protein fibers can attach and deposit into organs, tissues, nerves and other places in the body. When that happens, health problems, organ damage or organ failure may occur. Our mission is to raise awareness of the disease within the medical community and the public, in addition to providing education, information and support for patients and their families. <http://www.amyloidosis.org>

Questions, please contact kathi@amyloidosis.org
Thank you for your consideration!

Social Media:

<https://www.facebook.com/amyloidosisfdn/>

<https://www.instagram.com/amyloidosisfoundation/>

<https://twitter.com/Amyloidosisfdn>

Kathi Luis
Special Projects Director

Board of Directors

Mary E. O'Donnell
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Dante Burchi
Treasurer

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Daniel J. Lenihan, MD, FACC

Adrienne Molteni, RN

Mark Sutherland

Education

Awareness

Support

Research

7151 N. Main St., Suite 2 Clarkston, MI 48346
1-877-AMYLOID 248-922-9610
info@amyloidosis.org
www.amyloidosis.org




Landmark Lighting Request Form

Please complete the form and scan/email to corporate@whistler.ca along with your cover letter addressed "To Mayor and Council" with information regarding your campaign or cause.

We will contact you to confirm the status of your request.

Contact Name	Kathi Luis
Organization	Amyloidosis Foundation
Business Address	7151 N. Main St., Suite 2
City/Province/Postal Code	Clarkston, MI 48346
Business Phone Number	1-877-269-5643
Business Email	kathi@amyloidosis.org
Website Address	http://amyloidosis.org
Brief description of the event associated with your request - 75 words or less <i>(Information here will be used for communications and the sign on the bridge. RMOW will edit copy if necessary.)</i>	"Light the night for amyloidosis" is an awareness campaign created to draw attention to amyloidosis symptoms, diagnosis, treatment and hopefully a cure! 'Amyloidosis Awareness Month' occurs in March. AMYLOIDOSIS represents several different types of diseases where an abnormal protein called amyloid is produced. These amyloid protein fibers can attach and deposit into organs, tissues, nerves and other places in the body. When that happens, health problems, organ damage or organ failure may occur.
Optional: Social Media Campaign Title (include hashtags)	"Light The Night For Amyloidosis" #LTNFA #LightTheNightForAmyloidosis
Landmark Choice	<input checked="" type="checkbox"/> Fitzsimmons Covered Bridge
Date of Event	March 7, 2020 (or any day in March if not available)
Colour Request	Red (Burgundy)

Signature: 
Date: 1/27/2020

This application does not guarantee that your event lighting request will be approved or your date is available.

Dear Mayor and Council,

In recognition of World Parkinson's Day this April 11, Parkinson Society British Columbia is partnering with landmarks and facilities across the province to light up for Parkinson's awareness. We would like to invite Whistler to show its support for over 13,000 British Columbians living with Parkinson's, and help spread the message that no one is alone in their journey with this disease.

Please consider lighting up the Fitzsimmons Creek Bridge in teal and magenta this April 11 to signify the colours of our community as represented by Parkinson Society BC. For over 50 years, our Society has served to empower people with Parkinson's and their loved ones by providing resources and tools for self-management, self-reliance, and self-advocacy. To learn more about the Society, and how your organization can support us this World Parkinson's Day, visit www.parkinson.bc.ca/awareness.

Attached is the completed request form. If you require any additional information about our campaign, or have any questions about Parkinson Society BC, please let me know. We look forward to hearing from you.

Your support makes a difference. Thank you for your consideration.

Warm regards,

Kat Perez
Community Engagement Assistant



Landmark Lighting Request Form

Please complete the form and scan/email to corporate@whistler.ca.

This application does not guarantee that your event lighting request will be approved or your date is available.

We will contact you to confirm the status of your request.

Contact Name	Kat Perez
Organization	Parkinson Society British Columbia
Business Address	600-890 West Pender Street
City/Province/Postal Code	Vancouver, BC V6C 1J9
Business Phone Number	1-800-668-3330
Business Email	kperez@parkinson.bc.ca
Website Address	www.parkinson.bc.ca
Brief description of the event associated with your request <i>(Information here will be used for communications and the sign on the bridge. Max 75 words. RMOW will edit copy if necessary.)</i>	In recognition of World Parkinson's Day, Parkinson Society British Columbia is partnering with landmarks and facilities across the province to "shine a light" on Parkinson's disease. By lighting the Fitzsimmons Bridge, Whistler is showing its support for over 13,000 British Columbians living with Parkinson's, and helping to spread the message that no one is alone in their journey with this disease.
Optional: Social Media Campaign Title <i>(include hashtags)</i>	More Than A Tremor, #MoreThanATremor
Landmark Choice	<input checked="" type="checkbox"/> Fitzsimmons Covered Bridge
Date of Event	April 11, 2020
Colour Request	Teal & Magenta

Signature: Kat Perez  Digitally signed by Kat Perez
Date: 2020.01.16 10:25:05 -08'00'

Date: January 16, 2020

23 January 2020

RE: Lighting Request for Fitzsimmons Bridge

Hello Mayor and Council,

My name is Crystal Ceres from Hypertension Canada. I am writing regarding a lighting request for Fitzsimmons Bridge. Please find the required information below.

The nature of the event

World Hypertension Day is marked around the globe annually on May 17. It raises awareness of the importance of accurate blood pressure measurement through blood pressure screenings, among other initiatives. While this is not a physical event with attendees, landmarks across Canada such as Niagara Falls will be lit red to represent World Hypertension Day.

Hypertension (high blood pressure) is the leading preventable cause of death in Canada. An estimated 7.2 million Canadian adults have hypertension, characterized by blood pressure measurement of 140/90 mmHg or higher. Reduction of elevated blood pressure substantially reduces the risk of these complications and death in a highly cost effective manner. Hypertension Canada is Canada's only national non-profit organization dedicated solely to the prevention and control of hypertension and its complications.

The requested date for the lighting

May 17, 2020

The requested colour for the lighting

Red

Link to more information

<http://www.hypertension.ca>

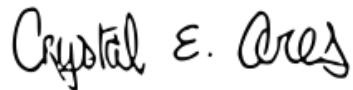
Where will we be promoting the lighting, i.e. social media, website, etc.

[Hypertension Canada website](http://www.hypertension.ca)

[Twitter](#)

[Facebook](#)

Warm Regards,



Crystal Ceres
Communications Manager, Hypertension Canada



Landmark Lighting Request Form

Please complete the form and scan/email to corporate@whistler.ca.

This application does not guarantee that your event lighting request will be approved or your date is available.

We will contact you to confirm the status of your request.

Contact Name	Crystal Ceres
Organization	Hypertension Canada
Business Address	3780 14th Avenue, Suite 211
City/Province/Postal Code	Markham, ON, L3R 9Y5
Business Phone Number	905-943-9400 EXT. 270
Business Email	crystal.ceres@hypertension.ca
Website Address	http://www.hypertension.ca
Brief description of the event associated with your request <i>(Information here will be used for communications and the sign on the bridge. Max 75 words. RMOW will edit copy if necessary.)</i>	World Hypertension Day is marked around the globe annually on May 17. It raises awareness of the importance of accurate blood pressure measurement through blood pressure screenings, among other initiatives. While this is not a physical event with attendees, landmarks across Canada such as Niagara Falls will be lit red to represent World Hypertension Day. Hypertension (high blood pressure) is the leading preventable cause of death in Canada. An estimated 7.5 million Canadian adults have hypertension, characterized by blood pressure measurement of 140/90 mmHg or higher. Reduction of elevated blood pressure substantially reduces the risk of these complications and death in a highly cost effective manner. Hypertension Canada is Canada's only national non-profit organization dedicated solely to the prevention and control of hypertension and its complications.
Optional: Social Media Campaign Title <i>(include hashtags)</i>	#HypertensionMonth #CanadaUnderPressure
Landmark Choice	<input checked="" type="checkbox"/> Fitzsimmons Covered Bridge
Date of Event	May 17, 2020
Colour Request	Red

Signature: Crystal E. Ceres

Date: January 23, 2020



Resort Municipality of Whistler

Dear Mayor and Council,

HHT (Hereditary Hemorrhagic Telangiectasia) is a rare, inherited genetic disorder affecting 1 in 5000 children and adults worldwide and can cause chronic bleeding, stroke, heart failure and other life-threatening complications from blood vessel malformations. HHT Canada THH is a non-profit organization with goals to spread awareness of HHT to patients through education and support.

The month of June is recognized as HHT awareness month. June 23 is Global HHT recognition day. Many buildings and bridges are lit with the red and blue colors that represent HHT.

In June of 2019 the following Canadian landmarks were lit for HHT in the month of June.

- Vancouver Sails
- Edmonton High Level Bridge
- Calgary Tower
- CN Tower
- Niagara Falls

We hope to have more landmarks lit this year and would like to have the Fitzsimmons Covered Bridge lit red and blue. We would post this event to our social media accounts – hhtcanada.com, @hhtcanada, and Facebook. If we are approved this request, could a file photo of the bridge lit with our colors be sent to us for posting on social media.

Please do not hesitate to contact me for any more information.

Kind regards,

Carol Derksen
Vice Chair HHT Canada THH
carol.derksen@hhtcanada.com

Anthony Cannavici
Chair

Carol Derksen
Vice chair

Si-Cheng Dai
Secretary

Lorna Vokey
Treasurer

Frannie Allison
Board Member

Dr. Marie Faughnan
Medical Advisor

Physical Address Location
27 Poplar Crescent
Aurora, ON
L4G 3M4





Landmark Lighting Request Form

Please complete the form and scan/email to corporate@whistler.ca along with your cover letter addressed "To Mayor and Council" with information regarding your campaign or cause.

We will contact you to confirm the status of your request.

Contact Name	Carol Derksen
Organization	HHT Canada THH Charity Number 830678-8
Business Address	27 Poplar Crescent
City/Province/Postal Code	Aurora Ontario L4G 3M4
Business Phone Number	Contact Carol Derksen - 780-916-7997
Business Email	carol.derksen@hotmail.com
Website Address	hhtcanada.com
Brief description of the event associated with your request - 75 words or less <i>(Information here will be used for communications and the sign on the bridge. RMOW will edit copy if necessary.)</i>	HHT (Hereditary Hemorrhagic Telangiectasia) is a rare, inherited genetic disorder affecting 1 in 5000 children and adults worldwide and can cause chronic bleeding, stroke, heart failure and other life-threatening complications from blood vessel malformations. HHT Canada THH is a non-profit organization with goals to spread awareness of HHT to patients and their families through education and support. The month of June is recognized as HHT awareness month. June 23 is Global HHT recognition day.
Optional: Social Media Campaign Title (include hashtags)	Facebook - HHT Canada THH, Twitter - @hhtcanada
Landmark Choice	<input type="checkbox"/> Fitzsimmons Covered Bridge
Date of Event	June 23, 2020
Colour Request	Red and Blue

Signature: Carol Derksen

Date: January 16, 2020

This application does not guarantee that your event lighting request will be approved or your date is available.