



REGULAR MEETING OF MUNICIPAL COUNCIL
AGENDA

Tuesday, November 21, 2023, 5:30 p.m.
Franz Wilhelmssen Theatre at Maury Young Arts Centre
4335 Blackcomb Way, Whistler, BC V8E 0X5

1. CALL TO ORDER

The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lílwat People, known in their language as Lilwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. ADOPTION OF AGENDA

That Council adopt the Regular Council Meeting agenda of November 21, 2023.

3. ADOPTION OF MINUTES

That Council adopt the Special Regular Council Meeting minutes of November 2, 2023 and the Regular Council Meeting minutes of November 7, 2023.

4. PRESENTATIONS AND DELEGATIONS

4.1 Presentation of Fire Helmet – UBCM Training Session

A presentation by municipal staff, regarding the Fire Helmet – UBCM Training Session.

4.2 Whistler Blackcomb Winter Operations Update

An update from Whistler Blackcomb's Chief Operating Officer, B. Tremblath, regarding Winter Operations at Whistler Blackcomb.

5. PUBLIC COMMENT AND QUESTION PERIOD

6. MAYOR'S REPORT

7. ADMINISTRATIVE REPORTS

7.1 LLR01394 - Bar Oso Liquor Primary Capacity Increase Report No. 23-114 File No. 4320-30-1394

No presentation.

That Council approve the application for Bar Oso, located at 150-4222 Village Square in Whistler Village, to increase the licensed capacity on the lower level of the establishment from 18 to 58 persons for its Liquor Primary Licence no. 162781 having considered the criteria as required by the Liquor and Cannabis Regulation Branch (LCRB) as set out in support of this application attached as Appendix A to Administrative Report to Council 23-114; and further,

That Council authorize the letter attached as Appendix A to Administrative Report to Council 23-114 to be executed on behalf of the Resort Municipality of Whistler by its authorized representatives and sent to the LCRB in support of the Bar Oso application.

7.2 Mutual Aid Agreement Repealing Bylaw No. 2421, 2023 Report No. 23-115 File No. 3900-20-2421

No presentation.

That Council give “Mutual Aid Agreement Repealing Bylaw No. 2421, 2023” first, second and third readings.

7.3 Emerald Dreams Conservation Co. Ltd. – 2023 Annual Filing Report No. 23-116 File No. 0500-02-0003

No presentation.

That Council of the Resort Municipality of Whistler (RMOW) in open meeting assembled, hereby resolves that the RMOW, as sole shareholder of Emerald Dreams Conservation Co. Ltd. (the Company), pass the consent resolutions of the sole shareholder of the Company, attached as Appendix A to Administrative Report No. 23-116, and that the consent resolutions be executed and delivered on behalf of the RMOW.

7.4 Parks and Recreation Fees and Charges Bylaw No. 2420, 2023 and Updates to Council Policy I-06: Parks and Recreation Fees and Charges Policy Report No. 23-117 File No. 3900-20-2417

A presentation by municipal staff.

That Council consider giving first, second and third readings to “Parks and Recreation Fees and Charges Bylaw No. 2420, 2023”; and further,

That Council adopt the amended version of Council Policy I-06: Parks and Recreation Fees and Charges Policy attached as Appendix A to Administrative Report No. 23-117.

7.5 Code of Conduct Bylaw and Related Respectful Conduct Policies Report No. 23-118 File No. 39000-20-2397

A presentation by municipal staff.

Code of Conduct Bylaw

That Council consider giving first, second and third readings to “Code of Conduct Bylaw No. 2397, 2023” (OPTION A);

OR

That Council consider giving first, second and third readings to “Code of Conduct Bylaw No. 2397, 2023” (OPTION B); and

Elected Officials Oath of Office Bylaw

That Council consider giving first, second and third readings to “Elected Officials Oath of Office Bylaw No. 2414, 2023”; and

Council Governance Manual

That Council adopt Council Policy A-21: Council Governance Manual as amended and attached as Appendix A to this Administrative Report to Council No. 23-118; and further

Council Remuneration Policy

That Council adopt Council Policy A-30: Council Remuneration Policy as amended and attached as Appendix B to this Administrative Report to Council No. 23-118.

8. MINUTES OF COMMITTEES AND COMMISSIONS

8.1 Emergency Planning Committee

That Council receive the Regular Meeting minutes of the Emergency Planning Committee of July 25, 2023.

9. BYLAWS FOR FIRST, SECOND AND THIRD READINGS

9.1 Mutual Aid Agreement Repealing Bylaw No. 2421, 2023

That Council give "Mutual Aid Agreement Repealing Bylaw No. 2421, 2023" first, second and third readings.

9.2 Parks and Recreation Fees and Charges Bylaw No. 2420, 2023

That Council give "Parks and Recreation Fees and Charges Bylaw No. 2420, 2023" first, second and third readings.

9.3 Code of Conduct Bylaw No. 2397, 2023

That Council give "Code of Conduct Bylaw No. 2397, 2023" either Option A or Option B, first, second and third readings.

9.4 Elected Officials Oath of Office Bylaw No. 2414, 2023

That Council give "Elected Officials Oath of Office Bylaw No. 2414, 2023" first, second and third readings.

10. OTHER BUSINESS

10.1 2024 Whistler Public Library Board of Trustees and Council Appointments Announcement

11. CORRESPONDENCE

11.1 Surrey Police Service Transition File No. 3009

Correspondence from D. Theilmann regarding the Surrey Police Service transition.

11.2 Surrey Policing Needs File No. 3009

Correspondence from A.J. Pol regarding Surrey policing needs.

11.3 Support for Mayor Brenda Locke- Surrey Police File No. 3009

Correspondence from D. Johnstone requesting support for Mayor Brenda Locke regarding the Surrey Police Service transition.

11.4 Burnaby Council Urging for Ceasefire File No. 3009

Correspondence from K. Reynolds regarding Burnaby Council urging for ceasefire.

11.5 Cheakamus Crossing Neighborhood: Lack of Street and Visitor Parking File No. 3009

Correspondence from A. Hardy regarding the lack of street and visitor parking in the Cheakamus Crossing neighborhood.

11.6 Western Toad Migration Concerns File No. 3009

Correspondence from R. Doiron regarding concerns about the Western Toad Migration.

11.7 Highway 99 Speed between Tamarisk and Function Junction File No. 3009

Correspondence from T. Rese regarding concerns about the Highway 99 speed between Tamarisk and Function Junction.

11.8 Light-up and Proclamation Requests

a. Global Congenital Diaphragmatic Hernia Awareness Day File No. 3009.1

Correspondence from J. Doolan requesting the Fitzsimmons Covered Bridge be lit blue, pink and yellow on April 19, 2024, in recognition of the Global Congenital Diaphragmatic Hernia Awareness Day.

12. TERMINATION

That Council terminate the Regular Council Meeting of November 21, 2023.



SPECIAL MEETING OF MUNICIPAL COUNCIL MINUTES

Thursday, November 2, 2023, 1:00 p.m.

Remote Meeting via Zoom

For information on how to participate:

<https://www.whistler.ca/municipal-gov/council/meeting-agendas-and-minutes>

PRESENT: Mayor J. Crompton
Councillor J. Ford
Councillor R. Forsyth
Councillor C. Jewett
Councillor J. Morden
Councillor J. Murl

ABSENT: Councillor A. De Jong

STAFF PRESENT: Chief Administrative Officer, V. Cullen
General Manager of Corporate Services and Public Safety, T. Battiston
General Manager of Infrastructure Services, J. Hallisey
General Manager of Climate Action, Planning and Development Services, D. Mikkelsen
General Manager of Community Engagement and Cultural Services, K. Elliott
Director of Finance, C. Price
Manager of Legislative Services/ Corporate Officer, P. Lysaght
Manager of Resort Parks Planning, M. Pardoe
Senior Communications Officer, J. Brooksbank
Administrative Assistant, E. Jedrasiak

1. CALL TO ORDER

Mayor J. Crompton recognized The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lílwat People, known in their language as Liłwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. PURPOSE OF THE MEETING

In general terms the purpose of this Special Council Meeting is to present the proposed projects budget to be considered in the draft 2024-2028 Five Year Financial Plan.

3. ADOPTION OF AGENDA

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

That Council adopt the Special Council Meeting agenda of November 2, 2023.

CARRIED

4. ADMINISTRATIVE REPORTS

4.1 Introduction of the Proposed Projects Budget in the Draft 2024-2028 Five Year Financial Plan Report No. 23-111

Councillor R. Forsyth joined the Meeting at 1:20 p.m.

Mayor Crompton called for a recess at 3:00 p.m. after the presentations from the General Managers.

Mayor Crompton called the Meeting back to order at 3:10 p.m. for Council questions.

Councillor Ford left the Meeting at 3:42 p.m.

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

That Council direct staff to include the proposed Projects budget attached as Appendix A to Administrative Report No. 23-111 in the ongoing considerations of the draft 2024-2028 Five Year Financial Plan.

CARRIED

5. TERMINATION

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Council terminate the Special Meeting of Council of November 2, 2023, at 3:59 p.m.

CARRIED

Mayor, J. Crompton

Corporate Officer, P. Lysaght



**REGULAR MEETING OF MUNICIPAL COUNCIL
RESORT MUNICIPALITY OF WHISTLER
MINUTES**

Tuesday, November 7, 2023, 5:30 p.m.
Franz Wilhelmsen Theatre at Maury Young Arts Centre
4335 Blackcomb Way, Whistler, BC V8E 0X5

PRESENT: Mayor J. Crompton
Councillor J. Ford
Councillor R. Forsyth
Councillor C. Jewett
Councillor J. Morden
Councillor J. Murl

ABSENT: Councillor A. De Jong

STAFF PRESENT: Chief Administrative Officer, V. Cullen
General Manager of Corporate Services and Public Safety, T. Battiston
General Manager of Infrastructure Services, J. Hallisey
General Manager of Climate Action, Planning and Development Services, D. Mikkelsen
Manager of Legislative Services/ Corporate Officer, P. Lysaght
Council Coordinator, P. Mendieta

1. CALL TO ORDER

Mayor J. Crompton recognized the Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lílwat People, known in their language as Lílwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. ADOPTION OF AGENDA

Moved By Councillor J. Murl

Seconded By Councillor J. Morden

That Council adopt the Regular Council Meeting agenda of November 7, 2023 as amended: the Late Correspondence circulated on November 7, 2023, update of Agenda Item 9.8(a) with a replacement of the Light-Up Request, and the addition of Agenda Item 9.8(b), and removal of Other Business Agenda Item 8.1 from tonight's agenda.

CARRIED

3. ADOPTION OF MINUTES

Moved By Councillor J. Morden

Seconded By Councillor J. Ford

That Council adopt the Regular Council Meeting minutes of October 24, 2023.

CARRIED

4. PUBLIC COMMENT AND QUESTION PERIOD

There were no questions from the public.

5. MAYOR'S REPORT

Mayor and Council provided an update on activities happening within the community.

6. ADMINISTRATIVE REPORTS

**6.1 Public Safety and Civic Administration Building Strategy Report No. 23-113
File No. 0860-20**

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Council direct staff to initiate planning for a 30-year Municipal Public Safety and Civic Building Strategy (Strategy); and

That Council direct staff to include funding for the project to develop the Strategy into the Budget Guidelines, which will then be included in the draft 2024-2028 Five-Year Financial Plan bylaw, for Council consideration.

CARRIED

7. MINUTES OF COMMITTEES

7.1 Transportation Advisory Group

Moved By Councillor C. Jewett

Seconded By Councillor R. Forsyth

That Council receive the Regular Meeting minutes of the Transportation Advisory Group of May 17, 2022.

CARRIED

8. OTHER BUSINESS

8.1 Support for Including Aquamation Aka Alkaline Hydrolysis in the Cemetery, Internment and Funeral Services Act

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That Council supports the proposed amendment to the *Cemetery, Internment and Funeral Services Act* and/or regulations, to allow for Alkaline Hydrolysis to be included as a permitted form of disposition of deceased persons in the Province of British Columbia.

CARRIED

9. CORRESPONDENCE

9.1 Policing in Surrey File No. 3009

Moved By Councillor J. Ford

Seconded By Councillor J. Morden

That Council receive correspondence from I. Scott regarding policing in Surrey.

CARRIED

9.2 Surrey Police Transition File No. 3009

Moved By Councillor J. Murl

Seconded By Councillor C. Jewett

That Council receive correspondence from Mayor B. Locke regarding the Surrey police transition.

CARRIED

9.3 Grizzly Bear at Myrtle Philip Fields File No. 3009

Moved By Councillor J. Morden

Seconded By Councillor J. Ford

That Council receive correspondence from A. Wilson regarding the grizzly bear at Myrtle Philip Community School playing fields.

CARRIED

9.4 Invasive Mussels in BC File No. 3009

Moved By Councillor J. Murl

Seconded By Councillor C. Jewett

That Council receive correspondence from A. Burnett regarding invasive mussels in BC.

CARRIED

9.5 Youth Employment and Skills Strategy Program File No. 3009

Moved By Councillor J. Ford

Seconded By Councillor J. Morden

That Council receive correspondence from MP, P. Weiler, regarding the Youth Employment and Skills Strategy Program and refer it to staff.

CARRIED

9.6 Whistler Racket Club File No. 3009

Moved By Councillor J. Murl

Seconded By Councillor C. Jewett

That Council receive correspondence from G. Dubord regarding the future of the Whistler Racket Club and refer it to staff.

CARRIED

9.7 Cheakamus Function Pedestrian Overpass File No. 3009

Moved By Councillor J. Morden

Seconded By Councillor C. Jewett

That Council receive correspondence from R. Jewers regarding a request for a Cheakamus Function pedestrian overpass and refer it to staff.

CARRIED

9.8 Light-up and Proclamation Requests

a. Light Up Request File No. 3009.1

b. Light Up Request File No. 3009.1

Correspondence from T. Boucher requesting the Fitzsimmons Covered Bridge be lit black, white, green, red, blue and white from November 16 to November 19, 2023, to support the Palestinian community in Gaza.

Moved By Councillor J. Murl

Seconded By Councillor R. Forsyth

That Council receive correspondence from W. Weidner and T. Boucher.

CARRIED

10. TERMINATION

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

That Council terminate the Regular Council Meeting of November 7, 2023, at 6:14 p.m.

CARRIED

Mayor, J. Crompton

Corporate Officer, P. Lysaght

STAFF REPORT TO COUNCIL

PRESENTED: November 21, 2023
FROM: Planning - Development
SUBJECT: LLR01394 - BAR OSO LIQUOR PRIMARY CAPACITY INCREASE

REPORT: 23-114
FILE: 4320-30-1394

RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of General Manager of Climate Action, Planning and Development Services be endorsed.

RECOMMENDATIONS

That Council approve the application for Bar Oso, located at 150-4222 Village Square in Whistler Village, to increase the licensed capacity on the lower level of the establishment from 18 to 58 persons for its Liquor Primary Licence No. 162781, having considered the criteria as required by the Liquor and Cannabis Regulation Branch (LCRB), as set out in support of this application in Appendix A to Administrative Report No. 23-114; and further,

That Council authorize the letter attached as Appendix A to Administrative Report No. 23-114 to be executed on behalf of the Resort Municipality of Whistler by its authorized representatives and sent to the LCRB in support of the Bar Oso application.

PURPOSE OF REPORT

This report presents a recommendation for Council's consideration regarding an application for Bar Oso to increase the licensed capacity on the lower level of the establishment from 18 to 58 persons. For this type of licence change, which is a proposed increase to capacity for a liquor primary license, *Council Policy G-17: Municipal Liquor Licensing Policy* requires (Council Policy G-17) Council approval and the provincial Liquor and Cannabis Regulation Branch (LCRB) requires local government comment in the form of a resolution from Council that addresses prescribed regulatory criteria and provides a recommendation as to whether the licence change should be approved. The proposed letter, including the Council resolution in favour of the application and the rationale for support, is attached as Appendix A.

☐ Information Report ☒ Administrative Report (Decision or Direction)

DISCUSSION

Analysis

Bar Oso has applied to increase the licensed capacity on the lower level of their liquor primary establishment from 18 to 58 persons (increase of 40). The lower level (basement) is currently licensed

for 18 persons and the upper floor (Village Stroll level) is currently licensed for 74 persons. There is also a small patio licensed for eight persons. Current hours of liquor service are 9:00 a.m. to 1:00 a.m. Monday to Sunday.

Bar Oso is located at 150-4222 Village Square in Whistler Village (see location map, Appendix B). The parcel contains the Blackcomb Lodge on the upper levels and six commercial tenancies on the ground floor. The subject parcel is zoned Commercial Core One (CC1). The CC1 Zone permits establishments licensed for the sale and consumption of alcoholic beverages on the premises.

A rationale letter submitted by the applicant (Appendix C) describes that the proposed capacity increase will provide an improved bar and lounge experience for the general public and also enable the lower level of the establishment to hold family events and corporate gatherings. Total capacity change for the establishment is proposed to increase from 100 to 140 persons (increase of 40). An architectural plan showing the redlined area with the proposed increase in capacity has been provided and is attached to this report as Appendix D.

The floor plan has been reviewed by the Resort Municipality of Whistler (RMOW) Building Department and Whistler Fire Rescue Services (WFRS) for code compliance and deemed acceptable. The floor plan has been stamped by WFRS for an occupant load of 58 persons on the lower level, 82 persons on the main level and eight persons on the main floor patio (total occupant load of 140 persons). This stamped plan is attached as Appendix E.

Current Good Standing Status

As per Council Policy G-17, an application requesting a permanent change to a liquor licence the applicant must be in "Good Standing" with respect to the compliance and enforcement history of the establishment. A Good Standing review was conducted to determine the compliance history of the applicant. The application was referred to the RCMP, the WFRS and the RMOW Building and Bylaws Departments. Each was asked to provide a written list of any contraventions and their disposition for the 12-month period preceding the date of the application and any other comments considered to be relevant. There were no compliance issues identified, and the RCMP have determined Bar Oso to be in Good Standing.

LCRB Review Criteria and Process

For a liquor licence application that requests to increase capacity of an existing liquor primary establishment, local government must provide comments to the LCRB in the form of a resolution from Council. Local government must also gather public input from the community in the immediate vicinity of the proposed service area. The resolution from Council must take into account:

- The location of the establishment; and
- The person capacity and hours of liquor service of the establishment.

The resolution from Council must specifically comment on the following:

- The impact of noise on the community in the immediate vicinity of the establishment;
- The impact on the community if the application is approved;
- The views of the residents and a description of the methods used to gather views; and
- A recommendation as to whether or not the capacity increase should be approved and the reasons on which the recommendation is based.

Recommendations to the LCRB must include whether the application should be approved or rejected and must include the reasons on which those recommendations are based.

The proposed letter recommending approval of the application is presented in Appendix A addresses all the LCRB requirements. Bar Oso has recently undergone significant reinvestment and the proposed increase in liquor primary capacity within the basement area will provide enhanced service and capacity for special events and family events. The additional capacity is not expected to create any potential negative noise impacts and will be a positive addition to Whistler's food and beverage offerings. Views of residents and the community were solicited through the Liquor License Advisory Committee (LLAC), advertisement in the *Pique Newsmagazine* and a site application notification sign. As discussed in further detail below, the LLAC supported the application and there were no comments received from the public.

LLAC Review Process

As part of the LLAC review process, a summary of the applicant's proposal was referred by e-mail to LLAC members on August 31, 2023 and members were asked to provide their initial comments. Staff then prepared a report, which was presented at the October 12, 2023 LLAC meeting. The report addressed the LLAC review criteria regarding the need for the licence amendment and the potential impacts on the resort community. An applicant presentation clarified details of the application. The applicant addressed LLAC member questions regarding layout details for the lower level. The LLAC passed a resolution in support of the application by Bar Oso for an increase to their lower level interior capacity to their liquor license. An excerpt of draft minutes of the LLAC meeting are attached as Appendix F.

POLICY CONSIDERATIONS

Relevant Council Authority/Previous Decisions

For a change to a liquor primary licence resulting in an increase in total occupant load, *Council Policy G-17: Municipal Liquor Licensing Policy* requires Council approval and the provincial LCRB requires local government comment in the form of a resolution from Council addressing prescribed regulatory criteria and a recommendation as to whether the licence change should be approved.

2023-2026 Strategic Plan

The 2023-2026 Strategic Plan outlines the high-level direction of the RMOW to help shape community progress during this term of Council. The Strategic Plan contains four priority areas with various associated initiatives that support them. This section identifies how this report links to the Strategic Plan.

Strategic Priorities

☐ Housing

Expedite the delivery of and longer-term planning for employee housing

☐ Climate Action

Mobilize municipal resources toward the implementation of the Big Moves Climate Action Plan

☐ Community Engagement

Strive to connect locals to each other and to the RMOW

☐ Smart Tourism

Preserve and protect Whistler's unique culture, natural assets and infrastructure

☒ Not Applicable

Aligns with core municipal work that falls outside the strategic priorities but improves, maintains, updates and/or protects existing and essential community infrastructure or programs.

Community Vision and Official Community Plan

The Official Community Plan (OCP) is the RMOW's most important guiding document that sets the community vision and long-term community direction. This section identifies how this report applies to the OCP.

The recommended resolution included within this report is consistent with the applicable goals, objectives and policies included within "OCP Bylaw No. 2199, 2018". Specifically, the proposal is consistent with:

- **Policy 5.6.3.18** to manage liquor licensing to support a wide variety of food and beverage offerings and maintain a safe and friendly atmosphere. The application review process included review by relevant agencies and public notice to reduce potential negative impacts of liquor-related issues associated with late-night entertainment uses;
- **Policy 5.6.2.4** to work collaboratively with property owners and the business community to support rejuvenation, reinvestment and the ongoing success of Whistler's commercial area; and,
- **Policy 5.6.3.1** to reinforce Whistler Village as the primary multi-use centre with a wide variety of retail, office, service, food and beverage, entertainment, recreation, leisure, institutional, cultural and visitor accommodation uses.

BUDGET CONSIDERATIONS

There are no budget considerations. The municipal application fee for an amendment to an existing licence is structured to cover staff costs for processing the application.

LÍ'WAT NATION & SQUAMISH NATION CONSIDERATIONS

The RMOW is committed to working with the Líl'wat People, known in their language as *L'il'wat7úl* and the Squamish People, known in their language as the *Skwxwú7mesh Úxwumixw* to: create an enduring relationship; establish collaborative processes for Crown land planning; achieve mutual objectives; and enable participation in Whistler's resort economy.

There are no specific considerations to include in this report.

COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Comment(s):

In compliance with Council Policy G-17, the applicant advertised the proposed licence change in the September 8 and 15, 2023 editions of the *Pique Newsmagazine* and a notification sign was posted at

the establishment since September 8, 2023 to provide an opportunity for public comment. The advertisements and site sign requested that any comments be provided in writing to the RMOW Planning Department before October 8, 2023. No comments were received.

REFERENCES

Appendix A – Letter to LCRB including Council resolution for lower level capacity increase
Appendix B – Location Map
Appendix C – Rationale
Appendix D – Architectural Plan
Appendix E – Occupant Load Stamped Plan
Appendix F – Draft Minutes of October 12, 2023 LLAC Meeting (relevant excerpt)

SUMMARY

This report provides a recommendation regarding an application for Bar Oso to increase the licensed capacity on the lower level of the establishment from 18 to 58, resulting in a total capacity change for the establishment from 100 to 140. The report provides a recommended resolution to support the application for Council's consideration that addresses criteria specified by the LCRB. The recommended resolution is a result of review of the application in accordance with Council Policy G-17 and consultation with the community.

SIGN-OFFS

Written by:

Brook McCrady,
Planning Analyst

Reviewed by:

Melissa Laidlaw,
Manager of Development Planning

Mike Kirkegaard,
Director of Planning

Dale Mikkelsen,
General Manager, Climate Action Planning and
Development Services

Virginia Cullen,
Chief Administrative Officer

RMOW File: LLR01394

General Manager,
Liquor Cannabis and Regulation Branch

RE: Application from Bar Oso to increase the licensed capacity on the lower level of the establishment from 18 to 58 persons as an amendment to liquor primary licence no. 16278, located at 150-4222 Village Square, Whistler

At the Regular Council Meeting held on November 21, 2023 the Council passed the following resolution with respect to the application for the above liquor primary licence:

That Council approve the application for Bar Oso, located at 150-4222 Village Square in Whistler Village, to increase the licensed capacity on the lower level of the establishment from 18 to 58 persons for its Liquor Primary Licence No. 162781, having considered the criteria as required by the Liquor and Cannabis Regulation Branch (LCRB), as set out in support of this application in Appendix A to Administrative Report No. 23-114; and further,

That Council authorize the letter attached as Appendix A to Administrative Report No. 23-114 to be executed on behalf of the Resort Municipality of Whistler by its authorized representatives and sent to the LCRB in support of the Bar Oso application.

Council recommends the amendment to the Bar Oso Liquor Primary Licence No. 162781 for the following reasons:

The proposed licensing will provide for improved customer service for both visitors and residents and will not have any significant negative impacts on the resort community. The applicant has entered into a Good Neighbour Agreement and Noise Mitigation Plan with the Resort Municipality of Whistler (RMOW).

Council has considered and approves the following supporting information:

- 1) The location of the establishment:
 - Bar Oso is located at 150-4222 Village Square in the core commercial area of Whistler Village.
- 2) The person capacity and hours of liquor service of the establishment:
 - Total capacity change for the establishment is proposed to increase from 100 to 140 persons.
 - The current hours of operation at the establishment are from 9:00 a.m. to 1:00 a.m. Monday to Sunday. No changes to hours of service have been requested. The licensed hours for the establishment conform to the municipal hours of liquor service guidelines for liquor primary licences contained in *Council Policy G-17: Municipal Liquor Licensing Policy*.
- 3) The impact of noise on the community in the immediate vicinity:



- As the proposed capacity increase is on the lower basement level of the establishment it is expected to have less of an impact on late night noise or disturbances (as opposed to Village Stroll level).
- Bar Oso is subject to the provisions of the "RMOW Noise Control Bylaw No. 2362, 2022".

The Good Neighbour Agreement that the applicant has entered into with the RMOW commits the applicant to limit noise disturbances, and to close doors and windows by 10 p.m.

4) The impact on the community if the application is approved:

- If the application is approved, the impact on the community will likely be positive by permitting Bar Oso greater flexibility in the lower level space with the service of alcohol as an added amenity when hosting family events and corporate gatherings. The proposed increase to capacity will provide additional employment opportunities, increased tax revenue for local, provincial and federal governments and will further diversify the hospitality industry in Whistler.
- Food and beverage establishments bring vitality to Whistler Village and are critical to the long-term success of the resort.

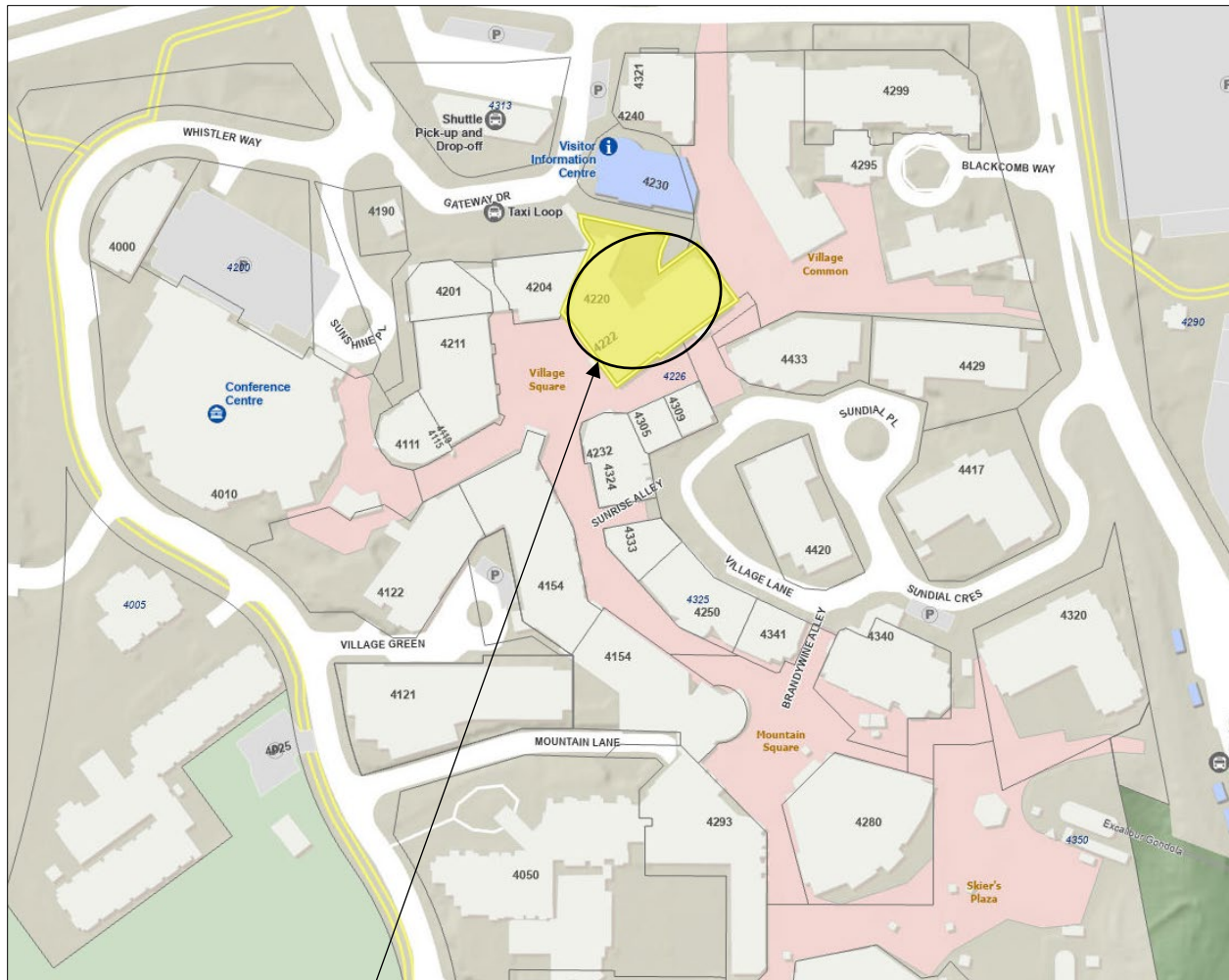
5) The Council's comments on the views of residents are as follows:

- Council believes that residents are not opposed to the application. The method used to gather the views of residents was placement of an information sign at the front of the establishment for thirty days commencing September 8, 2023 and advertisements in the September 8 and 15, 2023 editions of *Pique Newsmagazine*, the local newspaper. No comments were received.
- The municipal Liquor Licence Advisory Committee, a select committee of municipal Council, comprising various community representatives, supported the application.

The undersigned hereby certifies the above resolution to be a true copy of the resolution passed by the Council of the Resort Municipality of Whistler on November 21, 2023.

Sincerely,

Corporate Officer
Resort Municipality of Whistler



Subject Property:
4222 Village Square



RISINGTIDE
CONSULTANTS — EST. 1988

August 11, 2023

VIA EMAIL

Mr. Brook McCrady
Planning Analyst
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5

Dear Mr. McCrady:

**Re: Letter of Rationale
Application for a Structural Change to increase the capacity at
Bar OSO
150 - 4222 Village Square, Whistler, B.C. V8E 1H6
Liquor Primary Licence Number 162781
Licensee: Aquilini Restaurants Limited Partnership**

The writer is assisting the above applicant with an Application for a Structural Change to RMOW and the Liquor Branch.

Currently the establishment consists of Person 1 of 18 persons which is located downstairs in the establishment and Person 2 of 74 persons which is located on the main level of the establishment and also there is a patio of 8 persons.

Our client is undertaking a Structural Change Application at this establishment to increase the capacity of Person 1 of 18 persons downstairs to 58 persons.

Person 2 of 74 persons and Patio 1 of 8 will remain the same.

The Top Table Group is requesting this structural change application to increase the capacity of the downstairs area of the establishment to create a greater bar and lounge experience for the general public. Also this downstairs area has family events and corporate gatherings from time to time which require a greater licensed area than 18 persons.

This increase in capacity for the downstairs area will add flexibility and diversity to Bar OSO and enable Bar OSO to compete with the other liquor primary licensed establishments in Whistler.

The customer base being served are tourists both International and North American and local people living and working in Whistler and the surrounding areas.

This increase in capacity will also benefit the community in that it will provide employment opportunities and provide a source of tax revenue for the Local, Provincial and Federal Governments. It will further diversify the Hospitality industry in Whistler.

The Top Table Group does not envisage any adverse impacts on the community with this increase in capacity for Bar OSO. Indeed, it will have positive impacts and benefits.

The applicant also submits the following additional factors for consideration:

- Bar OSO is located in Village Square, Whistler within close proximity of all Hotels and in close proximity to local residents who live and work in the area.
- This establishment will not be operated as a pub or neighbourhood house.

Aquilini Restaurants Limited Partnership and the Top Table Group are long time operators of several liquor licences in Whistler and have a very positive record with the Liquor & Cannabis Regulation Branch, the Resort Municipality of Whistler and Whistler RCMP.

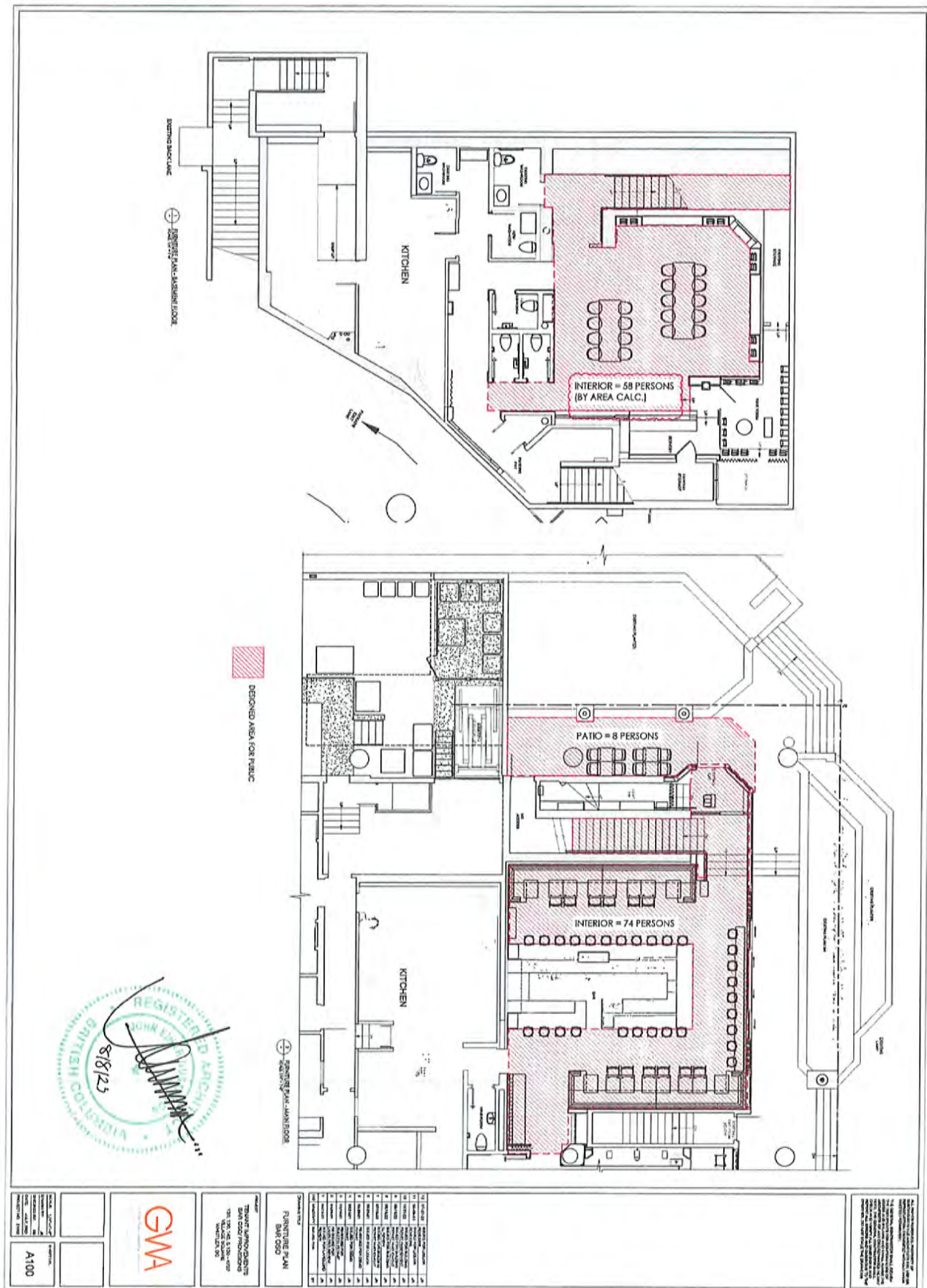
Please do not hesitate to contact us if you require further information.

Yours truly,

RISING TIDE CONSULTANTS

A handwritten signature in black ink that reads "Susan Mander". The signature is fluid and cursive, with a small dot at the end.

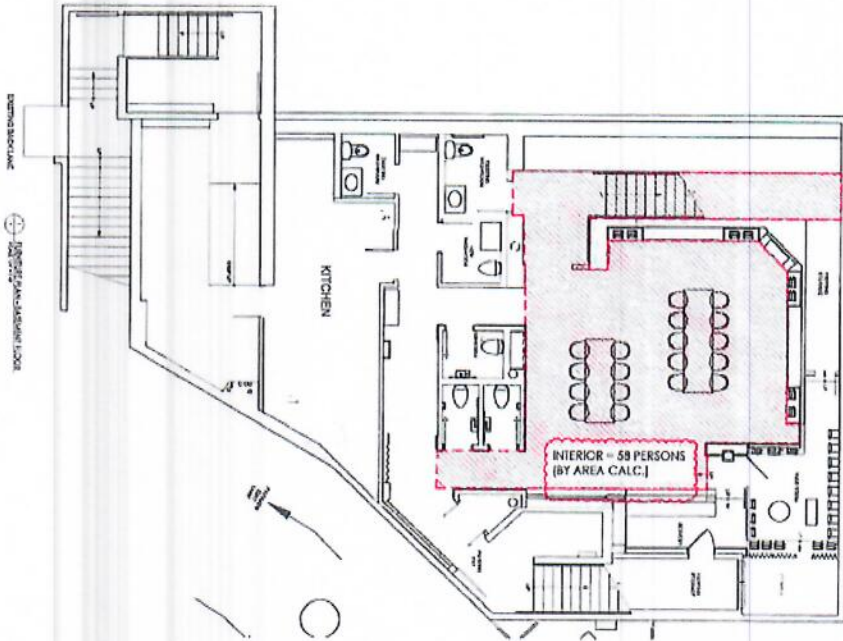
Susan Mander
Liquor Licensing Specialist



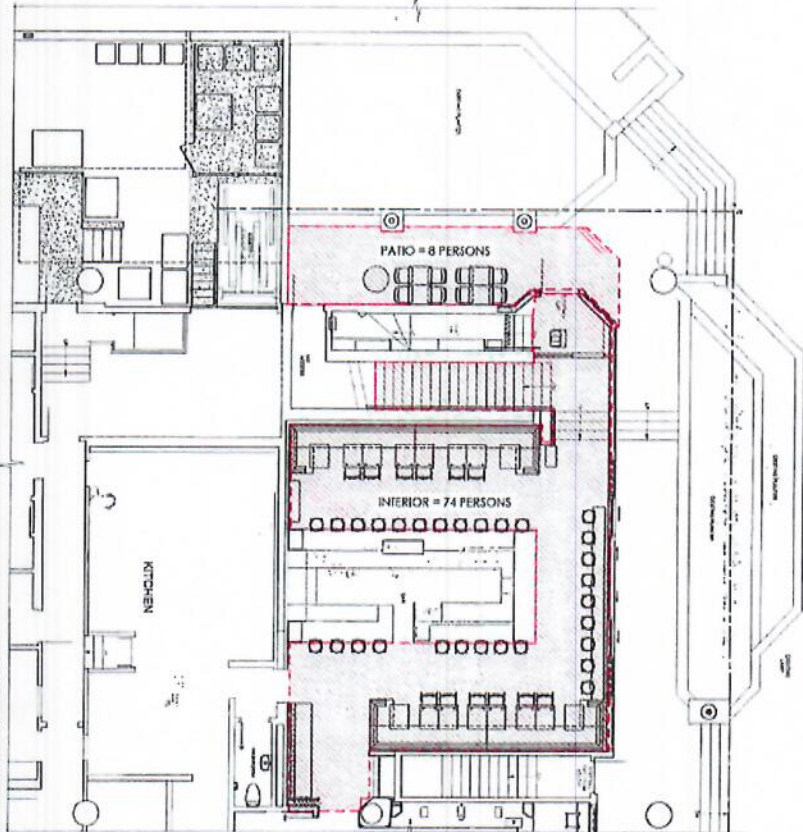
Whistler Fire Rescue Service

Date Signed: *Aug 17/23.*

Name: *[Signature]*



Whistler Fire Rescue Service
LOWER LEVEL
Occupant Load # *58*



Whistler Fire Rescue Service
MAIN LEVEL = 74
PATIO = 8
Occupant Load # *82*



GMA GROUNDWORK MANAGEMENT ASSOCIATION 10000 16th Avenue, Suite 100 Edmonton, Alberta T5A 3P8 Tel: 780-443-1111 Fax: 780-443-1112 Email: info@gma.ca Website: www.gma.ca		FOOTING PLAN DATE: 08/17/23 DRAWN BY: J. M. M. M. CHECKED BY: J. M. M. M. APPROVED BY: J. M. M. M.	NOTES: 1. THIS PLAN IS A PART OF THE PROJECT AND SHOULD NOT BE USED SEPARATELY. 2. ALL DIMENSIONS ARE IN METERS. 3. ALL MATERIALS ARE TO BE OF THE HIGHEST QUALITY. 4. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE. 5. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LOCAL BY-LAWS. 6. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. 7. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE PROJECT DRAWINGS. 8. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE PROJECT SCHEDULE. 9. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE PROJECT BUDGET. 10. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE PROJECT GOALS.
---	--	---	---

ADOPTION OF MINUTES

Moved by Jeremy Peterson
 Seconded by Jackie Dickinson

That the Liquor Licence Advisory Committee adopt the Regular Liquor Licence Advisory Committee Minutes of March 9, 2023 as circulated.

CARRIED

NOMINATION OF CHAIR AND VICE-CHAIR

Moved by Kevin Wallace
 Seconded by Jackie Dickinson

That the Liquor Licence Advisory Committee support Jeremy Peterson as Chair of the Liquor Licence Advisory Committee

CARRIED

Moved by Jeremy Peterson
 Seconded by Jackie Dickinson

That the Liquor Licence Advisory Committee support Kevin Wallace as Co-Chair of the Liquor Licence Advisory Committee

CARRIED

PRESENTATIONS/DELEGATIONS

LLR01394
 Bar Oso.
 4222 Village Square –
 Unit 150
 Increase Interior
 Capacity

An introduction was given by Brook McCrady regarding Bar Oso's application for an increase to their lower level interior capacity to their liquor licence:

A presentation by Bert Hick, Rising Tide Consultants representative of Bar Oso

- Bar Oso expanded in size in lower level
- Structural change to Bar Oso, the space downstairs, primarily used for event space, corporate events, weddings, other occasions.
- We have the ability to increase from 18 to 58 as per floor plan from Fire dept
- The net increase of 40 people.
- It is primary as an event space, works jointly with Provisions and Araxi (same ownership)

QUESTIONS & ANSWERS

Q. When you look at application, raising that many seats, how do you fit the seats. To make it to 58 seats, it is tight.

A. Configuration of the use of the room depends on the event, could be stand up reception; could be sit down dinner, does have a full dedicated washroom in the space; all the activity is on main floor

Q. Licenced as a liquor primary, what is the washroom total

A. Downstairs, 6 water closets; washrooms next door, via connection on the main floor to Provisions

Q. Will you hit fire limit

A. Yes

Q. The seats were originally allowed downstairs, but were moved upstairs to increase capacity and now requesting for downstairs to fire limit

A. Fire dept has stamped approval; the calculation is based on building code, on food and beverage use

COMMENTS

Floor plans were confusing, the representative has clarified; Mix and mingle

Whether or not this increase capacity could become a nightclub. Will the owners commit to a certain manner; the ownership has no interest in owning a nightclub

A set calculation has been verified by the Fire Department

Hotel prospective, happy for another event space for guests.

Concern with being a nightclub, it has been clarified, the business plans are in other places, it doesn't indicate it going in that direction.

The stairs are licensed for walking up and down with drinks, if you have a party downstairs, or upstairs, they can wonder with their drinks and walk outside with their drinks.

Downstairs is a good room to have for a wedding reception.

Moved by Jackie Dickinson
Seconded by Jeremy Peterson

That the Liquor Licence Advisory Committee supports the application by Bar Oso for an increase to their lower level interior capacity to their liquor licence

OTHER BUSINESS

There were no items of Other Business.

MOTION TO TERMINATE

Moved by Jackie Dickinson
Seconded by Jeremy Peterson

That the Liquor Licence Advisory Committee meeting of Thursday, October 12, 2023 be terminated at 11:05 a.m.

CARRIED

STAFF REPORT TO COUNCIL

PRESENTED: November 21, 2023
FROM: Legislative Services
SUBJECT: MUTUAL AID AGREEMENT REPEALING BYLAW NO. 2421, 2023

REPORT: 23-115
FILE: 3900-20-2421

RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Corporate Services and Public Safety be endorsed.

RECOMMENDATION(S)

That Council consider giving “Mutual Aid Agreement Repealing Bylaw No. 2421, 2023” first, second and third readings.

PURPOSE OF REPORT

This report seeks consideration of the first three readings of “Mutual Aid Agreement Repealing Bylaw No. 2421, 2023,” (Repealing Bylaw) a bylaw to repeal the following bylaws for the purposes discussed below:

- “Highway 99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996” (Highway 99 Bylaw) attached as Appendix A;
- “Fire Service Dispatch Agreement Bylaw No. 1578, 2002” (Fire Dispatch Bylaw) attached as Appendix B;
- “Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003” (Garibaldi Mutual Aid Bylaw) attached as Appendix C; and
- “Squamish Mutual Aid Agreement Bylaw No. 1666, 2004” (Squamish Mutual Aid Bylaw) attached as Appendix D.
(Collectively, the Old MAAs)

☐ Information Report ☒ Administrative Report (Decision or Direction)

DISCUSSION

Background

For many years, the Resort Municipality of Whistler (RMOW) entered into mutual aid agreements (MAA) with neighbouring municipalities and regional districts to provide and receive fire response aid

when local services were insufficient. Historically, the RMOW relied on the *Municipal Act* and then its amendment, the *Local Government Act* (LGA), to execute MAAs. Previous legislative requirements mandated that a bylaw pertaining to a proposed MAA had to be adopted before the municipality could execute the MAA with participating municipalities.

Past RMOW practice for MAAs typically involved term contracts lasting five years. After each term had ended, the RMOW would adopt a new bylaw that repealed and replaced the previous MAA bylaw, and then enter a new five-year term contract with neighbouring municipalities.

During the term of the Old MAAs, legislative changes were made that streamlined the MAA process by removing the requirement of drafting a new bylaw each time Whistler Fire Rescue Services (WFRS) needed to execute a new MAA. In 2003, the sections of the LGA that required an MAA bylaw were repealed and the sections that spoke to MAAs were now found in the *Community Charter* (CC). The CC does not require municipalities to adopt bylaws before entering into MAAs. Following the new requirements, WFRS correctly entered into three new MAAs without drafting corresponding bylaws (the Garibaldi Mutual Aid Agreement, Squamish Mutual Aid Agreement, and Pemberton Mutual Aid Agreement).

As a result of the change in legislation, there are now four active bylaws that allow the RMOW to enter into MAAs contracts that have long since expired. As a result, the Old MAA Bylaws are no longer aligned with our current MAAs.

Analysis

Section 137 of the CC grants the RMOW the power to repeal a bylaw. To repeal a bylaw, the RMOW has to either amend the existing bylaw to include an end date or create a new bylaw that would repeal the bylaw. The current structure of the CC does not require corresponding bylaws for MAAs.

The Fire Dispatch Bylaw, Garibaldi Mutual Aid Bylaw and Squamish Mutual Aid Bylaw are all agreements that have subsequently been replaced in 2010 by new MAAs with no termination date. The new MAAs are substantially similar to the MMAs included in the Old MAA Bylaws, but no longer require the Bylaw framework as described above. The Highway 99 Bylaw is an older bylaw with a five-year term that was not replaced and has not been repealed and speaks to services such as “Road Rescue” outside municipal boundaries are now under the jurisdiction of the Provincial Emergency Road Rescue Program. The Garibaldi Mutual Aid Agreement is attached as Appendix E as an example of an MAA currently in force.

This Repealing Bylaw is a housekeeping bylaw that will collectively repeal the Old MAA Bylaws which no longer align with the current legislative requirements and MAAs.

POLICY CONSIDERATIONS

Relevant Council Authority/Previous Decisions

Section 137 of the CC grants the RMOW the authority to repeal bylaws through either amending the original bylaw or through a new bylaw.

Highway 99 Mutual Aid Bylaw attached as Appendix A.

Fire Dispatch Bylaw attached as Appendix B.

Garibaldi Mutual Aid Bylaw attached as Appendix C.

Squamish Mutual Aid Bylaw attached as Appendix D.

2023-2026 Strategic Plan

The 2023-2026 Strategic Plan outlines the high-level direction of the RMOW to help shape community progress during this term of Council. The Strategic Plan contains four priority areas with various associated initiatives that support them. This section identifies how this report links to the Strategic Plan.

Strategic Priorities

☐ Housing

Expedite the delivery of and longer-term planning for employee housing

☐ Climate Action

Mobilize municipal resources toward the implementation of the Big Moves Climate Action Plan

☐ Community Engagement

Strive to connect locals to each other and to the RMOW

☐ Smart Tourism

Preserve and protect Whistler's unique culture, natural assets and infrastructure

☒ Not Applicable

Aligns with core municipal work that falls outside the strategic priorities but improves, maintains, updates and/or protects existing and essential community infrastructure or programs

Community Vision and Official Community Plan

The Official Community Plan (OCP) is the RMOW's most important guiding document that sets the community vision and long-term community direction. This section identifies how this report applies to the OCP.

The Repealing Bylaw serves to ensure that current MAAs reflect current legislative requirements and the RMOW's MAA Bylaws that do not align with current MAAs.

BUDGET CONSIDERATIONS

There are no budget considerations.

LÍŁWAT NATION & SQUAMISH NATION CONSIDERATIONS

The RMOW is committed to working with the LÍŁwat People, known in their language as *L'il'wat7úl* and the Squamish People, known in their language as the *Skwxwú7mesh Úxwumixw* to: create an enduring relationship; establish collaborative processes for Crown land planning; achieve mutual objectives; and enable participation in Whistler's resort economy.

There are no specific considerations to include in this report.

COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Comment(s):

No public engagement is required to adopt the Repealing Bylaw.

REFERENCES

“Mutual Aid Agreement Repealing Bylaw No. 2421, 2023” (Included in Council Package)

Appendix A – “Highway 99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996”

Appendix B – “Fire Service Dispatch Agreement Bylaw No. 1578, 2002”

Appendix C – “Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003”

Appendix D – “Squamish Mutual Aid Agreement Bylaw No. 1666, 2004”

Appendix E – Garibaldi Mutual Aid Agreement, signed 2010

SUMMARY

Staff recommends that Council provide first, second and third readings of the “Mutual Aid Agreement Repealing Bylaw No. 2421, 2023” to repeal the Old MAA Bylaws that reference outdated contracts, in order align the RMOW with the current legislative framework.

SIGN-OFFS

Written by:

Caitlin Hodgson,
Deputy Corporate Officer

Thomas Doherty,
Fire Chief

Reviewed by:

Pauline Lysaght,
Manager of Legislative Services / Corporate
Officer

Ted Battiston,
General Manager of Corporate Services and
Public Safety

Virginia Cullen,
Chief Administrative Officer

RESORT MUNICIPALITY OF WHISTLER

BYLAW NO. 1226, 1996

A BYLAW TO AUTHORIZE THE RESORT MUNICIPALITY OF WHISTLER TO ENTER INTO A
MUTUAL AID AGREEMENT WITH THE DISTRICT OF SQUAMISH, VILLAGE OF
PEMBERTON AND SQUAMISH-LILLOOET REGIONAL DISTRICT, WHICH WOULD PROVIDE
FOR THE USE OF FIRE FIGHTING AND ASSISTANCE RESPONSE EQUIPMENT AND
PERSONNEL FOR MUTUAL AID FOR RESCUE PURPOSES ALONG HIGHWAY 99
BETWEEN SQUAMISH AND PEMBERTON

WHEREAS under the provisions of Part 19 of the Municipal Act, R.S.B.C. 1979, the Council of a municipality may by bylaw make agreements with other municipalities for the use in the municipality or in other municipalities of fire fighting and assistance response equipment and personnel on terms and for remuneration agreed to by the parties;

AND WHEREAS it is deemed desirable and expedient to enter into an agreement with the District of Squamish, Village of Pemberton and Squamish-Lillooet Regional District, in order that the parties may assist each other in the provision of fire fighting and other emergency response assistance along Highway 99, if the Fire Chief or his designate consider it prudent and practicable to do so, regardless of jurisdictions, and provided that the Resort Municipality of Whistler's response is in the area outlined in the agreement;

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 "Highway 99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996".
2. That the Resort Municipality of Whistler is hereby empowered and authorized to enter into an agreement with the District of Squamish, Village of Pemberton and Squamish-Lillooet Regional District to provide full coverage for rescue purposes along Highway 99, between the southern boundary of the District of Squamish and Pemberton in accordance with the terms and conditions as set out in the form of agreement attached hereto and marked as Schedule "A" and forming part of this Bylaw.
3. That the Mayor and Clerk for the Resort Municipality of Whistler are hereby authorized to sign the agreement marked Schedule "A" as appendix to this Bylaw on behalf of the Resort Municipality of Whistler.

GIVEN FIRST, SECOND and THIRD READINGS this 3rd day of September 1996.

RECONSIDERED and finally ADOPTED by the Council this 16th day of September 1996.

Signed Original on File

~~Ted Nebbeling, Mayor~~ HUGH O'REILLY,
ACTING MAYOR

Signed Original on File

Brenda M. Sims, Municipal Clerk

I HEREBY CERTIFY that this is a true copy of "Highway
99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996"

Brenda M. Sims, Municipal Clerk

SCHEDULE "A"
Bylaw No. 1226, 1996

HIGHWAY 99 RESCUE AGREEMENT

THIS AGREEMENT dated for reference July 19, 1996, is

AMONG:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way
Whistler, B.C.
V0N 1B4

("Whistler")

AND:

CORPORATION OF THE VILLAGE OF PEMBERTON

1350 Aster Street
P.O. Box 100
Pemberton, B.C.
V0N 2L0

("Pemberton")

AND:

CORPORATION OF THE DISTRICT OF SQUAMISH

37955 2nd Avenue
Box 310
Squamish, B.C.
V0N 3G0

("Squamish")

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT

P.O. Box 219
Pemberton, B.C.
V0N 2L0

("SLRD")

August 14, 1996

9-728, 45-176 & 164-105

7-78.96/sz

GIVEN THAT:

- A. Whistler, Pemberton and Squamish each maintain their own fire fighting equipment and personnel;
- B. Pursuant to section 788(1)(g) of the *Municipal Act*, R.S.B.C. 1979, c. 290, SLRD has established fire prevention and suppression, and assistance response as a local service;
- C. Section 699(1)(d) of the *Municipal Act* provides that the council of a municipality may, by bylaw, make agreements with other municipalities for the use of fire fighting and assistance response equipment and personnel in the municipality or other municipalities, on the terms and for the remuneration agreed to by the parties;
- D. Section 786(1)(b) of the *Municipal Act* permits a regional district to enter into a contract necessary and desirable for the proper implementation of its powers and duties;
- E. Whistler, Pemberton and Squamish desire to assist each other in the provision of fire fighting and emergency response assistance and the SLRD desires assistance from Whistler, Pemberton and Squamish in its local service area, on the terms and conditions set out herein;
- F. The Councils of Whistler, Pemberton and Squamish, and the Board of the SLRD have duly authorized the entering into of this Agreement and empowered the authorized signatories to execute this Agreement on behalf of the respective parties;
- G. The parties wish to assist each other in the provision of fire fighting and other emergency response assistance on the terms and conditions set out herein;

THIS AGREEMENT IS EVIDENCE that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions set out, the parties agree as follows:

- 1. In this Agreement:
 - (a) "Fire Chief" means, for each party, the senior employee responsible for the fire services of that party and his or her delegate;
 - (b) "Incident" means an accident or occurrence involving motor vehicles which results in injury to persons or property which may require rescue or extrication;
 - (c) "Emergency Resources" means all persons and equipment directly available to the fire department of a party, including but not limited to, fire fighting equipment and emergency rescue equipment;

- (d) "Providing Party" means a party receiving a request for assistance under this Agreement, but does not include the SLRD;
- (e) "Requesting Party" means a party requesting assistance under this Agreement;
- (f) "Response Area" means collectively those areas designated as Area 1 through Area 4, inclusive, on the map attached as Schedule "A" to this Agreement, with each area being referred to individually as "Area 1", "Area 2", "Area 3", and "Area 4".

2. The parties agree that Whistler, Pemberton and Squamish shall provide Emergency Resources to the SLRD and to each other as follows:

- (a) Pemberton shall have primary responsibility for providing Emergency Resources to Incidents occurring within Area 1. Where Pemberton's Fire Chief determines that Pemberton's Emergency Resources are not able to respond to an Incident or are insufficient to adequately deal with the Incident, he may request Emergency Resources from the Whistler Fire Chief.
- (b) Whistler shall have primary responsibility for providing Emergency Resources to Incidents occurring within Area 2. Where Whistler's Fire Chief determines that Whistler's Emergency Resources are not able to respond to an Incident or are insufficient to adequately deal with the Incident, he may request Emergency Resources from the Pemberton Fire Chief when the Incident occurs within, or to the north of Whistler's boundaries, or the Squamish Fire Chief when the Incident occurs within or to the south of Whistler's boundaries.
- (c) Whistler and Squamish shall have joint responsibility for providing Emergency Resources to Incidents occurring within Area 3. The Fire Chief first arriving at the scene of the Incident shall be the Incident commander providing assistance where necessary.
- (d) Squamish shall have primary responsibility for providing Emergency Resources to Incidents occurring within Area 4. Where Squamish's Fire Chief determines that Squamish's Emergency Resources are not able to respond to an Incident or are insufficient to adequately deal with the Incident, he may request Emergency Resources from the Whistler Fire Chief.

With the exception of paragraph (c) above, Emergency Resources assisting at an Incident shall be under the direction of the Fire Chief of the Requesting Party, provided that the Emergency Resources may be recalled at any time by the Fire Chief of the Providing Party.

3. A Fire Chief who receives a request for Emergency Resources from a Requesting Party shall determine, in his sole discretion, the extent of the Emergency Resources available and shall dispatch such resources to the Incident; provided that nothing in this Agreement shall require a Fire Chief to dispatch Emergency Resources that he considers are not available or that he considers are otherwise required in the jurisdiction of the Providing Party.
4. Each Requesting Party hereby releases and waives all claims, demands, actions, suits, liabilities, losses, damages, costs (including legal costs), fines, penalties, charges and expenses which it may incur, suffer or be put to arising out of the provision of Emergency Resources by a Providing Party pursuant to or in connection with this Agreement, including those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property or as a result of or in connection with, directly or indirectly, any economic losses suffered or sustained by the Requesting Party, except where caused or contributed to by the negligence of the Providing Party.
5. All equipment provided to a Requesting Party shall be returned to the Providing Party as soon as it is no longer needed for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance.
6. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party under this Agreement. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the equipment or personnel.
7. Each Requesting Party hereby agrees to indemnify and hold harmless a Providing Party from all claims, demands, actions, suits, liabilities, losses, damages, costs (including legal costs), fines, penalties, charges and expenses which it may incur, suffer or be put to, directly or indirectly, arising out of the provision of Emergency Resources by a Providing Party pursuant to or in connection with this Agreement, including those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property or as a result of or in connection with, directly or indirectly, any economic losses suffered or sustained by the Requesting Party or any other person, except where caused or contributed to by the negligence of the Providing Party.
8. No party to this Agreement shall be liable in damages, or otherwise, to another party for a failure to respond to a request for assistance under this Agreement or for failure to provide Emergency Resources or adequate Emergency Resources.
9. Any of the parties may terminate its rights and obligations under this Agreement by giving to the other parties thirty (30) days notice in writing of its intention to do so,

following which the Agreement shall continue in force between the remaining parties.

10. This Agreement shall not be assignable by any of the parties to this Agreement without the prior written consent of each of the parties, and any attempt to assign the rights, duties and obligations hereunder without such consent shall be of no effect.

11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12. Where any notice or other communication is required to be given or made by any party (other than requests and responses for Emergency Resources) under this Agreement, it shall be in writing and is effective if delivered in person or sent by registered mail, to the attention of the Fire Chief, at the addresses set out on page one of this Agreement. A notice or other communication is effective, if delivered in person, when received, and if by registered mail, when the postal receipt is acknowledged by the other party. A party shall give notice of a change of address to all other parties in the manner set out in this provision.

13. In the case of any dispute arising between the parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other parties notice of such dispute and to request arbitration thereof, and the parties may, with respect to the particular matters in dispute, agree to submit the same to arbitration in accordance with the *Commercial Arbitration Act*, S.B.C. 1986, c. 3.

14. Every reference to a party is deemed to include the officers, administrators, servants, employees, agents, and contractors of that party.

15. This Agreement shall remain in force and effect for a period of five years from the date of execution.

16. This Agreement shall be governed by and construed in accordance with the laws of

6

the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the dates set out below

The Corporate Seal of RESORT
MUNICIPALITY OF WHISTLER
was hereunto affixed in the
presence of:

(C/S)

Authorized Signatory

Authorized Signatory

Date: _____

The Corporate Seal of
CORPORATION OF THE VILLAGE
OF PEMBERTON was hereunto
affixed in the presence of:

(C/S)

Authorized Signatory

Authorized Signatory

Date: _____

August 14, 1996

9-728, 45-176 & 164-105

7-78.96/az

7

The Corporate Seal of
CORPORATION OF THE DISTRICT
OF SQUAMISH was hereunto affixed
in the presence of:

(C/S)

Authorized Signatory

Authorized Signatory

Date: _____

The Corporate Seal of SQUAMISH-
LILLOOET REGIONAL DISTRICT
was hereunto affixed in the presence of:

(C/S)

Authorized Signatory

Authorized Signatory

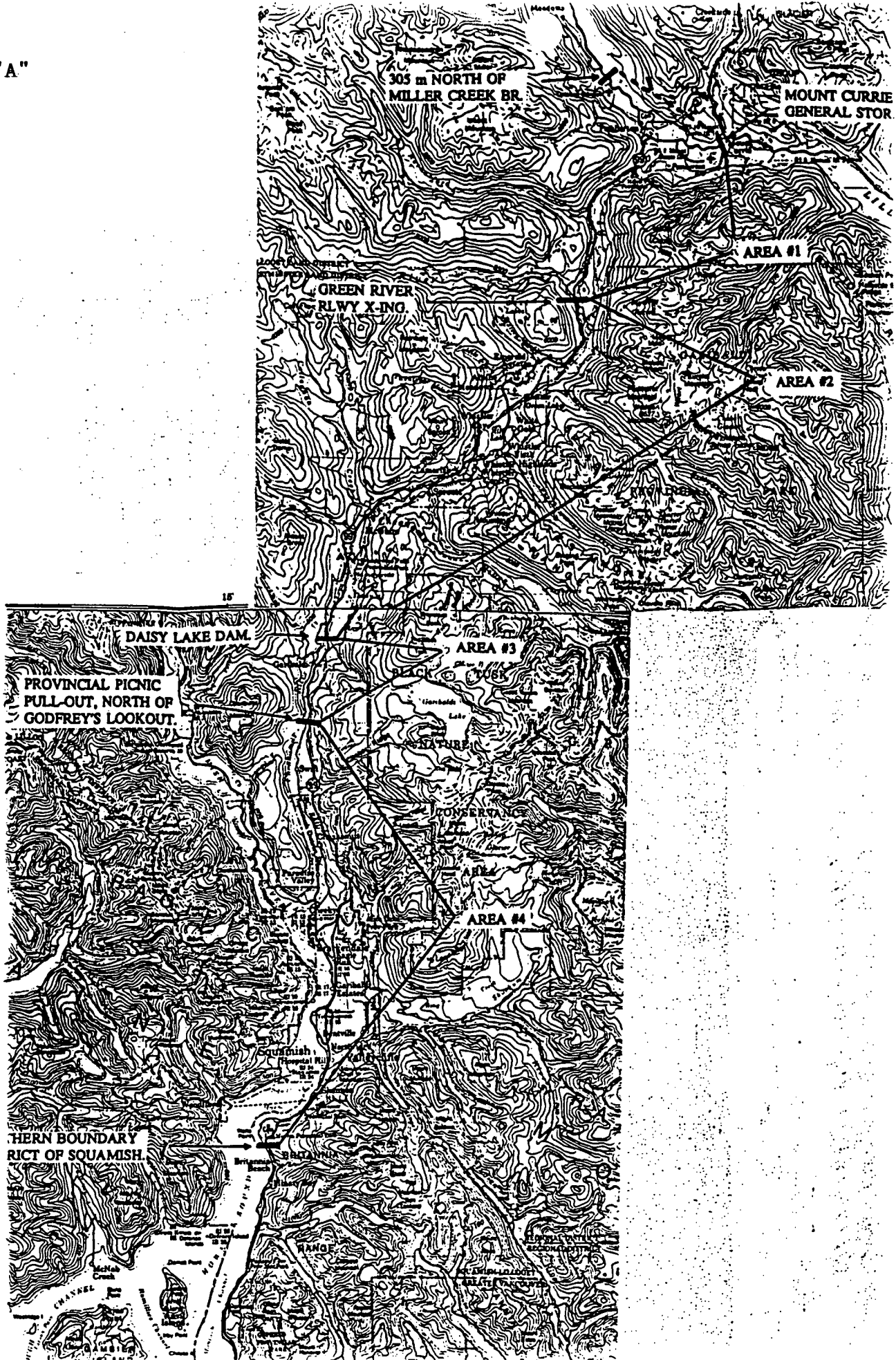
Date: _____

August 14, 1996

9-728, 45-176 & 164-105

7-78.96/tz

Appendix "A"



RESORT MUNICIPALITY OF WHISTLER

"Fire Dispatch Service Agreement Bylaw No. 1578, 2002"

A Bylaw to authorize the Resort Municipality of Whistler to enter into an agreement with the City of Vancouver and the Squamish-Lillooet Regional District.

WHEREAS:

- A. Under Section 176 and Section 513 of the *Local Government Act*, R.S.B.C. 1996, c. 323, Council may contract for materials and services;
- B. The Council of the Resort Municipality of Whistler desires to enter into an agreement substantially in the form and with the content of that set out in Schedule "A" of this Bylaw;

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

1. This bylaw shall be cited for all purposes as the "Fire Dispatch Service Agreement Bylaw No. 1578, 2002".
2. Council hereby authorizes the Resort Municipality of Whistler is to enter into and carry out the terms and conditions of an agreement with the Corporation of the City of Vancouver and the Squamish-Lillooet Regional District in the form set out and attached hereto and forming part of this Bylaw, such agreement to be called Schedule "A", whereby the Corporation of the City of Vancouver agrees to provide to the Resort Municipality of Whistler and the Squamish-Lillooet Regional District a fire dispatch service for a ten year period.
3. The Mayor and Clerk are hereby authorized and empowered to execute the said agreement on behalf of the Resort Municipality of Whistler.
4. "Basic Fire Dispatch Service Agreement Bylaw No. 809, 1990" is hereby repealed.

GIVEN FIRST READING this 18th day of March, 2002.

GIVEN SECOND READING this 18th day of March, 2002.

GIVEN THIRD READING this 18th day of March, 2002.

ADOPTED by the Council this 2nd day of April, 2002.

Signed Original on File

Hugh O'Reilly,
Mayor

Signed Original on File

Brenda Sims,
Municipal Clerk

I HEREBY CERTIFY that this is
A true copy of "Fire Dispatch Service
Agreement Bylaw No. 1578,2002"

Brenda Sims
Municipal Clerk

DISPATCH AGREEMENT

THIS AGREEMENT dated for reference the 1st day of January 2000,

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

RESORT MUNICIPALITY OF WHISTLER
Box 35
4325 Blackcomb Way
Whistler, British Columbia
V0N 1B0

("Whistler")

OF THE SECOND PART

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT
Aster Street
P.O. Box 219
Pemberton, British Columbia
V0N 2L0

(the "Regional District")

OF THE THIRD PART

WHEREAS:

1. The City is authorized,
 - (a) by Sections 145 and 310(e) of the Vancouver Charter to make agreements with other municipalities, and
 - (b) by Section 145 of the Vancouver Charter and the sections of the Local Government Act and Interpretation Act referred to in the recitals below, to make agreements with regional districts

for the use of the City's communication and dispatch system, upon such terms and conditions as may be agreed upon,

B. Whistler is authorized, by Section 176(1), 517(3) and other sections of the Local Government Act, by bylaw, to contract for materials and services and to make agreements with other municipalities, corporations or other properly constituted authorities in respect of fire protection, assistance response and the use of equipment and personnel,

C. The City and Whistler entered into a fire dispatch service agreement for a 10 year period (the "1990 Dispatch Agreement"), dated for reference July 16, 1990, for the City through its fire and rescue services group, to provide basic fire dispatch services to Whistler,

D. The Regional District is authorized, by Section 797(1) of the Local Government Act, to establish and operate a fire prevention and suppression service, and by Section 796(3) of the Local Government Act, to enter into mutual aid agreements respecting the use of equipment and personnel in fire suppression and assistance response inside or outside the service area,

E. Pursuant to Section 27(6) of the Interpretation Act, a power given in an enactment to a person to enter into an agreement includes the power for the person with whom the agreement is to be made to enter into the agreement and carry out its terms,

F. The City and Whistler agreed to replace the 1990 Dispatch Agreement with a new Agreement and the Regional District joined in with the City and Whistler and all three parties entered into a new Agreement dated for reference September 1, 1996 (the "1996 Dispatch Agreement"). Although never signed, all parties acted upon and implicitly agreed to be bound by the 1996 Dispatch Agreement.

G. The 1996 Dispatch Agreement expired on December 31, 1999 and the parties have agreed to enter into this Agreement.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

Definitions

1. In this Agreement

(a) "CADS" means VFR's computer-aided dispatch system,

(b) "Telephone/Radio Circuitry" means:

(i) the two four-wire telephone circuits and associated radio control modules installed within the VFR Dispatch Centre and all repairs, replacements and maintenance deemed appropriate by VFR (excluding all telephone circuitry

past the demarcation point on the "punch block" in the equipment room (where such circuitry becomes the property and responsibility of BC Telephone Company and which is leased or otherwise made available by BC Tel to Whistler, the Regional District or their respective agents or contractors)), and

- (ii) the "911" trunk line between the GVRD's general dispatch centre currently located at E-COMM, 3301 East Pender Street, Vancouver and the VFR Dispatch Centre,

(items (i) and (ii) above, being collectively referred to as the "VFR Portion"), and

- (iii) that portion of the two four-wire telephone circuits which travels from the demarcation point referred to above and continues on to the radio transmitter/receiver station utilized by Whistler and the Regional District to send and receive by two-way radio, dispatch communications between the VFR and the fire halls within Whistler and the SLRD Lands, and,

- (iv) the emergency telephone number(s) published by Whistler and the Regional District as the emergency fire telephone number to be used by the public within Whistler or the SLRD Lands, as the case may be, whether or not part of the "911" telephone trunk line connecting with the 911 telephone trunk line maintained and operated by BC Tel for the Greater Vancouver Regional District and connected to the City's general dispatch centre currently located at 312 Main Street, Vancouver,

(items (iii) and (iv) above, being collectively referred to as the "Whistler/Regional District Portion"),

- (c) "Employees" means with respect to any designated party, the officials, officers, employees and agents of that party,
- (d) "Incident" means each telephone call received by the VFR Dispatch Centre from within the territorial boundary of Whistler or from the SLRD Lands which results in an emergency call dispatched from the VFR to Whistler or the Regional District, but does not include any non-dispatchable telephone call such as a wrong number,
- (e) "Service" means an emergency call dispatch service provided by the VFR Dispatch Centre and includes the following:
 - (i) answering all emergency fire and assistance response requests originating from within the territorial boundaries of Whistler and the SLRD Lands,

- (ii) responding to each such telephone request and obtaining the required information,
 - (iii) signalling by tone alert the Whistler Fire Rescue Service in the case of a call originating from Whistler, and in the case of a call originating from the SLRD Lands, signalling by tone alert both the Regional District's Garibaldi Fire Department and the Whistler Fire Rescue Service,
 - (iv) contacting other agencies to provide assistance as necessary,
 - (v) monitoring Whistler's fire repeater until the close of the incident,
 - (vi) logging incident details into the CADS and supplying to Whistler a daily CADS generated report for all dispatch incidents within both Whistler and the SLRD Lands,
- (f) "SLRD Lands" means those areas lying within the boundaries of Strata Plan VR559, commonly known as Pinecrest Estates, and Strata Plan VR1290, commonly known as Black Tusk Village,
- (g) "Term" means the period of time during which this Agreement is in effect as set out in Section 2 – *Term* below,
- (h) "VFR" means the City's Vancouver Fire and Rescue Services Group,
- (i) "VFR Dispatch Centre" means the VFR's dispatch centre located at 900 Heatley Street, Vancouver, B.C. V6A 3S7,
- (j) "1990 Dispatch Agreement" has the meaning set out in Recital C. above,
- (k) "1996 Dispatch Agreement" has the meaning set out in Recital F. above.

Term

2. This Agreement takes effect on January 1, 2000 and ends at midnight on December 31, 2010, unless sooner terminated pursuant to the other terms of this Agreement.

The Service

3. Subject to the other terms and conditions of this Agreement, the City (through the VFR) will supply the Service during the Term to Whistler and the Regional District.

Telephone/Radio Circuitry

4. In order for the City to provide the Service to Whistler and the Regional District, Whistler has, pursuant to the 1990 Dispatch Agreement, paid for the installation of the VFR's Portion of the Telephone/Radio Circuitry in the VFR Dispatch Centre and has installed the Whistler/Regional District's Portion. Despite any other term of this Agreement, Whistler and the Regional District now acknowledge that the City is not obligated to provide the Service during any period when the Telephone/Radio Circuitry is not working regardless of the reason or cause of such problems.

5. Whistler will, without any cost or expense to the City, continuously maintain and where necessary repair or replace, the Whistler/Regional District's Portion of the Telephone/Radio Circuitry. The City will continuously maintain and where necessary repair or replace, the VFR's Portion of the Telephone/Radio Circuitry. Whistler will pay and be responsible for all costs of maintaining, repairing and replacing the VFR's Portion, whether or not such expenses arise out of accidental loss or damage and no matter how caused. All payments to the City will be due and payable within 30 days of receipt of an invoice from the City.

6. Whistler and the Regional District will not modify the Whistler/Regional District's Portion of the Telephone/Radio Circuitry without the prior written consent of the City.

Annual Payments

7. Subject to any possible increase pursuant to Section 7(b), Whistler will pay to the City for the Service an annual payment (the "Annual Payment"), for the first 500 incidents per calendar year received by the VFR Dispatch Centre from either Whistler or the SLRD Lands, calculated and payable as follows:

- (a) the Annual Payment for the calendar year 2000 is \$12,732 (the "Base Rate"), and the City now acknowledges receipt of payment of the Base Rate for the calendar year 2000,
- (b) the Annual Payment for every year succeeding the year 2000 (the "Succeeding Year") under this Agreement shall be payable on the 1st day of January of every Succeeding Year during the Term of this Agreement (commencing January 1, 2001) and shall be calculated by adding:
 - (i) the Annual Payment for the year preceding the Succeeding Year (the "Base Year") plus
 - (ii) the product of:
 - (1) the Base Rate, and
 - (2) the percentage increase of the annual average Consumer Price Index for metropolitan Vancouver as published by Statistics Canada

(the "CPI") for the calendar year as compared to the CPI for the year immediately preceding the subject calendar year,

- (c) the parties covenant and agree each with the other that if the CPI ceases to be published by Statistics Canada or the then recognized statistics branch of the government of Canada or if the CPI is computed on a different basis from the basis on which it was computed on January 1, 2000, there shall be implied in the place of the CPI for the purposes of determining the Annual Payment payable by Whistler, such substitution for the CPI as the parties may agree upon and failing agreement by them, such substitution for the CPI as may be determined by arbitration to be the index most accurately measuring the CPI at the date such index is required to be determined hereunder weighted in a manner most closely approximating the CPI last published by Statistics Canada. Until the arbitrator shall have determined the substitution for the CPI, Whistler shall pay to the City pending such determination a sum equal to the Annual Payment payable by Whistler on January 1 in the year immediately preceding the year in which such substitution of the CPI is required to be determined and when the substitution is determined the Annual Payment payable by Whistler shall be adjusted accordingly.

Supplementary Payment

8. In addition to the Annual Payment, (and subject to any increase pursuant to Section 8(b)), Whistler shall pay an additional amount of \$20 (the "Supplementary Base Rate") for each incident received by the VFR Dispatch Centre from either Whistler or the SLRD Lands over and above the first 500 incidents in each calendar year plus an additional Supplementary Base Rate for each incident (whether or not part of the first 500 incidents in that year) received by the VFR Dispatch Centre from the SLRD Lands (collectively, the "Supplementary Payment") and such Supplementary Payment shall be calculated and payable as follows:

- (a) the Supplementary Payment will be paid on January 1 immediately following the preceding calendar year and will be calculated by adding the number of incidents originating from the SLRD Lands to the number of all incidents regardless of origin in excess of 500 for the immediately preceding calendar year and multiplying the total by the Supplementary Base Rate, and the City now acknowledges receipt of payment of the Supplementary Payment for calendar year 2000,
- (b) the Supplementary Payment for every Succeeding Year of the Term of this Agreement shall be payable on January 1 of the year immediately following the Succeeding Year and calculated in the same manner except that the Supplementary Base Rate to be used in the calculation will be:
 - (i) the Supplementary Base Rate for the year preceding the Succeeding Year (the "Base Year") plus
 - (ii) the product of:

- (1) the Supplementary Base Rate, and
 - (2) the percentage increase of the annual average Consumer Price Index for metropolitan Vancouver as published by Statistics Canada (the "CPI") for the calendar year as compared to the CPI for the year immediately preceding the subject calendar year,
- (c) the parties covenant and agree each with the other that if the CPI ceases to be published by Statistics Canada or the then recognized statistics branch of the government of Canada or if the CPI is computed on a different basis from the basis on which it was computed on January 1, 2000, there shall be implied in the place of the CPI for the purposes of determining the Supplementary Payment payable by Whistler, such substitution for the CPI as the parties may agree upon and failing agreement by them, such substitution for the CPI as may be determined by arbitration to be the index most accurately measuring the CPI at the date such index is required to be determined hereunder weighted in a manner most closely approximating the CPI last published by Statistics Canada. Until the arbitrator shall have determined the substitution for the CPI, Whistler shall pay to the City pending such determination a sum equal to the Supplementary Payment payable by Whistler on January 1 in the year immediately preceding the year in which such substitution of the CPI is required to be determined and when the substitution is determined, the Supplementary Payment payable by Whistler shall be adjusted accordingly.

Regional District Payment

9. The Regional District shall pay to Whistler \$2.50 per year for each improved unit within the SLRD Lands and the Regional District shall make the payment August 1 of each and every year that this Agreement is in effect, commencing January 1, 2001, and in addition the Regional District shall pay to Whistler the sum of \$500.00 per year as a contribution toward Whistler's costs of installation and maintenance of the equipment.

Prorated Payment

10. If this Agreement is terminated or expires in any year before the end of the calendar year, then the amount payable for that year by Whistler to the City and by the Regional District to Whistler shall be apportioned accordingly.

CADS Report

11. Whistler agrees to reimburse the City for all long distance and facsimile charges incurred by the City in providing daily CADS reports. The City will invoice Whistler for such charges on the first day of each month and Whistler agrees to pay the invoices forthwith upon receipt.

Terminology

12. Whistler and the Regional District agree that all of their Fire Department terminology and operating procedures will, throughout the Term, mirror those used by the VFR Dispatch Centre.

Termination of Agreement

13. In the event of default by any party of any of the provisions of this Agreement, any party may in its sole discretion forthwith terminate this Agreement (as amongst all parties and not simply the defaulting party).

14. Either the City or Whistler may terminate this Agreement upon giving the other party 12 months' prior written notice, and upon expiration of the time set out in such notice, this Agreement, save and except for any covenant to pay any monies due and owing to the City, any covenant to maintain insurance beyond the expiry date and any indemnity to or release of the City, shall be absolutely terminated and of no further force or effect.

If the Regional District wishes to terminate its arrangement with the City and Whistler, it may do so upon giving the other parties 12 months' prior notice, in which case this Agreement shall continue in force between the City and Whistler, and upon expiration of the time set out in the Regional District's notice, this Agreement, save and except for any covenant by the Regional District to pay any monies due and owing and any indemnity to or release of the City or Whistler shall be absolutely terminated and of no further force or effect in respect to the Regional District.

Arbitration

15. If the parties do not agree as to any of the matters under this Agreement, then such disagreement may, if the parties agree, be determined by 1 arbitrator pursuant to the Commercial Arbitration Act.

Indemnities

16. Whistler hereby agrees to indemnify and save harmless the City and its Employees, whether or not the City and its Employees have been negligent, from all costs, losses, damages and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the City or its Employees, in connection with this Agreement, and without limiting the generality of the foregoing, providing the Service, provided however, that this indemnity shall not apply in any case where the emergency call arises from or the Service is provided to the SLRD Lands.

17. The Regional District hereby agrees to indemnify and save harmless the City and Whistler and their respective Employees, whether or not the City or Whistler or their respective Employees have been negligent, from all costs, losses, damages and expenses made against or incurred, suffered or sustained by the City or Whistler at any time or times (either before or after the expiration or sooner termination of this Agreement) where the same or any of them are based upon or arise

out of or from anything done or omitted to be done by the City or Whistler by their respective Employees, in connection with this Agreement and without limiting the generality of the foregoing, providing the Service and maintaining the Dedicated Telephone Lines, provided however, that this indemnity shall not apply in any case where the emergency call arises from or the Service is provided to any area other than the SLRD Lands.

Releases

18. Whistler, on its own behalf, and on behalf of all persons and corporations working by, through, or under Whistler, hereby releases the City and its Employees from all claims related to personal injury, property damage and death suffered or experienced in connection with or during the provision of the Service, whether or not the City and its Employees have been negligent in performance of this Agreement.

19. The Regional District, on its own behalf, and on behalf of all persons and corporations working by, through, or under the Regional District, hereby releases the City, Whistler and their respective Employees from all claims related to personal injury, property damage and death suffered or experienced in connection with or during the provision of the Service or the Dedicated Telephone Lines or any response by them, whether or not the City, Whistler or their respective Employees have been negligent in performance of this Agreement.

Insurance

20. Whistler agrees to maintain an ongoing public liability insurance policy in the amount of \$10,000,000 as additional security for its indemnity provided for in this Agreement. The said policy shall name the City as an added named insured with provision in the said policy that the policy is to cover any liabilities that result from this Agreement. Whistler agrees to maintain the said policy for 2 years after the date of expiry or sooner termination of this Agreement.

21. The Regional District agrees to maintain an ongoing public liability insurance policy in the amount of \$5,000,000 as additional security for its indemnity provided for in this Agreement. The said policy shall name the City and Whistler as added named insureds with provision in the said policy that the policy is to cover any liabilities that result from this Agreement. The Regional District agrees to maintain the said policy for 2 years after the date of expiry or sooner termination of this Agreement.

Notices

22. Any notice, approval or request under this Agreement may be well and adequately given if delivered to the City or to Whistler or to the Regional District, as the case may be, at the addresses set out below or to such other address as any party may from time to time give notice in writing referring to this Agreement and delivered to the appropriate address set out below:

to the City at:

453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: General Manager of Fire and Rescue Services

to Whistler at:

4325 Blackcomb Way
Whistler, British Columbia
V0N 1B0
Attention: Fire Chief

to the Regional District at:

Aster Street
P.O. Box 219
Pemberton, British Columbia
V0N 2L0
Attention: Administrator

Governing Law

23. This Agreement shall be construed according to the laws of the Province of British Columbia.

Authorization

24. The Council or Board of the parties hereto have each passed a resolution or bylaw authorizing the respective parties to enter into this Agreement and empowering the authorized signatories to execute the Agreement on behalf of the respective parties.

Enurement

25. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Emergency Communications for Southwest British Columbia (E-COMM)

26. The upgrading of Vancouver Fire and Rescue procedures and the implementation of the new CAD has been designed in co-operation with E-COMM. Whistler's E-COMM CAD charges relating to this agreement are the responsibility of the Whistler Fire Dept.

These changes were implemented to allow for a seamless transfer of VF&RS and all its dispatch clients to E-COMM when VF&RS is ready to complete the transfer of Fire Dispatching. In the event that a separate government authority or private legal authority such as E-COMM commences dispatch call services for the City, this agreement may be cancelled by either party on the

The Common Seal of RESORT)
MUNICIPALITY OF WHISTLER was)
hereunto affixed in the presence)
of:)

_____))
Mayor)

_____))
Clerk)

(C/S)

The Common Seal of SQUAMISH-)
LILLOOET REGIONAL DISTRICT was)
hereunto affixed in the presence)
of:)

_____))
Chairperson)

_____))
Secretary)

(C/S)

RESORT MUNICIPALITY OF WHISTLER**"Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003**

A Bylaw to authorize the Resort Municipality of Whistler to enter into a Mutual Aid Agreement with the Squamish Lillooet Regional District which would provide for the use of emergency response equipment and personnel for Mutual Aid fire protection purposes.

WHEREAS:

- A. The Council of the Resort Municipality of Whistler has the authority pursuant to Division 1, Part 15 of the Local Government Act R.S.B.C., 1996 Chapter 323 to make agreements for the furnishing of fire protection and assistance response by, or with a properly constituted authority, and for the paying or collecting of agreed charges for such services;
- B. The Council of the Resort Municipality of Whistler desires to enter into an agreement substantially in the form and with the content of that set out in Schedule "A" of this Bylaw.

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 "Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003."
- 2. That the Resort Municipality of Whistler is hereby empowered and authorized to enter into an agreement with the Squamish Lillooet Regional District in the form set out and attached hereto and forming part of this Bylaw, such Agreement to be called Schedule "A", "Garibaldi Mutual Aid Agreement", whereby the Squamish Lillooet Regional District and the Resort Municipality of Whistler agree to assist each other in the provision of fire fighting and other emergency responses in accordance with the terms and conditions as set out in said Schedule "A".
- 3. The Mayor and Municipal Clerk for the Resort Municipality are hereby authorized to execute the Agreement marked Schedule "A" to this Bylaw on behalf of the Resort Municipality of Whistler.
- 4. "Garibaldi Mutual Agreement Bylaw No. 1313, 1997" is hereby repealed.

GIVEN FIRST, SECOND, AND THIRD READINGS this 7th day of April, 2003

ADOPTED by the Council this 22nd day of April, 2003

Signed Original on File

Hugh O'Reilly
Mayor

Signed Original on File

Brenda Sims
Municipal Clerk

**I HEREBY CERTIFY that this is
A true copy of "Garibaldi Mutual Aid
Bylaw No. 1630, 2003."**

Brenda Sims
Municipal Clerk

Schedule "A"

**"GARIBALDI MUTUAL AGREEMENT
BYLAW NO. 1630, 2003"**

THIS AGREEMENT made the day of , 2003.

Between:

RESORT MUNICIPALITY OF WHISTLER **(Whistler)**
4325 Blackcomb Way
Whistler, B.C.
V0N 1B4

OF THE FIRST PART

AND:

SQUAMISH LILOOET REGIONAL DISTRICT **(S.L.R.D.)**
Aster Street
P.O. Box 219
Pemberton, B.C.
V0N 2L0

OF THE SECOND PART

WHEREAS:

- A. Division 1, Part 15 of the Local Government Act R.S.B.C., 1996 Chapter 323 permits a Council by Bylaw, to make agreements with other local governments, improvement districts, the Provincial government, or the federal government, for the use of fire fighting and assistance response equipment and personnel inside or outside the municipality, on terms and for remuneration agreed to by the parties to the agreement;
- B. The SLRD has established fire prevention and suppression and the provision of assistance in response to other classes of circumstances specified by Bylaw that may cause harm to persons or property;
- C. Division 4, Part 24 of the Local Government Act R.S.B.C., 1996 Chapter 323 permits a regional district to enter into any contract considered by the Board to be necessary or desirable for the exercise of its powers and the performance of its duties, including without limiting this operation of services and a regional board may, by bylaw, enter into Mutual Aid Agreements respecting the use of fire fighting and assistance response equipment and personnel in fire suppression and assistance response inside or outside of the service area;
- D. Whistler and the S.L.R.D. each maintain their own fire fighting equipment and personnel;

- E. Whistler and the S.L.R.D. desire to assist each other in the provision of fire fighting and other emergency response on the terms and the conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. In this Agreement:

- (a) "Fire Chief" means, for each party, the senior person responsible for the services of that party and includes the assistants or delegate of the Fire Chief;
- (b) "Incident" means a fire or occurrence which may result in damage to persons or property;
- (c) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to fire fighting equipment, emergency rescue equipment and personnel;
- (d) "Providing Party" means a party receiving a request for assistance under this Agreement;
- (e) "Requesting Party" means a party requesting assistance under this Agreement;
- (f) "Response Area" means those areas contained in:
 - i) Area 1 of the attached map and described as the lands containing Black Tusk Village and Pinecrest Estates and;
 - ii) those areas contained in Area 2 on the attached map and described as the lands containing the Resort Municipality of Whistler.

- 2. Whistler and the S.L.R.D. through their respective Fire Rescue Services shall have primary responsibility for providing emergency services in their respective jurisdictions.
- 3. When a Fire Chief determines that emergency resources are not available to respond or insufficient to adequately respond to an incident within the response area in his/her jurisdiction, he/she may request emergency resources from the other party.
- 4. The providing party shall provide emergency resources to the requesting party to assist in an emergency response to an incident in the response area under the terms and conditions of this Agreement.

5. The Fire Chief of the requesting party shall direct the providing party's emergency resources assisting at an incident. The providing party may recall emergency resources at anytime for emergency response in its own jurisdiction.
6. Upon receipt of a request under Section 3, a Fire Chief of a providing party has a reasonable time to determine, in his/her sole discretion, the extent of the emergency resources available and he/she shall dispatch such emergency resources to the incident; provided that nothing in this Agreement shall require the Fire Chief to dispatch emergency resources that he/she considers are not available or that he/she considers are required for service in the jurisdiction of the providing party.
7. The providing party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of emergency resources to the requesting party.
8. All equipment provided to a requesting party shall be returned to the providing party within 24 hours after it is no longer required for the incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the requesting party at the time of acceptance. If equipment is not returned in good working order, the requesting party shall repair or replace the equipment and provide the providing party with replacement equipment in the meantime.
9. The requesting party shall not be required to pay rent or any other charge to the providing party for the use of the equipment or personnel.
10. The requesting party shall reimburse the providing party any costs for consumable items used at the incident or any equipment that may be damaged beyond repair or destroyed as a result of the incident.
11. Each party shall within three months of the date of the Agreement, compile a list of their respective Fire Chiefs and emergency resources and distribute a copy of the list to the other party. This list shall be revised on the anniversary date of the Agreement and every year thereafter for the duration of the Agreement.
12. It is understood and agreed by each party hereto that in providing emergency services, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in providing the emergency services.
13. The responding party shall indemnify and hold harmless the receiving party and any other responding party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the responding party in providing the emergency services requested.

14. The receiving party shall indemnify and hold harmless the responding party and any other responding party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the receiving party in providing the emergency services requested.
15. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.
16. This Agreement shall not be assignable by either party to this Agreement without the prior written consent of the other party.
17. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
18. Notices or other communications (other than a request for emergency response under this Agreement) shall be in writing and shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office, or mailed by first-class prepaid registered mail to the addresses on the first page hereof, attention the Fire Chief. Any notice delivered shall be deemed to be given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.
19. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c.55.
20. This Agreement shall remain in force and effect for a period of five years from the date of execution.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
22. The Council of Whistler and the Board of the S.L.R.D. have duly authorized the entering into of this Agreement and empowered the authorized signatories to execute this Agreement on behalf of the respective parties.
23. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

24. Every reference to each party is deemed to include the successors, permitted assigns, member, directors, officers, employees, servants, agents and invitees of such party, where the content or parties so permit.

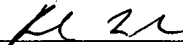
IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**THE CORPORATE SEAL OF
RESORT MUNICIPALITY OF WHISTLER**

Was hereunto affixed in the presence of:



Hugh O'Reilly
Mayor

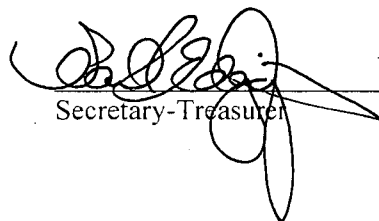


Brenda Sims
Municipal Clerk

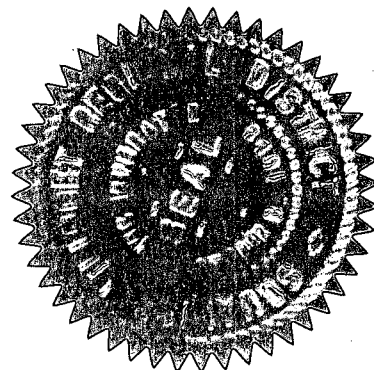
**THE CORPORATE SEAL OF
SQUAMISH LILLOOET REGIONAL
DISTRICT** was affixed in the presence of:

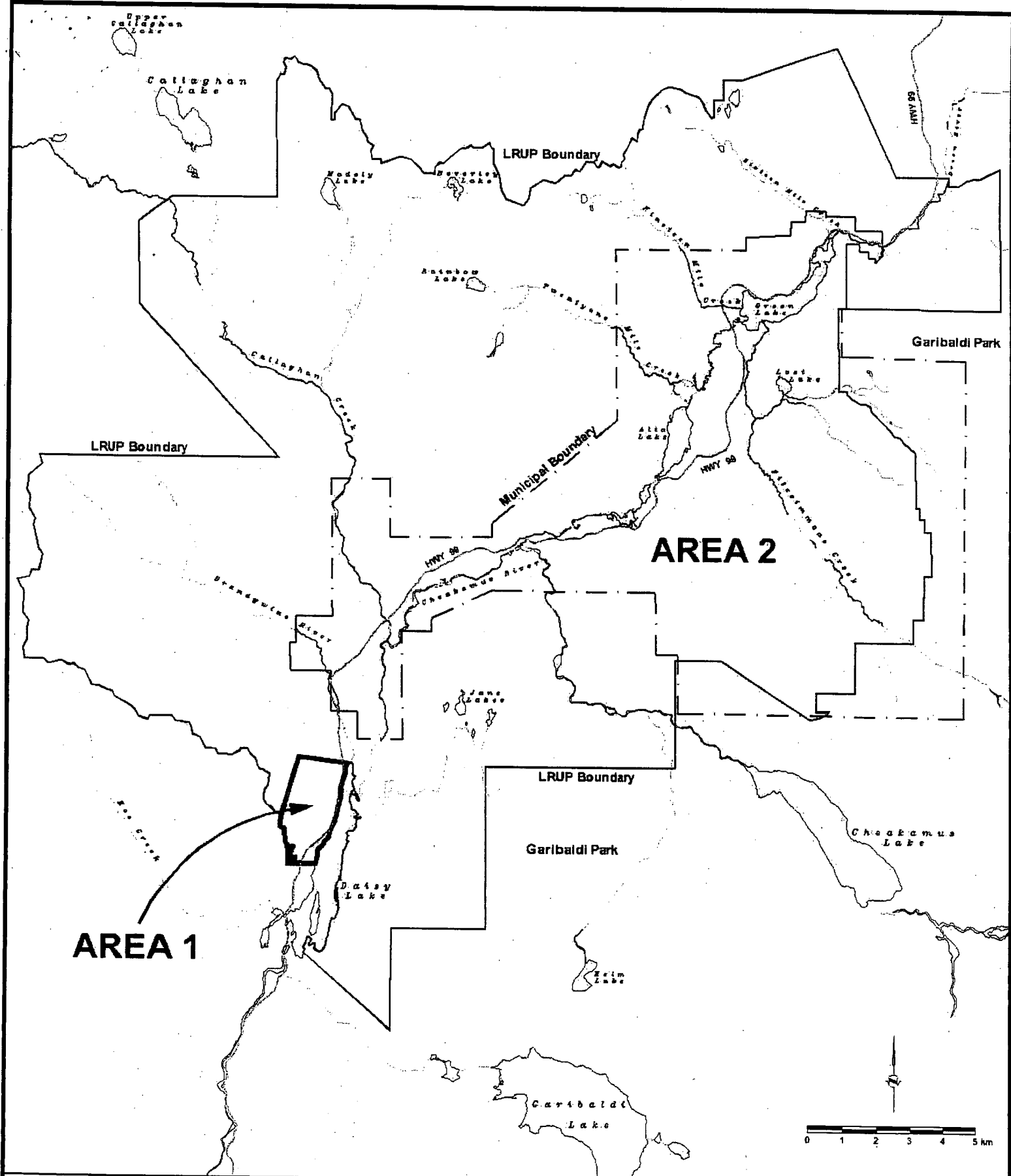


Chair



Secretary-Treasurer





WHISTLER

SCHEDULE "A"
GARIBALDI MUTUAL AID AGREEMENT
BYLAW NO. 1630, 2003

DATE: MARCH 25, 2003

SCALE: N.T.S.

APPROVED BY:

DRAWN BY: BL Page 60 of 351

RESORT MUNICIPALITY OF WHISTLER

“Squamish Mutual Aid Agreement Bylaw No. 1666, 2004”

A Bylaw to authorize the Resort Municipality of Whistler to enter into a Mutual Aid Agreement with the District of Squamish which would provide for the use of emergency response equipment and personnel for Mutual Aid fire protection purposes.

WHEREAS:

- A. The Council of the Resort Municipality of Whistler has the authority pursuant to the Community Charter Section 23 (1) (a) to make agreements for the furnishing of fire protection and assistance response by, or with a properly constituted authority, and for the paying or collecting of agreed charges for such services;
- B. The Council of the Resort Municipality of Whistler desires to enter into an agreement substantially in the form and with the content of that set out in Schedule “A” of this Bylaw.

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 “Squamish Mutual Aid Agreement Bylaw No. 1666, 2004.”
- 2. That the Resort Municipality of Whistler is hereby empowered and authorized to enter into an agreement with the District of Squamish in the form set out and attached hereto and forming part of this Bylaw, such Agreement to be called Schedule “A”, “Squamish Mutual Aid Agreement”, whereby the District of Squamish and the Resort Municipality of Whistler agree to assist each other in the provision of fire fighting and other emergency responses in accordance with the terms and conditions as set out in said Schedule “A”.
- 3. The Mayor and Municipal Clerk for the Resort Municipality are hereby authorized to execute the Agreement marked Schedule “A” to this Bylaw on behalf of the Resort Municipality of Whistler.

GIVEN FIRST, SECOND, AND THIRD READINGS this 19th day of April, 2004

ADOPTED by the Council this 3rd day of May, 2004

Signed Original on File

Hugh O'Reilly
Mayor

Signed Original on File

Brenda Sims
Municipal Clerk

I HEREBY CERTIFY that this is
A true copy of "Squamish Mutual Aid
Bylaw No. 1666, 2004."

Brenda Sims
Municipal Clerk

Schedule "A"

Attached to and forming part of Bylaw 1666

"SQUAMISH MUTUAL AID AGREEMENT"

THIS AGREEMENT dated for reference the day of , 2004.

Between:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way
Whistler, B.C.
V0N 1B4

("Whistler")

AND:

DISTRICT OF SQUAMISH

37955 Second Avenue
PO Box 310
Squamish, B.C.
V0N 3G0

("Squamish")

WHEREAS:

- A. Section 23 (1) (a) of the Community Charter permits a Council by Bylaw, to make agreements with other public authorities.
- B. Squamish and Whistler have established fire prevention and suppression response services that provide assistance in certain circumstances, specified by Bylaw, that may cause harm to persons or property;
- C. Whistler and Squamish each maintain their own fire fighting equipment and personnel;
- D. Whistler and Squamish desire to assist each other in the provision of fire fighting and rescue response on the terms and the conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. In this Agreement:
 - (a) "Fire Chief" means, for each party, that person designated by Council by name or office as the Fire Chief, and includes the delegate of the Fire Chief.
 - (b) "Incident" means a fire or occurrence which may result in damage to persons or property;
 - (c) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to fire fighting equipment, emergency rescue equipment and personnel;
 - (d) "Providing Party" means a party receiving a request for assistance under this Agreement;
 - (e) "Requesting Party" means a party requesting assistance under this Agreement;
 - (f) "Response Area" means those areas contained within the Municipal boundaries of Whistler and Squamish.
2. Whistler Fire Rescue Service and Squamish Fire Rescue through their respective Fire Rescue Services shall have primary responsibility for providing emergency services in their respective jurisdictions.
3. When a Fire Chief determines that emergency resources are not available to respond or insufficient to adequately respond to an Incident within the response area in his/her jurisdiction, he/she may request Emergency Resources from the Providing Party, through their dispatch centre.
4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:
 - (a) specify the type of fire apparatus and the number of staff required from the Providing Party for the Incident; and
 - (b) direct the available Emergency Resources provided by the Providing Party at the Incident using Unified Command principles.

5. When receiving a request under Section 3 of this Agreement, the Fire Chief of the Providing Party shall:
 - (a) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's jurisdiction and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party at the Incident;
 - (b) direct and dispatch those available Emergency Resources to the Incident in the Response Area to assist in emergency response; and
 - (c) have the ability to recall those available Emergency Resources at any time for emergency response in the jurisdiction of the Providing Party.
6. Nothing in this Agreement shall require the Fire Chief of the Providing Party to dispatch Emergency Resources that he/she considers are not available or that he/she considers are required in the jurisdiction of the Providing Party.
7. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party. However, the Requesting Party shall reimburse the Providing Party any costs for consumable items used at the Incident or any equipment that may be damaged beyond repair or destroyed as a result of the Incident.
8. All equipment provided to a Requesting Party shall be returned to the providing party within 24 hours after it is no longer required for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance. If equipment is not returned in good working order, the Requesting Party shall repair or replace the equipment and provide the Providing Party with replacement equipment in the meantime.
9. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the equipment or personnel.
10. It is understood and agreed by each party hereto that in providing emergency services described in this Agreement, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in connection with this Agreement.
11. The Providing Party shall indemnify and hold harmless the Requesting Party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Providing Party in connection with this Agreement.
12. The Requesting Party shall indemnify and hold harmless the Providing Party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Requesting Party in connection with this Agreement.

13. In the event of either a Local State of Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.
14. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.
15. This Agreement shall not be assignable by either party to this Agreement without the prior written consent of the other party.
16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
17. Notices or other communications (other than a request for emergency response under this Agreement) shall be in writing and shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office, or mailed by prepaid express mail to the addresses on the first page hereof, attention the Fire Chief. Any notice delivered shall be deemed to be given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.
18. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c.55.
19. This Agreement shall remain in force and effect for a period of five years from the date of execution.
20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
22. Every reference to each party is deemed to include the successors, permitted assigns, member, directors, officers, employees, servants, agents and invitees of such party, where the content or parties so permit.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written as of the day and year written below.

**THE CORPORATE SEAL OF
RESORT MUNICIPALITY OF WHISTLER**

Was hereunto affixed in the presence of:

Hugh O'Reilly
Mayor

Brenda Sims
Municipal Clerk

**THE CORPORATE SEAL OF
THE DISTRICT OF SQUAMISH**

was affixed in the presence of:

Ian Sutherland
Mayor

Trudy Coates
Director of Administrative Services

Dated: , 2004

FILE COPY

GARIBALDI MUTUAL AID AGREEMENT

THIS AGREEMENT made as of the 22nd day of November, 2010.

Between:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way

Whistler, BC, V0N 1B4

Email: rwhitton@whistler.ca Facsimile No. 604-935-8289

("Whistler")

And:

SQUAMISH LILOOET REGIONAL DISTRICT

Aster Street

PO Box 219

Pemberton, BC, V0N 2L0

Email: Pedgington@slrd.bc.ca Facsimile No. 604-894-6526

("SLRD")

WHEREAS:

- A. Section 23 (1) (a) of the *Community Charter* permits a Council to make agreements with other public authorities;
- B. Whistler and SLRD have established fire prevention and suppression response services that provide assistance in certain circumstances that may cause harm to persons or property;
- C. Whistler and SLRD each maintain their own firefighting equipment and personnel; and
- D. Whistler and SLRD desire to assist each other in the provision of fire fighting and rescue response on the terms and the conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

- 1. In this Agreement:
 - (a) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to firefighting equipment, emergency rescue equipment and personnel;
 - (b) "Fire Chief" means, for each party, the senior person responsible for the services of that party and includes the assistants or delegate of the Fire Chief;
 - (c) "Fire Rescue Services" means fire prevention and suppression response services and associated equipment and personnel;

- (d) "Incident" means a fire or occurrence which may result in damage to persons or property;
 - (e) "Providing Party" means a party receiving a request for assistance under this Agreement;
 - (f) "Requesting Party" means a party requesting assistance under this Agreement; and
 - (g) "Response Area" means those lands within the SLRD containing Black Tusk Village and Pinecrest Estates and those lands contained within the Municipal boundaries of Whistler.
2. Whistler and SLRD shall have primary responsibility for providing Fire Rescue Services in their respective Response Areas.
 3. When a Fire Chief determines that their Emergency Resources are not available to respond or are insufficient to adequately respond to an Incident within his/her Response Area, he/she may request Emergency Resources from the other party.
 4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:
 - (a) specify the Emergency Resources required from the Providing Party for the Incident; and
 - (b) direct the available Emergency Resources provided by the Providing Party at the Incident using Unified Command principles.
 5. When receiving a request under Section 3 of this Agreement, the Fire Chief of the Providing Party shall:
 - (a) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's Response Area and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party;
 - (b) direct and dispatch those available Emergency Resources to the Response Area of the Requesting Party for deployment by the Requesting Party; and
 - (c) have the ability to recall those available Emergency Resources at any time for emergency response in the Response Area of the Providing Party.
 6. Nothing in this Agreement shall require the Fire Chief of the Providing Party to dispatch Emergency Resources that he/she considers are not available or that he/she considers are required in the Response Area of the Providing Party.
 7. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party. However, the Requesting Party shall reimburse the Providing Party any costs for consumable items used or any equipment that may be damaged beyond repair or destroyed as a result of the deployment.

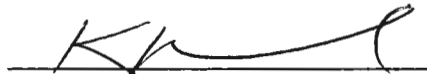
8. As soon as the Incident has been brought under control, any Emergency Resources of a Responding Party shall be released before any Emergency Resources of the Requesting Party are released, unless otherwise agreed to.
9. All equipment provided to a Requesting Party shall be returned to the Providing Party within 24 hours after it is no longer required for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance. If any Emergency Resources are not returned in good working order, the Requesting Party shall repair or replace the equipment and provide the providing party with replacement equipment in the meantime.
10. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the Emergency Resources.
11. It is understood and agreed by each party hereto that in providing Fire Rescue Services described in this Agreement, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in connection with this Agreement.
12. The Providing Party shall indemnify and hold harmless the Requesting Party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Providing Party in connection with this Agreement.
13. The Requesting Party shall indemnify and hold harmless the Providing Party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Requesting Party in connection with this Agreement.
14. In the event of either a Local State of Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.
15. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.
16. This Agreement shall not be assignable by either party without the prior written consent of the other party.
17. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
18. Any notice or other communication (other than a request for emergency response under this Agreement), to be given or made by under this Agreement shall be given or made in writing and addressed to the Fire Chief and either delivered if delivered to the Fire Chief personally or left at the Fire Chief's office or sent by facsimile, sent by electronic courier (email) at the respective address and/or fax number or registered mail, postage prepaid, addressed to the address referred to on page 1.

Any notice delivered shall be deemed to be given and received at the time of delivery, if delivered, on the day of delivery thereof, if telecopied or emailed, on the next day after the date of transmission of such facsimile and if mailed, then on the fourth (4th) 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 or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered or sent by facsimile or electronic courier.

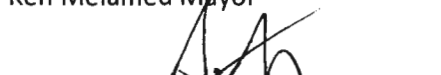
19. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55.
20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
22. Every reference to each party is deemed to include the successors, elected officials, permitted assigns, officers, employees, agents and invitees of such party, where the content or parties so permit.

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

RESORT MUNICIPALITY OF WHISTLER



Ken Melamed Mayor



Shannon Story Corporate Officer

SQUAMISH LILLOOET REGIONAL DISTRICT



Chair



Secretary-Treasurer

C.A.O



DEPARTMENT: FIRE RESCUE
LEGAL DOCUMENTS FOR EXECUTION
SUBMITTAL FORM

File#: 4300

Project/Name: SBA To SKY MUTUAL AID AGREEMENTS

Agreement

Description of Document (Project, Insurance, Amendment, etc):

GARIBALDI MUTUAL AID AGREEMENT (SLRD)

TERM OF CONTRACT/AGREEMENT

AMENDMENT Yes ☒ No ☐

Parties: Between: RMOW

and: SQUAMISH ~~LILOOET~~ LILOOET REGIONAL DISTRICT

and: _____

Date Submitted: DECEMBER 17, 2010 JANUARY 27, 2011

No. of Copies Submitted: THREE

Approved as to Form and Content by: SHARON FUGMAN / ROB WHITTON

Date of Council Resolution to Approve (Attach Staff Report & Council Resolution):

NOVEMBER 16, 2010

Total Cost of Financial Commitments: NONE

Source of Funding: NONE

Non-Financial Commitment: EXCHANGE OF RESOURCES IF AVAILABLE

Financial Liability of RMOW if Contract is Cancelled: NONE

Copy of Insurance Submitted Yes ☐ No ☒

Renewal? Yes ☐ No ☒

Date to Corporate Officer for Execution: _____

Date Required: AS SOON AS POSSIBLE

Return Document To: ROB WHITTON, FIRE CHIEF

Sea To Sky Transit
System – Service Review
Report No. 10-118
File No. 527.8

Moved by Councillor R. Forsyth
Seconded by Councillor E. Zeidler

That Council direct staff to reduce net local costs by working with BC Transit and the District of Squamish to implement route optimization outlined in Option 1 (Squamish Connector) by January 1, 2011; and further,

That Council authorize funding the Squamish Connector service under the existing cost sharing agreement with the District of Squamish from January 1, 2011 through to the end of March 2011.

CARRIED

8:15 p.m. Councillor Milner left the meeting.
8:17 p.m. Councillor Milner returned.
8:18 p.m. Mayor Melamed left the meeting.
8:20 p.m. Mayor Melamed returned

Lost Lake Passivhaus
Renovation Status and
Budget Amendment
Report No. 10-119
File No. 7741

Moved by Councillor T. Thomson
Seconded by Councillor C. Quinlan

That Council amends the Five-Year Financial Plan 2010-2014 Bylaw No. 1950, 2010 to provide for renovations at Lost Lake PassivHaus as per Administrative Report to Council No. 10-119, in the amount of \$168,500, funded by General Fund Operating reserves.

Opposed: Councillor R. Forsyth, Councillor E. Zeidler

CARRIED

Outdoor Recreation
Concession License and
50% off Monday Night
Skiing
Report No. 10-120
File No. 7736

Moved by Councillor E. Zeidler
Seconded by Councillor G. Lamont

That the Mayor and Corporate Officer be authorized to execute the Outdoor Recreation Services Concession Agreement between the Resort Municipality of Whistler and The Lost Lake Cross Country Connection.

That Council eliminate free cross country skiing on Monday nights after 3p.m.; and instead implement 50% off cross country skiing rates on Monday nights after 3 p.m.

CARRIED

Sea to Sky Mutual Aid
Agreements
Report No. 10-124
File No. 4300

Moved by Councillor T. Milner
Seconded by Councillor R. Forsyth

That Council authorize the Mayor and Corporate Officer to sign mutual aid agreements with the Specified Area of the Squamish Lillooet Regional District (Garibaldi), the District of Squamish, and the Village of Pemberton.

CARRIED



WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: November 16, 2010

REPORT: 10-124

FROM: Community Life

FILE: 4300

SUBJECT: SEA TO SKY MUTUAL AID AGREEMENTS

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER:

That the recommendation of the Acting General Manager of Community Life be endorsed.

RECOMMENDATION

That Council authorize the Mayor and Corporate Officer to sign mutual aid agreements with the Specified Area of the Squamish Lillooet Regional District (Garibaldi), the District of Squamish, and the Village of Pemberton.

REFERENCE

Appendices: "A" – Garibaldi Mutual Aid Agreement
"B" – Village Of Pemberton Mutual Aid Agreement
"C" – District Of Squamish Mutual Aid Agreement

PURPOSE OF REPORT

To provide Council with the rationale for signing mutual aid agreements with our neighboring communities in order to improve emergency response in the event of incidents that may tax our local Fire Rescue resources.

DISCUSSION

Over the past number of years the Resort Municipality of Whistler, the Squamish Lillooet Regional District, the Village of Pemberton and the District of Squamish have entered into Mutual Aid Agreements to provide for additional Fire Services between their respective Fire Departments. The agreements in the past have been for a term of five years and they have currently surpassed their expiry date.

These new Mutual Aid Agreements remove the old 5 year time limit as they each have an opting out clause that can be exercised by any party at anytime.

These Agreements would allow each of the Fire Services to call on the other in the event that a fire or emergency event is of such magnitude that more equipment and/or personnel are needed to deal with the situation. There is no charge by either party in the event that assistance is provided.

WHISTLER 2020 ANALYSIS

TOWARD		
W2020 Strategy	Descriptions of success that resolution moves us toward	Comments
Partnerships	Partners support each other and live up to the agreements established within partnerships.	The RMOW, SLRD, District of Squamish and the Village of Pemberton have recognized and rely on the synergy of pooling resources during extreme events.
Health & Social	The resort community is safe for both visitors and residents, and is prepared for potentially unavoidable events.	The RMOW has access to a larger contingent of emergency staff/equipment without its taxpayers incurring the added expense.
Finance	The cost of maintaining the resort community is shared.	By partnering with our neighboring municipalities, the cost of providing sustained emergency response is shared.

AWAY FROM		
W2020 Strategy	Descriptions of success that resolution moves away from	Mitigation Strategies and Comments

POLICY CONSIDERATIONS

The provision of these Mutual Aid Agreements provides for a higher level of public safety by providing additional available resources for emergencies that occur in Whistler, the Specified Area served by the Garibaldi Fire Department, the Village of Pemberton and the District of Squamish.

BUDGET CONSIDERATIONS

There are no budget considerations as these Agreements are an amendment of pre-existing agreements.

SUMMARY

The renewal of the Mutual Aid Agreements will continue to allow for the availability of increased fire protection for the residents and guests of the Resort Municipality, the Specified Area of the S.L.R.D., covered by the Garibaldi Fire Department, the Village of Pemberton and the District of Squamish.

Respectfully submitted,

Rob Whitton, MA, CFO
FIRE CHIEF
for
Bill Brown
ACTING GENERAL MANAGER COMMUNITY LIFE

STAFF REPORT TO COUNCIL

PRESENTED: November 21, 2023
FROM: Legislative Services Department
SUBJECT: EMERALD DREAMS CONSERVATION CO. LTD. – 2023 ANNUAL FILING

REPORT: 23-116
FILE: 0500-02-0003

RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Corporate Services and Public Safety be endorsed.

RECOMMENDATION(S)

That Council of the Resort Municipality of Whistler (RMOW) in open meeting assembled, hereby resolves that the RMOW, as sole shareholder of Emerald Dreams Conservation Co. Ltd. (the Company), pass the consent resolutions of the sole shareholder of the Company, attached as Appendix A to Administrative Report No. 23-116, and that the consent resolutions be executed and delivered on behalf of the RMOW.

PURPOSE OF REPORT

The purpose of this report is to seek Council's approval of the annual Shareholder's Resolutions of the Emerald Dreams Conservation Co. Ltd (the Company) and for the execution of the Shareholder Resolutions of the Company, to confirm approval.

☐ Information Report ☒ Administrative Report (Decision or Direction)

DISCUSSION

Background

The Company is a wholly owned corporation of the RMOW and is the Trustee of the Emerald Forest Trust; a trust formed pursuant to a Trust Settlement Agreement dated November 16, 1999.

The Emerald Forest Trust was formed to manage the ownership of the Emerald Forest Lands. The Emerald Forest Lands are a tract of forest northwest of the Whistler Village which has been preserved as parkland through a third-party conservation covenant with the Land Conservancy of British Columbia.

On October 24, 2023, Council adopted the "Permissive Tax Exemption Amendment Bylaw (2024) No. 2411, 2023", designating the Emerald Forest Lands as exempt from property taxes for one year under section 224 of the *Community Charter*. This exemption will last until December 31, 2024.

The Directors of the Corporation have approved the Directors' Consent Resolutions, attached as Appendix B, as well as the 2022 Financial Statements, attached as Appendix C. The Directors' Resolutions resolve that Virginia Cullen is appointed as President of the Company, Carlee Price is appointed as Secretary of the Company, and that any two Directors are authorized to sign the 2022 Financial Statements.

Analysis

The Shareholder's Resolutions, attached as Appendix A, resolve that:

- the financial statements of the Company for the fiscal year ended December 31, 2022 be accepted;
- that Virginia Cullen, Louis Edward Battiston, and Carlee Price, be elected Directors of the Company to hold office until the next Annual General Meeting, or until sooner ceasing to hold office;
- that the appointment of the auditor of the Company for the current fiscal year be waived; and
- that the shareholder waives the holding of the Annual General Meeting and consents in writing to all resolutions which will constitute the proceedings in lieu of the 2023 Annual General Meeting of the Company.

POLICY CONSIDERATIONS

Relevant Council Authority/Previous Decisions

The Shareholder and Director Resolutions attached to this report speak to the following legislation:

Section 182 of the *Business Corporations Act* (BCA): the Company may consent in writing to all of the business required at the annual general meeting of the Company, and

Section 203 of the BCA: the Company may consent in writing to waive the appointment of an auditor.

2023-2026 Strategic Plan

The 2023-2026 Strategic Plan outlines the high-level direction of the RMOW to help shape community progress during this term of Council. The Strategic Plan contains four priority areas with various associated initiatives that support them. This section identifies how this report links to the Strategic Plan.

Strategic Priorities

☐ Housing

Expedite the delivery of and longer-term planning for employee housing

☐ Climate Action

Mobilize municipal resources toward the implementation of the Big Moves Climate Action Plan

☐ Community Engagement

Strive to connect locals to each other and to the RMOW

☐ Smart Tourism

Preserve and protect Whistler's unique culture, natural assets and infrastructure

☒ Not Applicable

Aligns with core municipal work that falls outside the strategic priorities but improves, maintains, updates and/or protects existing and essential community infrastructure or programs

BUDGET CONSIDERATIONS

All costs are included within the existing Legislative Services Department budget.

LÍŁWAT NATION & SQUAMISH NATION CONSIDERATIONS

The RMOW is committed to working with the Líl'wat People, known in their language as *L'il'wat7úl* and the Squamish People, known in their language as the *Skwxwú7mesh Úxwumixw* to: create an enduring relationship; establish collaborative processes for Crown land planning; achieve mutual objectives; and enable participation in Whistler's resort economy.

There are no specific considerations to include in this report.

COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

No external engagement is planned or required for this report.

REFERENCES

Appendix A – 2023 Shareholder's Resolutions

Appendix B – 2023 Director's Resolutions

Appendix C – Financial Statements, ending December 31, 2022

SUMMARY

This report seeks Council's approval of the Shareholder's Resolutions of the Company attached as Appendix A, and for the execution of the annual Shareholder's Resolutions of the Company, to confirm approval.

SIGN-OFFS

Written by:

Lucy Wyn-Griffiths,
Legislative and Privacy Coordinator

Reviewed by:

Pauline Lysaght,
Manager of Legislative Services and Corporate
Officer

Ted Battiston,
General Manager of Corporate Services and
Public Safety

Virginia Cullen,
Chief Administrative Officer

EMERALD DREAMS CONSERVATION CO. LTD.

("Company")

SHAREHOLDER'S RESOLUTIONS

Pursuant to the provisions of Section 182 of the *Business Corporations Act* (British Columbia), the following resolutions are passed by the sole member of the Company entitled to attend and vote at the annual general meeting of the Company.

RESOLVED that:

1. the financial statements of the Company for the financial year ended December 31, 2022 be accepted;
2. VIRGINIA CULLEN, CARLEE PRICE and LOUIS EDWARD BATTISTON, having consented in writing to act as directors of the Company, be elected directors of the Company, to hold office until the next annual general meeting of the Company or until sooner ceasing to hold office; and
3. the appointment of an auditor for the Company for the current financial year be waived.

Pursuant to Section 182 of the *Business Corporations Act*, THE RESORT MUNICIPALITY OF WHISTLER, being the only shareholder of the Company entitled to attend and vote at the annual general meeting, waives the holding of the annual general meeting and consents in writing to all of the foregoing resolutions, which constitute proceedings in lieu of the 2023 Annual General Meeting of the Company as evidenced by its execution of these resolutions below.

DATED this _____ day of _____, 2023.

RESORT MUNICIPALITY OF WHISTLER

by its authorized signatories:

Name:

Name:

EMERALD DREAMS CONSERVATION CO. LTD.

("Company")

DIRECTORS' RESOLUTIONS

Pursuant to the articles of the Company, the following resolutions are passed as resolutions of the directors of the Company, duly consented to in writing by all the directors of the Company.

RESOLVED THAT:

1. the following persons be and are hereby appointed officers of the Company to hold the offices set opposite their names until their successors are appointed, at the pleasure of the Board of Directors:

Virginia Cullen - President

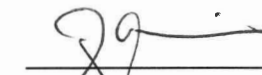
Carlee Price - Secretary

2. the financial statements of the Company for the financial year ended December 31, 2022 be approved and that any two directors of the Company be authorized to sign the balance sheet included in the financial statements as evidence of such approval.


DATED this 9 day of NOVEMBER 2023.



VIRGINIA CULLEN



CARLEE PRICE



LOUIS EDWARD BATTISTON

Emerald Dreams Conservation Co. Ltd.
Financial Statements
For the period ended December 31, 2022
(Unaudited)

Financial Statements

Balance Sheet

2

Emerald Dreams Conservation Co. Ltd.
Balance Sheet
(Unaudited)

December 31 2022 2021

Assets

Current

Cash \$ 1 \$ 1

Shareholder's Equity

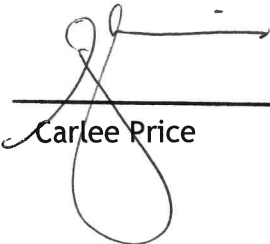
Share capital

Authorized

10,000 Common shares of no par value

Issued

1 Common share \$ 1 \$ 1



Carlee Price



Ted Battiston

NOVEMBER 6, 2023

Date

NOV 3, 2023

Date

STAFF REPORT TO COUNCIL

PRESENTED: November 21, 2023
FROM: RECREATION
SUBJECT: PARKS AND RECREATION FEES AND CHARGES BYLAW NO. 2420, 2023 AND UPDATES TO COUNCIL POLICY I-06: PARKS AND RECREATION FEES AND CHARGES POLICY

REPORT: 23-117
FILE: 3900-20-2417

RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Community Engagement and Cultural Services be endorsed.

RECOMMENDATION(S)

That Council consider giving first, second and third readings to “Parks and Recreation Fees and Charges Bylaw No. 2420, 2023”; and further,

That Council adopt the amended version of *Council Policy I-06: Parks and Recreation Fees and Charges Policy* attached as Appendix A to Administrative Report No. 23-117.

PURPOSE OF REPORT

There are two main purposes of this report, specifically to present:

- An updated version of *Council Policy I-06: Parks and Recreation Fees Policy and Charges* (Policy I-06) for Mayor and Council’s consideration; and
- To introduce a new “Parks and Recreation Fees and Charges Bylaw No. 2420, 2023” (New Parks Fees Bylaw) for Mayor and Council’s consideration. This bylaw will repeal and replace the existing “Parks & Recreation Fees & Charges Regulation Bylaw No. 1486, 2000” (Existing Parks Fees Bylaw) and includes proposed updated fees for all recreation facilities and includes a new appendix to set fees for Whistler Olympic Plaza Ice Rink (WOPIR).

☐ Information Report

☒ Administrative Report (Decision or Direction)

DISCUSSION

Background

For over 30 years, the Recreation department has operated various recreation facilities and amenities

with activation dates as follows:

- 1984 Lost Lake Nordic Trails (LLNT)
- 1991 Myrtle Philip Community School – Recreation operates community centre portion of building
- 1993 Meadow Park Sports Centre (MPSC) arena
- 1994 MPSC and fitness centre
- 1996 Fitness Centre Expansion (second floor)
- 1996 Whistler Secondary Community School - Recreation operates community centre portion of building
- 1998 Spruce Grove Fieldhouse
- 1999 Spring Creek Community School - Recreation operates community centre portion of building
- 2010 Lost Lake Passivhaus
- 2013 Whistler Olympic Plaza Ice Rink (WOPIR)
- 2020 MPSC Cardio Room expansion and stretching room addition

User, admission and/or pass fees were established for all the above facilities over the years to assist with covering the operating costs and are re-assessed on a regular basis guided by the overarching Policy I-06.

Policy I-06 is intended to provide direction to staff with respect to setting fees and charges for the various programs, services, and facilities administered by the Resort Municipality of Whistler (RMOW) Recreation department and the Festival, Events, and Animation department. Through its purpose statement and guiding principles, Policy I-06 seeks to establish fees and charges that encourage community access and participation in programs and activities, while maintaining a reasonable cost recovery rate for the Recreation department. Staff's approach in updating Policy I-06 and establishing a new schedule of fees in the New Parks Fees Bylaw is as follows:

- Maintain access to programs for low-income individuals and families with the Recreation Assistance Program;
- Support community members and regular facility users with value-added pass products, community nights, family rates, and off-peak pass products;
- Formalize and add the fee structure for WOPIR to the New Parks Fees Bylaw;
- Update the day ticket fees for the 2023/24 season for the LLNT (season pass prices remain unchanged) and all fees for the 2024/2025 season;
- Provide flexibility for management to reduce fees during a specific period for marketing purposes or to encourage participation in specific programs;
- Align MPSC venue rental increases with a September 1 renewal date starting in 2024 to better align with the needs of schools and community groups for their budgeting purposes;
- Align MPSC admission and pass fees with a September 1 renewal date starting in 2025;
- Ensure the fee structure addresses inflationary and operational cost pressures for 2024 and

beyond; and

- Maintain our cost recovery approach specifically for Recreation programs and venue rentals.

Analysis

Council Policy I-06: Parks and Recreation Fees Policy and Charges

Staff propose amending Policy I-06 with the following changes to reflect current practices:

- Update the Guiding Principles to reflect the [Official Community Plan](#) (OCP) and the [Recreation and Leisure Master Plan](#) (RLMP);
- Update Section 4.5 with revised position titles;
- Clarify in Section 4.6 that Adult and Senior are the same rate classification at MPSC, WOPIR, LLNT and introduce specific age categories for LLNT;
- Revise Section 4.8 to include that every two years staff will perform a market analysis to ensure the fee structure is reasonable for RMOW level of operations, programs and services;
- Add a new Section 4.9 to provide management with the ability to reduce rates for promotional purposes;
- Add in Section 5 an admission and skate rental rate schedule for WOPIR to formalize the fee structure and better cover our costs of operation;
- Revise in Section 5.2 the MPSC 10/20/30 time and monthly pass price multipliers to provide regular users greater value added products;
- Revise in Section 5.3 the Adult Drop-in Hockey 10-time pass price multiplier to provide regular users a greater value-added product;
- Updates to Section 5.4 to revise the LLNT day ticket and season pass price multiplier to provide regular users a greater value-added product, add a non-refundable and non-transferable clause, remove the Extra Early Bird product, and introduce a Nicklaus North only pass for the LLNT;
- Add in Section 5.5 Refunds and Transfers requirements;
- Updates to Section 5.7 to include SD48, Ecole La Passerelle, Ecole La Vallée, Waldorf, Xet'ólacw and Skatin Community Schools; plus added limitations on the number of sessions per school; and added 50 per cent discounted price for LLNT to all schools during school hours;
- Added to Section 5.8 a 'No extensions clause for 10/20/30 time MPSC passes' (with one time extension);
- Added to Section 5.10 a 'Community Nights' discount for MPSC and LLNT;
- Added to Section 6.5 MPSC and Adult Drop-in Sports specific registration details;
- Deleted Section 6.6 as no longer necessary post pandemic;
- Added to Section 6.7 a Kids on the Go and summer camp cancellation clause;
- Added to Section 6.9 to restrict Swim Lesson registration to one per swim session;
- Update to Section 7.1 terminology;
- Update to Section 7.3.1 to include other offerings (i.e., public swimming and public skating) and distinguishing between Resident Youth and Resident Adult; and
- Update to Section 9 to address health emergency operational requirements.

Staff compared similar type facilities across the province and Alberta that charge admission and pass fees. A summary of the findings and the associated data is shown in Appendix B. At this time, a comparative scan of indoor and outdoor venue rental fees has not been performed.

NOVEMBER 21, 2023

Based on the research conducted, along with careful consideration to ensure that various affordable products and/or service offerings remained accessible to the public; staff recommend continuing with the following offerings:

- Recreation Assistance Program for low-income individuals or households.
- Half price access to MPSC on Tuesday and Friday evenings (6:00 p.m. to 9:00 p.m.).
- Half price access to the LLNT on Monday and Thursday evenings (3:00 p.m. to 8:00 p.m.).
- Early bird (before 8:30 a.m.) and Midday/Midweek (Monday to Friday, 11:00 a.m. to 1:00 p.m.) discounted passes at MPSC.
- MPSC Spring pass promotion: Buy three months and get one fee.
- Discounted pass sales for MPSC on National Health and Fitness Day (First Saturday in June).
- Free Grade 5 and 10 annual passes to MPSC for Whistler (resident) students.
- Whistler Experience pass discounts for 6 month and annual MPSC passes. This pass is an exclusive benefit of the Whistler Experience program offered by the Whistler Chamber of Commerce.
- 50 per cent Admission on Family Day at MPSC and LLNT.
- Early Bird rate for LLNT and Dual Area Seasons passes. A dual area pass provides unlimited access to Lost Lake in Whistler, Whistler Olympic Park and Callaghan Country in the Callaghan Valley.
- Group discounts on admissions at MPSC for 25 people or more.
- 50 per cent discount for students at LLNT during school hours.

“Parks and Recreation Fees and Charges Bylaw No. 2420, 2023”

Regularly scheduled rate increases for Recreation facilities are approved by RMOW Council to ensure rates return an acceptable level of cost recovery. The fees in the Existing Parks Fees Bylaw are set through to the end of 2023. Therefore, staff have been working to prepare the New Parks Fees Bylaw to set the fees and charges for the next two years. These updates and the rationale for the increased fees are described in detail below. After considering the comparative data and seeking to align the fees and charges with the guiding principles established in Policy I-06, a revised fee structure for various activities and locations within the Recreation department are being proposed, which includes the following:

MPSC

- Fee increases for MPSC and facility rentals that come into effect on January 15, 2024 and will be in effect until August 31, 2025 (~20 months).
- Adult drop-in rate at MPSC increase from \$9.25 to \$10.00 and eliminate the underutilized drop-in rate for early bird and midday/midweek as of January 15, 2024.
- Increase the Adult 10/20/30 time passes by \$5.35, \$9.25, and \$12.50 respectively.
- Increase the Adult monthly, 3-month, 6-month, and annual passes by \$6.25, \$11.50, \$17.50, and \$27.25 respectively.
- Combine the discounted early bird and midday/midweek pass products into one pass, providing

customers with greater access at non-peak times.

Lost Lake Nordic Trails (LLNT)

Proposed changes in fees at LLNT are as follows:

- Adult day ticket rates:
 - 2023/2024: increase from \$24.00 to \$26.00
 - 2024/2025: increase to \$27.00
- Adult season passes:
 - 2023/2024: unchanged at \$336.00
 - 2024/2025: increase to \$351.00
- Books of five tickets for adults:
 - 2023/2024: increase from \$108.00 to \$117.00
 - 2024/2025: increase to \$121.50
- Books of 10 tickets for adults:
 - 2023/2024: increase from \$192.00 to \$208.00
 - 2024/2025: increase to \$216.00
- Adult Early Bird Seasons passes:
 - 2023/2024: unchanged at \$268.75
 - 2024/2025: increase to \$283.50
- Elimination of the Extra Early Bird Pass product from the 2024/25 season onwards.
- Further changes were made to fees for other categories of users at LLNT, which are included in Schedule 3 of the New Parks Fees Bylaw.

Whistler Olympic Plaza Ice Rink (WOPIR)

- Set admission rates for the 2023/2024 season as follows:
 - Infants/Toddler (under four years) Free
 - Child (four to 12 years) \$3.00
 - Youth (13 to 18 years) \$4.00
 - Adult/Senior (over 18 years) \$5.00
 - Family (parents with their dependent children or youth) \$12.50
- Set admission rates for the 2024/2025 season as follows:
 - Infants/Toddler (under four years) Free
 - Child (4-12 years) \$3.25
 - Youth (13 to 18 years) \$4.50
 - Adult/Senior (over 18 years) \$5.50
 - Family (parents with their own children or youth) \$13.75
- Set skate rental rate for the 2023/2024 season \$6.00
- Set skate rental rate for the 2024/2025 season \$6.50.

Indoor Facility Rental Rates

- Increasing facility rental rates by three per cent from January 15, 2024, to August 31, 2024. And a further three per cent from September 1, 2024 to August 31, 2025
- Removed rooms from the fee schedule that are no longer rented out at Whistler Secondary

School and to match customer categories used by SD48 (from five categories to three).

Outdoor Facility Rental Rates and Non-Exclusive Use Permit (NEUP)

- Increasing facility rental rates by three per cent per year for each of the next two years. Effective January 15, 2024 (Until December 31, 2025).

New Parks & Recreation Fees & Charges Regulation Bylaw No. 2420, 2023

As per the approach mentioned above, a New Parks Fees Bylaw has been created to include updated fee schedules over the next two years (2024-2025) for the following five areas with the corresponding seasons as follows:

- 1) MPSC admission and pass fees: Effective September 1 to August 31 each year (except 2024 which is effective January 15, 2024, to August 31, 2025).
- 2) LLNT pass fees: Effective July 1 to April 30 of the following year (advance sales of passes).
- 3) WOIPR admission and skate rental rates: Effective November 1 to April 30 of the following year.
- 4) Indoor Facility rental rates: Effective September 1 to August 31 each year (except 2024 which is effective January 15, 2024, to August 31, 2024).
- 5) Outdoor Facility Rental and NEUP rates: Effective January 15 to December 31 for 2024 and January 1 to December 31 for 2025.

The New Park Fees Bylaw is being introduced to take effect January 15, 2024, and will include a new comprehensive fees schedule for the next 20 months to two years, except for specific LLNT and WOIPR fees described above which will take effect immediately upon adoption of the New Parks Fees Bylaw. The New Parks Fees Bylaw will also repeal and replace the Existing Parks Fees Bylaw.

POLICY CONSIDERATIONS

Relevant Council Authority/Previous Decisions

As previously mentioned, Policy I-06 is the driving policy for most Parks and Recreation Fees and Charges and is included as Appendix A.

2023-2026 Strategic Plan

The 2023-2026 Strategic Plan outlines the high-level direction of the RMOW to help shape community progress during this term of Council. The Strategic Plan contains four priority areas with various associated initiatives that support them. This section identifies how this report links to the Strategic Plan.

Strategic Priorities

☐ Housing

Expedite the delivery of and longer-term planning for employee housing.

☐ Climate Action

Mobilize municipal resources toward the implementation of the Big Moves Climate Action Plan

☒ Community Engagement

Strive to connect locals to each other and to the RMOW.

☒ Smart Tourism

Preserve and protect Whistler's unique culture, natural assets and infrastructure.

☐ Not Applicable

Aligns with core municipal work that falls outside the strategic priorities but improves, maintains, updates and/or protects existing and essential community infrastructure or programs.

Community Vision and Official Community Plan

The Official Community Plan (OCP) is the RMOW's most important guiding document that sets the community vision and long-term community direction. This section identifies how this report applies to the OCP.

Goal 9.5 of the OCP states the below goal and policies that support the need to raise recreation fees and charges in a considerate manner to be able to continue providing recreation services along with a related objective from the Recreation and Leisure Master Plan

Goal 9.5: Continue to maintain, improve, and provide a diverse variety of high quality and affordable recreation and leisure amenities and experiences.

Policies:

9.5.1.3. Public space is accessible and suitable to a range of ages, abilities, and income levels.

9.5.1.4. Active and passive spaces provide areas to congregate, socialize, recreate, be physically active, and spend time outdoors.

9.5.3.1. Provide a variety of recreation and leisure amenities for the use and enjoyment of the resort community as shown in Schedules E1, E2, E3 and F.

9.5.3.2. Maintain a variety of affordable recreation and leisure opportunities.

9.5.3.3. Continue to provide a broad range of age-appropriate recreation and leisure services.

9.5.3.4. Continue to provide recreation and leisure services and amenities catering to a broad range of knowledge, skills, and abilities.

RLMP Objective:

9.5.5. Provide and manage a system of major parks for resident and visitor use and enjoyment in support of the RLMP.

BUDGET CONSIDERATIONS

It is estimated that the revenue will increase due to the fee increases as well as more people using RMOW facilities. Staff will be monitoring the impact of the fee increases on participation rates and the cost recovery rate given ongoing operating cost pressures and will be back with Council in early summer 2025 to make any adjustments necessary to the fee schedules and request rates for the next two year term. Our conservative estimate is that revenues will increase by the amounts shown in the tables below in each area from this year (2023) or last season (for WOPIR and LLNT). The estimated total revenue increase over a 20 month to two-year period is \$291,943.

Estimated Revenue Increase for 2023/24 & 2024/25 Seasons

	Product			
	LLNT Day Tickets	LLNT Season Passes	WOPIR Admissions and Skate Rentals	Total
■ 2023/24 Season	\$11,200.00		\$38,200.00	\$49,400.00
■ 2024/2025 Season	\$6,300.00	\$18,800.00	\$25,700.00	\$50,800.00
■				\$100,200.00

■ 2023/24 Season ■ 2024/2025 Season ■

Estimated Revenue Increase for 2024 - 2025 by Product

	Product				
	MPSC Day Tickets and Skate Rentals	MPSC Pass Sales	Indoor Facility Rentals	Outdoor Facility Rentals and NEUP	Total
■ January 1, 2024 - December 31, 2024	\$34,500.00	\$61,000.00	\$16,182.00	\$3,450.00	\$115,132.00
■ January 1, 2025 - December 31, 2025	* \$23,300.00	* \$41,300.00	* \$8,411.00	\$3,600.00	\$76,611.00
■					\$191,743.00

* For 8 months only

■ January 1, 2024 - December 31, 2024 ■ January 1, 2025 - December 31, 2025 ■

LÍL'WAT NATION & SQUAMISH NATION CONSIDERATIONS

The RMOW is committed to working with the Líl'wat People, known in their language as *L'il'wat7úl* and the Squamish People, known in their language as the *Skwxwú7mesh Úxwumixw* to create an enduring relationship; establish collaborative processes for Crown land planning; achieve mutual objectives; and enable participation in Whistler's resort economy.

As mentioned above, the Policy I-06 amendment includes offering free access during school hours to MPSC by adding both the Skatin Community School and the Xetólacw Community School.

COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Comment(s):

NOVEMBER 21, 2023

The Recreation Leisure Advisory Committee (RLAC) has been informed of the above recommended changes at their September and October meetings. RLAC passed the following motion at their September 14, 2023, meeting:

That Recreation Leisure Advisory Committee recommends adopting the amendments to *Council Policy I-06 and Recreation Fees and Charges Bylaw* as presented.

After receiving this resolution, further analysis was done by staff with respect to looking at increasing MPSC pass rates slightly more what was presented to RLAC on September 14, 2023. This still adds value for regular users, but better reflects cost pressures at MPSC. At this meeting, RLAC was also presented with a longer-term fee schedule (i.e., five-year schedule) whereas a shorter-term fee schedule is now being recommended (20 months to two years) so that we can monitor the impact of these changes on participation and our cost recovery rate and adjust as required in early summer 2025.

A communications plan has been developed regarding the associated changes to fees and charges. This plan will be executed over the next few weeks to communicate these changes to the community and key community partners. This will give community members at least one month's notice before the requested fee changes come into effect. The only exception to that is the fees for WOIPR and Day Tickets for LLNT will take effect upon the adoption of the New Parks Fees Bylaw.

REFERENCES

Appendix A – *Council Policy I-06: Parks and Recreation Fees and Charges Policy* with changes in highlights

Appendix B – Parks and Recreation fees and charges comparative summary and data

Appendix C – Original *Council Policy I-06: Parks and Recreation Fees and Charges Policy*

SUMMARY

Staff is seeking Council's approval of the updated *Council Policy I-06: Parks and Recreation Fees and Charges Policy* and the first three readings of the New Park Fees Bylaw to formalize Parks and Recreation Fees and Charges, including comprehensive fee schedules for the next 20 months to two years. The New Parks Fees Bylaw further repeals and replaces the Existing Parks Fees Bylaw.

SIGN-OFFS

Written by:

Roger Weetman,
Manager of Recreation

and

Melissa Talaro,
Recreation Administrative Coordinator

Reviewed by:

Karen Elliott,
General Manager of Community Engagement
and Cultural Services

Carlee Price,
Chief Financial Officer

Virginia Cullen,
Chief Administrative Officer



THE RESORT MUNICIPALITY OF WHISTLER
COUNCIL POLICY

POLICY NUMBER: I-06

DATE OF RESOLUTION:
NOVEMBER 21, 2023

PARKS AND RECREATION FEES AND CHARGES POLICY

1.0 SCOPE OF POLICY

This policy applies to the delivery of parks and recreation services such as registered programs, general admissions, passes, cross country skiing, snowshoeing and facility rentals.

2.0 PURPOSE

Fees and charges are established, structured, and administered to ensure that:

- 2.1** The parks and recreation departments are operating within their financial means,
- 2.2** Fees and charges are equitable and consistent,
- 2.3** The cost of programs and services is not a major hindrance to participation,
- 2.4** Access is not restricted for individuals who are financially challenged.

3.0 GUIDING PRINCIPLES

Guiding Principles form a framework for effective fees and charges policies. Whistler's Official Community Plan (OCP) and Recreation and Leisure Master Plan (RLMP) have also been considered in the development of the guiding principles.

- 3.1** Ensure the economic viability of recreational programs,
- 3.2** Enrich community life by being responsive to our citizen's needs,
- 3.3** Continue to maintain, improve, and provide a diverse variety of high quality and affordable recreation and leisure amenities and experiences,
- 3.4** Continue to be more creative and innovative to achieve our goals,
- 3.5** Be designed to encourage maximum participation.

4.0 GENERAL FEE POLICIES

- 4.1** Fees and charges will be applied to all parks, trails, and recreation programs and facilities.

4.2 Promotional Initiatives

To encourage innovative delivery of services, and maximize revenue potential, marketing and promotion initiatives will be undertaken from time to time that may reduce rates. These initiatives will be approved by the Management Team (see section 4.5 for definition) and tracked/evaluated on a regular basis.

4.3 Recreation Assistance Program

As recreation services are considered essential to a healthy community, and the municipality recognizes residents' ability to pay varies, the department will continue to maintain the municipal recreation assistance program and update the program as required to align with the current economic reality.

4.4 Resident Affordability

To encourage participation in recreational activities, the RMOW will continue its investment in affordable recreation initiatives.

4.5 Waived and Reduced Fees

Fees and charges may be reduced or waived by any one of the following members of the Management Team: the General Manager of Community Engagement and Cultural Services, General Manager of Climate Action, Planning and Development Services, Manager of Recreation, Manager of Resort Operations or the Manager of Village Animation and Events (hereby referred to as the Management Team) if significant social or substantial economic benefit to the resort community is deemed to be derived.

4.6 User Classifications

The various age groups have been established to provide guidance in the establishment of rate structures.

The age group categories for Whistler Olympic Plaza Ice Rink (WOPIR) and Meadow Park Sports Centre (MPSC) passes and admission products are as follows:

Adult/Senior: 19 years of age or older
Youth: 13 through 18 years
Children: 4 through 12 years
Infant: under 4 years
Family: an adult, their spouse and all their dependents under 19 years of age (including foster children) living within the same household.

The age group categories for Nordic products including cross country ski and snowshoe pass and admission products are as follows:

Adult/Senior: 19 years of age or older
Youth: Lost Lake Only products - 13 through 18 years
Dual Area products - 7 through 18 years
Child: Lost Lake Only products - 7 through 12 years
Infant: under 7 years
Family: an adult, their spouse and all their dependents under 19 years of age (including foster children) living within the same household.

4.8 Competitive Analysis

A market analysis of other resort communities and Nordic areas who offer products of a similar nature and specification, in both the public and private sector, with similar facilities to the Resort Municipality of Whistler, will be undertaken approximately every two years to ensure fees and charges remain competitive.

- 4.9 Credits on account in the Recreation Department's software system may be eliminated if not used within two years of issue date.

5.0 ADMISSION POLICIES

5.1 General Admissions

The adult/senior rate for one-time use of a specific facility will be used as the Base Rate (BR) as established through bylaw adoption and item 4.8 above. The adult/senior rate

for a cross country ski day ticket will be used as the Cross-Country Base Rate (XCBR). Rates may be adjusted to permit the rounding of rates for efficient administration.

MPSC Admission Rates Formula

1	User Admission Rate
Adult/Senior	Base Rate
Youth	60% of base rate
Children	50% of base rate
Family and EPT*	2 x base rate
All Day	1.5 x user (Adult, Youth, Child, Family) base rate
Drop-in Hockey	1.3 x user (Adult, youth) base rate = HBR
Court Upgrade	50% of user (Adult, Youth, Child, Family) base rate = CUBR
Shower (20 min)	50% of base rate
Rentals (Skate and Squash)	50% of base rate
Family Rentals	3 x (50% of base rate)

*"EPT" External Personal Training

"Drop-in" One time entry only

"All Day" Allows in and out privileges for the day purchased

Nordic Day Ticket Rates Formula

2	User Admission Rate
Adult/Senior	Cross Country Base Rate (XCBR)
Youth	60% of XCBR
Children	50% of XCBR
Family	2 x XCBR

User	Admission Rate
Day XC (XCBR)	user (Adult, Youth, Child, Family)
Night XC	XCBR x 50% x user (Adult, Youth, Child Family)
Snowshoe	XCBR x 50% x user (Adult, Youth, Child, Family)
Nicklaus North Only	XCBR x 50% x user (Adult, Youth, Child, Family)
Ice Fishing Access	XCBR x 25% x user (Adult, Youth, Child, Family)

Whistler Olympic Plaza Ice Rink Rates Formula

3	User Admission Rate
Adult/Senior	WOPIR Base Rate (WOPIR BR)
Youth	80% of WOPIR BR
Children	60% of WOPIR BR
Family	2.5 x WOPIR BR
Skate rental	1.2 x WOPIR BR

5.2 10/20/30 time passes and monthly passes for Meadow Park Sports Centre (BR is the drop-in rate for Meadow Park Sports Centre)

10 X*	20 X*	30 X*	1 Month	3 Month	6 Month**	Annual**
8.4 x BR	14.8 x BR	19.75 x BR	9 x BR	21.5 x BR	36 x BR	61 x BR

All 10/20/30 time passes, and monthly passes are non-refundable and non-transferable.

*10/20/30time passes expire one year from date of purchase.

**Whistler Experience Spirit pass reduction of five (5) percent from the six month and annual pass rate for adults only. Proof of annual Chamber of Commerce participation in related program required to qualify for Whistler Experience Spirit pass purchase.

5.3 Hockey – Adult Drop-in Hockey and Stick & Puck

Youth aged 16 to 18 years may also participate in adult drop-in hockey sessions provided a parental consent form has been signed and is on file. Drop-in hockey and Stick and Puck admissions includes admission to the rest of MPSC in same visit.

Hockey: HBR based on user (Adult/Youth/Child/Family) drop-in hockey rate

4 10 X*

8.4 x HBR 20 X, 30 X, or monthly passes are not available.

*Hockey 10-time passes are non-refundable, non-transferable and expire one year from date of purchase.

5.4 Cross Country Skiing and Snowshoeing Passes (based on cross country ski day ticket, night ticket or snowshoe ticket rate)

	Book of 5	Book of 10	Early Bird Season Pass	Season Pass
Day XC	4.5 x XCBR	8 x XCBR	10.5 x XCBR	Up to 13 x XCBR* (except child and youth)**
Night XC	4.5 x 0.5 x XCBR	8 x 0.5 x XCBR	10.5 x 0.5 x XCBR	Up to 13 x 0.5 x XCBR
Snowshoe	4.5 x 0.5 x XCBR	8 x 0.5 x XCBR	9 x 0.5 x XCBR	Up to 12 x 0.5 x XCBR
Nicklaus North Only	N/A	N/A	9 x 0.5 x XCBR*	Up to 12 x 0.5 x XCBR*
Ice Fishing	N/A	N/A	N/A	Up to 13 x 0.25 x XCBR

*Nicklaus North only season passes are not included in the 70-day guarantee program.

All Cross-Country Ski and Snowshoe products and passes are non-refundable and non-transferable. Season passes expire at the end of the season. Books of 5 and 10 can be used for the remainder of the fiscal year, or the first two weeks of the subsequent season if less than 14 days are available before December 31, annually.

Whistler Experience Passes are equal to the Adult Early Bird Season Pass rate. Proof of annual Chamber of Commerce participation in related program required to qualify for Whistler Experience pass purchase.

Child and Youth cross country season passes will be calculated at approximately 25% of the Early Bird Adult Season Pass rate to provide maximum affordability options for families in the Sea to Sky Region, all season long, mirroring the seasons pass pricing model provided by our partner Ski Callaghan.

5.5 Refunds and Transfers

All admissions and pass products are non-refundable and non-transferable. Exceptions will be considered for extenuating circumstances and granted for medical reasons when supported by a doctor's note. Administration fees may apply.

5.6 Low use time of day and/or week discounts for MPSC

A discount of up to 25% off may be offered for pass products whereby the facility has experienced historical low use (i.e., early morning, or middle of the day on weekdays).

5.7 Use by Local Schools

Use of pool, arena, fitness centre and courts on school days, during school hours by School District #48, Ecole La Passerelle Whistler, Ecole La Vallee Pemberton, Whistler Waldorf School, **Xetólacw Community School, and Skatin Community School** is at no charge except where additional staffing and equipment is necessary. Extra staffing fees and other services fees (i.e., skate rental fees) will be charged to the schools when appropriate. Equity of allocation may be dictated by the Recreation Department to the schools, on an annual basis and limitations on the number of sessions per school may be enforced.

Use of Lost Lake Nordic Trails on school days, during school hours for 50% off day ticket rates for students attending the schools as listed above (including parents and teachers) while participating in school programs.

5.8 Free Grade 5 and 10 annual passes

All grade 5 and 10 Whistler (resident) students will be provided a free MPSC annual pass providing unlimited free access to the pool, public skating, squash courts and to the fitness centre (for Grade 10's over 16 years of age or who have completed the Youth on Weights program). **Passes are only valid from October 1st of the grade 5 or 10 school year to September 30th of the next year and will not be extended.**

5.9 Free access to attendants who assist persons with disabilities

The Recreation department will provide free access to attendants who assist persons with disabilities who need support to participate in our recreation programs, activities, and facilities.

We define support as assistance of a physical, psychological, emotional, intellectual, or sensory nature to ensure that the patron with the disability is able to participate. The person with the disability must pay admission to the facility.

5.10 Community Nights

A discount of up to 50% off may be provided for admission or pass products during designated days and times (i.e., Tuesday and Friday after 6:00 p.m. for admissions to Meadow Park Sports Centre, and Monday and Thursday evenings from 3:00 p.m. – 8:00 p.m. for night tickets at Lost Lake Nordic Trails)

6.0 PROGRAM POLICIES

6.1 Direct Program Cost Recovery

The overall goal is to recover all direct program costs from fees and charges.

- Direct costs include materials, transportation, activities, staffing, facilities (non-

municipal) or room use (municipal), plus all applicable provincial and federal taxes.

- The formula to determine the fee for each program will be based on minimum registration.
- The required percentage of cost recovery will be set for each program based on community priorities and set by the Management Team.
- Resident** and non-resident rates may be established for programs (see 6.3)
- Non-resident rates shall always be established to achieve, at least, 100% cost recovery.

6.2 Resident Priority

Whistler residents may be given up to one week priority to register for programs.

6.3 Program surcharge for non-residents

Program fees will reflect a difference between a resident and non-resident, as deemed appropriate by the Management Team, up to a maximum difference of 33%.

6.4 Resident Program Pricing Eligibility

To be eligible for resident program pricing, proof of residency (i.e., utility bill, property tax bill or approved identification that shows civic address and/or verifies name on account accordingly) may be required on an annual basis as determined by the Management Team.

6.5 Drop in Programs registration

Meadow Park Sports Centre

All drop-in program registration spots will be open 72 hours prior to the start of each program session. This includes, but is not limited to, adult sports, drop-in hockey, court bookings and all “included” fitness classes. In person access granted on a standby basis at the start of the session.

Drop in program registrations can be cancelled, without penalty, up to 12 -hours before the timeslot by email or phone. Registrations cannot be cancelled online. No-shows or cancellations within 12 hours will be charged.

- 10/20/30 Time Passes: A punch will be taken off of your pass (as if you had visited the facility)
- Monthly Passes: Annual and monthly pass holders will be charged a cancellation fee (equivalent to 1 punch off a 30x card)
- Passes will be frozen until all fees are collected
- Guests who repeatedly no-show or cancel inside of 12 hours may lose their booking privileges and temporary access to the facility

Illness: Guests who cancel due to illness will not be charged a cancellation fee, but for precautionary reasons, all upcoming bookings will be cancelled as long as symptoms persist.

Adult Drop-In Sports

Adult drop-In Sports are not included in passes as they do not run at Meadow Park Sports Centre. Registration for these programs is done online up to 72 hours in advance. Once registered cancellations, refunds, or transfers will not be permitted.

or Withdrawal

Registration for KOTG and Summer Camp programs will take place on a pre-registration basis for currently enrolled children who have attended the program for ten or more sessions in the past two years (September to June or 20 months for KOTG or July through December or 18 months for summer camp. These children will have priority based on the number of days in attendance in our program. Kindergarten children will receive the same priority as their siblings if applicable. Any new families or those with less than 10 days registered will register online for a place in the program.

To receive a refund or credit on account for any cancellations or changes, we require one calendar month's notice in writing to kotg@whistler.ca or by calling 604-905-8370 (i.e. notification must be received by May 31st for any changes in the month of July). If cancelled within the time frame allowing for a refund, \$2 per day will be charged to ensure spaces are not held for those who require childcare.

6.7 Non-refundable Deposits and cancellation fees for KOTG and Day Camp Programs

A 25% non-refundable deposit will be collected for all day camp programs upon registration. Any KOTG or summer camp program cancellations more than one week after registration day will incur a daily cancellation fee to ensure spaces are free to those who require childcare.

6.8 Sessional Programming

Sessional programming may occur throughout the facility as operationally required limiting space to the public in the pool area, fitness centre/studio, arena, and courts at certain times of the day or week.

6.9 Swim Lesson Session Restrictions

Participants will be restricted to one lesson set per session.

7.0 RENTAL POLICIES

7.1 Facility Rental Rates Formula

(Indoor Room Rental Rates based on room size, facility attributes, and equipment included)

Adult Base Rental Rate =	RR ¹
Child Base Rental Rate =	RR ²
Resident** – Adult	RR ¹
Resident** – Child/Youth	RR ² (66% of RR ¹)
Resident** – Commercial or admission charged – Adult	133% RR ¹
Resident Commercial, admission charged or Non-Resident – Child/Youth	RR ¹
Non-Resident– Commercial or admission charged – Adult	166% RR ¹
Registered Agencies: Gov/Edu/Charities/Non-profit – Adult	85% RR ¹
Registered Agencies: Gov/Edu/Charities/Non-profit – Child/Youth	85% RR ²
Corporate Valuing:	+200% RR ¹

Exceptions:

- Ice & pool MPSC: Resident Youth 50% of RR¹ & Youth Commercial/Non-Resident 75% of RR¹
- Andree Vajda Janyk Sports Field interim Facility Rental Fees (based on comparable market rates, facility attributes, supply & demand)

Resident:** individuals paying into Whistler residency tax base (renter, owner or second homeowner within Whistler or their minor children), Whistler-based community groups, Whistler-based commercial businesses (permanent business location in Whistler).

- **Exceptions:** Local Youth Groups - Community or Recreation will not be charged for park and playfield use except for the Andree Vajda Janyk Sports Field.

7.2 Reductions

At the discretion of the Management Team, up to a 15% reduction in the rental rate for the facilities will be considered for frequent facility users.

Also, reductions may be given to facility users or third-party booking agents who are willing to rent a facility in predetermined blocks of time or for longer term bookings.

7.3 Facility Rental Priority

All Parks and Recreation facilities are allocated according to the following priority unless otherwise indicated by any member of the Management Team on a case-by-case basis:

1. Resort Municipality of Whistler (Parks and Recreation) Programs
2. Resident Youth community, recreation, and school groups
3. Resident Adult community and recreation groups
4. Resident commercial groups
5. Non-Resident groups

7.4 Additional Charges

The Parks and Recreation Departments shall establish additional rental charges for other services, such as, but not limited to:

Setup and cleanup,
Operation of a bar to sell liquor,
Operation of a concession,
Additional staffing (pre and post event or during a booking),
Extra equipment,
Percentage of vending or ticketed event sales,
Fencing, and
Administration.

8.0 NON-EXCLUSIVE FACILITY USE

8.1 Permit

Any organization that will operate on RMOW land (parks or trail network) without a fixed location must obtain a Non-Exclusive Use Permit.

8.2 Fees

Permit rate calculations are based on the "Facility Rental Rates Formula" outlined in section 7.1.

8.3 Application Fee

A non-refundable application and administration fee will apply to all applicants and be applied to applications with user visits under 250 people.

9.0 Health Emergency

If a Health Emergency exists, the Municipality acting reasonably may amend, supplement or otherwise enforce any existing Health Emergency rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Health Emergency.

Certified Correct:

Pauline Lysaght,
Corporate Officer

APPENDIX B – PARKS AND RECREATION FEES AND CHARGES COMPARATIVE SUMMARY AND DATA

Meadow Park Sports Centre (MPSC)

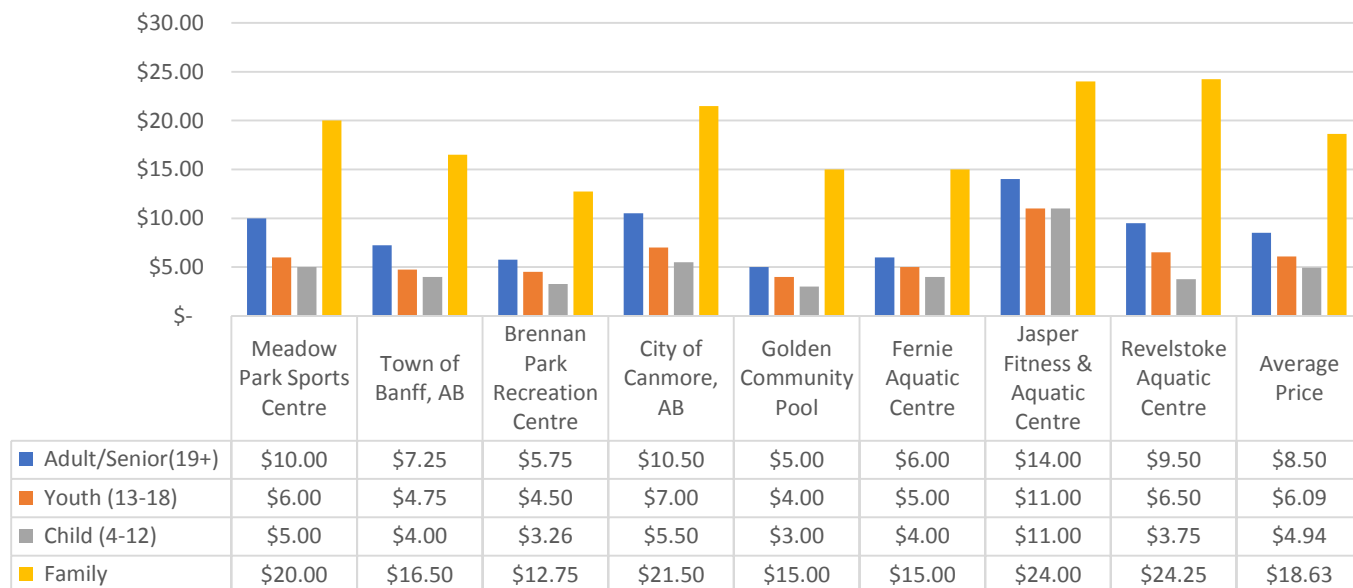
Comparison Research Summary of Findings

An environmental scan of similar facilities was performed to capture what other communities were currently charging for both admission and pass rates at their facilities. Several communities across the province and Alberta were scanned including several from the lower mainland, Revelstoke, Canmore and Jasper. Below are the summary of the findings and the associated rationale for the recommended MPSC fee structure and increase.

- Others have one or two activities such as fitness centre and pool.
- Others offer a student, senior and super senior rate.
- Not all facilities have a family rate but for those that do offer a family rate, it is less.
- Most facilities are in municipalities with higher populations (i.e. larger tax base)
- Rate increase frequency and percent increase: Varies greatly. Many have an annual rate increase, but the amount does depend on Council, some have been 2%, 2.5%, one was 5% and some have not had an increase in a few years. Nanaimo increases their fees every 5 years.

Although MPSC prices are higher than other municipalities, the prices remain reasonable and offer good value, as MPSC offers more activities i.e., pool, fitness centre, arena, squash, and value-added fitness classes, than most other municipalities. For customers who choose long term passes or choose to use the facility at low use or discounted times, the value is even greater.

Recreation Centre Drop In Rate by Facility or Municipality



Note: Comparison against municipalities where the population is less than 20,000 and offer similar amenities.

■ Adult/Senior(19+) ■ Youth (13-18) ■ Child (4-12) ■ Family

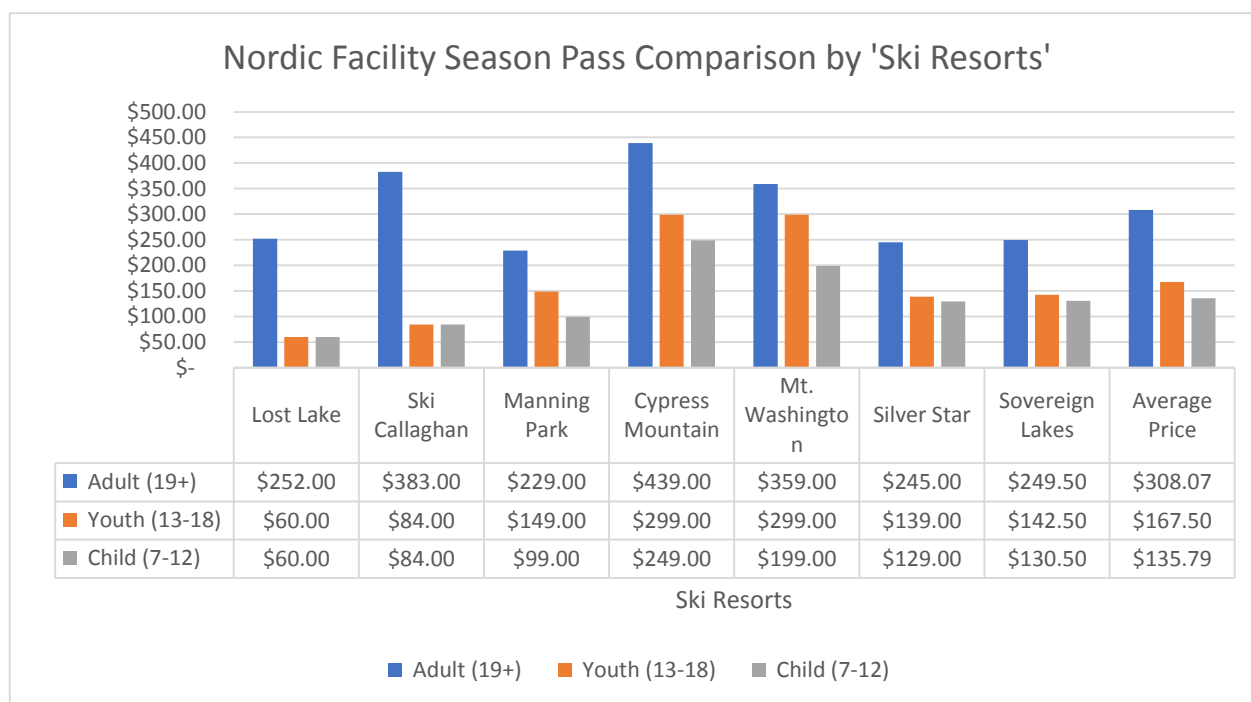
APPENDIX B – PARKS AND RECREATION FEES AND CHARGES COMPARATIVE SUMMARY AND DATA

Lost Lake Nordic Trails (LLNT)

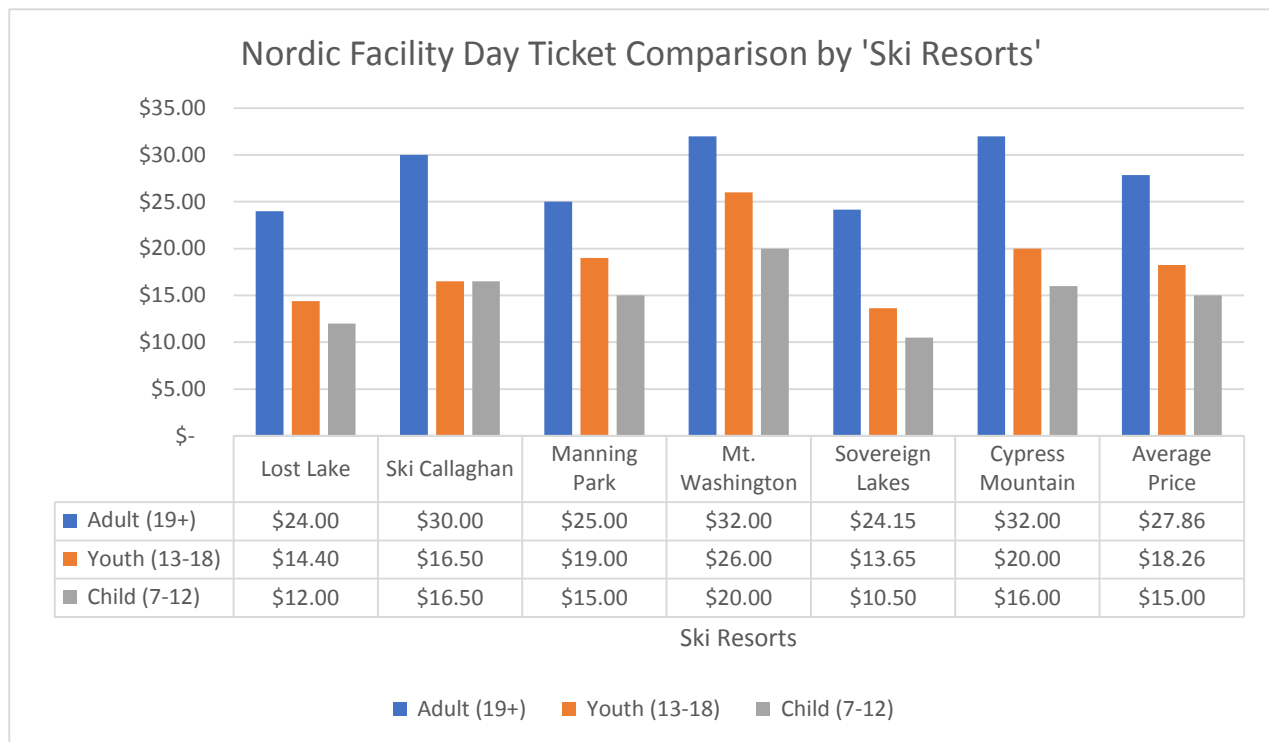
Comparison Research Summary of Findings

Our analysis of other Nordic facilities indicated that we have room to increase fees over the coming years given the extent of our trail network and the average length of season. At this point, staff have chosen to eliminate our Extra Early Bird Rate as of next season to support our cost recovery and gradually increase fees over the next two seasons. Many of the facilities in our comparator group charge significantly more for youth season's pass except neighbouring Ski Callaghan, and we have chosen to align more with the Ski Callaghan approach to encourage more youth into Nordic skiing.

- Six Nordic facilities were compared within British Columbia that provide similar product offerings: Ski Callaghan, Cypress Mountain, Manning Park, Sovereign Lakes, Silver Star and Mt. Washington (see included comparative chart further below).
- LLNT day ticket rates are currently the lowest.
- LLNT night ticket and snowshoe tickets are below average.
- A few Nordic areas offer more terrain, but LLNT is right in the middle regarding the number of kilometers offered, including 25 kilometers of cross country ski trails and 15 kilometers of snowshoe trails.
- Other areas offer senior and super senior rates.
- Only half of the areas offer a family rate; for those that do offer a family rate, the price is slightly higher than LLNT.
- Sales Timeframes (i.e. early bird rates): There are a variety of approaches to sales timeframes. One ski area offers four sales timeframes, two areas offer two sales timeframes, and the remainder offer no sales.
- Rate increase frequency and percent increase: Varies greatly depending on the success of the previous season. Most Nordic Areas have been increasing rates annually over the past few years but have reduced rates on select products to entice customer uptake. For example, the number of customers purchasing snowshoe passes has been low, therefore the snowshoe pass rate has been reduced.



APPENDIX B – PARKS AND RECREATION FEES AND CHARGES COMPARATIVE SUMMARY AND DATA



Whistler Olympic Plaza Ice Rink (WOPIR)

Comparison Research Summary of Findings

After reviewing some of the data, our prices at Whistler Olympic Plaza were lower than many other municipalities. In line with our guiding principles, we propose a strategy that balances cost recovery and accessibility including restructuring WOPIR fees to match the fee structure of MPSC whereas there are separate fees per customer type i.e. children, youth adult and family, with a separate and distinct skate rental fee. Staff were mindful in setting prices for this season that were not too far off the prices set for last season while also recommending a fee increase for next season that brings it closer to the rates being charged at Sun Peaks (this season).

Sun Peaks

- NHL-size outdoor rink – covered
- Rentals \$7
- Admission Fees: \$8 Adult, \$6 Youth, children under 5 free, Adult 10x Pass \$60, Youth Pass \$45
- 10x passes available to purchase
- Public skate sessions – 1.5 hours each session. 2 – 3 sessions per day. Maintenance is 30 minutes per day.
- Pre-registration for public skate sessions available, drop-in available based on pre- registration
- Helmets mandatory for children under 13 years

Grouse Mountain

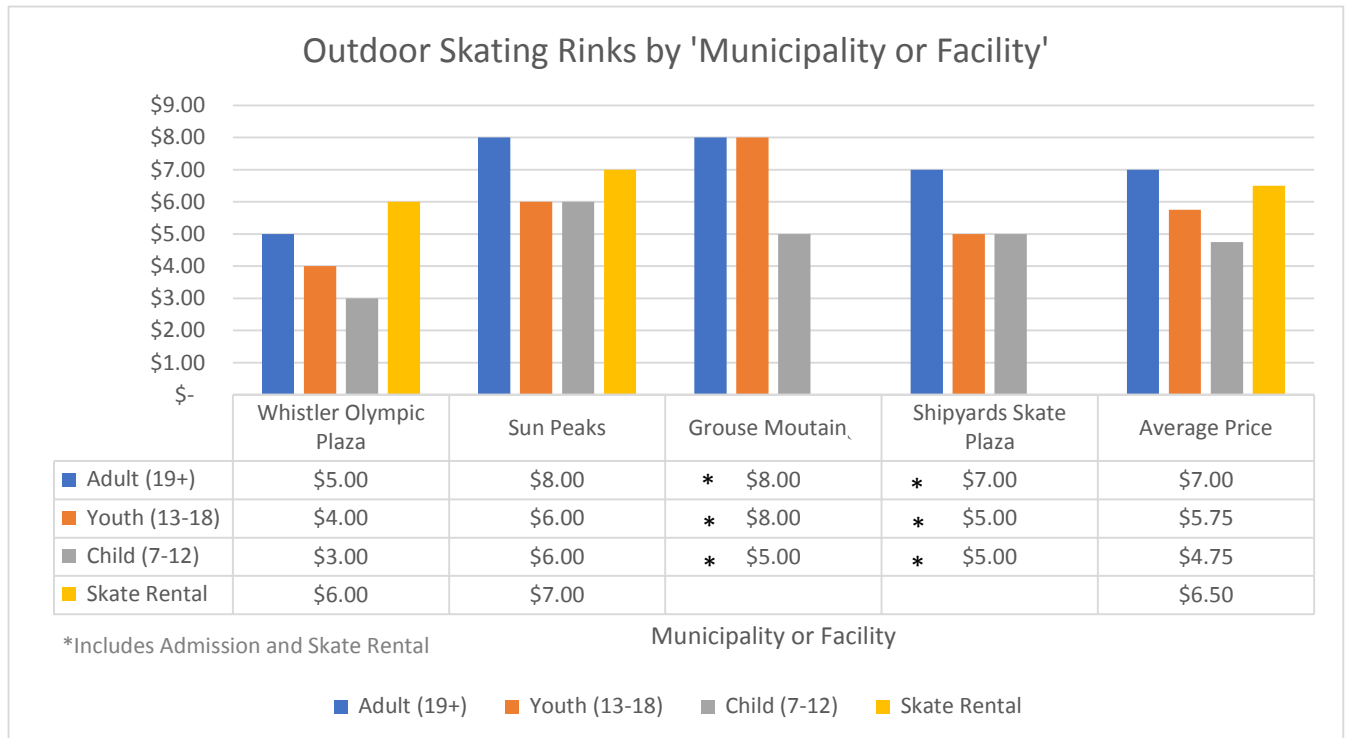
- 8,000 sq foot ice skating “pond” – not covered
- Rentals: Adult \$8, Child \$5 (no age listed)
- Admission free with purchase of Mountain Admission Ticket (Gondola ride)

APPENDIX B – PARKS AND RECREATION FEES AND CHARGES COMPARATIVE SUMMARY AND DATA

- Open 9am-10pm

Shipyards Skate Plaza

- 12,000 sq feet – covered
- Rentals: Adults \$7, Child \$5 (no age listed)
- Maintenance closure: 3pm & 5.30pm for 30 minutes
- Open 12 – 7pm
- Helmets mandatory for children under 12 years





THE RESORT MUNICIPALITY OF WHISTLER COUNCIL POLICY

POLICY NUMBER: I-06		DATE OF RESOLUTION:	April 16, 2013
NAME:	PARKS AND RECREATION FEES AND CHARGES	AMENDED:	November 17, 2015 December 5, 2017 November 19, 2019 February 21, 2023

1.0 SCOPE OF POLICY

This policy applies to the delivery of recreation services in the areas of registered programs, general admissions, passes, cross country skiing, snowshoeing and facility rental.

2.0 PURPOSE

Fees and charges are established, structured and administered to ensure that:

- 2.1 The parks and recreation departments are operating within their financial means,
- 2.2 Fees and charges are equitable and consistent,
- 2.3 The cost of programs and services is not a major hindrance to participation,
- 2.4 Access is not restricted for individuals who are financially challenged.

3.0 GUIDING PRINCIPLES

Guiding Principles form a framework for effective fees and charges policies. They are based on statements from the Corporate Plan, Whistler 2020: Comprehensive Sustainability Plan, the RMOW Five Year Financial Plan and the Official Community Plan.

- 3.1 Ensure the economic viability of recreational programs,
- 3.2 Enrich community life by being responsive to our citizen's needs,
- 3.3 Enhance the resort experience by providing high quality facilities and services,
- 3.4 Continue to be more creative and innovative to achieve our goals,
- 3.5 Be designed to encourage maximum participation.

4.0 GENERAL FEE POLICIES

- 4.1 Fees and charges will be applied to all parks and recreation programs and facilities.

4.2 Promotional Initiatives

To encourage innovative delivery of services, and maximize revenue potential, marketing and promotion initiatives will be undertaken from time to time that may reduce rates. These initiatives will be approved by the Management Team (see section 4.5 for definition) and tracked/evaluated on a regular basis.

4.3 Recreation Assistance Program

As recreation services are considered essential to a healthy community, and the municipality recognizes residents' ability to pay varies, the department will continue to maintain the municipal recreation assistance program and update the program as required to align with the current economic reality.

4.4 Resident Affordability

To encourage participation in recreational activities, the RMOW will continue its significant investment in affordable recreation initiatives.

4.5 Waived and Reduced Fees

Fees and charges may be reduced or waived, by the General Manager of Corporate and Community Services, General Manager of Resort Experience, Manager of Recreation, Manager of Parks Operations or the Manager of Village Animation and Events (hereby referred to as the Management Team) if significant social or substantial economic benefit to the resort community is deemed to be derived by any member of the Management Team.

4.6 User Classifications

The various age groups have been established to provide guidance in the establishment of rate structures.

Adult: 19 years of age or older
Youth: 13 through 18 years
Children: 4 through 12 years (7 through 12 years for Cross Country)
Infant: under 4 years is free (under 7 years free for Cross Country)
Family: an adult, their spouse and all their dependents under 19 years of age (including foster children) living within the same household.

4.8 Competitive Analysis

A market analysis of other resort communities offering products of a similar nature and specification, in both the public and private services in the Lower Mainland and Sea to Sky corridor, with similar facilities to the Resort Municipality of Whistler, will be undertaken approximately every 5 years to ensure fees and charges remain competitive.

4.9 Fees and charges will be increased on an annual basis on January 1 of each year for facility rental charges. Meadow Park Sports Centre admissions/passes

will be increased bi-annually on January 1 and at the beginning of each winter season for Cross Country Skiing and Snowshoeing. Program Fees will be increased as deemed necessary to meet the requirements identified in section 6.0 of this policy.

- 4.10** Credits on account in the Parks and Recreation Departments software system may be eliminated if not used after two years.

5.0 ADMISSION POLICIES

5.1 General Admissions

The adult rate for one-time use of a specific facility will be used as the Base Rate (BR) as established through bylaw adoption and item 4.8 above. The adult rate for a cross country ski day ticket will be used as the Cross Country Base Rate (XCBR). Rates may be adjusted to permit the rounding of rates for efficient administration.

MPSC Admission Rates Formula:

User	Admission Rate
Adult/Senior	Base Rate
Youth	60% of base rate
Children	50% of base rate
Family and EPT*	2 x base rate
All Day	1.5 x user (Adult, Youth, Child, Family) base rate
Drop-in Hockey	1.3 x user (Adult, youth) base rate = HBR
Court Upgrade	50% of user (Adult, Youth, Child, Family) base rate = CUBR
Shower (20 min)	50% of base rate
Rentals (Skate and Squash)	50% of base rate
Family Rentals	3 x (50% of base rate)

**EPT" External Personal Training

"Drop-in" One time entry only

"All Day" Allows in and out privileges for the day purchased

Cross Country Admission Rates Formula:

User	Admission Rate
Day XC	user (Adult, Youth, Child, Family) XCBR
Night XC	50% x user (Adult, Youth, Child Family) XCBR
Snowshoe Day	50% x user (Adult, Youth, Child, Family) XCBR
Nicklaus North Only XC	50% x user (Adult, Youth, Child, Family) XCBR

- 5.2** Playtime and Active Member passes for Meadow Park Sports Centre (BR is the drop in rate for the Meadow Park Sports Centre)

10 X*	20 X*	30 X*	1 Month	3 Month	6 Month**	Annual**
8.5 x BR	15 x BR	20 x BR	9 x BR	22 x BR	37 x BR	63 x BR

*One year expiry from date of purchase for all 10X, 20X and 30X pass products.

**Whistler Experience Spirit pass reduction of five (5) percent from the six month and annual pass rate for adults only. Proof of annual Chamber of Commerce participation in related program required to qualify for Whistler Experience Spirit pass purchase.

- 5.3** Adult Drop-in Hockey: Youth 16 to 18 years may also participate provided a parental consent form has been signed and is on file. Includes admission to the rest of MPSC in same visit.

A) Hockey: HBR based on Adult drop in Hockey rate

10 X*

8.5 x HBR

N0 20 X, 30 X or monthly passes available

*One year expiry from date of purchase.

- 5.4** Cross Country Skiing and Snowshoeing Passes (XCBR based on Cross Country or Snow shoeing day ticket rate)

Book of 5	Book of 10	Season	Extra Early Bird	Early Bird	Night
4.5 x XCBR	8 x XCBR	14 x XCBR*	Seas. Pass X 75%	Seas. Pass X 80%	.5 x XCBR

*Whistler Experience Pass calculated at 75% Regular Seasons Pass Price for adults only. Proof of annual Chamber of Commerce participation in related program required to qualify for Whistler Experience pass purchase.

- 5.5 Low use time of day and/or week Discounts for MPSC**

A discount of up to 25 per cent off may be provided for admission or pass products whereby the facility has experienced historical low use (i.e. early morning, late evening or middle of the day on weekdays).

- 5.6 Use by School District 48, Ecole La Passerelle (Whistler) and Whistler Waldorf School**

Use of Pool, Arena and Fitness Centre during school hours by School District #48, Ecole La Passerelle (Whistler) and Whistler Waldorf School is at no charge except where additional staffing and equipment is necessary. Extra staffing fees and other services fees (example: skate rental fees) will be charged to the schools when appropriate.

- 5.7 Free Grade 5 and 10 annual passes**

All Grade 5 and 10 Whistler (resident) students will be provided a free MPSC annual pass providing unlimited free access to the pool, public skating, squash

courts and to the Fitness Centre (for Grade 10's over 16 years of age or who have completed the Youth on Weights program). Passes are valid from October 1 of the grade 5 or 10 school year to September 30 of the next year.

5.8 Free access to attendants who assist persons with disabilities

The Recreation department will provide free access to attendants who assist persons with disabilities who need support to swim, skate, exercise in fitness centres, visit parks, and participate in recreation programs.

We define support as assistance of a physical, psychological, emotional, intellectual, or sensory nature to ensure that the patron with the disability is able to participate.

6.0 PROGRAM POLICIES

6.1 Direct Program Cost Recovery

The overall goal is to recover all direct program costs from fees and charges.

- Direct costs include materials, transportation, activities, staffing, facilities (non- municipal) or room use (municipal), plus all applicable provincial and federal taxes.
- The formula to determine the fee for each program will be based on minimum registration.
- The required percentage of cost recovery will be set for each program based on community priorities and set by the Management Team.
- Resident** and non-resident rates may be established for programs (see 6.3)
- Non-local rates shall always be established to achieve, at least, 100 per cent cost recovery.

6.2 Resident Priority

Whistler residents may be given up to one week priority to register for programs.

6.3 Program surcharge for non-residents

Program fees will reflect a difference between a resident and non-resident, as deemed appropriate by the Management Team, up to a maximum difference of 33 per cent.

6.4 Resident Program Pricing Eligibility

To be eligible for resident program pricing, proof of residency (i.e. utility bill, property tax bill or approved identification that shows civic address and/or verifies name on account accordingly) may be required on an annual basis as determined by the Management Team.

6.5 Drop in Programs registration

All Drop in program registration spots will be open 30 minutes prior to the start of each program session and is available for “in person” sign up (for that person) only. This includes, but is not limited to, Drop in (Open) Sports, Drop in Hockey and all “included” fitness classes.

6.6 Out of School Care and Summer Camp Program Notice of Changes or Withdrawal

To receive a refund or credit on account for any cancellations or changes, we require one calendar months’ notice in writing to kotg@whistler.ca or by calling 604.905.8370. (i.e. Notification must be received by May 31 for any changes in the month of July)

6.7 Non-refundable Deposits for Day camp Programs

A 25 per cent non-refundable deposit will be collected for all day camp programs upon registration.

6.8 Sessional Programming

Sessional programming may occur throughout the facility as operationally required limiting space to the public in the pool area, fitness centre/studio, arena and courts at certain times of the day or week.

7.0 RENTAL POLICIES

7.1 Facility Rental Rates Formula

(Indoor Room Rental Rates based on room size, facility attributes, and equipment included)

Adult Base Rental Rate = RR-A

Child Base Rental Rate = RR-C

Local** – Adult	RR-A
Local** – Child/Youth	RR-C (66% of RR-A)
Local** - Commercial or admission charged-Adult	133% RR-A
Local Commercial, admission charged or Out-of Town – Child/Youth	RR-A
Out-of-Town - Commercial or admission charged- Adult	166% RR-A
Registered Agencies: Gov/Edu/Charities/Non-profit- Adult	85% RR-A
Registered Agencies: Gov/Edu/Charities/Non-profit- Child/Youth	85% RR-C
Corporate Valuing:	+200% RR-A

Exceptions:

- Ice & pool MPSC: Local Youth 50% of RR-A & Youth Commercial/Out of Town 75% of RR-A
- Andree Vajda Janyk Sports Field interim Facility Rental Fees (based on

comparable market rates, facility attributes, supply & demand)

Local:** individuals paying into Whistler residency tax base (renter, owner or second homeowner within Whistler), Whistler-based community groups, Whistler-based commercial businesses (permanent business location in Whistler).

- **Exceptions:** Local Youth Groups - Community or Recreation will not be charged for park and playfield use except for the Andree Vajda Janyk Sports Field and the Non-Exclusive Use Permit (NEUP).

7.2 Reductions

At the discretion of the Management Team, up to a 15 per cent reduction in the rental rate for the facilities will be considered for frequent facility users who book one month in advance.

Also, reductions may be given to facility users or third party booking agents who are willing to rent a facility in predetermined blocks of time or for longer term bookings.

7.3 Facility Rental Priority

All Parks and Recreation facilities are allocated according to the following priority unless otherwise indicated by any member of the Management Team on a case by case basis:

1. Resort Municipality of Whistler (Parks and Recreation) Programs
2. Local community, recreation and school groups
3. Local commercial groups
4. Out-of-town groups

7.4 Additional Charges

The Parks and Recreation Departments shall establish additional rental charges for other services, such as, but not limited to:

Setup and cleanup,
Operation of a bar
to sell liquor,
Operation of a
concession,
Additional staffing (pre and post event or
during a booking), Extra equipment,
Percentage of vending or ticketed event
sales, Fencing, and
Administration.

8.0 NON-EXCLUSIVE FACILITY USE

8.1 Permit

Any organization that will operate on RMOW land (parks or trail network) without a fixed location must obtain a Non-Exclusive Use Permit.

8.2 Fees

Permit rate calculations are based on the "Facility Rental Rates Formula" outlined in section in 7.1.

8.3 Application Fee

A non-refundable application and administration fee will apply to all applicants and be applied to applications with user visits under 250 people.

Certified Correct:



Pauline Lysaght,
Corporate Officer

STAFF REPORT TO COUNCIL

PRESENTED: November 21, 2023
FROM: Legislative Services
SUBJECT: CODE OF CONDUCT BYLAW AND RELATED RESPECTFUL CONDUCT POLICIES

REPORT: 23-118
FILE: 3900-20-2397

RECOMMENDATION

That the recommendation of the Chief Administrative Officer be endorsed.

RECOMMENDATIONS

Code of Conduct Bylaw

That Council consider giving first, second and third readings to “Code of Conduct Bylaw No. 2397, 2023” (OPTION A);

OR

That Council consider giving first, second and third readings to “Code of Conduct Bylaw No. 2397, 2023” (OPTION B); and

Elected Officials Oath of Office Bylaw

That Council consider giving first, second and third readings to “Elected Officials Oath of Office Bylaw No. 2414, 2023”; and

Council Governance Manual

That Council adopt *Council Policy A-21: Council Governance Manual* as amended and attached as Appendix A to this Administrative Report to Council No. 23-118; and further

Council Remuneration Policy

That Council adopt *Council Policy A-30: Council Remuneration Policy* as amended and attached as Appendix B to this Administrative Report to Council No. 23-118.

PURPOSE OF REPORT

The purpose of this report is to seek Council approval for the new “Code of Conduct Bylaw No. 2397, 2023” (New Code). The New Code will replace the existing Code of Conduct Policy (Appendix A: Code of Conduct and Conflict of Interest Guidelines for Councillors (Existing Code) of *Council Policy A-21:*

Council Governance Manual), attached as Appendix C. Two alternate bylaws are being presented for Council's consideration.

In addition to the New Code, there are several related responsible conduct policies, procedures or bylaws that need to be introduced or amended to align with the New Code. These are:

- "Elected Officials Oath of Office Bylaw No. 2414, 2023"
- *Council Policy A-21: Council Governance Manual* (Council Governance Manual)
- *Council Policy A-30: Council Remuneration Policy* (Council Remuneration Policy)
- Administrative Procedure F-13: Respectful Workplace
- "Council Procedure Bylaw No. 2207, 2018" (Council Procedure Bylaw)

The updates to the above list are recommended irrespective of which New Bylaw Council approves.

☐ Information Report

☒ Administrative Report (Decision or Direction)

CONTEXT

A code of conduct is a written document that sets shared expectations for conduct and behaviour of elected officials. It demonstrates that Council members share a common understanding of ethical obligations which are essential to good governance. Codes of conduct are also an opportunity to signal to the community, and potential candidates, the principles, and standards that a council values upholding in the course of their work as elected officials. Having clear agreements for conduct and behaviour is also an opportunity for Council to provide leadership on how we want to interact and be with each other as residents of Whistler.

There are two options for the New Code presented in this report. This was done because the direction that Council provided staff results in a weaker New Code than what already exists and a higher barrier for a member of Council or staff to bring a complaint forward. As the bylaw had not yet been written during the workshops, staff thought it important to bring two options forward to help Council review the direction provided with more detail and context.

Staff recommend bylaw OPTION A. This option follows the recommendations of the Working Group on Responsible Conduct (a collaboration between the Union of B.C. Municipalities, the Ministry of Municipal Affairs, and the Local Government Management Association, which also included the participation of a Whistler Council member) and is in line with what has been implemented by other local governments. OPTION A takes advantage of the benefits of an internal enforcement process, it upholds the standards of conduct currently established by the Existing Code, it applies the province's prescribed principles, it is easier to implement than OPTION B and takes into account diversity, equity, and inclusion practices. On the other hand, bylaw OPTION B, which excludes some of the most important standards of ethical conduct (e.g., conflict of interest), does not achieve any of the above benefits and would result in the Resort Municipality of Whistler's (RMOW) New Code falling short of expectations set across the province.

DISCUSSION

Background

The RMOW's Council Governance Manual was adopted by Council in 2005 (it is attached as Appendix C). The Existing Code covers standards of conduct imposed by law, appropriate conduct,

implementation, and enforcement of alleged breaches.

In accordance with the requirements of the *Municipal Affairs Statutes Amendment Act (No. 2), 2021*, Council passed a resolution on [April 3, 2023](#), directing staff to review the Existing Code. Upon reviewing the Existing Code, staff noted that many changes should be made to bring the New Code more in line with the modern landscape of municipal government. Importantly, the new legislation requires councils to consider “prescribed principles” when deciding whether to review a code of conduct. These principles are set out by the *Principles for Codes of Conduct Regulation, BC Reg 136/2022* as follows:

- Council members must carry out their duties with integrity;
- Council members are accountable for the decisions that they make, and the actions that they take, in the course of their duties;
- Council members must be respectful of others; and
- Council members must demonstrate leadership and collaboration.

Generally, ethical conduct is driven by the above principles. It is a central component of good governance and guides the way elected officials conduct themselves with their colleagues, staff, and the public. The *Community Charter (CC)* also sets out several “ethical conduct” rules for elected officials. Contravention of these rules may result in an elected official’s disqualification from office. This report refers to conduct that breaches these rules as “disqualifiable conduct”. Disqualifiable conduct centres on conflict of interest rules and also includes a failure to make the oath of office, an unexcused absence, and an unauthorized expenditure.

Following the legislative changes in 2021, local governments across the province have been reviewing and updating their codes of conducts. Over this time code complaints have also been conducted and have provided an opportunity to review what works well and what needs improvement. The RMOW has worked closely with lawyers from Young Anderson in the development of the New Code. Young Anderson has recently drafted multiple codes of conduct and Mr. Reece Harding, a partner at the firm, was also the former Ethics Commissioner for the City of Surrey. Staff were able to draw from Mr. Harding’s practical experience as well as feedback and shared lessons learned from senior staff at other local governments, including the District of Squamish and the City of Nanaimo.

Suggested changes to the Existing Code

There are strong elements of the Existing Code that staff recommend carrying through to the New Code, including the Existing Code’s purpose and conduct provisions. The Existing Code’s purpose is focused on committing to excellence in local government by ensuring stringent standards of ethical behaviour, and by demonstrating honesty, integrity, and fairness. The Existing Code contains provisions dealing with conflict of interest, corporate information, preferential treatment, and gifts and benefits. These provisions fall under the category of disqualifiable conduct under the CC and are consistent with the overriding commitment to excellence in local government.

Yet, changes are needed to bring the New Code in alignment with the legislative requirements and current best practices among other local governments. Notably, the Province’s prescribed principles (set out above) need to be incorporated into the New Code. Staff also recommend a new approach to the implementation and enforcement provisions in the New Code, as the Existing Code relies too heavily on staff and the Governance and Ethics Standing Committee (GAESC). Further the Existing Code refers to the role of an Ethics Commissioner, which was not properly established. The types of conduct included should also be broadened to incorporate additional topics such as social media and elections. Looking to best practices, staff recommend that the list of available remedies be more

comprehensive and that breaches of the New Code be connected to Council's Remuneration Policy. Staff also propose removing the New Code from the Existing Code and instead introduce it as a bylaw to make its contents more enforceable.

Development of the New Code

At the direction of Council, staff workshopped key themes of the New Code with GAESC. GAESC provided initial oversight on the scope of the New Code and then, given the importance of subject matter, discussion was brought to the full Council table.

Council Meetings on the New Code were held in closed sessions due to the receipt of legal advice. Mr. Reece Harding, partner from Young Anderson, assisted Council in working through 11 key questions to help shape the New Code. Council passed a resolution to bring forward the closed Council resolutions from these meetings (Appendix D). These questions addressed several topics, including the New Code's application, the types of conduct to include, informal resolution, the role of an independent third-party, transparency, and remedies.

The two bylaws (OPTION A & OPTION B)

The resolutions passed in answer to these questions form the basis of the New Code. With respect to the types of conduct to be captured by the New Code, Council did not pass a resolution in line with best practices set by other local governments. To address this divergence and given that the subject matter is complex, takes time to understand and is perhaps more easily understood through comparison, staff are presenting two bylaws for consideration. Staff recommend that the New Code contain robust and broad provisions, including disqualifiable conduct. This is presented in bylaw OPTION A. Council, however, directed staff to draft the New Code such that it excludes any matters that could be administered through another process, specifically referring to disqualifiable conduct under the CC, election offences under the *Local Government Act* and the *Local Elections Campaign Financing Act*, and offences under the *Criminal Code*. Any complaint with respect to this type of conduct must be closed by the investigator; additionally, in the case of criminal conduct, the investigator must refer the matter to the appropriate authorities. This direction is presented in bylaw OPTION B. Staff understand that the reason Council preferred the direction under Option B was to avoid Council becoming judge and jury to a process related to a colleague and to not duplicate existing legal processes.

In accordance with this direction, the conduct that is not captured by OPTION B is as follows:

- General conduct with respect to any financial benefit
- Handling of confidential information with respect to any financial benefit
- Conflict of interest
- Gifts and personal benefits
- Use of influence with respect to any financial benefit
- Election offences

Following this direction, and excluding these types of conduct, results in a significant weakening of the Existing Code, which currently contains, apart from election offences, the conduct listed above. It should be noted that both bylaws contain a section on Criminal Conduct, noting that if the investigator believes there may have been a contravention of the *Criminal Code*, they must refer the matter to the appropriate authorities. Human rights complaints would also be directed to a more appropriate process under both bylaws. The above list noting the variance in the types of Council member conduct covered by the New Code is the main difference between the two bylaws. Incidentally, the investigator's

dismissal powers under the two bylaws are also distinct. These variations are captured in Appendix E, which compares the two versions of the New Code.

In developing bylaw OPTION A, staff drew from recent Codes of Conduct developed by the District of Squamish, the City of New Westminster, and the City of Nanaimo. Staff also took inspiration from the City of Winnipeg's Members of Council Code of Conduct By-law, which follows Manitoba's *Council Members' Code of Conduct Regulation 98/2020*. The Working Group on Responsible Conduct created a Model Code of Conduct and associated Companion Guide, both of which were very helpful in drafting OPTION A.

Both bylaws OPTION A and OPTION B contain the following provisions:

- **Application** The New Code applies to Council members and complaints may be made by Council members and staff. Committee members (members of the community who are appointed to committees but are not Council members) will be expected to comply with the standards set out in the New Code. If a committee member breaches the New Code their appointment to the committee will be rescinded by the Mayor or Council under the existing authority of the CC. Terms of reference for all RMOW committees will be updated to incorporate language to this effect.
- **Investigator** The New Code relies on an independent third-party who will be responsible for administering and conducting investigations. The New Code incorporates provisions to allow the investigator to conduct preliminary assessments and summarily dismiss complaints.
- **Informal Resolution** Informal resolution, including restorative justice approaches, will be the preferred primary path for all complaints. A third-party mediator may aid in the resolution of the complaint.
- **Formal Resolution** In the case of a formal investigation, the investigator must conclude the investigation and prepare a report for Council within 90 days.
- **Transparency** The New Code requires Council to consider accepting the investigator's findings that the New Code was breached and what remedial measures, if any, should be imposed in an open meeting (unless there is a justification for closing the meeting under the CC). Following Council's decision, the investigation report, or a summary, along with Council's decision, will be released to the public (subject to the *Freedom of Information and Protection of Privacy Act*).
- **Penalties** The New Code provides the investigator with considerable discretion to recommend a remedy proportionate to the conduct at issue. If the investigator finds that a Council member breached the New Code, or submitted a complaint that was frivolous, vexatious, or made in bad faith, the Council member's remuneration will be reduced. The reduction will increase if the Council member has breached the New Code more than once. Remuneration will not be reduced if the Council member took all reasonable steps to prevent the breach, the breach was trivial or inadvertent, or if an error was made in good faith.

Analysis

Staff are supportive of bylaw OPTION A for several reasons. Firstly, OPTION A captures the benefits of an internal enforcement process for an important segment of responsible conduct (i.e., disqualifiable conduct). Secondly, it upholds the standards of conduct set by the Existing Code. Thirdly, it aligns with the province's prescribed principles. Fourthly, its scope of conduct goes beyond the relational, or respect and dignity, behaviours, which can be challenging to investigate and enforce. Finally, OPTION

A provides an opportunity to create a more equitable and diverse Council table. More detail on each of these points is set out below.

Effective enforcement

In the Working Group on Responsible Conduct's publication *"Forging the Path to Responsible Conduct in Your Local Government"*, the advantages of code of conduct enforcement are set out as follows: *"enhanced certainty and transparency, improved compliance, administrative efficiencies, and enhanced fairness."* The UBCM Executive has also expressed support for the ability of local governments to manage the conduct of local elected officials:

"The UBCM Executive affirms the value of local governments taking ownership of tools that support responsible conduct. Codes of Conduct that have been developed and endorsed by Councils and Boards through discussion lead to a deeper understanding than those imposed externally. These important discussions also prepare the ground for the effective informal resolution of differences, which has been shown in local government experience to lead to more effective outcomes than formal processes of enforcement. (UBCM Executive Comments on SR3 Strengthening Responsible Conduct, UBCM 2021 Resolutions Book at page 24)."

The above excerpt from the UBCM Resolutions Book is attached as Appendix F.

This highlights the importance of the ability of OPTION A to apply its enforcement mechanisms, including informal resolution tools, to alleged breaches of disqualifiable conduct.

With respect to disqualifiable conduct, the remedies available under OPTION A and OPTION B, which would lead to a CC application, are also notably different. Under the CC, a successful challenge will result in the Council member's disqualification. Under OPTION A, the remedies available under the New Code can be more appropriately scaled to fit the conduct in issue; for example, the remedy could be a requirement to attend a training session or issuing a public apology.

Standards in the Existing Code

Excluding disqualifiable conduct under OPTION B is also a step back from the broad scope of conduct captured by the Existing Code. As noted above, one of the strongest elements of the Existing Code is that it contains provisions dealing with conflict of interest, corporate information, preferential treatment, and gifts and benefits.

Prescribed principles

OPTION A aligns with all principles prescribed by the province. Most notably, the principle that points to accountability: Council members are accountable for the decisions that they make, and the actions that they take, in the course of their duties. OPTION A increases Council member accountability through its inclusion of a broader range of Council member conduct. The framework established under OPTION B would make it considerably more difficult to hold Council members accountable for their actions and decisions because it excludes provisions that deal with disqualifiable conduct. By excluding such provisions, any recourse to address this type of Council member misconduct would need to go through an application to the BC Supreme Court for a declaration of disqualification under the CC.

Appendix G to this report includes a comparison chart and a flow diagram demonstrating how an alleged breach of disqualifiable conduct would be handled under each bylaw option. Under OPTION B, the investigator would be required to close the complaint and the only recourse available for the

complainant would be an application to court for a declaration of disqualification. This application must be made by 10 or more electors of the municipality or a special majority (2/3) vote of Council. It also requires significant resources and time, and as such, it is a much more burdensome and inaccessible process than initiating and investigating a complaint made under OPTION A.

Conversely, under OPTION A, a complaint alleging a breach of disqualifiable conduct may still be investigated. Under OPTION A this complaint may be made by one Council member or one staff member. To address Council's concern around parallel proceedings occurring under the New Code and the CC, staff have built into OPTION A a disqualification proceedings provision. This provision acts as an "off-ramp", such that if the conduct is already engaged in the CC process (or if the window is still open to do so), the process under the New Code is suspended until the court has dealt with the matter or the time limit has run out. If the CC process is not engaged, or does not result in the Council member's disqualification, the complaint may be recommenced under OPTION A. This provision allows the CC process to run its course before a complaint can be investigated under OPTION A.

Given the higher thresholds for applying to the court and the required resources, especially when compared with the prioritization of informal resolution under OPTION A, it is foreseeable that many complainants would not be able to avail themselves of the CC process and this does not work to uphold the accountability of Council members. Requiring any investigation with respect to disqualifiable conduct to go through the courts does not demonstrate accountability for Council members' conduct. Nor does it demonstrate leadership in this field (another prescribed principle). A review of best practices among other local governments indicates that the RMOW would be an outlier if it were to exclude disqualifiable conduct from its New Code.

Council previously expressed concerns over being the "judge and jury" with respect to a finding that the New Code was breached by a fellow Council member and indicated a preference to that work being undertaken by a B.C. Supreme Court judge. To address this, the complaint and resolution procedures established under the New Code rely heavily on the determinations made by the third-party investigator. In being asked to endorse the investigator's finding that the New Code was breached by a Council member, and that certain remedies should be imposed, Council is expected to give considerable deference to the investigator's recommendations and depart from them only when they are manifestly unfit.

Implementation

An additional concern with OPTION B is that when the disqualifiable conduct pieces are removed from the New Code, the provisions that are left are mainly relational or respect and dignity provisions. These are important provisions, but it should be noted that enforcement in this area may be of limited application. These provisions are much more subjective, and unlike objective acts (for example, the unlawful acceptance of a gift), they are not as susceptible to investigation and are much harder to prove. OPTION B also challenges the investigator with the difficult task of distinguishing what conduct amounts to disqualifiable conduct (for example, was there a financial benefit or not?) in deciding whether a complaint may proceed or if it needs to be closed.

Diversity, equity, and inclusion

The Province has signaled the importance of diversity, equity, inclusion, and reconciliation through work undertaken by the Parliamentary Secretary for Gender Equity, the Parliamentary Secretary for Anti-Racism Initiatives and the implementation of the *Declaration of the Rights of Indigenous Peoples Act*. Looking to Terrace, where an Indigenous Council member stepped down due to an unwelcoming and inequitable political system, it is apparent that work is also needed at the local government level.

Following the Province's lead, the RMOW can continuously take steps to create a government that is welcoming, safe, and attractive to people regardless of their background.

The Working Group on Responsible Conduct has noted that:

"Councils and Boards that welcome healthy debate, diverse ideas and conflicting views make better decisions. Different lived experiences and fresh perspectives can provide valuable insights, uncover opportunities and bring out solutions that hadn't previously been considered but are better for the community." (Forging the Path to Responsible Conduct in Your Local Government, April 2021)

Chapter two of "Forging the Path to Responsible Conduct in Your Local Government" is attached as Appendix H.

Given the importance of diverse perspectives at the Council table, it is necessary to create a safe and welcoming environment and strong codes of conduct can work to achieve this. By capturing a broader range of conduct, OPTION A allows complainants to bring complaints against disqualifiable conduct without having to overcome the often-insurmountable hurdles of bringing a CC challenge. OPTION A works to everyone's benefit, but also creates equity for those with diverse backgrounds. OPTION A signals to diverse members of the community and potential candidates that members of the RMOW Council will be held accountable to the highest ethical standards.

Related Policies

Elected Officials Oath of Office Bylaw

The current oath of office for RMOW Council members is the form of oath prescribed by the *Local Government Oath of Office Regulation*. The CC also permits, under section 120(2), a Council, by bylaw, to establish its own oath of office. The new "Elected Officials Oath of Office Bylaw, No. 2414, 2023" follows the form prescribed by the regulation, which includes a commitment to the province's prescribed principles, and adds a commitment to abide by the provisions of the New Code. A Council member will be disqualified from holding office for failure to make the oath of office; however, they will not be disqualified for breaching the oath of office. The new oath would take effect at the start of the next term.

Council Governance Manual

To reflect the introduction of the Code of Conduct Bylaw in place of the Existing Code, which is part of Council Governance Manual, staff propose deleting Appendix A: Code of Conduct and Conflict of Interest Guidelines for Councillors and adding in the following explanatory note: "All references to Appendix A: Code of Conduct and Conflict of Interest Guidelines for Councillors shall now be referred to 'Code of Conduct Bylaw No. 2397, 2023'".

Following Council's decision on which bylaw option is preferred, staff recommend further review of the Existing Code to ensure that the two documents complement each other as two separate tools in the RMOW's responsible conduct toolkit.

Council Remuneration Policy

Staff recommend an amendment to the Council Remuneration Policy to add an additional section speaking to the reduction of remuneration for breach of the New Code. The new section would require that if the investigator finds that a Council member breached the New Code, or submitted a complaint that was frivolous, vexatious, or made in bad faith, the Council member's remuneration will be reduced. The reduction will increase if the Council member has breached the New Code more than once. A 10

per cent reduction would be applied for the first breach, 15 per cent for the second, and 25 per cent for the third or subsequent breach. If a Council member breaches the New Code more than once within a year, there will be a cumulative reduction for any period of overlap. Remuneration will not be reduced if the Council member took all reasonable steps to prevent the breach, the breach was trivial or inadvertent, or if an error was made in good faith.

Respectful Workplace Administrative Procedure

Council approval is not required for amendments to administrative procedures. As such, staff will be making an amendment to Administrative Procedure F-13: Respectful Workplace to remove Council members from its scope of application. The result will be that all conduct matters concerning Council members will be administered under the New Code. This allows for a much clearer application of respectful conduct policies and helps to safeguard Council-staff relationships by keeping staff removed from the resolution of complaints involving Council members.

Council Procedure Bylaw

In line with best practices for procedure bylaws, staff will be introducing an amendment to the Council Procedure Bylaw to connect it to the New Code. The new subsection will note that while at a Council or Committee Meeting, Council Members will be expected to adhere to the standards set out in the New Code. Amendments to the Council Procedure Bylaw related to the New Code will follow in a subsequent staff report introducing a new Council Procedure Amendment Bylaw.

POLICY CONSIDERATIONS

Relevant Council Authority/Previous Decisions

Council Policies

- Appendix C: Code of Conduct and Conflict of Interest Guidelines for Councillors of *Council Policy A-21: Council Governance Manual* (Existing Code)
- *Council Policy A-21: Council Governance Manual*
- *Council Policy A-30: Council Remuneration Policy*

Administrative Procedure

- Administrative Procedure F-13: Respectful Workplace

Bylaw

- “Council Procedure Bylaw, No. 2207, 2018”

Previous Council Decisions and Report

- [April 3, 2023: Administrative Report No. 23-040](#), Code of Conduct Review
- Resolutions brought forward from previous Closed Council Meetings on the Code of Conduct (Appendix D)
 - Special Closed Meeting - May 30, 2023
 - Closed Council Meeting - June 20, 2023
 - Special Closed Council Meeting - June 27, 2023
 - Closed Council Meeting - July 18, 2023

Legislation

- CC
Code of Conduct: As added by *Bill 26 – 2021 Municipal Affairs Statutes Amendment Act (No. 2)*, 2021, section 113.1 of the CC requires a council to decide whether a code of conduct should be reviewed. This section also requires that, in making this decision, the council consider the prescribed principles. Additionally, section 113.2 states that should a council decide not to review an existing code of conduct, the council must reconsider that decision before January 1 of the year of the next general local election.
Oath of Office: Section 120(2) of the CC permits a council, by bylaw, to establish the oath or affirmation of office.
- *Principles for Codes of Conduct Regulation, BC Reg 136/2022*
Code of Conduct: Sets out the prescribed principles that must be considered by Councils when deciding whether to renew a code of conduct.
- *Local Government Oath of Office Regulation, BC Reg. 137/2022*
Oath of Office: This regulation prescribes the form of the RMOW's current oath of office for the purposes of section 120(3) of the CC.

2023-2026 Strategic Plan

The 2023-2026 Strategic Plan outlines the high-level direction of the RMOW to help shape community progress during this term of Council. The Strategic Plan contains four priority areas with various associated initiatives that support them. This section identifies how this report links to the Strategic Plan.

Strategic Priorities

☐ Housing

Expedite the delivery of and longer-term planning for employee housing

☐ Climate Action

Mobilize municipal resources toward the implementation of the Big Moves Climate Action Plan

☐ Community Engagement

Strive to connect locals to each other and to the RMOW

☐ Smart Tourism

Preserve and protect Whistler's unique culture, natural assets and infrastructure

☒ Not Applicable

Aligns with core municipal work that falls outside the strategic priorities but improves, maintains, updates and/or protects existing and essential community infrastructure or programs

Community Vision and Official Community Plan

The Official Community Plan (OCP) is the RMOW's most important guiding document that sets the community vision and long-term community direction. This section identifies how this report applies to the OCP.

This report moves the RMOW toward our Community Vision, particularly by valuing our relationships and working together as partners and community members. A New Code, one that is more in line with

best practices and the province's prescribed principles, will help the RMOW promote the following Community Vision Characteristics:

- **INCLUSIVE:** Residents and visitors of all ages, abilities and incomes are welcome, included, and share our love for nature, active recreation, human connections and innovation.
- **CONDUCT:** Everyone is treated with fairness, respect and care, and as a result we enjoy high levels of mutual trust and safety.
- **PARTICIPATION:** We are able to meaningfully participate in community decisions, collaborating to achieve our Community Vision.
- **PARTNERSHIPS:** We have established strong partnerships with the Squamish Nation, Líl'wat Nation, other levels of government and community stakeholders based on open dialogue, honesty, respect and collaboration, resulting in the achievement of mutual goals and shared benefits.

Bylaw OPTION A is a more robust bylaw and goes further toward achieving our Community Vision. It does so by increasing the accountability of Council members with respect to a broader range of conduct. A more accountable Council will promote and create space for a more inclusive Council, which can be more representative of the population it seeks to serve.

BUDGET CONSIDERATIONS

The costs associated with a complaint could range from \$10,000 to \$40,000 based on the complexity of the investigation. Staff do not expect that there would be more than one complaint submitted in the first year of the New Code's operation. It is anticipated that costs can be accommodated within the existing legislative services legal budget.

Costs associated with the necessary training on the New Code are estimated at \$2,000 per year and will be funded through the Council budget.

LÍL'WAT NATION & SQUAMISH NATION CONSIDERATIONS

The RMOW is committed to working with the Líl'wat People, known in their language as *L'il'wat7úl* and the Squamish People, known in their language as *Skwxwú7mesh* to: create an enduring relationship; establish collaborative processes for Crown land planning; achieve mutual objectives; and enable participation in Whistler's resort economy. This section identifies areas where RMOW activities intersect with these relationships.

The framework created under OPTION A will lead to a more accountable Council. Establishing an expectation that fellow Council members will be held accountable for a broader range of conduct matters will hopefully encourage participation on Council from a more diverse candidate pool, including representation from *L'il'wat7úl* and *Skwxwú7mesh*.

COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Comment(s):

Following adoption of the New Code, staff will work with the General Manager of Community Engagement and Cultural Services to ensure that the public is adequately informed of the New Code. With respect to all RMOW elections, the New Code will be included as part of the nomination package. This will ensure that all prospective candidates are informed of the standards and expectations of all Council members.

REFERENCES

Appendix A – Amended *Council Policy A-21: Council Governance Manual*
Appendix B – Amended *Council Policy A-30: Council Remuneration Policy*
Appendix C – Appendix A of the Code of Conduct and Conflict of Interest Guidelines for Councillors of *Council Policy A-21: Council Governance Manual* (Existing Code)
Appendix D – Closed Council Meeting Resolutions
Appendix E – Compare Document (Bylaw OPTION A & Bylaw OPTION B)
Appendix F – Excerpt Regarding Code of Conduct from 2021 UBCM Resolutions Book
Appendix G – Complaint Comparison Chart, Example Scenarios & Flow Diagrams
Appendix H – Chapter two from “Foraging the Path to Responsible Conduct in Your Local Government”

Bylaws (included in Council Package)

“Code of Conduct Bylaw No. 2397, 2023” (OPTION A)

“Code of Conduct Bylaw No. 2397, 2023” (OPTION B)

“Elected Officials Oath of Office Bylaw, No. 2414, 2023”

SUMMARY

Given legislative changes from the province, Council directed staff to review the RMOW’s Existing Code. Following thorough discussion with GAESC and Council, and consideration of the province’s prescribed principles, staff present two bylaw options for the New Code for Council’s consideration. Staff strongly support bylaw OPTION A, as it represents a New Code that is in line with the prescribed principles and best practices amongst other local governments and the Working Group on Responsible Conduct.

To ensure a cohesive and robust conduct toolkit at the RMOW, staff also propose the introduction of the “Elected Officials Oath of Office Bylaw No. 2414, 2023” and amendments to the Existing Code, the Council Remuneration Policy, and the Respectful Workplace Administrative Procedure. Amendments to the Council Procedure Bylaw will follow in a subsequent staff report.

SIGN-OFFS

Written by:

Brooke Vagelatos,
Special Legal Projects

Reviewed by:

Pauline Lysaght,
Manager of Legislative Services/Corporate
Officer

Virginia Cullen,
Chief Administrative Officer



**THE RESORT MUNICIPALITY OF WHISTLER
COUNCIL POLICY**

POLICY NUMBER:	A-21	DATE OF RESOLUTION:	JULY 4, 2005
NAME:	COUNCIL GOVERNANCE MANUAL	AMENDED:	

1.0 SCOPE OF POLICY

The goal of the Council Policy A-21 Council Governance Manual is to provide Council with a robust framework that outlines the requirements and sets the expectations for good governance of the RMOW. The Manual is to be used as an orientation guide for new Council members and then to serve as a resource over the course of their term.

2.0 RELATED DOCUMENTS

Council Governance Manual

Certified Correct:

P. Lysaght
Manager of Legislative Services/Corporate Officer

Contents

Introduction.....	4
Purpose of Guide.....	4
Manual Review and Update Schedule.....	54
Context of Municipal Government	5
What is Good Governance?	5
Legal and Strategic Framework	7
Legal Framework.....	7
Community Charter.....	7
Local Government Act	8
Resort Municipality of Whistler Act.....	8
Compliance.....	8
Strategic Framework	10
Community Vision	10
Official Community Plan.....	11
The Corporate Plan.....	11
Five Year Financial Plan	11
Community Monitoring and Reporting.....	12
Municipal Plans and Strategies.....	13
Summary	13
Council Roles and Responsibilities	14
Introduction.....	14
The Role of Council.....	14
Specific Duties and Responsibilities of Mayor and Council.....	16
To manage or supervise the management of the affairs of the RMOW.	19
Exercise of Council Powers	19
Council Decision-Making	19
The Role of the Mayor	20
Specific Duties and Responsibilities of the Mayor	20
The Role of Council Members	22
Specific Duties and Responsibilities of Individual Councillors.....	22
Meeting Attendance.....	23
Indemnification	23
Delegation of Authority	23
Delegation Limitations.....	24
Responsible Conduct Framework.....	25
Societal Norms	25
Foundational Principles of Responsible Conduct	26
Legislation	26

Conflict of Interest Legislation	26
Penalties and Failure to Address a Conflict of Interest	30
Court order to achieve quorum	30
Meeting Conduct.....	30
How to Declare a Conflict of Interest, Inside and Outside Influence, Contracts, and Gifts.....	31
Financial Disclosure Act.....	31
Oath of Office.....	32
Confidentiality	32
RMOW Policies and Bylaws	33
RMOW Council Procedure Bylaw	33
Code of Conduct.....	33
Council Orientation and Training	34
Council Orientation	34
Training.....	34
Governance Manual.....	35
Providing Advice	35
Dealing with Conduct Issues	35
Informal Resolution	36
Enforcement of the Code of Conduct.....	38
Importance of Fair Process	38
Confidentiality	38
Responsible Conduct Roles	39
The Best Interests of the RMOW and the Community.....	39
Good Faith	39
Cohesion and Teamwork.....	40
Council Development.....	41
Orientation for New Councillors	41
Council Training.....	41
Evaluation of Council	41
Council Remuneration	42
Committees of Council	43
Types of Committees.....	43
Standing Committees of Council.....	43
Select Committees of Council	44
Committee Regulations	44
Committee Meetings.....	44
Committee Appointments	44
Outside Agency Appointments	44
Subsidiary Boards	44

Stakeholder and Community Engagement.....	45
Required Engagement.....	45
RMOW Policies and Guidance	45
Community Engagement Policy	46
Channels for Engagement.....	46
Council Engagement Channels	46
Guiding Principles and Policies for Constituency Relations.....	47
Introduction	47
Relationships with Constituents and Stakeholders	47
Council Communications Policy.....	47
External Communications	47
Public Representation.....	47
Partnerships.....	47
Council Guidelines and Accountabilities	49
Council Relationship with Staff	49
Chief Administrative Officer	49
The Performance Evaluation for the CAO.....	50
Council Relations with Management and Staff	51
Guidelines for Council in Its Relationship with Management	52
Governance Do's and Don'ts	60
Risk Management.....	63
Risk Philosophy	63
Appendixes	64
Appendix A: Code of Conduct and Conflict of Interest Guidelines for Councillors.....	64
Appendix B: Terms of Reference for the Audit and Finance Standing Committee.....	74
Appendix C: Terms of Reference for the Human Resources Standing Committee	78
Appendix D: Council Evaluation Questionnaire	80
Appendix E: Terms of Reference for the CAO.....	83
Appendix F: Characteristics of a High Performance/High Value Council.....	87

Explanatory Note:

All references to Appendix A: Code of Conduct and Conflict of Interest Guidelines for Councillors (Code of Conduct) shall now be referred to “Code of Conduct Bylaw No. 2397, 2023”.

Introduction

The Resort Municipality of Whistler (RMOW) is committed in principal and practice to good governance. The *2022 Council Governance Manual* (Manual) builds on the previous *Council Governance Manual* written in 2005. The Government and Ethics Standing Committee of Council (the Committee) provided oversight of the Manual update. The Committee purpose is to provide a focus on governance and ethics that will enhance the performance and effectiveness of Council while maintaining the highest standard of public trust and confidence. The Committee [Terms of Reference](#) (TOR) states that the Committee is responsible for ensuring that the Manual is current, relevant, and well understood by Council.

Purpose of Guide

The goal of the Manual is to provide Council with a robust framework that outlines the requirements and sets the expectations for good governance of the RMOW. The Manual is to be used as an orientation guide for new Council members and then to serve as a resource over the course of their term.

By reading this Manual, the reader should understand:

- The purpose of the Manual
- The principles of good governance and the importance of adhering to these principles
- The Legal and Strategic Framework the RMOW operates within as a local government and how this guides Council decision and policy making
- The roles and responsibilities of Mayor and Council including the authority Council has to make decisions and the considerations and limitations that must be taken into account when making a decision
- The meaning and importance of responsible conduct of Council members, the legislation and tools in place to prevent conduct issues (including the *Code of Conduct and Conflict of Interest Guidelines for Councillors* (Code of Conduct)), and the levers to enforce on poor conduct
- The components of Council development and training (including remuneration)
- The purpose and structure of Committees of Council and their role in making recommendations to Council on specific issues or topics
- How the community and relevant stakeholders are engaged in the decisions and actions of Council, and the legislation and RMOW policies and tools that guide community engagement
- The relationship and interactions between Council and staff, including the relationship with the Chief Administrative Officer (CAO)

Manual Review and Update Schedule

As per the Committee [TOR](#), the Committee is responsible for oversight and updating of the *Manual*, including oversight of the Code of Conduct, as follows:

- i. Ensuring that the *Manual* is current, applicable and actively in-use within the RMOW, making recommendations for potential revisions when required;
- ii. Monitoring compliance with, and periodically reviewing, the Code of Conduct; and
- iii. Assisting Councillors in interpreting and implementing the Code of Conduct.

The Manual will be treated as a living document. Each year, if required, the Committee will review and update the Manual to ensure that it remains a relevant and effective tool and can adapt as new legislation or considerations arise. Recommendations for policy or guideline updates or changes will be provided to the Committee for consideration. Manual updates will be approved by the Committee and taken to Council with a recommendation to endorse the changes.

Context of Municipal Government

A municipality is a corporation representing the residents of its area¹. From a legal perspective, the RMOW is a corporate body, limited to the powers granted to them by the provincial government. As per the *Community Charter*, the purposes of a municipality include²:

- providing for good government of its community,
- providing for services, laws and other matters for community benefit,
- providing for stewardship of the public assets of its community, and
- fostering the economic, social and environmental well-being of its community.

Council is the governing body of the RMOW and is required by the *Community Charter* to consider the well-being and interests of the RMOW and its community when making decisions. Within this document, when stating the *RMOW*, the document is referring to the corporate body or corporation. When stating *community*, the document is referring to the residents and stakeholders, within, and with direct interests in, the geographic area of the Whistler.

What is Good Governance?

Municipal governments have a responsibility to be well governed and to demonstrate this to residents and stakeholders who trust them to make decisions that directly affect their lives and businesses. The term “good governance” includes³:

- Providing for the stewardship of a community’s public assets;
- Providing services, laws, and other matters for community benefit; and
- Adhering to the principles of good governance

Good governance encourages the efficient use of resources, strengthens accountability for

¹ *Community Charter*, Part 2, 6 (1)

² *Community Charter* Part 2, 7

³ “Responsible Conduct of Local Government Elected Officials Working Group on Responsible Conduct Policy Report”, August 2017, [Response Conduct LGPaper 2017.pdf](#) (accessed June 02, 2022).

the stewardship of those resources, improves management and service delivery, and thereby contributes to improving people's lives. The principles below form the core of good governance for the RMOW:

- **Responsible Conduct.** The RMOW believes in and requires responsible conduct of Council including -- integrity, accountability, respect, and leadership and collaboration.⁴
- **Transparent.** The RMOW is forthcoming with information to the public about actions taken and decisions made (while adhering to relevant legislation). Whenever possible, Council discussion and debate is held in open meetings.
- **Collaborative.** The RMOW engages openly and comprehensively with residents and other stakeholders. People and organizations have the opportunity to participate in the decision making process for decisions that impact them. The RMOW is responsive to public needs and concerns.⁵
- **Effective and Efficient.** The RMOW implements decisions and follows processes that produce quality public outputs and that make the best use of the available people, resources and time to ensure the best possible results for the community
- **Forward Thinking.** The RMOW is forward thinking and ensures its policies, decisions, and actions are consistent with well thought out strategic plans and objectives.
- **Equity and Inclusiveness.** The RMOW aims to ensure that all members of the community have a stake in the process and do not feel excluded from the mainstream of society. This requires all groups, but particularly the most vulnerable, to have opportunities to improve or maintain their wellbeing.
- **Improvement Mindset.** The RMOW monitors progress and identifies deficiencies or shortcomings in the way they are governed so they can be addressed.
- **Roles and Responsibilities.** The RMOW ensures that clear roles and responsibilities exist and are understood for Council, staff, Committees, external organizations, other levels of government, and the public.

⁴ "Foundational Principles of Responsible Conduct for BC's Local Governments", January 2018, [foundational_principles_responsible_conduct.pdf \(gov.bc.ca\)](#), (accessed May 23, 2022).

⁵ C. Richard Tindal, Susan Nobes Tindal, "Guide to Good Municipal Governance", pg. 2, 2018.

Legal and Strategic Framework

This section outlines the legal and strategic framework for good governance of the RMOW and how the specific legislative requirements and strategic plans guide the decisions of the RMOW.

At the end of this section the reader will understand:

- The legislation that Council must adhere to ensure that decisions made by Council are consistent with all relevant legislation and are within the powers of Council; and
- The strategic plans that guide Council decision making and policy to ensure decisions made by Council are connected with the community's vision and strategic priorities.

Legal Framework

The RMOW operates within a defined statutory framework laid out by the provincial government and other laws; this means that Council must remain within the boundaries of all relevant legislation when making a decision. The Municipality can only exercise powers that have been devolved to them by the Province through legislation and must meet all provincial statutory requirements. It is the duty of elected officials to understand and abide by all legal requirements that apply to elected officials and local governments.⁶

The powers and responsibilities of all municipalities in British Columbia are regulated through the *Community Charter* and the *Local Government Act*. They define the core authority of local governments and guide decision-making. Whistler is also granted additional unique provisions defined by the *Resort Municipality of Whistler Act (1975)*. These three laws are described further in the sections below.

Community Charter

The *Community Charter* provides the statutory framework for the RMOW and sets out its core areas of authority, including:

- Broad powers (for example, municipal services, public health regulation and entering into agreements)
- Property taxation
- Financial management
- Procedures (for example, adopting bylaws)
- Bylaw enforcement

The *Community Charter's* broad powers include fundamental municipal powers:

- Corporate ("natural person") powers
- Service powers
- Regulatory powers
- Specific powers (for example, expropriation)

⁶ "Foundational Principles of Responsible Conduct for BC's Local Governments", January 2018, [foundational_principles_responsible_conduct.pdf \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/gov/governments/local_govts/foundational_principles_responsible_conduct.pdf), (accessed May 23, 2022).

To balance the broad powers provided to local governments, the *Community Charter* contains accountability and public participation provisions, such as:

- Elector approval processes
- Annual municipal reporting
- Ethical conduct rules for elected officials

The *Community Charter* also addresses municipal-provincial relations, with principles, consultation requirements and dispute resolution processes.

Link to: [Community Charter](#)

Local Government Act

The *Local Government Act* is the primary legislation for regional districts and improvement districts (as they are not governed by the *Community Charter*), setting out the framework for structure and operations, as well as the main powers and responsibilities. Certain provisions of the *Local Government Act* also apply to municipalities for matters not covered by the *Community Charter* (for example, municipal tax sales).

The *Local Government Act* also covers important authorities for both municipalities and regional districts, such as planning and land use powers and statutory requirements for administering elections. Other key election rules, such as campaign financing rules that apply to local elections and assent voting are set out in the *Local Elections Campaign Financing Act* and regulations.

Link to: [Local Government Act](#), [Local Elections Campaign Financing Act](#)

Resort Municipality of Whistler Act

Whistler is classified by the Province as a resort community. This means that Whistler is afforded additional powers and responsibilities – such as greater control over form and character of development and the ability to levy development cost charges to subsidize resort employee housing. According to section 14.1 of the *Resort Municipality of Whistler Act*, the purpose of defining Whistler as a resort municipality is to “to promote, facilitate and encourage the development, maintenance and operation of the resort land.” With this resort designation there are some additional provincial requirements. One example is that the RMOW is required by the *Resort Municipality of Whistler Act* to have an Official Community Plan.

Link to: [Resort Municipality of Whistler Act](#)

Compliance

Much of the legal framework the RMOW is governed by provincial law. A key component of good governance is making sure that decisions made by the RMOW are consistent with all relevant provincial legislation or other law and are within the powers of Council so that they can make robust and lasting decisions. Understanding and adhering to legislation minimizes the risk that decisions made by Council are unlawful and subject to legal

challenge. Council members are expected to be sufficiently familiar with any legislation and bylaws that apply to their position as members of Council and to recognize potential liabilities, seeking legal advice where appropriate.

The courts also play a significant role in the responsible conduct framework as judges are responsible for making final decisions about legal matters that relate to responsible conduct issues. Some examples include a dispute between two elected officials resulting in a defamation lawsuit; a prosecution against an elected official for divulging personal information contrary to the *Freedom of Information and Protection of Privacy Act*; and a judicial review of a local government's failure to comply with closed meeting rules.

Strategic Framework

An effective Council is one that is accountable and plans ahead. The decisions of Council are driven by the strategic framework of the RMOW. The strategic framework sets out the community's vision and strategic priorities; it allows the RMOW to envision and create its preferred future rather than wait and have to deal with whatever the future presents. The strategic framework helps Council allocate resources to achieve goals. The RMOW must respond to unlimited demands with limited resources⁷ and needs to consider the big picture and address major issues facing the community and avoid focusing only on day-to-day and shorter term issues.⁸ Having a clear vision and priorities ensures that scarce resources – including the time and energy of Council and municipal staff – are allocated accordingly. There are four main plans that make up the strategic framework for the RMOW – the Community Vision, the Official Community Plan (OCP), the Corporate Plan, and the Five Year Financial Plan (Budget) (together the Strategic Framework). All are summarized in this section.

Community Vision

The Community Vision for Whistler articulates the high level aspirations for the resort community, describing what the community collectively seeks to achieve now and over Whistler's long-term future. The Community Vision helps guide the RMOW's actions and strategic planning over time. It helps capture what is unique about the community, and what people most want to preserve and enhance. The Community Vision is at the forefront of every decision that Council makes.

Whistler: A place where our community thrives, nature is protected and guests are inspired.

- Our resort community thrives on mountain culture and the nature that surrounds us.
- We protect the land – the forests, the lakes and the rivers, and all that they sustain.
- We enjoy a high quality of life in balance with our prosperous tourism economy.
- We seek opportunities for innovation and renewal.
- We recognize the value of our history and the foundations of our resort community.
- We honour those who came before us and respect those who will come after us.
- We move forward with the Líl'wat Nation and Squamish Nation and reconcile with the past.
- We value our relationships and work together as partners and community members.

The Community Vision is included within the Official Community Plan (OCP) to reinforce the important role of the OCP in pursuing the vision, and to better integrate the vision with supporting municipal policies. The current vision and OCP were updated and updated through an extensive process with the community, and have been in place since 2020.

⁷ C. Richard Tindal, Susan Nobes Tindal, "Guide to Good Municipal Governance", pg. 5, 2018.

⁸ Ibid, pg. 1.

Official Community Plan

The OCP is the RMOW's most important guiding document that sets long-term community direction. The OCP defines the strategies, actions, and policies required to achieve the Community Vision and move the community in the desired direction.

The OCP is a statutory policy document adopted by bylaw that guides the actions of the RMOW. All bylaws enacted or works undertaken by Council after adoption of the OCP must be consistent with this OCP. *Official Community Plan Bylaw No. 2199, 2018* was adopted by RMOW Council on June 23, 2020.

Municipalities in British Columbia are given the authority to adopt an OCP under the *Local Government Act*. Additionally, Whistler is required to have an OCP under the *Resort Municipality of Whistler Act*. As required in the *Local Government Act*, this plan addresses land use, infrastructure, housing, natural hazards, greenhouse gas (GHG) emissions targets, preservation of environmentally sensitive areas, and aggregate (sand and gravel) resources; and contains a regional context statement. The OCP also addresses social and environmental issues and site-specific development controls in the form of development permit area designations and guidelines—content that the *Local Government Act* indicates municipalities may include in an OCP. Further, the OCP has been extensively updated to recognize and integrate the interests of our Lil'wat Nation and Squamish Nation partners in Whistler's future, in a way that recognizes reconciliation and seeks to achieve our common values and mutual best interests, including the Squamish Nations' and Lilwat Nations' economic development interests.

Link to: [Whistler's Vision and OCP | Resort Municipality of Whistler](#)

The Corporate Plan

Organizations achieve their visions through executing a strategic plan. To enable Council and municipal staff to stay focused on the future, the RMOW has a strategic plan – titled the RMOW Corporate Plan – that establishes a clear strategic direction for the RMOW for the period of the Corporate Plan. While the OCP focuses more on land use and development, the Corporate Plan articulates the collective high level priorities identified by Council for their term and provides direction to the RMOW through strategies and actions. The Corporate Plan also contains the previous year's Annual Report and a summary of the current [Five-Year Financial Plan](#). The Annual Report uses indicator reporting to track the progress in different areas.

The Corporate Plan is linked heavily to the Five Year Financial Plan ensuring resources are allocated in support of stated priorities, and that the strategies and actions in the Corporate Plan can be implemented.

Five Year Financial Plan

In accordance with the *Local Government Act* and the *Community Charter*, the RMOW must annually adopt a Five Year Financial Plan (Budget). The Budget outlines how the RMOW will allocate its available resources to achieve Council's priorities while continuing to deliver services and maintain assets. Once written, Council reviews, deliberates on, and

approves the Budget. To meet provincial statutory requirements, at a minimum, the Budget must include:

- The current fiscal year and the next four fiscal years (five-year plan)
- Proposed expenditures (operating, capital, interest and principal payment on debt), funding sources (for example, taxes, fees, grants, new borrowing and debenture debt), and transfers to and from reserve funds and surplus
- Objectives and policies for the fiscal year regarding distribution of funding sources, the distribution of property taxes amongst various property classes, and the use of any permissive tax exemptions

The RMOW cannot budget for a deficit (planned expenditures and transfers to funds cannot exceed planned revenues, transfers from funds, and other cash contributions). However, if actual expenditures and net transfers from the previous year exceed that year's revenues and contributions, the resulting deficiency must be carried forward to the current year's financial plan as an expenditure. The RMOW must adopt their financial plan before they adopt the annual tax rate bylaws (which must be adopted before May 15 each year).

Reviewing and approving the budget is an important practice of good governance. The Budget is a tool that ensures Council and staff are focused on the same priorities, that resources are being allocated to advance Council priorities, and that the RMOW is making the best use of resources to ensure the best possible results for the community. As the RMOW completes budgeted activities they make progress toward achieving the Corporate Plan and the Community Vision.

Council is responsible for decisions, performance and achievements of agreed outcomes in the RMOW. It will set goals and targets as part of the Budget process and will monitor and evaluate progress towards these goals.

Link to: [Budget](#)

Community Monitoring and Reporting

Since 1993, the RMOW has been monitoring and reporting on key indicators related to Whistler's social, economic and environmental performance, and Whistler's progress toward (or away from) the Community Vision, allowing the RMOW and community to build on successful programs, and to correct its course when necessary.

This program benefits the RMOW and the community through the following:

- Informing action planning for the RMOW and community stakeholders;
- Informing decision-making throughout the community;
- Ensuring transparency and accountability to community stakeholders; and
- Engaging Whistler businesses, residents and visitors by providing meaningful information to help illustrate connections between policy, actions and community health and ultimately to make progress toward our Community Vision.

The monitoring and reporting results for 90 indicators include data from various

organizations including Tourism Whistler, Statistics Canada, Whistler [Community Life Surveys](#), local utility providers, as well as municipal surveys such as the Whistler Community Life Survey, and internal data compiled from RMOW departments.

Key indicators were chosen through extensive community engagement, and each represents an important variable to help understand how Whistler is growing, changing and evolving over time

A selection of these indicators have been identified as Corporate Performance Indicators for the RMOW specifically. While these indicators represent the collective progress of all community stakeholders, and while municipal staff do not have exclusive control or responsibility for them, the municipality is a key contributor toward these outcomes. These indicators provide meaningful targets to define the RMOW's aspirations and inform our actions

The full list of indicators, performance data and more information about the monitoring program, visit whistler.ca/getdata. The RMOW also produces a summary of results in its [Annual Report](#).

[Municipal Plans and Strategies](#)

The RMOW has various plans and strategies that were developed to guide specific areas of business such as housing, climate action or transportation. The purpose and intent is often to provide structure and vision for the responsible management of various municipal resources and to attain and fulfill core priorities as well as to provide guidance for the implementation, evaluation and reporting of initiatives. The strategies and plans change over time as they depend on the focus on Council and the community at the time.

[Summary](#)

As a summary, the Community Vision, OCP, Corporate Plan, and Budget make up the RMOW's Strategic Framework. At the highest level there is the Community Vision – where we hope to be in the future. The OCP outlines how we will achieve the Community Vision from a land use and policy perspective and the Corporate Plan outlines the current focus of staff and Council. The Budget allocates resources to achieving all of the above. The CM Program tracks the RMOW's progress towards their goals.

Council Roles and Responsibilities

Introduction

Good governance is not possible without a clear definition of the roles and responsibilities of Mayor and Council.

At the end of this section the reader will understand:

- The role of Council as a collective and how they make decisions
- How Council exercises their powers
- Roles and responsibilities of Mayor and Council collectively and individually
- The importance of cohesion, teamwork, and embracing diverse ideas and conflicting views
- The factors that guide council decision making

The Role of Council

The role of Council is to provide leadership and to make policy. Members of council are responsible for the overall direction of the RMOW through their role as policy makers. Policies set by Council are guidelines for staff to follow as it handles daily operations of the RMOW. As per the *Community Charter*, Council is the governing body. Every council member has the following responsibilities:

- to consider the well-being and interests of the RMOW and its community;
- to contribute to the development and evaluation of the policies and programs of the RMOW respecting its services and other activities;
- to participate in council meetings, committee meetings and meetings of other bodies to which the member is appointed;
- to carry out other duties assigned by Council;
- to carry out other duties assigned under the *Community Charter* or any other Act.

Day-to-day Council operations include:

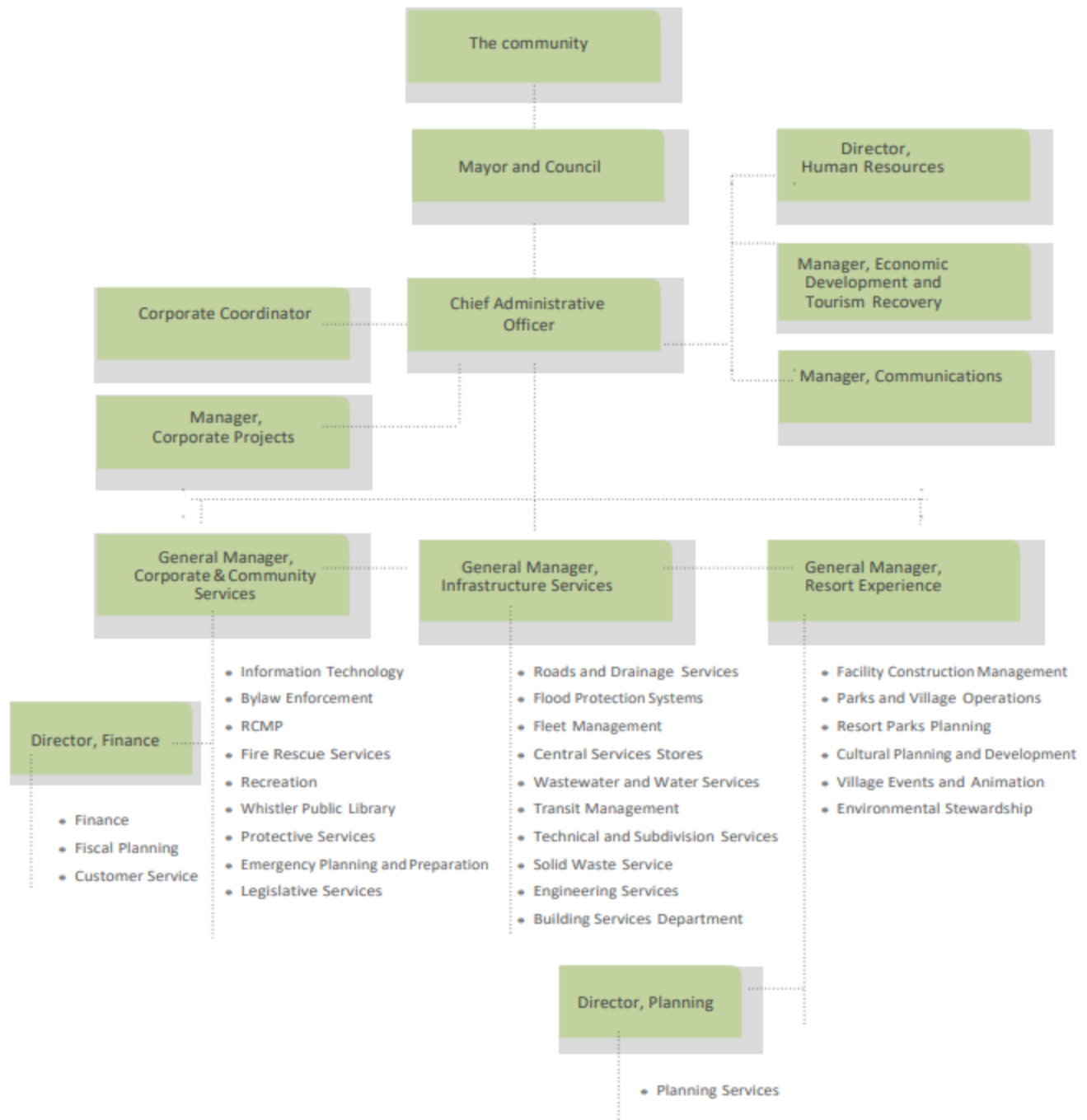
- setting strategic direction;
- adopting the RMOW's Budget;
- broadly allocating resources to services, capital projects, programs and other priorities;
- representing citizens;
- engaging with the community; and,
- making policies and adopting bylaws

Council members collectively make decisions about what services the RMOW will provide to its residents, how services will be provided, and at what level. Council relies on the support, advice and assistance of staff during the decision-making process. Once decided, staff are responsible for implementing the decisions. Because the RMOW is a corporation of the residents of its area, the residents select Council through a democratic election. A general local election for the mayor and all council members is held every four years. An election must be held in the year 2022 and in every fourth year after that. Mayor and Council serve

four-year terms.⁹ Even though new members may join, Council is a continuing body, notwithstanding changes in membership through the election process. Council is supported by municipal staff (officers and employees). While Council sets the policy direction for the RMOW, municipal staff implement that direction. The RMOW has a Chief Administrative Officer (CAO) that manages the organization's operations and serves as the primary point of contact between Council and staff. It takes a large organizational structure and a wide variety of employees to run programs, provide services and to implement the policies and decisions made by Council.

⁹ *Community Charter*, Part 4, 81 (1)

The following chart represents the organizational structure of the Resort Municipality of Whistler:



Specific Duties and Responsibilities of Mayor and Council

Management and Human Resources

Council has responsibility for:

- i. The appointment and replacement of the Chief Administrative Officer (CAO); monitoring of the CAO's performance; approval of CAO's compensation; and provision of advice and counsel to the CAO in the execution of the CAO's duties;
- ii. Approving terms of reference for the CAO;
- iii. Reviewing the performance of the CAO, at least annually, against agreed upon written objectives;
- iv. Ensuring that succession plans are in place, including programs to train and develop management; and
- v. Approving certain matters relating to all employees, including:
 - a. The annual salary policy/program for employees; and
 - b. Benefit programs or material changes to existing benefit programs.

Planning and Strategy

Council is a strategic body and has a responsibility to:

- i. Participate, with management, in the development of, and ultimately approve the strategic plan, vision, and priorities of the RMOW;
- ii. Participate, with management, in the development of, and ultimately approve the Corporate Plan; and
- iii. Approve the BudgetFive-Year Financial Plan which supports the Corporate Plan.

Financial and Legal Matters

Council has the responsibility to:

- i. Evaluate and assess information provided by management and others (e.g. external auditors) about the effectiveness of internal control and management information systems;
- ii. Review progress in respect to the achievement of the priorities established in the annual operating and capital budgets;
- iii. Approve annual financial statements and the release thereof by management;
- iv. Approve contracts, leases, and other arrangements or commitments that may have a material impact on the RMOW;
- v. Approve banking resolutions and significant changes in banking relationships;
- vi. Review coverage, deductibles, and key issues regarding RMOW insurance policies;
- vii. Approve the commencement or settlement of litigation that may have material impact on the RMOW;
- viii. Approve the appointment of external auditors; and
- ix. Approve the borrowing of money.

Risk Management

Council has the responsibility to:

- i. Ensure management identifies the principal risks of the RMOW's business and implements appropriate systems to manage these risks; and
- ii. Receive, at least annually, reports from management and/or committees on matters relating to, among others, ethical conduct, environmental management, and related party transactions.

Establishing Policy

Council is a policy making body and has the responsibility to:

- i. Approve, and monitor compliance with, all significant policies by which the RMOW is operated; and
- ii. Direct management to ensure that the RMOW operates at all times within the applicable laws and regulations and to the highest ethical and moral standards.
- iii. As a policy making body Council recognizes that the development and implementation of administrative plans to achieve Council policies and priorities are the primary concern of management.

Compliance Reporting and Corporate Communications

Council has the responsibility to:

- i. Ensure that the financial results are reported fairly and in accordance with generally accepted accounting principles;
- ii. Ensure the financial performance of the RMOW is adequately reported to the public, any security holders, and regulators on a timely and regular basis;
- iii. Ensure the timely reporting of any other developments that have a significant and material impact on the RMOW;
- iv. Ensure the RMOW has in place a policy to enable effective communication with the public;
- v. Direct the preparation of an annual report, including performance measurement reporting and other information required by the *Community Charter*, and
- vi. Hold an annual general meeting.

Relationships with Key Stakeholders

Council has a responsibility to:

- i. Establish and sustain relationships with key stakeholders, including but not limited to Squamish Nation, Lílwat Nation, Tourism Whistler, Chamber of Commerce, Vail Resorts, corridor municipalities, and School District No. 48 and 93; and
- ii. Generate partnership agreements to clarify roles and responsibilities.

General Legal Obligations of Council

- A. Council is responsible for directing management to ensure that legal requirements have been met, and that documents and records have been properly prepared, approved and maintained.
- B. Council approves bylaws for application within the RMOW.
- C. British Columbia law and the *Community Charter* identify the following as legal requirements for Council:
 - i. To act honestly and in good faith with a view to the best interests of the Corporation;
 - ii. To exercise the care, skill, and diligence of a reasonably prudent person in comparable circumstances; and

To manage or supervise the management of the affairs of the RMOW.

Exercise of Council Powers

Council members have an equal voice at the council table – every council member has one vote – and a majority vote is required to make a council decision. Council may only make decisions by bylaw or resolution passed at a regular or special meeting when a quorum of Council is present. Individual members of Council cannot make a valid and binding commitment on behalf of Council.

Bylaws are laws that formalize rules made by Council. Bylaws may be used for a variety of different purposes, including establishing meeting procedures, regulating services, prohibiting an activity, or requiring certain actions. The RMOW may also exercise some statutory authority through resolution, which is a formal record of decision by Council. In some cases, provincial legislation requires that a power be exercised by bylaw only; in other circumstances Council may have a choice to pass something either as a bylaw or a resolution. Individual members of Council cannot make a valid and binding commitment on behalf of Council. All such actions must be made as a collective judgment by a quorum at a properly constituted Council meeting. Council may not grant special privileges or immunities to individuals or corporations unless the *Community Charter* or the *Resort Municipality of Whistler Act* specifically provide for those powers.

Council Decision-Making

Council is empowered to address the existing and future needs of their community by making collective decisions. The council role is to think through each and every issue and determine where it wants to take the community.

There are many factors that influence decision making including:

- Vertical relationships – municipal government receives its legal authority and existence from the Province.
- Horizontal relationships – with other local governing bodies in the area – other municipality, regional districts, various agencies, boards, and commissions
- Views and values of local residents and ratepayers
- Views, values, and personal agendas of individual members of council
- The expertise and advice (views, values, and personal agendas) of municipal staff
- The community vision and Official Community Plan
- The strategic priorities of the municipality
- The particular operating procedures and practices that are followed
- The traditions and culture of the municipality¹⁰

Embrace Diverse Ideas and Conflicting Views

RMOW decisions and decision-making processes are open to an appropriate level of scrutiny and Council discussion and debate take place in an open forum when possible. RMOW welcomes healthy debate, diverse ideas and conflicting views as these lead to better decisions. Different lived experiences and fresh perspectives can provide valuable insights, uncover opportunities and bring out solutions that hadn't previously been considered but are

¹⁰ C. Richard Tindal, Susan Nobes Tindal, "Guide to Good Municipal Governance", pg. 3, 2018.

better for the community.

Supporting Decisions

Decisions made by Council should generate an atmosphere of confidence and a basis for action. For this to result, it is vital that decisions, once made, be accepted and supported. Communication, including an explanation of the process used in arriving at a decision, is critical to the acceptance of and support for decisions. Council members should feel free and confident to voice their views throughout the period prior to the decision. Once the vote has been taken, however, the decision is that of Council, acting as a whole, on behalf and in the best interests of the RMOW and the community. Council members must respect the decision, even when they did not vote in favour.

The Role of the Mayor¹¹

The Mayor is the head and Chief Executive Officer of a municipality. The Mayor has all the responsibilities of a councillor plus a number of additional responsibilities. Under the *Community Charter* the Mayor must:

- Provide leadership to Council including by recommending bylaws, resolutions and other measures that may assist in the peace, order and good governance of the RMOW
- Reflect the will of Council and carry out other duties on behalf of council, such as attending ceremonies and meetings of other bodies
- Communicate information to Council, for example from the CAO or from meetings with other bodies
- Chair Council meetings, including overseeing their conduct, maintaining order and knowing the rules of governing meetings
- Establish standing committees and appoint people to those committees
- Provide, on behalf of Council, general direction to municipal officers about implementation of municipal policies, programs and other council directions
- Suspend municipal officers and employees if the Mayor believes this is necessary, subject to confirmation by Council under section 151 of the *Community Charter*

Specific Duties and Responsibilities of the Mayor

The Mayor is the head and Chief Executive Officer of the RMOW. In addition to the responsibilities as a member of Council, the Mayor has the following responsibilities:

A. The Public

- i. Preside at public meetings;
- ii. Be one of the primary spokespersons for the RMOW and the community, ensuring that the will of Council is reflected;
- iii. In conjunction with the CAO, ensure that Council and management are appropriately represented at official functions and meetings with

¹¹ "Mayors & Councillors", [Mayor and councillors - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/gov/governance/mayors_councillors), (accessed June 13, 2022).

- stakeholder groups and members of the public; and
- iv. Undertake public service activities, as requested by Council and the CAO, in connection with the RMOW's communication objectives.

B. Council

- i. Establish standing committees and appoint persons to those committees and if necessary remove persons;
- ii. Recommend the appointment of Council members to various commissions, committees and stakeholder organizations;
- iii. Maintain a close effective liaison with the CAO to facilitate the efficient conduct of Council related activities;
- iv. Ensure the timeliness of actions set by Council and ensure that the Council's fiduciary responsibilities are fulfilled;
- v. Attend committee meetings as appropriate and ensure the committee's functions and responsibilities are fulfilled;
- vi. Together with the CAO, keep abreast of evolving governance practices and recommend for consideration of Council any changes in practices, policies, bylaws or administration support which might enhance the performance of the Council or otherwise be in the best interests of the RMOW and/or the community;
- vii. Ensure Council and committee meetings are conducted in an efficient, effective and focused manner, and ensure the Council is performing effectively overall;
- viii. Provide leadership to the Council, including recommending bylaws, resolutions and other measures that assist the peace, order and good government of the RMOW and assist the Council in reviewing and monitoring the strategy, policy and direction of the RMOW and the achievement of its objectives;
- ix. Maintain a liaison and communication with all Councillors and Committee Chairs to co-ordinate input from Councillors, and optimize the effectiveness of the Council and its Committees;
- x. Provide Council with regular briefings regarding appointments to, and the progress of, various committees;
- xi. As necessary and appropriate, communicate with individual Councillors and the CAO between meetings;
- xii. Review and assess Councillor attendance at meetings and address any concerns with the Councillor in question;
- xiii. In collaboration with the CAO, ensure information requested by Councillors or committees is provided and meets their needs;
- xiv. In conjunction with the Chair of Committees of Council, review and assess the meeting attendance and performance of Committee members; and
- xv. Help ensure that Council performs at a strategic level.

C. Management

- i. Guide Council in monitoring and evaluating the performance of the CAO, ensuring the accountability of the CAO;
- ii. Provide advice to the CAO on major policy issues and new strategic initiatives;
- iii. Act as the principal sounding board, counsellor and confidante for the CAO, including helping to review strategies, define issues, maintain accountability, and build relationships;
- iv. Work with the CAO to ensure effective relations with Councillors, stakeholders and the public;
- v. Ensure that the CAO is made aware of any issues or concerns held by individual Councillors or by the Council collectively;
- vi. Work closely with the CAO to ensure that management strategies, plans and performance are appropriately presented to Council; and
- vii. Suspend municipal officers and employees in accordance with the Community Charter.

The Role of Council Members

Under the *Community Charter* a municipal councillor must:

- Consider the well-being and interests of the RMOW and its community
- Contribute to the development and evaluation of municipal policies and programs respecting its services and other activities
- Participate in council and committee meetings and contribute to decision making
- Carry out other duties as assigned by the council, such as heading committees
- Follow the rules in legislation, bylaws and council policies that establish any additional duties and set how council members exercise their authority

Specific Duties and Responsibilities of Individual Councillors

Councillors, in exercising their powers and meeting their obligations, have the following duties and responsibilities:

A. Council Activity

As a member of Council, each Councillor will:

- i. Exercise good judgment;
- ii. Use his/her ability, experience, and influence constructively;
- iii. Respect confidentiality and in particular not disclose to the public confidential Council or RMOW information or documents;
- iv. Whenever possible, advise the Mayor and the CAO in advance of introducing significant and previously unknown information at a Council meeting;
- v. As necessary and appropriate, communicate with the Mayor and CAO between meetings;
- vi. Be available as a resource to the Mayor, CAO, and Council;
- vii. Demonstrate a willingness and availability for individual consultation with the Mayor or the CAO; and
- viii. Ensure that his or her personal contact information is current and

distributed.

B. Preparation and Attendance

To enhance the effectiveness of Council and Committee meetings, each Councillor will:

- i. Prepare for each Council and committee meeting by reading the reports and background materials provided for the meeting;
- ii. Attend every meeting, participate and vote; and
- iii. Ensure there is adequate information necessary for decision-making.

C. Committee Work

In order to assist Council Committees in being effective and productive, a Councillor will:

- i. Participate on committees when appointed and become knowledgeable about the purpose and goals of the committee; and
- ii. Understand the process of committee work, and the role of management and staff supporting the committee.

Meeting Attendance¹²

Meeting participation is one of council members' statutory responsibilities under the *Community Charter*. Council members are expected to attend every meeting, participate and vote. If a council member is absent from four consecutively scheduled regular meetings or for 60 days, whichever is longer, they are disqualified from holding office—unless the absence is due to illness or injury, or the person has permission from the Council to be absent. Final decisions about disqualification and removal from office are made by the Supreme Court, on application by the local government or by 10 or more electors of the jurisdiction.

Indemnification

Members of Council are covered under “[Municipal Officials Indemnification Bylaw No. 1960, 2011](#)”. The Bylaw indemnifies Council members against claims for damages arising out of the performance of their duties and in addition, pay the actual costs incurred in a court proceeding arising out of the claim. There are some exceptions to this indemnity such as knowingly misappropriating funds.

Delegation of Authority¹³

Council can delegate its powers, duties and functions to a Council member, a Council Committee, an officer or employee, or to another body established by Council. Delegation allows the delegated person or body to conduct detailed and focused consideration of the operation or administration of a service or function. Delegation also allows Council to focus on the broader and longer-term needs of the RMO, for example, service policies. Successfully

¹² “Meeting Attendance”, Local government council and board procedures. [Local government council and board procedures - Province of British Columbia](#), (accessed September 26, 2022).

¹³ “Municipal Delegation of Powers or Duties,” [Municipal delegation of powers or duties - Province of British Columbia \(gov.bc.ca\)](#), (accessed July 13, 2022).

delegating its powers, can enable Council to focus and streamline its agenda and staff can be empowered and assigned more routine responsibilities of councils.

Delegation Limitations¹⁴

The broad authority to delegate is balanced with accountability to the public by having specific limitations on delegation and, in certain cases, reconsideration mechanisms for those decisions made by a delegated person or body.

There are specific limitations under the *Community Charter* on the delegation of power because it is Council that is directly accountable to the public for its decisions. Certain decision-making authority cannot be delegated such as a power or duty:

- That can only be exercised by bylaw
- Established by legislation that the council:
 - Gives its approval or consent to,
 - Makes recommendations on, or
 - Accepts an action, decision or other matter (for example, municipal council can consent to participate in a regional district service, but cannot delegate making the decision to participate as it is a power established in the *Local Government Act*)
- Established by an enactment, for example, by statute or by bylaw, that Council hear an appeal or reconsider an action, decision or other matter
- To appoint or suspend a municipal officer, except where Council has delegated that authority to the chief administrative officer
- To terminate the appointment of a municipal officer

Additionally, a power to impose a remedial action requirement under the *Community Charter* or the making of a bylaw cannot be delegated.

The *Local Government Act* also limits municipal delegation. For example, a council cannot delegate the authority to issue a development variance permit.

Link to: [Local Government Act, Part 6, Division 7 - Delegation of Board Authority](#)

Link to: [Community Charter, Part 5, Division 6 - Delegation](#)

¹⁴ Ibid

Responsible Conduct Framework

A robust responsible conduct framework for council members is important to ensure the RMOW can effectively provide for the good governance of the community. Responsible conduct refers to how members of Council conduct themselves in their relationships with other Council members, staff and the public. Responsible conduct builds and inspires public trust and confidence in local government and local government decision-making. Alternatively, poor conduct erodes public trust and in turn good governance.

This section will cover the main components that support responsible conduct of Council members including societal norms and foundational principles, legislative requirements, RMOW policies and bylaws including the Code of Conduct, orientation and training, informal resolution, and enforcement. Together, these components help prevent conduct issues from occurring and provide policy levers that can be engaged when preventative measures fail and poor conduct occurs.

At the end of this section the reader will understand:

- How societal norms and foundational principles provide the basis for how Council members fulfill their individual and collective roles and how they interact with each other, with staff and with the public
- The legislative requirements of responsible conduct relating to Conflict of Interest guidelines
- The RMOW policies and bylaws that can be used to support responsible conduct, including the Code of Conduct
- Council orientation and training as it relates to preventing poor conduct
- Informal resolution and enforcement of conduct issues

Societal Norms¹⁵

The set of unwritten rules, or norms, that typically provide a foundation for how Council members conduct themselves with their colleagues, with staff, and with the public are important in helping the RMOW provide good governance to the community. These norms may sometimes be seen as the shared understanding of how things should be done that fills the space between the written rules and guides day-to-day behaviour. These norms include:

- conduct of Council members is grounded in respect and honesty;
- the public (or collective) interest is more important than personal interests;
- Council members take into account the implications of options and various perspectives when making decisions for their community;
- council discourse, public discussions and other aspects of democratic processes are carried out civilly and respectfully; and
- the differing roles and responsibilities of Council and staff are clearly understood by all participants.

¹⁵ “Responsible Conduct of Local Government Elected Officials Working Group on Responsible Conduct Consultation Paper”, March 2017, [ResponsibleConduct Consult Paper March302017.pdf \(multiscreensite.com\)](#) (accessed June 02, 2022).

Foundational Principles of Responsible Conduct¹⁶

There are four foundational principles that guide the conduct of elected officials in BC-- integrity, accountability, respect, and leadership & collaboration.¹⁷ The foundational principles provide a basis for how council members fulfill their individual and collective roles and how they interact with each other, with staff and with the public.¹⁸ A high-level definition of each foundational principle, along with a general description of the type of conduct that upholds each principle, is provided below. These four principles can be used as a guide for council members against which to assess their own conduct.¹⁹

1. **Integrity** – means being honest and demonstrating strong ethical principles. Conduct under this principle upholds the public interest, is truthful and honourable.
2. **Respect** – means having due regard for others’ perspectives, wishes and rights; it also means displaying deference to the offices of local government, and the role of local government in community decision making. Conduct under this principle is demonstrated when a member fosters an environment of trust by demonstrating due regard for the perspectives, wishes and rights of others and an understanding of the role of the local government.
3. **Accountability** – means an obligation and willingness to accept responsibility or to account for one’s actions. Conduct under this principle is demonstrated when council members, individually and collectively, accept responsibility for their actions and decisions.
4. **Leadership and Collaboration** – means an ability to lead, listen to, and positively influence others; it also means coming together to create or meet a common goal through collective efforts. Conduct under this principle is demonstrated when a council member encourages individuals to work together in pursuit of collective objectives by leading, listening to, and positively influencing others.

Additional information: [Foundational Principles of Responsible Conduct for BC Local Governments](#)

Legislation

Many components of good conduct are set out in provincial law; most in the [Community Charter](#).

Conflict of Interest Legislation

Council members are bound by the Conflict of Interest provisions set out in the [Community Charter](#). If Council members participate in making a decision as part of their role on Council and they are aware (or ought to reasonably be aware) that this would give them an opportunity to further their private interests (or to improperly further the private interests of another person), there is a conflict of interest. A Council member cannot, whether before, during or after a Council meeting, attempt in any way to influence the discussion or voting on any matter before Council in which they have a conflict of interest. What this means

¹⁶ “Foundational Principles of Responsible Conduct for BC’s Local Governments”, January 2018, [foundational_principles_responsible_conduct.pdf \(gov.bc.ca\)](#), (accessed May 23, 2022).

¹⁷ Ibid

¹⁸ Ibid

¹⁹ Ibid

practically, is that if a Council members believes that they are in conflict on a particular matter, they should declare the conflict as soon as reasonable possible and excuse themselves from any discussion or deliberation on that matter. They should leave the Council Chambers in these cases and not discuss the matter with any other member of Council. Addressing conflicts of interest appropriately is about being ethical, which is essential to good governance²⁰.

Types of Conflicts of Interest – Pecuniary and Non-pecuniary²¹

There are two types of conflict of interest - pecuniary (financial) and non-pecuniary. A pecuniary conflict is one in which the Council member has a direct or indirect financial interest (either to gain or lose financially). A non-pecuniary conflict is one in which the council member, or a family member or close personal contact, stands to realize a personal benefit from a favourable decision on the matter but represents no personal financial gain for the Council member. As non-pecuniary conflicts can be more nuanced – a Council member has a non-pecuniary conflict of interest if the following qualifications are met:

- The council members interest in the matter is immediate and distinct from the public interest
- It can be reasonably determined that council members private interest in the matter will influence their vote on the matter
- The council members, or a family member or close personal contact, stands to realize a personal benefit from a favourable decision on the matter

The key consideration is whether a reasonable person would conclude that a private interest or personal benefit could influence or affect the decision making and be in conflict with the council member's public duties. Examples of non-pecuniary interests would commonly arise out of family or personal relationships or involvement in sporting, social, religious or other cultural groups or associations.

Real, Potential, and Perceived Conflict of Interest

In addition to types of conflict of interest, there are also forms which include real, potential and perceived. A real conflict of interest involves a direct conflict between the council member's official current duties and responsibilities and existing private interests. A potential conflict of interest arises where a council member has private interests that could conflict with their official duties in the future. A perceived conflict of interest can exist where it could be perceived, or appears, that a council member's private interests could improperly influence the performance of their duties – whether or not this is in fact the case.²²

²⁰ "Conflicts of Interest: Municipal Council Members." Ombudsman Saskatchewan, [OMB-Conflict-of-Interest-Brochure.pdf \(ombudsman.sk.ca\)](https://ombudsman.sk.ca/OMB-Conflict-of-Interest-Brochure.pdf), (accessed June 13, 2022).

²¹ "Ethical standards for locally elected officials," [Ethical standards for locally elected officials - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/speical/ethics/ethical_standards_for_locally_elected_officials.pdf), (accessed June 13, 2022).

²² "Report of the Commission of Inquiry into the Facts of Allegations of Conflict of Interest Concerning the Honourable Sinclair M. Stevens," 1987, Canada Privy Council, pages 29, 32.

*Inside Influence*²³

Section 102 of the [Community Charter](#) prohibits a council member from using their office to attempt to influence a decision of the RMOW if that council member has a direct or indirect pecuniary interest in the matter.

Link to: [Community Charter, Section 102 - Restrictions on inside influence](#)

*Outside influence*²⁴

The [Community Charter](#) prohibits a council member who has a direct or indirect pecuniary interest in a matter from using their office to attempt to influence a decision of any other person or body.

Link to: [Community Charter, Section 103 - Restrictions on outside influence](#)

*Exceptions from conflict restrictions*²⁵

The *Community Charter* provides some exceptions to the restrictions on conflict of interest and inside and outside influence, such as:

- A council member's pecuniary interest is an interest in common with the electors of the jurisdiction
- A council member's pecuniary interest, related to a local service, is in common with other persons who are or would be liable for the local service tax
- A matter under consideration relates to the remuneration, expenses or benefits payable to council members in their capacity as members of that elected body
- The pecuniary interest is so remote or insignificant that it cannot reasonably be viewed as likely to influence the council member
- A council member has a legal right to be heard in respect of a matter or to make representations to the elected body, in which case the official may appoint a representative to exercise that right
- The pecuniary interest or conflict is allowed through a regulation

Link to: [Community Charter, Section 104 - Exceptions from conflict restrictions](#)

Conflict of Interest Exceptions Regulation²⁶

The *Conflict of Interest Exceptions Regulation* allows council members to be appointed by their local government to serve on certain society or corporate boards, without risk of disqualification based on financial conflict of interest simply because of their appointment. Appointments to society and corporate boards must be made by the RMOW. When those

²³ "Ethical standards for locally elected officials," [Ethical standards for locally elected officials - Province of British Columbia \(gov.bc.ca\)](#), (accessed June 13, 2022).

²⁴ Ibid

²⁵ "Ethical standards for locally elected officials," [Ethical standards for locally elected officials - Province of British Columbia \(gov.bc.ca\)](#), (accessed June 13, 2022).

²⁶ Ibid

representatives are officially appointed by their local governments, they will not be in a pecuniary conflict of interest simply because of their appointment when discussing and voting on matters concerning the society or corporation at meetings of the local government.

Link to: [Conflict of Interest Exceptions Regulation](#)

Gifts²⁷

Council members will sometimes receive gifts. It can sometimes be sensitive and difficult for Council members to determine what to do with gifts. The *Community Charter* states that a council member may only accept a gift or personal benefit (items or services of value that are received by Council members for their personal use) received as an incident of protocol or social obligations that normally accompany the responsibilities of elected office. Council members must not otherwise directly or indirectly accept a fee, gift or personal benefit that is connected with the member's performance of the duties of office. Council members are required to disclose gifts or benefits received and accepted where the value exceeds \$250 in a 12 month period. Failure to comply can result in a conflict of interest violation.

Link to: [Community Charter, Section 105 - Restrictions on accepting gifts](#)

Contracts²⁸

Section 107 of the [Community Charter](#) requires public disclosure of any contract in which a council member, or a person who was a council member within the previous six months, has a direct or indirect pecuniary interest. This requirement applies to contracts between the RMOW and a current or former council member, as well as to contracts between the RMOW and persons or companies with whom the council member is connected. It could also include contracts where the council member's spouse or other close relative is the party that contracts with the RMOW. Along with materiality, Council will need to be aware of public perception about any business relationship between themselves and the organization they represent or represented. Current and former council members should apply a practical approach to disclosing contracts. Current or former council are required to advise the Corporate Officer as soon as reasonably practicable of any such contracts. When in doubt, err on the side of disclosure.

Link to: [Community Charter, Section 107 - Disclosure of contracts with council members and former council members](#)

Use of Insider Information²⁹

Section 108 of the *Community Charter* restricts existing or former council members from using information that was obtained during the official's time in office, which is not available to the general public, to gain or further a direct or indirect pecuniary interest. As the legislation does not specify a time limit for this restriction, the restriction applies indefinitely, or until the information is available to the general public.

²⁷ Ibid

²⁸ Ethical standards for locally elected officials. [Link](#)

²⁹ Ibid. [Link](#)

Link to: [Community Charter, Section 108 - Restrictions on use of insider information](#)

Penalties and Failure to Address a Conflict of Interest³⁰

The *Community Charter, Local Government Act* and related legislation provide direction around consequences for conflicts of interest, inside influence, outside influence, gifts, contracts and insider information. A council member who contravenes the ethical standards provisions in the *Community Charter* may be disqualified from holding public office and may have to forfeit and financial gain that resulted. Electors or the local government may apply to the Supreme Court for a declaration of disqualification and for an order to forfeit financial gain. Section 108 of the *Community Charter* sets out that a council member who is disqualified cannot run until the next general local election if the Supreme Court of B.C. finds them in contravention of these rules setting ethical standards. The judicial system (the courts) plays a significant role as judges are responsible for making final decisions about legal matters that relate to responsible conduct.³¹

Additional information on Conflict of Interest can be found in:

- [Community Charter, Section 108.1 – Disqualification from office for convening conflict rules](#)

Court order to achieve quorum³²

There may be instances when more than one council member is required to declare a pecuniary or non-pecuniary conflict of interest. The removal of several council members may result in a loss of quorum and the inability to make decisions. Quorum is the number of council members required to be present in order for a council or board to do business. Legislation specifies that quorum is achieved when there is a majority of council members.

In such cases, the RMOW may wish to consider applying to the Supreme Court of B.C. for an order. Under section 129 of the *Community Charter*, the Supreme Court may order that all or specified locally elected officials may discuss and vote on the matter, despite their conflict of interest, and set any conditions it considers appropriate on the participation of the elected officials.

Link to: [Community Charter, section 129 - Quorum for conducting business](#)

Meeting Conduct

While most conduct pertaining to council and committee meetings are governed by RMOW Bylaws (covered in next section) Section 133 of the *Community Charter* provides a provision to expel someone acting improperly from a meeting. While rarely used, this can be a powerful tool to help contain conduct issues that arise during a meeting.

³⁰ Ibid. [Link](#)

³¹ [Responsible conduct of locally elected officials - Province of British Columbia \(gov.bc.ca\)](#)

³² "Ethical standards for locally elected officials," [Ethical standards for locally elected officials - Province of British Columbia \(gov.bc.ca\)](#), (accessed June 13, 2022).

How to Declare a Conflict of Interest, Inside and Outside Influence, Contracts, and Gifts

As part of the role, council members must recognize when they are in contravention of the legislation governing Conflict of Interest. If a council member finds themselves in a situation where they may be in contravention, or if someone suggests that they are in a conflict, it is their personal responsibility to declare the conflict. Section B of the [Code of Conduct and Conflict of Interest Guidelines for Councillors](#) (page ~~66~~65) outlines how Council members will declare a conflict of interest, contract, or gift.

Financial Disclosure Act

As per the [Financial Disclosure Act](#), all elected local government officials, must complete a Financial Disclosure Statement disclosing assets, debts, and sources of income. The purpose of this is to identify what areas of influence and possible financial benefit an elected official might have by virtue of their office, and to ensure the public has reasonable access to the information.

*Obtaining Legal Advice*³³

If a council member is unsure if they have a conflict of interest, they may wish to seek legal advice. The RMOW will provide an individual Councillor with access to independent legal advice. There is no legislated requirement for council members to obtain legal advice on the question of a conflict of interest prior to making a declaration. However, where the question of conflict is not clear, it may be in the public interest for the RMOW to seek legal advice on a specific matter.

Under section 100 of the *Community Charter*, a council member is able to withdraw a declaration of conflict of interest if they have obtained legal advice on the question of conflict and have determined that they are entitled to participate in the matter at issue.

Additional information on Conflict of Interest can be found in:

Link to: [Community Charter, Section 100 - Disclosure of conflict](#)

*Alternate Enforcement Approaches*³⁴

Specific federal or provincial laws provide specific accountability or enforcement processes for certain conduct matters, for example:

- Incidents and complaints regarding bullying and harassment of an employee and/or other conduct that affects employees: Local governments are responsible for the safety of their employees at work. If a complaint relates to matters covered by legislated provisions to address workplace bullying and harassment, the complaint must be dealt with in accordance with the [Workers Compensation Act](#) and Occupational Health and Safety policies established by WorkSafeBC. There may also be other laws, local government policies or employment arrangements that will govern how to respond when an employee indicates they have been subjected to unsafe

³³ Ibid

³⁴ "Responsible Conduct of Local Government Elected Officials Working Group on Responsible Conduct Policy Report", August 2017, [Response Conduct LGPaper 2017.pdf](#) (accessed June 02, 2022).

working conditions or inappropriate behaviour.

- Prosecution of an offence: Some contraventions of legal requirements are offences which may, at the discretion of the provincial Crown Counsel, be prosecuted in court, and convictions may result in fines and/or imprisonment (e.g., unauthorized disclosure of personal information under the *Freedom of Information and Protection of Privacy Act*, and unauthorized disclosure of certain confidential information under the *Community Charter, Local Government Act* and related statutes).
- This list is not exhaustive. There are numerous other federal or provincial laws that provide enforcement processes (e.g., Court-based prosecutions under the Criminal Code of Canada for contravention of laws related to libel or slander; Human Rights Tribunal determination of discrimination complaints under the BC Human Rights Code).

Oath of Office³⁵

Once elected to council, each council member must complete an oath (or solemn affirmation) of office. If a council member fails to complete their oath of office within a specified period of time, they can be disqualified from holding office.

Link to: [Community Charter, Section 120 \(1\) – Disqualification from office for convening conflict rules](#)

Confidentiality

As stated in the *Community Charter*, a Council member or former council member must, unless specifically authorized otherwise by council:

- keep in confidence any record held in confidence by the municipality, until the record is released to the public as lawfully authorized or required, and
- keep in confidence information considered in any part of a council meeting or council committee meeting that was lawfully closed to the public, until the council or committee discusses the information at a meeting that is open to the public or releases the information to the public.

If the RMOW suffers loss or damage because a person contravenes these rules and the contravention was not inadvertent, the RMOW may recover damages from the person for the loss or damage.

Link to: [Community Charter, Section 117 \(1\) – Confidentiality](#)

³⁵ “Mayors & Councillors”, [Mayor and councillors - Province of British Columbia \(gov.bc.ca\)](#), (accessed June 13, 2022).

RMOW Policies and Bylaws

The RMOW has adopted a number of policy and procedural tools that can be used to support responsible conduct, including such things the RMOW Council Procedure Bylaw (including Roberts Rules of Order), the Code of Conduct Council orientation and training, informal resolution, and enforcement.

RMOW Council Procedure Bylaw³⁶

Section 124 of the *Community Charter* requires that municipal councils establish procedures for council meetings. “Council Procedure Bylaw No. 2207, 2018” includes rules for how meetings are conducted, how decisions are made and recorded, how participants (including the public) are involved in meetings, and how other meeting matters, such as meeting schedules and notice requirements are handled. When used effectively the procedure bylaw provides for efficient meetings and transparent decision-making. The Council Procedure Bylaw helps Council proactively set a positive tone for meetings and allows Council and staff to encourage a collaborative approach that fosters respectful conduct and open debate at meetings. Understanding meeting processes and procedural rules enables Council members to know what is expected and to act accordingly. The Council Procedure Bylaw applies to council meetings and Committees of Council.

Link to: [Council Procedure Bylaw](#)

Roberts Rules of Order

Roberts Rules of Order is a meeting protocol for conducting meetings and making group decisions in an orderly fashion; and is another tool used to promote responsible conduct. As per the “Council Procedure Bylaw No. 2207, 2018” Robert’s Rules of Order apply to Council meetings and Committees where applicable and outline the order in which to conduct business (for example, call to order, roll call, reading of minutes) and the way to introduce a motion to the table and to put the motion to a vote. Using these rules encourages all Council members to use the same language and participate in deliberation and debate in the same manner, which helps to keep meetings orderly and efficient. Robert’s Rules of Order are different from the procedure bylaw because these rules are not legislated but rather commonly agreed upon rules and customs for deliberation and debate.

Code of Conduct

A Code of Conduct is an important tool for promoting responsible conduct and one that demonstrates Council’s commitment to good governance.³⁷ A Code of Conduct is a written document that sets shared expectations for how Council members should conduct themselves while carrying out their responsibilities, and in their work as a collective decision-making body for their community.³⁸ It spells out the standards Council feels are important to be commonly understood by all members and clarifies conduct expectation. The RMOW

³⁶ “Procedure Bylaw for B.C.’s Local Governments,” December 2020, [Procedure Bylaw Guide: For B.C.’s Local Governments](#), (accessed May 03, 2022).

³⁷ “Model Code of Conduct Getting Started on a Code of Conduct for Your Council/Board,” April 2021, [MODEL COC_Aug2018_FINAL_enforcement.pdf \(ubcm.ca\)](#), (accessed July 15, 2022).

³⁸ “Companion Guide: Getting Started on a Code of Conduct for Your Council/Board,” April 2021, [Comp Guide_Aug2018_FINAL_updates.pdf \(ubcm.ca\)](#), (accessed July 15, 2022).

adopted the Code of Conduct in 2005 and is provided in [Appendix A — Code of Conduct and Conflict of Interest Guidelines for Councillors](#) on page [6463](#).

The RMOW has designated the Corporate Officer and the Chair of the Governance and Ethics Committee to be responsible for the administration and monitoring of the guidelines as well as providing training and guidance to Council members. Details on reporting an Alleged Breach of the Guidelines can be found in Section D of the *Code of Conduct*

Council Orientation and Training

It is important for the RMOW to provide training to Council members around expectations when it comes to responsible conduct. Building a clear understanding about conduct rules and expectations early in a term – including those that are legislated (e.g., conflict of interest) and those that are established through the Code of Conduct – can be a key factor in Council members meeting these expectations. When expectations are clear, conduct issues can be avoided, reducing the need for enforcement of the Code of Conduct. The goal is to shape an organizational culture of trust and respect, where participants work effectively together and councils govern well.

Council Orientation

At the beginning of each term, Council is provided an in-depth orientation. Part of the Council training at the beginning of the term will cover Responsible Conduct. More information in regards to the council onboarding and orientation is found in section [Orientation for New Councillors](#) on page [4138](#).

Training

Leadership development can play a significant role in maintaining responsible conduct and good governance.³⁹ Additionally, trust and respect can be improved through understanding one's role and how it fits with the roles of others, building cultural humility. Similarly, skill development in areas like effective communication, chairing a meeting, dispute resolution, and strategic thinking can support both good governance and responsible conduct. Leadership and skill development should be a priority for Council members.

Training opportunities for Council that relate to leadership:

- Participate in the [Local Government Leadership Academy's Annual Forum](#), which enables council members to learn formally from speakers, and informally through networking with colleagues from around the province.
- Scenario-based training where participants work through difficult situations or areas of conflict and practice skills to effectively deal with them;
- Training to increase understanding of the history and experiences of people who make up the community and avoid stereotypes and discrimination;
- Confidential coaching or mentoring for individual members of the Council; or
- Pre-election candidate orientation, so individuals considering running for office know what they're getting into (see [Candidate 101 presentations](#)).
- Consider developing a process to involve your Council or Board in determining their

³⁹ "Foundational Principles of Responsible Conduct for BC's Local Governments", January 2018, [foundational_principles_responsible_conduct.pdf \(gov.bc.ca\)](#), (accessed May 23, 2022).

leadership and skills development priorities.

- Consider fairness training or coaching for all Council members to raise awareness of the need for fair process in everything they do. This can lead to fewer conduct issues in the first place, and support informal resolution discussions if issues do arise, potentially avoiding the need for all parties to default to legal positions in the early stages of those discussions.
- Keep in mind... there may be stereotypes, faulty assumptions or misinformation behind some conduct issues; what equity training, education or other actions will be needed to support prevention?⁴⁰

More information in regards to the council onboarding and orientation is found in section Council Training on page [4138](#).

Governance Manual

This Manual is an important part of preventing conduct issues as it clearly outlines the expectations for Council. Council and staff are encouraged to refer to the Manual when conduct questions arise.

Providing Advice

In addition, compliance can be improved and conduct issues avoided if the RMOW provides Council members with trusted advice in response to their concerns about how they can comply with conduct rules. It is important that Council members feel comfortable seeking advice on how to comply with conduct rules or when they are unsure or uncertain as to the preferred course of action. Councillors can seek advice from the CAO or the Corporate Officer.

Dealing with Conduct Issues

Poor conduct can take many forms. Examples of poor conduct include, but are not limited to:

- Disputes among Council members
- Inappropriate behaviour towards staff
- Questionable behaviour at council or committee meetings or in interactions with the public
- Conflict of interest violations
- Alleged breaches of procedures or rules during meetings or the duty to respect confidentiality

Even subtle actions can become pervasive, escalate over time, erode relationships and impair the ability of the local government to fulfill its most basic responsibilities to make collective decisions in the interests of the community.⁴¹ Ideally conduct issues can be managed through adhering to legislation and RMOW policies and bylaws (including the Code of Conduct), council orientation and training, and general good governance measures; but not always. When poor conduct takes place, or a complaint is brought forward, there two

⁴⁰ "Companion Guide: Getting Started on a Code of Conduct for Your Council/Board," April 2021, [Comp_Guide_Aug2018_FINAL_updates.pdf \(ubcm.ca\)](#), (accessed July 15, 2022).

⁴¹ "Foundational Principles of Responsible Conduct for BC's Local Governments", January 2018, [foundational_principles_responsible_conduct.pdf \(gov.bc.ca\)](#), (accessed May 23, 2022).

approaches available – informal resolution and enforcement.

Informal Resolution

Informal approaches are aimed at resolving conduct issues, through productive discussion toward mutually satisfactory solutions. “Conduct is often about relationships, and with the collective governance model of local governments, good working relations are critical to good governance. Informal resolution can help to maintain relationships⁴².” Informal resolution can lead to better outcomes than enforcement processes because informal resolution tends to be:

- More effective in finding solutions that are satisfactory to all parties;
- Quicker, leaving less time for the problematic conduct to remain unchecked and less time for relationships to erode further;
- Less divisive since parties are brought together to work towards solutions that work for all, helping to rebuild trust and repair relationships (whereas in enforcement processes, parties oppose each other to prove or disprove a contravention); and
- Less legalistic, cumbersome and complex, which can also mean they are considerably less costly.
- Given these advantages, in most circumstances the RMOW will pursue informal approaches to the fullest extent possible to see if they can resolve the conduct issues.

“It’s worth putting a lot of effort into prevention and informal resolution of conduct issues. There are enforcement processes if that doesn’t work, but in practice, local governments are finding more success with informal methods.”⁴³

Informal resolution can take the form of council check-ins, reminders, one-on-one conversations, and mediated conversations.

Check-ins

As Council progresses through their term it may be beneficial to host check-ins about how to work together more effectively. Check-ins can be helpful if specific issues arise or if Council is finding that interpersonal dynamics are regularly getting in the way of making decisions. Check-ins can be a proactive way to identify and address areas of concern, including conduct, conflict, or collective ‘blind-spots’ that get in the way of effective discussion and decision-making. This can help to build trusting relationships as well as identify policy or procedural changes to overcome systemic barriers, and/or learning topics that could support both.

When negative conflict or conduct issues are present, these check-ins can help to clear the air, de-escalate unproductive conflict, improve communication, and help the Council refocus on improving working relationships and removing barriers to its effectiveness.

Possible questions for a check-in:

- What enhancements could be made to our policies or procedures to avoid conduct issues?
- Do we have specific issues that seem to be evolving that should be a priority (e.g., release of confidential information)?

⁴² “Forging the Path to Responsible Conduct in Your Local Government, Link [here](#)

⁴³ “Foundational Principles of Responsible Conduct for BC’s Local Governments”, January 2018, [foundational_principles_responsible_conduct.pdf \(gov.bc.ca\)](#), (accessed May 23, 2022).

- What can we put in place that would resolve these issues (e.g., does everyone understand their legal obligations, are there changes to our information-sharing practices that could help, and is this something the Council should discuss in a check-in)?
- What kinds of things are causing tension at the Council table (e.g., whether something discussed in a closed meeting should have been in an open meeting; whether or not a member is in a conflict of interest in a particular matter; lack of respect because of such things as different political views, backgrounds, experience, age, gender identity or sexual orientation)?
- Would training help?
- Is additional information needed, either generally or on a case-by-case basis?

Reminders

Some conduct issues can be dealt with on the spot through strong leadership. If procedural or code of conduct incidents occur in a meeting, the mayor can remind a council member of their obligation to comply in real time. Alternately, Councillors can raise a point of order in relation to the conduct.

Conversations

All council members are accountable for their conduct and the vast majority are responsible, but lapses do occur. When this takes place, Council members may consider sitting down with the individual impacted by their conduct if they are willing. It's a good opportunity to clear the air, to make an apology if that's in order. This can help to defuse the situation, understand other points of view, discover common ground and jointly problem solve ways to work better together. It is important to avoid accusations, so it may be prudent to prepare for the conversation by considering how best to share perspectives and find mutual interests, and by thinking about what might be needed to set things right. Depending on how wide the impact, consider whether to have this conversation with the full Council or just those involved. Who is involved in these conversations, and how the process unfolds, will depend on the situation and in part, who is willing and able to work through the issues.

Mediated Conversations

Sometimes council members aren't able to resolve the issues themselves and having a facilitator can help. Choosing the right person depends on the situation.

Typical choices include:

- The Mayor or the Acting Mayor;
- An official who provides advice or support in relation to conduct; or
- An independent third party with experience in dispute resolution. The choice will depend on the nature and significance of the conduct issue, who has the needed skills, and whether all parties see the facilitator as neutral.

Many local governments avoid involving the CAO or other staff in a Council conflict in this way so that staff are not seen as "taking sides," which may cause considerable damage to council and staff relations.

Enforcement of the Code of Conduct

Enforcement processes are aimed at determining whether there was a conduct contravention, and deciding on sanctions if a contravention is found. Enforcement of the Code of Conduct should be considered a last resort option, as the process can be lengthy, expensive, can erode public trust, and deteriorate relationships. In general, enforcement processes are reserved for occasions when informal resolution efforts are not successful and when other laws, policies, or employment arrangements do not govern how to respond or are not applicable to the contravention. The RMOW will want to consider all applicable legislation and policies before initiating a Code of Conduct enforcement process. Code of conduct enforcement does not replace other enforcement approaches that may be available or required.

Importance of Fair Process

A key factor in enforcement is ensuring a high standard of fairness throughout the process. The RMOW is obligated to ensure its decision processes are fair. Ways to ensure the process is fair include:

- The person affected by a decision is able to participate in the process before the decision is made (e.g., is notified of allegations, findings and recommendations and provided all documents and information that will be relied on by decision-makers, is provided with an opportunity to respond and sufficient time to prepare, and is given an opportunity to be represented by legal counsel at the appropriate stage);
- The decision-makers are open-minded (i.e., they have neither a conflict of interest nor a predetermined bias); and
- The decision is based on relevant evidence and, where applicable, the justification for the decision is given to the person(s) affected by it.

In order to remove the perception of bias, improve fairness, and enhance public trust in the process, investigations are most often assigned to an independent third party.

Confidentiality⁴⁴

The *Community Charter* and *Local Government Act* provide rules around what must be dealt with in open meetings, and what may or must be dealt with in closed meetings. The *Freedom of Information and Protection of Privacy Act* provide rights of access to certain records, as well as a requirement to protect personal information. The RMOW will need to ensure compliance with these laws as it implements its enforcement process. Within these legislated parameters, there may be some discretion for the RMOW to make choices about whether to conduct some parts of the enforcement process in open or not. Where there is sufficient discretion, the RMOW may wish to consider where confidentiality is needed to support a fair process, where transparency is needed to enhance public confidence in the process, and how to balance these two objectives in each step of the process and overall. For example, to protect the privacy of the individuals involved and ensure investigations are free from bias, most local governments maintain confidentiality throughout the complaint and investigation processes (e.g., notifying only those involved and requiring them to maintain confidentiality). Once the investigation is complete, and if it finds there was a contravention, the balance can

⁴⁴ "Forging the Path to Responsible Conduct in Your Local Government," April, 2021, [Forging the Path to Responsible Conduct.pdf \(ubcm.ca\)](#), (accessed June 23, 2022).

sometimes shift towards transparency by providing for consideration of, and decisions on, investigators' reports and sanctions in an open Council meeting. This is typically because the legislation requires this (i.e., the subject matter does not meet the criteria for discussion in a closed meeting) and/or the RMOW considers the public interest is best served by making these decisions transparently.

Responsible Conduct Roles

Everyone has a role to play in responsible conduct and good governance⁴⁵.

- Every council member is accountable for their own conduct and must make sure they are always acting ethically and responsibly.
- The mayor provides leadership and can lead by example, maintain order at meetings and propose policy changes, but they cannot, on their own, ensure the Council operates as it should.
- All Council members influence how the collective works, and in the interest of serving their community, all can take steps to work effectively together, including speaking up when problems arise.
- Staff provide professional advice to the Council and carry out its decisions in an effective, efficient and non-partisan manner. The relationship between elected and staff officials is intertwined, so it is vital for both to understand and respect one another's roles. Developing effective lines of communication, and trustful, respectful relationships between elected and staff official's supports good governance, even under challenging circumstances. The CAO is your one employee and your ally to help elected officials be successful.

A council decision is the decision of the RMOW. All council members must respect the decision, even when they did not vote in favour.

The Best Interests of the RMOW and the Community

Mayor and Council must act within the best interest of the RMOW and the community. This includes acting in good faith and with a standard of care and working as a team.

Good Faith

Councillors, in exercising their powers and performing their duties, must act honestly and in good faith with a view to the best interests of the RMOW and the community. The key elements of the standard of behaviour are that a Councillor:

- Must act honestly and in the best interests of the RMOW and not in his or her self-interest or the interest of his or her family or private business;
- Must not act in the best interest of some special interest group, constituency, or any particular member of the public if such action would be contrary to the best interests of the RMOW or act as a director or officer of such a group while sitting and considering or voting on a Council matter;
- Not take advantage personally of opportunities that come before him/her in the course of performing his/her Council duties;
- Must disclose to the RMOW any personal or private interests which he/she holds that may conflict with the interests of the RMOW;

⁴⁵ Ibid

- Must not disclose matters which are considered the confidential business affairs of the RMOW, subject to prior authorization by Council; and
- Must not use his or her office for personal gain.

Cohesion and Teamwork

Recognizing that cohesiveness of Council and teamwork with management are important elements in Council effectiveness, each Councillor will:

- Work toward ensuring cohesion and teamwork among Councillors and management with the aim of developing an authentic working partnership with the CAO and municipal management, acknowledging each other's mutually dependent, but differentiated roles;
- Establish an effective, independent, and respected presence and a collegial relationship with other Councillors and management; and
- Be a positive force with a demonstrated interest in the long-term success of the RMOW.

Council Development

To ensure Council is performing effectively in the overall interests of the RMOW and the community, the RMOW will invest in Council orientation and training, will provide Council with an opportunity to evaluate their effectiveness, and provide council remuneration.

At the end of this section the reader will understand:

- The purpose of orientation for new Councillors and what they will learn
- The training program and options for Council
- The annual Council Evaluation Questionnaire purpose and process
- Details of Council remuneration

Orientation for New Councillors

The RMOW has an orientation program for new and returning Council members. The orientation outlines the roles and responsibilities of Council members and lays the groundwork for effective working relationships with council members and staff. The orientation program includes a package of written information about the duties and obligations of Councillors, the operations of the RMOW, and documents from recent Council meetings. As well, opportunities will be made for meetings and discussion with senior management and other Councillors.

Council Training

Throughout their term(s) Council members have the opportunity to attend municipal conferences, workshops, and training sessions. The RMOW will cover registration, hotel and travel costs in order to attend pre-approved training, workshops, and conferences for Council members. All Council members are permitted and encouraged to attend newly elected officials training which is put on by the Local Government Leadership Academy following each municipal election.

Prior to committing to a course, workshop, or conference, Council members must complete the *Permission to Attend Conference/Course* form and submit this to the CAO.

Evaluation of Council

Each year, the Governance and Ethics Standing Committee of Council will administer a survey titled the Council Evaluation Questionnaire (Questionnaire). The Questionnaire is an opportunity for Council to reflect on their shared effectiveness and performance as they make decisions on behalf of the RMOW and advance on their collective focus areas. Additionally, the Questionnaire allows Council to identify areas for improvement as they continue their work together. The Questionnaire is completed anonymously and the responses shared in a Closed Council meeting. Individual responses will be kept confidential.

Details and process of the Questionnaire can be found in section 3 of the Governance and Ethics Standing Committee [Terms of Reference](#). The full Questionnaire can be found in [Appendix A](#) on page ~~646~~3.

Council Remuneration

Council's annual remuneration is provided by "Council Remuneration Policy A-30" and is paid out of general revenue. A portion of the remuneration is paid as an allowance for expenses incurred in the discharge of duties associated with the office. The remuneration is paid, in part, in recognition of the time Council members must spend away from their families, businesses or employment to fulfill the requirements of public office.

Committees of Council

Committees of Council are established to study issues, provide particular expertise, provide opportunities for public involvement in municipal matters, and make recommendations to help Council make decisions. Often, Committee members develop and maintain a deeper level of knowledge on matters of a technical nature which helps to inform Council decision making. When citizen representatives are appointed, they serve in a voluntary capacity and bring local knowledge, expertise and experience to specific areas of civic concern. The work of committees typically aligns with Council Priorities. The legal framework for Council Committees is set out in the Community Charter. This section outlines the types of Committees and the regulations that accompany them.

Types of Committees

There are two types of Committees, Standing and Select. Council Committees are defined in the *Community Charter*⁴⁶ as:

- (a) a select committee of a council,
- (b) a standing committee of a council, or
- (c) any other body established by a council that is composed solely of council members.

The RMOW has both Select Committees and Standing Committees. A full list of current RMOW Committees of Council are available [here](#).

Standing Committees of Council

Standing committees are established by the Mayor for the purposes of undertaking specific work of Council and providing advice and recommendation to Council as a whole. At least half the members of a standing committee must be Council members. The Mayor has the sole authority to form and appoint members to standing committees.⁴⁷

The current Standing Committees of Council are:

- Audit and Finance;
- Governance and Ethics; and
- Human Resources.

This structure is subject to change from time to time as Council considers which of its responsibilities can best be fulfilled through more detailed review of matters in a committee format.

~~Link: [Appendix B: Terms of Reference for the Audit and Finance Standing Committee](#)~~
~~Appendix B: Terms of Reference for the Audit and Finance Standing Committee (page [Appendix B: Terms of Reference for the Audit and Finance Standing Committee](#) Appendix B -- Terms of Reference for the Audit and Finance Standing Committee 7473)~~

Link: [Terms of Reference for the Governance and Ethics Standing Committee \(updated in 2021\)](#)

Link: [Appendix C: Terms of Reference for the Human Resources Standing](#)

⁴⁶ *Community Charter*, Sections 141, 142

⁴⁷ *Ibid*, Section 141

Select Committees of Council

Select committees are established by Council as a whole to consider or inquire into any matter and to report its findings and opinion to Council. At least one member of a select committee must be a Council member. Select committees are formed and their members appointed by a majority vote of the Council members present at the meeting.⁴⁸ Select committees allow Council to receive advice, ideas and feedback from persons other than Council members and staff. The use of select committees provides opportunities for residents to get involved in municipal affairs and influence public policy.

Committee Regulations

Committees are advisory in nature and function within the authority set out in their terms of reference or by bylaw. Committees do not replace Council as final decision makers and make no staff direction on administrative matters. Unless decision-making authority has been delegated to a committee by bylaw or resolution, Committees function solely as advisory bodies that provide recommendations to Council. The *Community Charter* provides Council with the authority to rescind Committee appointments.⁴⁹

Committee Meetings

Committee meetings are open to the public unless the topic relates to a subject included in Section 90 of the [Community Charter](#). Minutes of each committee are approved by the Chair and the committee and are forwarded to Council, usually in a meeting package, and are available to the general public on the website. The [Community Charter](#) and the [Council Procedure Bylaw](#) outlines rules of conduct for committee meetings.

Committee Appointments

Appointments are made by Council as set out in the terms of reference of each committee. At the beginning of their four-year term and each December following, Council members are appointed to internal Committees and Boards. A full list of Council Appointments to RMOW Committees is available [here](#).

Outside Agency Appointments

Members of Council serve as a link between community organizations and the RMOW. Members of Council represent the RMOW on regional government boards, boards, and committees. A full list of Council Appointments to RMOW Partner Organizations and is available [here](#).

Subsidiary Boards

The RMOW has several subsidiary organizations. A full list is available [here](#).

⁴⁸ *Community Charter*, Section 123

⁴⁹ *Community Charter*, Section 144

Stakeholder and Community Engagement

It is important that the community and relevant stakeholders are engaged in the decisions and actions that affect them. Doing so helps to build mutual understanding and trust and is part of good governance and leads to better decision-making and ultimately more successful outcomes since community priorities and needs are directly embedded and there is alignment with community members.⁵⁰ Some community engagement activities are legislated, while others are part of overall good governance and guided by RMOW policies and tools.

At the end of this section the reader will understand:

- The community engagement activities required by provincial legislation
- The RMOW policies and tools that outline how the RMOW will engage with the public, including the channels available for public engagement
- Guiding Principles for Council regarding Constituency Relations
- Guidelines for internal Council communication

In terms of citizen engagement, the RMOW will:

- Create mechanisms for citizen's participation in decision-making and policy development;
- Encourage the participation of people in decisions affecting their lives;
- Seek and use feedback from customers to improve customer satisfaction;
- Practice the most effective communication methods for the initiative or program;
- Make available on line relevant [RMOW](#) services;
- Provide consultation guides, including a citizens guide; and
- Provide e-consultation [capability](#).

Required Engagement

Some community engagement activities are required by the *Community Charter* or the *Local Government Act*. These activities include:

- Council meeting procedures, including: Council packages, public question and answer period, public hearings, presentations and delegations, meeting minutes, and Council correspondence (letters to Council and their inclusion in Council packages and meetings).
- Statutory requirements for various planning, land use and development applications (e.g. public notices, bylaw readings and public hearings).
- A public process related to the municipal budget and annual report.
- Committees of Council, including associated: meeting agendas, meeting minutes, terms of reference, composition, and the recruitment and the selection/appointment process.

RMOW Policies and Guidance

The RMOW has several policies and tools that provide guidance on public engagement.

⁵⁰ "Community Engagement Review Findings & Recommendations Report 2019-2020," [appendix a - engagement review - findings and recommendations report.pdf \(whistler.ca\)](#)

Community Engagement Policy

The RMOW has a [Community Engagement Policy](#) to guide community and stakeholder engagement.

The objectives of the Community Engagement Policy are to:

- Clarify when the RMOW should engage community members and stakeholders in the decisions that affect them;
- Guide the organization in the design and delivery of community engagement processes;
- Support good governance, decision-making, and improved mutual understanding and trust between the organization and the community; and
- Support and help achieve the OCP, which includes the Community Vision, and the Corporate Plan, both of which reference the need to engage the community in decision-making.

The Community Engagement Policy outlines guiding principles and engagement criteria that helps staff determine whether or not to engage community members and/or stakeholders in decision-making processes.

Channels for Engagement

The RMOW provides community members with ongoing, continual, on-demand access to municipal staff, Council and other sources of information. These channels include:

- Whistler.ca, including information, some online services, reporting to/contacting the organization
- Email notices, including Whistler Today and news releases
- Social media (Facebook, Twitter, Instagram)
- Access to staff in-person at various locations, including Municipal Hall (front desk and building, planning and engineering departments), Meadow Park Sports Centre, Library
- Access to departments via email and phone
- Access to Council via email, letters and phone
- After-hours emergency channels

Council Engagement Channels

There are also many avenues for stakeholders and community members to engage with Council including:

- **Council Meetings** – the public can attend council meetings or watch council meetings live on-line, or view videos of past meetings.
- **Public Hearings** – Review the rezoning application process, write to Mayor and Council regarding the proposed Bylaw or present to Mayor and Council at a Public Hearing.
- **Ask Questions** – Ask questions to members of council during the question and answer period at the start of every Council Meeting.
- **Write a letter** to Council for their consideration at the meeting.

- **Present to Council** – Members of the public can make presentations to Council at Regular Council Meetings.
- **Contact Members of Council** – Contact Mayor and Council by phone, mail or email.

Guiding Principles and Policies for Constituency Relations

Introduction

This section outlines the manner in which Council and management interact with constituents and stakeholders and underscores the need to develop meaningful partnerships if Whistler is to achieve its shared vision.

Relationships with Constituents and Stakeholders

Council has a responsibility to:

- Develop an understanding of the key stakeholders and the unique political, business, social and environmental factors affecting the success of Whistler
- Establish and sustain relationships with key stakeholders, including but not limited to Squamish Nation and Lílwat Nation, Tourism Whistler, Chamber of Commerce, Vail Resorts, corridor municipalities, and School District No. 48 and to generate partnership agreements to clarify roles and responsibilities; and
- Seek community input before significant planning or strategic decisions are made.

Council Communications Policy

Council has responsibility to approve the [Council Corporate Communications Policy](#). The principal spokespersons for the RMOW in its communications with stakeholders and the public are the Mayor, CAO and the Manager of Communications. It is understood that other Councillors, General Managers and other technical experts may, from time to time, be requested to assist with such communications. It is expected that when communications from stakeholders are made to the Mayor or other individual Councillors, management will be informed and consulted to determine an appropriate response to be made by the RMOW.

External Communications

Each Councillor is responsible for understanding and adhering to the guidelines regarding Councillor external communications which are outlined in the [Council Corporate Communications Policy](#). When there is some doubt in a Councillor's mind regarding his/her external communications role, the Councillor must seek clarification from the Mayor or CAO.

Public Representation

In conjunction with the CAO, the Mayor ensures that Council and management are appropriately represented at official functions and meetings with stakeholder groups and members of the public.

Partnerships

The issues facing Whistler cannot be addressed by any one agency working alone. Working together is essential to achieve success and sustainability in the future. Partnerships are fundamental to achieving the Community Vision that must be owned and actively supported by those who live, work and play in Whistler, along with major stakeholder groups, local and

regional organizations. Partnership Agreements with key stakeholders will form the foundation for moving forward collectively.

Council Guidelines and Accountabilities

This section outlines how Council will carry out its duties and the manner in which Council delegates authority to the Chief Administrative Officer (CAO) to conduct the activities of the municipality.

This section:

- Provides guidelines for how the Council will carry out its operating duties and be held accountable for these
- Describes the roles and responsibilities of the CAO
- Outlines how Council evaluates CAO performance
- Provides other necessary guidelines for Councillors to ensure effective relationships with the CAO and municipal staff
- Establishes processes to ensure thorough and timely reporting to and effective oversight and decision-making at the Council level

Council Relationship with Staff

Council's interactions with staff are important to achieving Council's goals. Council members provide direction, while staff manage and implement council's decisions and direction. The roles and responsibilities of council and staff are distinct and interdependent. All local governments in B.C. must have at least two officer positions: one responsible for the local government's corporate administration (Corporate Officer) and the other responsible for its financial administration (Director of Finance).⁵¹ The RMOW employs a CAO to oversee the administration (staff) of the municipality and is the only member of staff directly hired by the council. The CAO is responsible and accountable for hiring and supervising all other staff. In general terms, RMOW staff:

- implement the direction, decisions and policies of council and manage the RMOW's resources;
- provide council with information and professional advice to ensure informed decision-making; and,
- communicate RMOW policy and decisions to the public and other orders of government

Chief Administrative Officer

The CAO is Council's only staff member. By hiring a CAO, whose main focus is on the day-to-day operations of the RMOW and the implementation of council's decisions, Council is able to concentrate on policy making. While the CAO has a relationship with all members of Council, the relationship between the CAO and the Mayor provides a critical link between Council and staff. As council's principal advisor, the CAO holds Council accountable to their policies and procedures, and brings forward well-balanced, unbiased information that allows Council to make informed decisions.

Regular Check-ins

The CAO and Mayor meet regularly to discuss their work together.

⁵¹ "Thinking about running for local office Brochure," February 2022, Province of British Columbia, [thinking_about_running_local_office.pdf \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/speical/thinking_about_running_local_office.pdf), (accessed July 6, 2022)

The Performance Evaluation for the CAO

The CAO is evaluated annually to ensure they receive constructive and timely feedback on their performance. The performance evaluation of the CAO takes into account the responsibility and authority granted to the CAO. The performance evaluation of the CAO will be led by the Human Resources Standing Committee.

The Performance Evaluation Criteria

The following documents constitute the benchmarks against which the review takes place:

- i. A written statement of goals or primary objectives for the year under review. These goals have been agreed to by the CAO and Council at the beginning of the year under review.
- ii. The performance of the RMOW against objectives set out in the Business Plan.
- iii. Council approved terms of reference for the CAO (refer to Appendix E on page ~~838~~4).

CAO's Self-Appraisal

- i. The CAO writes his/her own self-appraisal judging his/her performance against the benchmarks outlined in the Performance Evaluation Criteria.
- ii. The CAO discusses his/her self-appraisal with the Human Resources Committee in advance of their evaluation of him/her.
- iii. The Director of Human Resources acts in an advisory capacity to the Human Resources Committee and Council.

Council Involvement

- i. Each member of the HRSC develops an assessment of the CAO's performance and communicates this to the HRSC Chair. In developing their assessments, HRSC members will invite input from other Councillors.
- ii. The HRSC Chair consolidates the individual assessments into a draft Council Appraisal Statement and then reviews the draft statement with the HRSC.
- iii. The Mayor and the HRSC Chair discuss the draft Council Appraisal Statement (as modified) in general terms with the full Council before meeting with the CAO.
- iv. The HRSC Chair and the Mayor discusses the statement with the CAO.

CAO Feedback

The CAO may provide a written response to the review to Council through the Mayor.

Timing and Responsibilities of Performance Evaluation

Activity	Who	When
Corporate Plan is approved by Council for the coming year	Council CAO	January

Activity	Who	When
CAO develops a set of objectives for the coming year that are approved by Council	CAO Council	February
CAO prepares self-appraisal for past year and submits to HRSC	CAO HRSC	February
CAO discusses self-appraisal with HRSC	President HRSC	February
HRSC members submit their written assessments of CAO to HRSC Chair	HRSC	February
HRSC Chair summarizes input from HRSC members and reviews with the HRSC and Mayor	HRSC Chair HRSC Mayor	February
HRSC Chair and Mayor discuss the appraisal in general terms with Council	HRSC Chair Mayor Council	February
HRSC Chair and Mayor finalize appraisal and review with CAO	HRSC Chair Mayor CAO	February
CAO (if she/he wishes) provides written response to the Council through the Mayor	CAO	March

Council Relations with Management and Staff

Contacts with Management and Staff

Council acknowledges that individual Councillors and management staff will have occasion to be in contact with one another outside Council meetings. Councillors, individually, must use judgment in their contact with management and recognize that they do not have the authority to direct management or any other employee. Written communications from Councillors to management staff will be copied to the Mayor and CAO. The expectation is that the Mayor and CAO will be kept advised of such discussions by either the Councillor or manager.

Guidelines for Council in Its Relationship with Management

Introduction

There are three parts to the following guidelines:

- A. Agreement on Basic Principles
- B. Outline of Responsibilities
- C. Governance Dos and Don'ts

The first part outlines overall principles of Council-Management relations. The second part maps out responsibilities of Council and management. The third part provides everyday guidelines for behaviour.

Agreement on Basic Principles ¹

To better understand Council's relationship to management, it is first important to establish agreement on the following:

- i. Council's primary relationships as a governing body are outside the organization—with the community whose welfare and interests it serves— rather than inside the organization, with staff. Council's primary responsibility is to define the services, facilities and other benefits that, in its opinion, are desirable for all or part of the community—rather than directly controlling the implementation of programs and policies inside the municipal organization.
- ii. Council's commitment is to representing the ownership interests of the community it serves; in effect the community are the "owners" of the municipality. A Council with a legitimate ownership relationship with the community will not act as if its job is to represent individual consumers of municipal services, special interest groups, or even staff. It will see its relationship with management as a way of ensuring that the resources of the overall community "owners" are effectively applied and shepherded—for the benefit of those consumers Council chooses, on behalf of "owners", to serve.
- iii. As the ultimate policy-making authority of the municipality, Council serves its community as a collective group, not as individual Council members. The roles and responsibilities of the Council are defined first as a group and, only then, can the roles and responsibilities of individual Councillors be derived from these. Therefore, Council's primary relationship with management is as a group.
- iv. The Council speaks authoritatively when it passes an official motion at a properly constituted meeting. Statements by individual Councillors have no authority. When the Council speaks, it is with "one voice" or not at all. "One voice" does not however require unanimous votes nor does it prevent individual Councillors from informing the group with their views and insights. But it does require all Councillors, even those who lost the vote, to respect the decision that was made. Once again, this principle applies to how Council and Councillors exert authority over management—collectively rather than independently.
- v. The broad role of Council is as a governing group. This defines its key relationships with management. Council's role is to be a proactive:

Advocate	Represent the community and bring their views into the Council's decision-making process; respond to enquiries fairly and impartially
Leader	Set strategic and policy direction and empower management
Overseer	Evaluate performance measures and hold management accountable
Steward	Shepherd resources of the Municipality
Reporter	Report to the public, other governments, stakeholders, others ⁵²

- vi. While the Council has total authority over and accountability for the municipality, it relies on management to carry out the work of the municipality—that is to exercise most of the authority and fulfill most of the accountability. This belief in the need for professional management requires Council to clearly define the expectations that it has of management in helping Council fulfill its roles. These expectations are generally based on sound principles of delegation and include:

Council Role	Expectation of Management
Advocate	<ul style="list-style-type: none"> Assist Council with information about community needs and in responding to community enquiries Act as an “ambassador” for the municipality along with the Mayor and Council, deriving authority from Council as a whole
Leader	<ul style="list-style-type: none"> Provide professional advice and leadership to inform the strategic direction of Council Contribute proactively to development and evaluation of the policies and programs of the municipality Ensure that the policies and programs are implemented Provide overall corporate and operational management and exercise overall management responsibility for all staff
Overseer	<ul style="list-style-type: none"> Assist Council with defining appropriate performance indicators and measures of “success” Advise and inform Council on the operation and affairs of the municipality in a consistent, effective and timely fashion
Steward	<ul style="list-style-type: none"> Shepherd the resources of the Resort Municipality on a day-to-day basis Partner with Council in defining future resource requirements

⁵² Based on *Board Roles and Accountabilities*, as defined by the BC Board Resourcing and Development office of the Province of BC. [WMC addition of the Advocacy role].

Reporter	<ul style="list-style-type: none"> ▪ Assist Council with informing and dealing with the needs of the community and other constituents and seeking input from community leaders ▪ Be responsible for record keeping for all Council's decisions ▪ Be responsible, on behalf of Council, for reporting to the community on accomplishments and issues
----------	--

- vii. It is a common principle in governing bodies that a board, and hence Council, should use a single point of delegation for meeting all the Council's expectations for organizational performance and should hold this position appropriately accountable. It is essential in this situation that the Council delegate to this position (of CAO/Chief Administrative Officer) all the authority that such extensive accountability deserves. By using a CAO, Council can express its expectations for the entire organization without having to work through all the internal divisions of labour.
- viii. The principle of single point of delegation is clearly understood and applied by both Council and staff in daily activities. If Council or Councillors bypass the authority of the CAO by directing their expectations at staff, not only is the principle of delegation undermined but so is the ability of the CAO to run the organization effectively. At the same time, if staff take note of what individual Councillors say to do, as if they work for individual Council members rather than the CAO, then Council should recognize this to be inappropriate behaviour and counter to the authority it has invested in the CAO.
- ix. There are some areas where Council steps in to define staff parameters, establishing certain limits to delegated authority—this is in areas which can jeopardize the prudent and ethical conduct of the organization. Council has the responsibility to be proactive in identifying unacceptable situations, such as conflicts of interest, or specifying ethical standards as well as creating values to guide the organization and staff in their behaviours. Council also has the responsibility of listening to staff who have legitimate complaints of misconduct that cannot be safely communicated through normal management channels and of putting in place procedures for staff “whistle-blowing”.
- x. In all its relationships with management, Council should be mindful of the detail in which it involves itself, not only in matters requiring Council approval or decisions, but also in matters coming to Council or member attention for review or advice. In the continuum of size of issues, Council generally owns the broadest level, then successively smaller levels until it decides to delegate remaining decisions to be made by others. In deciding at which point to delegate, Council will remain mindful that excessive detail not only slows down decision and policy making but consumes the time of staff resources. Also, excessive detail in policies leaves little room for interpretation or flexibility that may be needed as circumstances change.
- xi. For those matters which require Council decision, Council should be clear about its expectations for management support. It should also be mindful of distinguishing matters which require its approval from those about which it simply wishes to be informed. It should be clear in all such matters about:
 - Who will prepare the case for decision or review
 - Who will propose solutions
 - Who will provide information
 - Who will recommend solutions
 - Who will review or advise
 - Who will decide
 - Who will execute/report after a decision is made.

Outline of Responsibilities

The following sets out an outline of responsibilities related to governance issues. They are

indicative rather than comprehensive but provide general guidance.

Responsibility	Prepare/ Propose/ Inform	Recommend to Deciding Authority	Review/ Advise	Approve/ Decide	Execute/ Report
<u>Direction</u>					
Strategic Plan	Management	CAO	Council/ Community	Council	Management
Strategic Direction	Management/ Council	CAO	Council/ Community	Council	Management
Community Values (e.g. Sustainability)	Management/ Council	CAO	Council/ Ad Hoc Committee of Council/ Community	Council	Management Council
Vision and Mission	Mayor/ Councillors/ Management	Mayor/ Councillors/ CAO	Council	Council	Management Council
Strategic Initiatives	Mayor/ Councillors/ Management	CAO/ Management/ Ad Hoc Committee of Council	Mayor/ Council/ CAO/	Council	Management Council
<u>Organizational Performance</u>					
Annual Corporate Plan	Management	CAO	Council/ Community	Council	Management
Annual Operating & Capital Budgets	Management	CAO	Council/ Community	Council	Management
Organizational Structure	CAO/ Management	CAO	Council/ HR Committee	CAO upon Advice of Council at senior levels	Management
Effectiveness of Processes & Practices	Management	CAO	Council	CAO	Management
<u>Financial, Asset and Risk Management</u>					

Responsibility	Prepare/ Propose/ Inform	Recommend to Deciding Authority	Review/ Advise	Approve/ Decide	Execute/ Report
External Auditor	Management	CAO/ Finance & Audit Committee	Finance & Audit Committee	Council	Management
Investment and Asset Management	Management	CAO/ Finance & Audit Committee	Finance & Audit Committee	Council	Management
Assessment Rate and specified other Charges	Management	CAO/ Finance & Audit Committee	Finance & Audit Committee	Council	Management
Risk Management Plan	Management	CAO/ Finance & Audit Committee of Council	Finance & Audit Committee	Council	Management
Human Resource Management					
CAO Appointment	Council (may delegate to HR Committee)	Mayor/ HR Committee	Council	Council	Mayor
CAO Compensation	Council (may delegate to HR Committee) /CAO	Mayor/ HR Committee/ CAO	Council	Council	Mayor
CAO/Sr. Management Succession Plan	CAO	CAO	Council/HR Committee	CAO	CAO
CAO Objectives & Performance Evaluation	CAO/ Council/HR Committee	Mayor/ HR Committee	Council	Council	Mayor/ HR Committee
Executive Objectives & Performance Evaluation	CAO/ Executives	CAO	Council	CAO	CAO

Responsibility	Prepare/ Propose/ Inform	Recommend to Deciding Authority	Review/ Advise	Approve/ Decide	Execute/ Report
Ethics, Conflict of Interest, Organizational Values	CAO/ Governance & Ethics Committee	Mayor/ Governance & Ethics Committee	Governance & Ethics Committee/ Council	Council	Management
<u>Legal and Operational Issues</u>					
By-Laws	CAO/ Management	CAO	Council	Council	CAO/ Management
Planning & Development	CAO/ Management	CAO	Council	Council	CAO/ Management
Municipal Services	CAO/ Management	CAO	Council	Council	CAO/ Management
Emergency & Security Planning	CAO/ Management	CAO	Council	Council	Management
<u>Governance Functions</u>					
Governance Policies	CAO/Mayor/ Councilors/ Governance & Ethics Committee	Mayor/ Councilors/ CAO/ Governance & Ethics Committee	Council or Governance & Ethics Committee	Council	Council/ Mayor/ CAO
Meetings/ Agenda	CAO/Mayor/ Council/ Management	Mayor/ CAO/ Management	Council	Council	Management
Terms of Reference for Committees	Mayor/ Council Delegated to Governance & Ethics Committee	Mayor	Mayor/ Council Delegated to Governance & Ethics Committee	Council	Governance Committee

Responsibility	Prepare/ Propose/ Inform	Recommend to Deciding Authority	Review/ Advise	Approve/ Decide	Execute/ Report
Appointment of Standing Committees/ Chairs	Mayor	Mayor	Council	Mayor	Mayor
Council Development & Orientation	CAO/Mayor/ Governance & Ethics Committee	CAO/Mayor/ Governance & Ethics Committee	Council	Council	CAO/ Management
<u>External Relations and Communication</u>					
Communications Policy	Mayor/ Management	CAO	Council	Council	Management
Constituency Relations— Major Issues	Mayor/ Councillors/ CAO	Mayor/ Councillors/ CAO	Council	Council	Mayor/ Councillors/ CAO

Governance Do's and Don'ts

To better assist Council in defining its governance relationship to management, the following do's and don'ts are provided for each of the Council's key roles.

Council Guidelines in its Governance Relationship with Management

Role	What to do	What not to do
Advocate	<ul style="list-style-type: none"> ■ Be committed to the well-being and viability of the community as a whole ■ Prioritize community objectives and issues to be addressed ■ Encourage and respect diverse points of view and vigorous debate ■ Be fair and impartial in responding to constituent representations ■ Deal with individual concerns or grievances and act as an advocate for constituents in a manner that respects the delegated authority and municipal priorities 	<ul style="list-style-type: none"> ■ Advocate individual interests as if they represent the community as a whole ■ Expect management to respond to each new issue ■ Encourage detailed debate over minor issues or discourage debate ■ Promote particular points of view to staff rather than take to Council for overall discussion ■ Address individual constituent concerns or grievances without appropriate understanding of delegated authority and other points of view
Leader	<ul style="list-style-type: none"> ■ Be proactive in strategic thinking and provide clarity of long-term aims and objectives ■ Make collective decisions and stand by them ■ Provide leadership on ethics and integrity; be honest ■ Have a positive, supportive and enthusiastic perspective; be open and constructive ■ Consult and take professional advice from 	<ul style="list-style-type: none"> ■ Engage in unbalanced or random operational and tactical debates that take time away from strategic issues ■ Fail to respect or attempt to reverse collective decisions ■ Fail to demonstrate ethics and integrity as individuals ■ Assume a critical perspective in all matters; challenge all proposals unduly

Role	What to do	What not to do
	management	<ul style="list-style-type: none"> ■ Discourage or dismiss management input without Cause
Overseer	<ul style="list-style-type: none"> ■ Focus on ends—such as community outcomes and their measures ■ Ensure that the powers, duties and functions of the municipality are appropriately carried out ■ Independently and collectively obtain information from the CAO or designated staff ■ Spend appropriate time on oversight of important issues ■ Monitor Council's own performance and that of the CAO ■ Empower and support the CAO ■ Diligently prepare for meetings and use meeting time wisely; participate in development and training opportunities 	<ul style="list-style-type: none"> ■ Focus unduly on means—such as individual processes and practices ■ Exercise powers or perform duties that are delegated to the CAO or designated staff ■ Independently take enquiries or complaints to department staff ■ Spend equal time on all issues, regardless of importance ■ Monitor the performance of individual staff ■ Undermine authority of the CAO ■ Rely on individual updates or training from management
Steward	<ul style="list-style-type: none"> ■ Demonstrate professionalism in making decisions, by-laws and policies for effective community development, quality services and wise use of resources ■ Focus on key stewardship issues and decisions that involve significant community impact, expenditure, political sensitivity or large numbers of staff 	<ul style="list-style-type: none"> ■ Reverse or fail to respect prior decisions without regard to consequences on the community and staff ■ Be involved in issues discussion and decision-making at all levels regardless of impact on the community ■ Micromanage details of programs, services, operating and capital

Role	What to do	What not to do
	<ul style="list-style-type: none"> ■ Seek appropriate information to understand and manage overall financial and other assets ■ Ensure effective succession planning for the CAO and the management team ■ Show respect and commitment toward municipal employees and for the dignity and worth of the services provided; learn about the organization and the capabilities of its human resources 	<ul style="list-style-type: none"> budgets and municipal assets ■ Fail to respect the CAO's authority to select and manage his/her executive team ■ Question the efficacy of the municipal organization and individual staff capabilities/ performance in front of the public or other staff
Reporter	<ul style="list-style-type: none"> ■ Disclose conflicts of interest, real and perceived and act in a manner that clearly indicates no improper influence ■ Define and adhere to a communications policy ■ Keep in confidence matters discussed in private at a council or council committee meeting ■ Keep track of options considered as well as reasons for decisions made 	<ul style="list-style-type: none"> ■ Fail to address conflicts of interest or take on appointments that compromise ability to maintain public confidence ■ Communicate own opinions rather than Council views ■ Openly comment on Council disagreements when these were discussed in confidence ■ Fail to respect and ignore reasons for prior decisions

Risk Management

This section outlines the RMOW's risk management framework which includes how risk is assessed, the roles and responsibilities of Council and staff in managing risk, and the effective reporting and communication of risk information to the public. Risk management is critical to the achievement of the RMOW's governance responsibilities.

Risk Philosophy

The RMOW is continuously faced with the challenge of effectively managing risk.

To assist the RMOW in addressing its legal obligations, and managing risk, the municipality endeavours, through its policies and procedures, to meet or exceed statutory requirements and various standards (e.g. for such matters as workplace safety, accounting practice, and development approvals). As a further safeguard, the RMOW maintains appropriate insurance.

The RMOW also assesses risks as part of its due diligence when considering entrepreneurial (commercial) partnerships. Part of this due diligence includes the preparation of an exit strategy.

The remainder of the risk, and greatest ongoing challenge, relates to the RMOW's "credibility" and "good will". Managing this risk is critical to the long-term fiscal health and prosperity of the community and is greatly impacted by the conduct of the Council and professionalism of the RMOW's staff.

Council should have a continuing understanding of the principal risks associated with the activities of the Corporation. It is the responsibility of management to ensure Council is kept well informed of changing risks.

The principal mechanisms through which Council reviews risks are:

- On-going reports by the management;
- The strategic planning process; and
- The Audit and Finance Committee.

Appendixes

Appendix A: Code of Conduct and Conflict of Interest Guidelines for Councillors

~~A. Purpose~~

~~The commitment of the Resort Municipality of Whistler (the Corporation) is to excellent local government by engaging in relationships that:~~

- ~~i. Are ethical and transparent;~~
- ~~ii. Will withstand the highest degree of public scrutiny; and~~
- ~~iii. Will assure public confidence in the Corporation and the process(es) by which it will achieve its vision.~~

~~This commitment requires that the affairs of the Corporation be managed in an environment that ensures stringent standards of ethical behaviour, demonstrating honesty, integrity, and fairness in everything we do.~~

~~The purpose of this guideline is to establish standards of conduct expected and required of all Councillors of the Corporation, consistent with this overriding commitment.~~

~~The following standards are not intended to be exhaustive. If questions arise, they should be settled in accordance with the general principles in this document, the exercise of sound business and ethical judgment, and consultation with the Chair of the Governance Ethics Committee and CAO.~~

~~These standards consist of principles, duties, ethical and conflict of interest standards, and requirements for implementation. All of these elements are of equal importance.~~

~~B. Standards of Conduct Imposed By Law~~

~~Standards of conduct and duties of Councillors emanate from common law obligations and the Community Charter. In general, these duties can be described as follows:~~

~~i. Duty of Loyalty~~

~~A Councillor must act in what he/she believes to be the best interests of the Corporation as a whole so as to preserve its~~

~~assets, further its business and promote the purposes for which it was formed, and in such a manner as a faithful, careful, and ordinarily skilled Councillor would act in the circumstances.~~

~~A Councillor must avoid situations where the Councillor could personally gain or profit from the Corporation, appropriate a business opportunity of the Corporation, or otherwise put him/herself in a position of conflict, real or apparent, between their own private interests and the best interests of the Corporation.~~

~~(Please Note: A private interest is not limited to a pecuniary or economic advantage and can include any real or tangible interest that personally benefits the Councillor, a member of his/her household, or an organization with which the Councillor is affiliated. A private interest does not include an interest that applies to the general public or affects an individual as one of a broad class of the public. An apparent conflict exists when there is a reasonable perception, which a reasonably well informed person could have that a Councillor's ability to exercise his duty was or will be affected by the Councillor's private interest.~~

~~A Councillor must maintain the confidentiality of information received by him/her in his/her capacity as a Councillor.~~

~~ii. — Duty of Care~~

~~Councillors owe a duty of care to the Corporation and must exercise the degree of skill and diligence expected from an ordinary person of his or her knowledge and experience. This means:~~

~~a. — The standard of behaviour expected of a Councillor will depend upon the particular skills or experience that the Councillor brings to the Corporation in relation to the particular matters under consideration.~~

~~b. — The Councillor must be proactive in the performance of his or her duties by:~~

~~1. — Attending meetings~~

~~2. — Participating in a meaningful way; and~~

~~3. Being vigilant to ensure the Corporation is being properly managed and is complying with laws affecting the Corporation.~~

~~c. In fulfilling their duty of care, Councillors have a responsibility to the Corporation to ensure that systems are in place to provide Councillors with the information they need to make informed decisions.~~

~~iii. Duty to Disclose~~

~~The duty of loyalty requires a Councillor to avoid situations that place them in a position of conflict, real or perceived, between their private interests and the interests of the Corporation. However, if a conflict of interest should arise, a Councillor has a duty to disclose fully and properly the nature and extent of the interest to the Mayor and CAO and to declare the general nature of any direct or indirect pecuniary or other interest in a matter at a Council or Committee meeting before participating in respect of the matter and leave the meeting during consideration of the matter.~~

~~iv. Other Duties~~

~~Federal and provincial legislation extends to Councillors for various actions or omissions (e.g. environmental protection legislation). Councillors should be familiar with the relevant legislation applicable to the Corporation and Corporation Officials and should be satisfied that appropriate safeguards are in place to ensure the Corporation's compliance with the legislation.~~

~~c. Appropriate Conduct~~

~~i. Avoid Conflict of Interest~~

~~a. Councillors shall avoid situations a) that may result in a conflict or perceived conflict between their personal interests and the interest of the Corporation, and b) where their actions as Councillors are influenced or perceived to be influenced by their personal interests.~~

~~b. In general, a direct or indirect pecuniary interest exists for Councillors who use their position as elected officials to benefit themselves, friends or families. As well, a common law conflict of interest or bias may exist when Councillors consider matters at Council or Committee Meetings.~~

- ~~c. Full disclosure enables Councillors to resolve unclear situations and gives an opportunity to address conflicting interests before any difficulty arises.~~

~~ii. Compliance with the Law~~

- ~~a. Each Councillor must at all times fully comply with applicable law and should avoid any situation, which could be perceived as improper or unethical. As well, a Councillor should avoid displaying a cavalier attitude toward compliance with the law.~~
- ~~b. Councillors are expected to be sufficiently familiar with any legislation and bylaws that apply to their position as members of Council and to recognize potential liabilities, seeking legal advice where appropriate.~~

~~iii. Corporate Information and Opportunities~~

- ~~a. Each Councillor shall ensure that the confidentiality of confidential information is maintained.~~
- ~~b. A Councillor must not engage in any financial transactions, contracts, or private arrangements for personal profit, which accrue from or are based upon confidential or non-public information, which the Councillor gains by reason of his/her position as a Councillor.~~
- ~~c. Confidential information that Councillors receive through their office must not be divulged to anyone other than persons who are authorized by Council to receive the information. A Councillor must not use information that is gained due to his or her position or authority, which is not available to the general public, in order to further the Councillor's private interest. Councillors must also not offer such information to spouses, associates, immediate family, friends, or persons with whom the Councillor is connected by frequent or close association.~~

~~iv. Preferential Treatment~~

~~Councillors must not act in their official role to assist~~

~~organizations in their dealings with the Corporation if this may result in preferential treatment to that organization or person.~~

~~v. Corporate Property~~

~~Councillors must not use corporate property to pursue their private interests or the interests of their spouse, their minor children, or a private corporation controlled by any of these individuals. Corporate property includes real and tangible items such as land, buildings, furniture, fixtures, equipment, and vehicles and also includes intangible items such as data, computer systems, reports, information, proprietary rights, patents, trademarks, copyrights, logos, name, and reputation.~~

~~vi. Gifts, Benefits, and Entertainment~~

~~a. Councillors must not solicit or accept benefits, entertainment, or gifts in any way related to the Councillor's duties or responsibilities with the Corporation.~~

~~b. A Councillor generally may only accept gifts, hospitality, or other benefits associated with their official duties and responsibilities if such gifts, hospitality or other benefits:~~

~~1. Are received as an incident of the protocol or social obligation that normally accompany the responsibilities of office;~~

~~2. Are a lawful representation,;~~

~~3. Are a lawful campaign contribution; and~~

~~4. Subject to the requirement to disclose permitted gifts worth more than \$250 each or \$250 accumulated during a 12 month period.~~

~~c. Any other benefit should be returned to the person offering it as soon as practicable. If there is no opportunity to return an improper gift or benefit, or where the return may be perceived as offensive for cultural or other reasons, the gift must immediately be disclosed and turned over to the Mayor who will make a suitable disposition of the item.~~

~~d. Councillors will comply with all laws relevant to their conduct in relation to Corporation activities. These laws include, without limiting the generality of the foregoing, the Community Charter, Criminal Code and the Competition Act.~~

~~vii. Working Relationships~~

~~Councillors and individuals who are direct relatives or who permanently reside together may be employed or hold office but Council must ensure that sufficient safeguards are in place to ensure that the Corporation's interests are not compromised.~~

~~viii. Allegations of Wrongdoing~~

~~a. Councillors have a duty to report any activity which:~~

- ~~1. They believe contravenes the law;~~
- ~~2. Represents a real or apparent conflict of interest, a breach of these standards, or a breach of the Corporation's Code of Conduct;~~
- ~~3. Represents a misuse of Corporation funds or assets; or~~
- ~~4. Represents a danger to public health, safety, or the environment.~~

~~b. The Corporation will treat any reports of wrongdoing in confidence unless disclosure of the information is authorized and permitted by law. Councillors will not be subject to discipline or reprisals for bringing forward, in good faith, allegations of wrongdoing~~

~~D. Implementation~~

~~i. Administration and Enforcement of the Code of Conduct and Conflict of Interest Guidelines~~

~~The Corporation has designated the Manager of Legislative Services as responsible for the administration and monitoring of these guidelines. They have the responsibility to:~~

- a. ~~Act as a resource to provide central responsibility for administering this Code of Conduct and Conflict of Interest Guidelines; and~~
- b. ~~Monitor the degree of compliance with these guidelines and report thereon to the Governance and Ethics Committee.~~

~~The Chair of the Governance and Ethics Committee and Manager of Legislative Services will ensure Councillors receive appropriate guidance and training on ethical subjects, as well as the content and meaning of these guidelines.~~

~~ii. Reporting an Alleged Breach~~

- a. ~~A Councillor shall report an alleged breach of these guidelines first to the Governance and Ethics Committee, with a copy to the Manager of Legislative Services.~~

- b. ~~The role of the Governance and Ethics Committee will be to:~~

- 1. ~~Ensure a copy of the report is immediately provided to the Councillor who is the subject of the report, with an invitation to provide a response;~~
- 2. ~~Review the documents which describe the report and response;~~
- 3. ~~Identify the issues which are raised in these documents;~~
- 4. ~~In conjunction with management, facilitate an opportunity for cooperative dialogue among management, the Councillor(s) who has lodged the report and the Councillor(s) who is the subject of the report in an effort to satisfactorily resolve the matter; or alternatively, reach a common understanding of the facts; narrow and define the unresolved issues, and refer them, together with specific questions to the Ethics Commissioner for adjudication and response.~~
- 5. ~~The Ethics Commissioner may inspect documents and interview individuals regarding matters, which, in his/her~~

~~discretion, are or may be relevant to a report of an alleged breach of these Guidelines.~~

~~6. The Ethics Commissioner shall submit his/her conclusions regarding the alleged breach of these Guidelines with recommendations as to the appropriate course of action to the Chair of the Governance and Ethics Committee who will, in turn, refer such report and recommendations to the next meeting of Council.~~

~~7. Time will always be of the essence in dealing with any report of an alleged breach of these Guidelines.~~

~~iii. Disclosure of Interests~~

~~The following outlines the procedures for disclosure of interests by Councillors:~~

~~a. Completion, upon election as a Councillor, and annually thereafter, of a formal written declaration of interests of the Councillor. Such interests should include all corporations or other legal entities of which such Councillor is an officer, a director, a significant investor, or is in some manner able to exercise, directly or indirectly, influence over the affairs of such entity. Indirect influence includes, in this context, influence through the Councillor's spouse, a member of his/her household or a private corporation controlled by any of these individuals;~~

~~b. Supplementary written declarations of interest by Councillors when and if they have a change in their circumstances;~~

~~c. In the case where a real or apparent conflict of interest arises that has not previously been realized or disclosed in the Councillor's written declaration of interests, the legal requirement is that the Councillor declare the conflict at the meeting of Council at which the question of entering into the contract is first taken into consideration, or if the Councillor is not at the date of that meeting interested in the proposed contract, at the next meeting of the Council after he/she becomes so interested, and in a case where the Councillor becomes interested in a contract after it is made, the declaration is to be made at the first meeting of~~

~~Council held after the Councillor becomes so interested.~~

- ~~d. The Municipal Clerk will ensure declarations of interest and/or declared conflicts of interest are shared with all members of Council and that they are regarded as confidential to the extent they contain personal information provided by Councillors.~~

~~It is understood and agreed that completion and delivery by a Councillor of the formal written declaration of interests described herein is intended to assist the Councillor in carrying out his/her obligation to disclose a real or apparent conflict of interest. However, it does not relieve the Councillor from his/her personal legal obligations to disclose and remedy a specific conflict and potential consequences or sanctions for breach thereof.~~

- ~~e. Compliance with the Financial Disclosure Act.~~

~~iv. Actions where a Councillor Identifies a Conflict of Interest Involving Him/Herself~~

- ~~a. The minimum first step is to ensure the interest has been disclosed fully and properly to Council in accordance with section D. ii. above;~~
- ~~b. If the conflict of interest is one that involves a contract for pecuniary gain with the Corporation that is subject to the procedure set forth in Section D. iii. c. above, then the Councillor must notify management and/or the Mayor, and, if the contract is approved by Council, submit his/her resignation forthwith;~~
- ~~c. If the conflict of interest is not one that requires the Councillor to resign and he/she is present at a meeting considering the matter, then the Councillor will:~~
 - ~~1. Disclose the conflict and the general nature of his/her interest and/or remind the meeting participants of his/her previous disclosure of the interest;~~
 - ~~2. Withdraw from deliberations or debates, avoid giving recommendations or advice or~~

~~in any way assuming responsibility for or participation in the decision-making relating to the matter;~~

- ~~3. Remove him/herself, for the period of time during which the matter is being discussed and decided, from the meeting room; and~~
- ~~4. Abstain from voting on the matter.~~

~~v. Consequences/Sanctions for a Breach~~

~~In the event of a breach of these Guidelines, appropriate actions should reflect the nature, magnitude, and seriousness of the breach. The Ethics Commissioner will recommend appropriate action for approval by Council.~~

~~The following are examples of consequences a Councillor may face if found to be in breach of these Guidelines:~~

- ~~a. The Councillor may be required to make full restitution to the Corporation;~~
- ~~b. The Councillor may be offered the opportunity to resign his/her position with the Corporation;~~
- ~~c. The Corporation or member of the public may consider taking legal action against the Councillor to recover moneys or to disqualify the Councillor;~~
- ~~d. Council or the Mayor may remove the Councillor from a Committee or Acting Mayor duties; and~~
- ~~e. The council may pass or motion of censure.~~

~~The foregoing is not an exhaustive list and does not preclude any other sanctions or courses of action that might be available.~~

Appendix B: Terms of Reference for the Audit and Finance Standing Committee

A. Purpose

- i. The primary function of the Audit and Finance Standing Committee (AFSC or the Committee) is to assist Council in fulfilling its oversight responsibilities by reviewing:
 - a. The financial information that will be provided to Council;
 - b. The systems of internal controls that have been established by management and Council and their adequacy to ensure the Corporation meets its financial commitments; and
 - c. All audit processes.
- ii. Primary responsibility for the financial reporting, information systems, risk management and internal controls of the Corporation is vested in management and is overseen by Council.

Composition

- iii. The Committee shall be comprised of three (3) Councillors.
- iv. Committee members shall be appointed by the Mayor.
- v. The Chair of the Committee shall be appointed by the Mayor.

Duties and Responsibilities

Subject to the powers and duties of Council, the Committee will exercise the following authority, powers and duties:

- vi. Financial Statements and Other Financial Information

The Committee will review and recommend for approval to Council, financial information that will be made available by the Committee Chair to Council.
This includes:

- a. Review and recommend approval of the Corporation's annual financial statements and report to Council before the statements are approved;

- b. Review and approve for release the Corporation's quarterly financial statements;
- c. Review and recommend to Council for approval, the financial content of the annual report and any reports required by government or regulatory authorities;
- d. Review the appropriateness of accounting policies and financial reporting practices used by the Corporation; and
- e. Review any significant proposed changes in financial reporting and accounting policies and practices to be adopted by the Corporation.

vii. Risk Management, Internal Control and Information Systems

The Committee will review and obtain reasonable assurance that the risk management, internal control and information systems are operating effectively to produce accurate, appropriate and timely management and financial information. This includes:

- a. Review the Corporation's risk management controls and policies;
- b. Obtain reasonable assurance that the information systems are reliable and the systems of internal controls are properly designed and effectively implemented through discussions with and reports from management and the external auditor;
- c. Monitor compliance with statutory and regulatory obligations; and
- d. Monitor compliance with Levels of Financial Authority.

viii. External Audit

The Committee will review the planning and results of external audit activities and the ongoing relationship with the external auditor. This includes:

- a. Review and recommend to Council for approval, engagement of the external auditor;
- b. Review the annual external audit plan;

- c. Meet with the external auditor to discuss the Corporation's annual financial statements and the auditor's report including the appropriateness of accounting policies and underlying estimates;
- d. Review and advise Council with respect to the planning, conduct, and reporting of the annual audit, including but not limited to:
 - 1. Any difficulties encountered, or restriction imposed by management, during the audit;
 - 2. Any significant accounting or financial reporting issue;
 - 3. The auditor's evaluation of the Corporation's system of internal controls, procedures, and documentation; and
 - 4. The post audit or management letter containing any findings or recommendation of the external auditor, including management's response thereto, and the subsequent follow-up to any identified internal control weaknesses; and any other matters the external auditor brings to the Committee's attention; and
- e. Meet periodically, and at least annually, with the external auditor without management present.

iv. Other

- a. Review insurance coverage of significant risks and uncertainties;
- b. Review material litigation and its impact on financial reporting; and
- c. review the terms of reference for the Committee annually and make recommendations to Council, as required.

B. Accountability

The Committee shall report its discussions to Council, by distributing the minutes of its meetings and where appropriate, by oral report at the next Council meeting.

C. Committee Timetable

The timetable, to follow, outlines the Committee's schedule of activities.

Activity	Who	When
• Review material litigation and its impact on financial reporting	• AFSC • Council	• November
• Review the annual external audit plan	• AFSC	• November
• Review annual financial statements	• AFSC • Council	• May
• Review financial content of annual report	• AFSC	• May
• Review and recommend engagement of the external auditor	• AFSC • Council	• May
• Monitor compliance with Levels of Financial Authority	• AFSC	• May
• Monitor compliance with statutory and regulatory obligations	• AFSC	• May
• Review risk management controls and policies	• AFSC	• May
• Review information and internal control systems	• AFSC	• May
• Review insurance coverage of significant risks and uncertainties	• AFSC • Council	• November
• Review terms of reference for the Committee	• AFSC • GSC • Council	• November

Appendix C: Terms of Reference for the Human Resources Standing Committee

A. Purpose

The purpose of the Human Resources Standing Committee (HRSC) is to assist Council in fulfilling its obligations relating to human resource and compensation matters, including the establishment and maintenance of a plan for continuity and development of senior management.

B. Composition

- i. The HRSC shall be comprised of three Councillors, and one of whom is the Mayor.
- ii. The HRSC shall meet at least three times per year, with additional meetings at the discretion of the Committee Chair.
- iii. Committee members shall be appointed by the Mayor.
- iv. The chair of the Committee shall be appointed by the Mayor.

C. Duties and Responsibilities

The HRSC will:

- i. Recommend a performance evaluation process for the Chief Executive Officer and, when approved, ensure the process is implemented.
- ii. Review and recommend the compensation policy and guidelines for the Corporation.
- iii. Review with the CAO, hiring and dismissal decisions concerning senior management.
- iv. Review annually the CAO's succession plans for senior management, including specific development plans and career planning for potential successors.
- v. Review with the CAO his or hers proposed major changes in the management organizational structure.
- vi. Review with the CAO any significant outside commitments

that the CAO is considering before the commitment is made. This includes commitments to act as a director or trustee of for-profit and not-for-profit organizations.

- vii. Review and recommend to Council the annual compensation package for the CAO.
- viii. Review annually the Committee's term of reference and recommend changes if necessary.

D. Accountability

The HRSC shall report its discussions to Council by distributing the minutes of its meetings and where appropriate by oral report at the next Council Meeting.

E. Committee Timetable

The timetable below outlines the Committee's schedule of activities:

Activity	Who	When
<ul style="list-style-type: none"> Review succession plans for senior management 	<ul style="list-style-type: none"> HRSC CAO 	<ul style="list-style-type: none"> February
<ul style="list-style-type: none"> CAO Performance Evaluation 	<ul style="list-style-type: none"> HRSC CAO Council 	<ul style="list-style-type: none"> February - March (CAO Evaluation Process)
<ul style="list-style-type: none"> Review compensation policy and guidelines 	<ul style="list-style-type: none"> HRSC CAO Council 	<ul style="list-style-type: none"> September
<ul style="list-style-type: none"> Review CAO's compensation package 	<ul style="list-style-type: none"> HRSC CAO Council 	<ul style="list-style-type: none"> October
<ul style="list-style-type: none"> Review HRSC terms of reference 	<ul style="list-style-type: none"> HRSC GESC Council 	<ul style="list-style-type: none"> October

Appendix D: Council Evaluation Questionnaire

The Questionnaire provides an opportunity for Council to personally reflect on the performance of Council as a whole as it relates to governance.

The Questionnaire is divided into two sections:

- Section 1 - Questions Regarding Characteristics of a High Performing Council as Outlined in the Governance Manual
- Section 2 – General Questions Related to Council's Effectiveness and Performance

Section #1: Questions Regarding Characteristics of a High Performing Council as Outlined in the Governance Manual

This section of the Questionnaire provides an opportunity for Council to dig deeper and personally reflect on the performance of Council as a whole. The questions are based on the characteristics of a high performance Council as outlined in the Manual.

All of the questions in this section are agree/disagree questions on a sliding scale. Also included is a "don't know" box and a comments section.

The scale below will follow each question:

1.....2.....3.....4.....5
<i>strongly disagree</i> <i>neutral</i> <i>strongly agree</i>
<input type="radio"/> <i>or don't know</i>
Comments:

Questions:

1. All Councillors recognize their primary obligations are to provide advice and counsel to RMOW management and to monitor management and organizational performance, not to manage the organization.
2. All Councillors place the interests of the organization above any representative or constituent interests they may hold.
3. The Council has the tools and knowledge to effectively monitor and understand the organization's performance.
4. Councillors have a solid understanding of:
 - (a) the ongoing operation and function of the organization;
 - (b) the context of municipal government including the powers and limits of municipal government and the importance of advocacy with the Province;
 - (c) the political and social environment in which the organization operates.
5. Councillors receive information on a regular basis about the organization's:
 - (a) financial performance; and
 - (b) non-financial performance and activities.
6. The Council is regularly exposed to the senior management team and key managers during meetings and workshops.
7. The Council annually:
 - (a) Approves the corporate strategic objectives (Corporate Plan);
 - (b) Provides input and advice prior to the finalization of the Corporate Plan.

community trends and progress.

18. New and innovative ideas are heard with openness and divergent opinions are respected.

19. Council decisions are supported once they are made even when not everyone agreed with them.

20. Council maintains the confidentiality of Closed Council discussion and decisions.

21. Overall, Council is effective.

22. Are there areas of improvement for Council that you consider a priority? Please expand.

Comment:

Appendix E: Terms of Reference for the CAO

A. Role of the Chief Administrative Officer

The Chief Administrative Officer of the Resort Municipality of Whistler is responsible for managing the affairs of the organization in accordance with the policies and programs approved by Council.

The Chief Administrative Officer, under the direction of Council and in accordance with the Community Charter, relevant statutes, bylaws, and resolutions, maintains overall responsibility for effective and efficient coordination, directions and control of all financial and general administrative affairs and operations of the Municipality.

This position is responsible for providing leadership and guidance to Council and staff in the development and implementation of strategies, policies and programs that meet the needs of the resort community.

The Chief Administrative Officer plays a role within the SLRD on strategic issues affecting the Region and the Municipality.

B. Environment and Scope

This position reports to Mayor and Council, and provides leadership for the organization through visioning, strategic planning, and special projects. This position refers to and/or consults with the Deputy Administrator and contributes as a member of the leadership team in the communication of municipal corporate objectives and adherence to the business plan.

The Chief Administrative Officer directly oversees the Deputy Administrator and provides guidance to the General Managers.

This position is challenged to develop and implement a plan to ensure the acquisition and effective management of the fiscal, physical, and human resources required by the Municipality to fulfill its mandate.

This position also assists Council by guiding, mentoring and educating Council and individual members as well as assisting the Council's Standing and Ad Hoc Committees to

carry out their duties and responsibilities.

C. Major Duties and Responsibilities

i. Advice and Support to Council

- a. Provide advice and support to Mayor and Council by recommending policies, programs, and services designed to meet the needs of the resort community, consistent with the strategic plan.
- b. Inform the Mayor and Council of issues and developments of an operational or political nature that relate to the interests of the Municipality.
- c. Provide advice to Council by recommending solutions to community issues and strategies for developing positive relationships with the community, resort partners, and other levels of government.

ii. Strategic Plan

- a. Coordinate the development of strategic plans that guide the actions of the municipality, charting the future, identifying critical issues to be addressed and setting annual objectives and strategies.
- b. Develop multi year plans as well as annual work programs.
- c. Guide and support the Deputy Administrator and General Managers in the annual business planning process.
- d. Prepare and present to Council by November 30 each year a draft list of goals and objectives for the organization to achieve over the ensuing twelve months.
- e. Submit to Mayor and Council on a regular basis an analysis of progress towards objectives established in the strategic plan, including rationale for any variances and potential recommendations for appropriate modifications of the plan.

iii. Serve as the principal municipal liaison on external committees, commissions, and boards and with all other levels of government.

- a. Maintain effective contact with municipalities, regional districts, relevant provincial government departments where the interests of the Municipality are affected.
- b. Provide regular updates to Council on the activities of key external committees and commissions.

iv. Municipal Operations

- a. Develop and maintain an effective organizational structure that reflects the operational needs.
- b. Carry out periodic reviews of the organization structure and staff evaluations to ensure attainment of Council's objectives.
- c. Monitor emerging issues and trends to assess the potential impact on the Municipality.

v. Leadership

- a. Provide leadership to the employees of the Municipality in order to capitalize on their full potential.

- b. Communicates the vision, values, and strategic direction of the Municipality to all employees so as to create an understanding of each individual's role in accomplishing Council's goals and objectives.
- c. Ensure the staff are committed to providing a high level of public service, creating a climate that supports a continual search for new and more effective approaches to fulfilling the Municipality's mandate.

v. Human Resources and Labour Relations

- a. Recommend for consideration of Council the appointment, promotion, demotion, suspension and dismissal of Officers of the Municipality, subject to the provisions of applicable legislation and bylaws.
- b. Recommend for approval of Council corporate compensation policies.
- c. Prepare succession plans for all direct reports.

vi. Financial and Administrative Management

Ensures effective financial and administrative systems are in place, which maximize the effectiveness of resource utilization within the objectives, policies, plans, and budgets established by Council.

Appendix F: Characteristics of a High Performance/High Value Council

1. Councillors recognize their primary obligations are to provide advice and counsel to management and to monitor management, and organization performance, not to manage the organization.
2. Councillors place the interests of the organization above any representative or constituent interests they may hold.
3. The Council has the tools and knowledge to effectively monitor the organization's performance.
4. Councillors have a solid understanding of:
 - a) the organization;
 - b) the industry environment; and
 - c) the political and social environment in which the organization operates.
5. Councillors receive information on a regular basis about the organization's:
 - a) financial performance; and
 - b) non-financial performance.
6. The Council is regularly exposed to the senior management team and key managers on a formal and informal basis.
7. The Council annually approves:
 - a) the strategic objectives; and
 - b) has the opportunity to work with management to provide input and advice prior to their finalization.
8. The Council annually approves the organization's operating and capital plans.
9. There are clear terms of reference for:
 - a) the Council;
 - b) the Mayor;
 - c) the CAO;
 - d) the Committees; and
 - e) an individual Councillor.
10. There is:
 - a) an annual comprehensive CAO evaluation process;
 - b) involves input from each Councillor and the CAO.
11. The Council reviews and approves the compensation plan for:
 - a) the CAO; and
 - b) the senior management reporting to the CAO.
12. The Council annually reviews and approves succession plans for:
 - a) the CAO; and
 - b) the senior management team report to the CAO.
13. There are mechanisms in place that allow the Council to act independently of the CAO as necessary.
14. There is an annual review process for the evaluation of:
 - a) the performance of the Council as a whole;
 - b) the performance of committees, and

- c) the performance of individual Councillors.
- 15. The Councillors communicate freely with one another – with and without management.
- 16. Councillors:
 - a) understand their common objectives;
 - b) are willing to dedicate the time to accomplish them; and
 - c) Commit to acting in a respectful manner towards one another.
- 17. There is a clear and well communicated set of Council guidelines or operating procedures to which the Council is committed.
- 18. The Council and CAO have mutual respect and an effective open relationship.



COUNCIL POLICY

POLICY NUMBER:	A-30	DATE OF RESOLUTION:	JUNE 19, 2018
COUNCIL REMUNERATION			

1.0 Scope of Policy

This policy establishes the amount of remuneration to be paid to each Council member for the discharge of the duties of office.

2.0 Remuneration

2.1 Effective August 23, 2011, Council remuneration shall be determined as the average of six municipalities chosen on the following comparables: daily population, annual budget and employee count. These municipalities include:

- City of North Vancouver
- City of Port Moody
- City White Rock
- District of Maple Ridge
- City of Langley
- City of Port Coquitlam

3.0 Annual Increases

3.1 Effective January 1 of each year the annual remuneration to Council will change by the percentage change of the CPI for Vancouver over the 12-month period (August to August) of the previous year. This allows any change in the remuneration to be factored into the fall budget process.

4.0 Review of Council Remuneration

4.1 Council remuneration will be reviewed every four (4) years, during the last year of the term of each Council and determined as the average of six municipalities chosen on the following comparables: daily population, annual budget and employee count. These Municipalities are The City of North Vancouver, City of Port Moody, City White Rock, District of Maple Ridge, City of Langley and City of Port Coquitlam. Adjustments to the Council remuneration will be brought forward to the second Regular Meeting in June of that year and will be effective January 1 of the new election term.

- 4.2 In 2019, a one time increase in Council Remuneration will be introduced to compensate for the tax effect of the removal of the one-third non-accountable allowance by the Federal Government. Mayor remuneration will increase from \$86,739 in 2018 to \$97,310 in 2019. Council remuneration will increase from \$35,072 in 2018 to \$38,178 in 2019.
- 4.3 In 2020, Council remuneration will be reviewed and determined as the average of the six comparable municipalities (as per section 4.1) after the comparison municipalities have determined their remuneration to compensate for the tax effect of the removal of the one-third non-accountable allowance.

5.0 Group Insurance Program

- 5.1 Council members are eligible to participate in the Municipally-administered Group Insurance Program with all premiums paid for by the RMOW. All Council Members must sign up for a minimum of Group Life and Accidental Death and Dismemberment.

6.0 Expenses incurred while conducting RMOW business activities

- 6.1 If Council incur expenses while conducting RMOW business activities, the Council member is entitled to reimbursement in accordance with Council Policy A-36: Council Travel and Expense Reimbursement Policy (subject to that policy being amended or revised by Council from time to time).

7.0 Payment Schedule

- 7.1 The remuneration payable to the Council members will be paid bi-weekly on corporate paydays.

8.0 Ceasing to Hold Office

- 8.1 If a Council member should cease to hold office by reason of failure to be re-elected, death, resignation or otherwise, the remuneration payable to that Council member will cease at the end of the month during which the Council member ceased to hold office.

9.0 Reduction of Remuneration for Code of Conduct Breach

9.1 Subject to section 9.2, where a member of Council has been found by the Investigator to have breached the "Code of Conduct Bylaw No. 2397, 2023", as amended from time to time, or where a member of Council has been found by the Investigator to have submitted a complaint thereunder that is frivolous, vexatious, or made in bad faith, the remuneration to which the member of Council would otherwise entitled under this Policy shall be reduced as follows:

9.1.1 where the member of Council has been found to have breached the Bylaw for the first time, the remuneration to which the member of Council would otherwise be entitled to under this Policy shall be

reduced by 10% for a period of 12 months from the date on which Council considers the Investigator's report;

9.1.2 where the member of Council has been found to have breached the Bylaw for a second time, the remuneration to which the member of Council would otherwise be entitled to under this Policy shall be reduced by 15% for a period of 12 months from the date on which Council considers the Investigator's report relating to that offence;

9.1.3 where the member of Council has been found to have breached the Bylaw for a third or subsequent time, the remuneration to which the member of Council would otherwise be entitled to under this Policy shall be reduced by 25% for a period of 12 months from the date on which Council considers the Investigator's report relating to that offence;

9.1.4 for certainty, where a member of Council has been found to have breached the Bylaw more than once in a 12-month period, the reductions in the remuneration to which the member of Council would otherwise be entitled under this Policy shall be cumulative for any period of overlap in the duration of each reduction (for example, if a member of Council is found to have first breached the Bylaw on January 1 of a calendar year, and is subsequently found to have breached the Bylaw again on July 1 of that year, the remuneration to which the member of Council would otherwise be entitled shall be reduced by 10% from January 1 to June 30 of that year, by 25% from July 1 to December 31 of that year, by 15% from January 1 to June 30 of the following year, and thereafter be fully reinstated).

9.2 Section 9.1 does not apply if, pursuant to section 83 of the "Code of Conduct Bylaw No. 2397, 2023", as amended from time to time, the Investigator has determined that: (a) the member of Council took all reasonable steps to prevent the breach; (b) the breach was trivial or inadvertent; or (c) the breach was because of an error in judgment made in good faith.

9.3 If a Council member's remuneration will be reduced in accordance with section 9.1, the Corporate Officer will notify the Director of Human Resources following Council's consideration of the Investigator's report.

Certified Correct:

Brooke Browning
Corporate Officer

Appendixes

Appendix A :Code of Conduct and Conflict of Interest Guidelines for Councillors

A. Purpose

The commitment of the Resort Municipality of Whistler (the Corporation) is to excellent local government by engaging in relationships that:

- i. Are ethical and transparent;
- ii. Will withstand the highest degree of public scrutiny; and
- iii. Will assure public confidence in the Corporation and the process(es) by which it will achieve its vision.

This commitment requires that the affairs of the Corporation be managed in an environment that ensures stringent standards of ethical behaviour, demonstrating honesty, integrity, and fairness in everything we do.

The purpose of this guideline is to establish standards of conduct expected and required of all Councillors of the Corporation, consistent with this overriding commitment.

The following standards are not intended to be exhaustive. If questions arise, they should be settled in accordance with the general principles in this document, the exercise of sound business and ethical judgment, and consultation with the Chair of the Governance Ethics Committee and CAO.

These standards consist of principles, duties, ethical and conflict of interest standards, and requirements for implementation. All of these elements are of equal importance.

B. Standards of Conduct Imposed By Law

Standards of conduct and duties of Councillors emanate from common law obligations and the Community Charter. In general, these duties can be described as follows:

- i. Duty of Loyalty

A Councillor must act in what they believe to be the best interests of the Corporation as a whole so as to preserve its assets, further its business and promote the purposes for which it was formed, and in such a manner as a faithful, careful, and ordinarily skilled

Councillor would act in the circumstances.

A Councillor must avoid situations where the Councillor could personally gain or profit from the Corporation, appropriate a business opportunity of the Corporation, or otherwise put themselves in a position of conflict, real or apparent, between their own private interests and the best interests of the Corporation.

(Please Note: A private interest is not limited to a pecuniary or economic advantage and can include any real or tangible interest that personally benefits the Councillor, a member of their household, or an organization with which the Councillor is affiliated. A private interest does not include an interest that applies to the general public or affects an individual as one of a broad class of the public. An apparent conflict exists when there is a reasonable perception, which a reasonably well informed person could have that a Councillor's ability to exercise his duty was or will be affected by the Councillor's private interest.

A Councillor must maintain the confidentiality of information received by themselves in their capacity as a Councillor.

ii. Duty of Care

Councillors owe a duty of care to the Corporation and must exercise the degree of skill and diligence expected from an ordinary person of his or her knowledge and experience. This means:

- a. The standard of behaviour expected of a Councillor will depend upon the particular skills or experience that the Councillor brings to the Corporation in relation to the particular matters under consideration.
- b. The Councillor must be proactive in the performance of his or her duties by:
 - 1. Attending meetings
 - 2. Participating in a meaningful way; and
 - 3. Being vigilant to ensure the Corporation is being properly managed and is complying with laws affecting the Corporation.
- c. In fulfilling their duty of care, Councillors have a responsibility to the Corporation to ensure that systems are in

place to provide Councillors with the information they need to make informed decisions.

iii. Duty to Disclose

The duty of loyalty requires a Councillor to avoid situations that place them in a position of conflict, real or perceived, between their private interests and the interests of the Corporation. However, if a conflict of interest should arise, a Councillor has a duty to disclose fully and properly the nature and extent of the interest to the Mayor and CAO and to declare the general nature of any direct or indirect pecuniary or other interest in a matter at a Council or Committee meeting before participating in respect of the matter and leave the meeting during consideration of the matter.

iv. Other Duties

Federal and provincial legislation extends to Councillors for various actions or omissions (e.g. environmental protection legislation). Councillors should be familiar with the relevant legislation applicable to the Corporation and Corporation Officials and should be satisfied that appropriate safeguards are in place to ensure the Corporation's compliance with the legislation.

C. Appropriate Conduct

i. Avoid Conflict of Interest

- a. Councillors shall avoid situations a) that may result in a conflict or perceived conflict between their personal interests and the interest of the Corporation, and b) where their actions as Councillors are influenced or perceived to be influenced by their personal interests.
- b. In general, a direct or indirect pecuniary interest exists for Councillors who use their position as elected officials to benefit themselves, friends or families. As well, a common law conflict of interest or bias may exist when Councillors consider matters at Council or Committee Meetings.
- c. Full disclosure enables Councillors to resolve unclear situations and gives an opportunity to address conflicting interests before any difficulty arises.

ii. Compliance with the Law

- a. Each Councillor must at all times fully comply with

applicable law and should avoid any situation, which could be perceived as improper or unethical. As well, a Councillor should avoid displaying a cavalier attitude toward compliance with the law.

- b. Councillors are expected to be sufficiently familiar with any legislation and bylaws that apply to their position as members of Council and to recognize potential liabilities, seeking legal advice where appropriate.

iii. Corporate Information and Opportunities

- a. Each Councillor shall ensure that the confidentiality of confidential information is maintained.
- b. A Councillor must not engage in any financial transactions, contracts, or private arrangements for personal profit, which accrue from or are based upon confidential or non-public information, which the Councillor gains by reason of their position as a Councillor.
- c. Confidential information that Councillors receive through their office must not be divulged to anyone other than persons who are authorized by Council to receive the information. A Councillor must not use information that is gained due to his or her position or authority, which is not available to the general public, in order to further the Councillor's private interest. Councillors must also not offer such information to spouses, associates, immediate family, friends, or persons with whom the Councillor is connected by frequent or close association.

iv. Preferential Treatment

Councillors must not act in their official role to assist organizations in their dealings with the Corporation if this may result in preferential treatment to that organization or person.

v. Corporate Property

Councillors must not use corporate property to pursue their private interests or the interests of their spouse, their minor children, or a private corporation controlled by any of these individuals. Corporate property includes real and tangible items such as land, buildings, furniture, fixtures, equipment, and vehicles and also includes intangible items such as data, computer systems, reports,

information, proprietary rights, patents, trademarks, copyrights, logos, name, and reputation.

vi. Gifts, Benefits, and Entertainment

- a. Councillors must not solicit or accept benefits, entertainment, or gifts in any way related to the Councillor's duties or responsibilities with the Corporation.
- b. A Councillor generally may only accept gifts, hospitality, or other benefits associated with their official duties and responsibilities if such gifts, hospitality or other benefits:
 - 1. Are received as an incident of the protocol or social obligation that normally accompany the responsibilities of office;
 - 2. Are a lawful representation,;
 - 3. Are a lawful campaign contribution; and
 - 4. Subject to the requirement to disclose permitted gifts worth more than \$250 each or \$250 accumulated during a 12 month period.
- c. Any other benefit should be returned to the person offering it as soon as practicable. If there is no opportunity to return an improper gift or benefit, or where the return may be perceived as offensive for cultural or other reasons, the gift must immediately be disclosed and turned over to the Mayor who will make a suitable disposition of the item.
- d. Councillors will comply with all laws relevant to their conduct in relation to Corporation activities. These laws include, without limiting the generality of the foregoing, the Community Charter, Criminal Code and the Competition Act.

vii. Working Relationships

Councillors and individuals who are direct relatives or who permanently reside together may be employed or hold office but Council must ensure that sufficient safeguards are in place to ensure that the Corporation's interests are not compromised.

viii. Allegations of Wrongdoing

- a. Councillors have a duty to report any activity which:

1. They believe contravenes the law;
 2. Represents a real or apparent conflict of interest, a breach of these standards, or a breach of the Corporation's Code of Conduct;
 3. Represents a misuse of Corporation funds or assets; or
 4. Represents a danger to public health, safety, or the environment.
- b. The Corporation will treat any reports of wrongdoing in confidence unless disclosure of the information is authorized and permitted by law. Councillors will not be subject to discipline or reprisals for bringing forward, in good faith, allegations of wrongdoing

D. Implementation

i. Administration and Enforcement of the Code of Conduct and Conflict of Interest Guidelines

The Corporation has designated the Manager of Legislative Services as responsible for the administration and monitoring of these guidelines. They have the responsibility to:

- a. Act as a resource to provide central responsibility for administering this Code of Conduct and Conflict of Interest Guidelines; and
- b. Monitor the degree of compliance with these guidelines and report thereon to the Governance and Ethics Committee.

The Chair of the Governance and Ethics Committee and Manager of Legislative Services will ensure Councillors receive appropriate guidance and training on ethical subjects, as well as the content and meaning of these guidelines.

ii. Reporting an Alleged Breach

- a. A Councillor shall report an alleged breach of these guidelines first to the Governance and Ethics Committee, with a copy to the Manager of Legislative Services.
- b. The role of the Governance and Ethics Committee will be to:

1. Ensure a copy of the report is immediately provided to the Councillor who is the subject of the report, with an invitation to provide a response;
2. Review the documents which describe the report and response;
3. Identify the issues which are raised in these documents;
4. In conjunction with management, facilitate an opportunity for cooperative dialogue among management, the Councillor(s) who has lodged the report and the Councillor(s) who is the subject of the report in an effort to satisfactorily resolve the matter; or alternatively, reach a common understanding of the facts; narrow and define the unresolved issues, and refer them, together with specific questions to the Ethics Commissioner for adjudication and response.
5. The Ethics Commissioner may inspect documents and interview individuals regarding matters, which, in their discretion, are or may be relevant to a report of an alleged breach of these Guidelines.
6. The Ethics Commissioner shall submit their conclusions regarding the alleged breach of these Guidelines with recommendations as to the appropriate course of action to the Chair of the Governance and Ethics Committee who will, in turn, refer such report and recommendations to the next meeting of Council.
7. Time will always be of the essence in dealing with any report of an alleged breach of these Guidelines.

iii. Disclosure of Interests

The following outlines the procedures for disclosure of interests by Councillors:

- a. Completion, upon election as a Councillor, and annually thereafter, of a formal written declaration of interests of the Councillor. Such interests should include all corporations or other legal entities of which such Councillor is an officer, a director, a significant investor, or is in some manner able to exercise, directly or indirectly, influence over the affairs of

such entity. Indirect influence includes, in this context, influence through the Councillor's spouse, a member of their household or a private corporation controlled by any of these individuals;

- b. Supplementary written declarations of interest by Councillors when and if they have a change in their circumstances;
- c. In the case where a real or apparent conflict of interest arises that has not previously been realized or disclosed in the Councillor's written declaration of interests, the legal requirement is that the Councillor declare the conflict at the meeting of Council at which the question of entering into the contract is first taken into consideration, or if the Councillor is not at the date of that meeting interested in the proposed contract, at the next meeting of the Council after they becomes so interested, and in a case where the Councillor becomes interested in a contract after it is made, the declaration is to be made at the first meeting of Council held after the Councillor becomes so interested.
- d. The Municipal Clerk will ensure declarations of interest and/or declared conflicts of interest are shared with all members of Council and that they are regarded as confidential to the extent they contain personal information provided by Councillors.

It is understood and agreed that completion and delivery by a Councillor of the formal written declaration of interests described herein is intended to assist the Councillor in carrying out their obligation to disclose a real or apparent conflict of interest. However, it does not relieve the Councillor from their personal legal obligations to disclose and remedy a specific conflict and potential consequences or sanctions for breach thereof.

- e. Compliance with the Financial Disclosure Act.
- iv. Actions where a Councillor Identifies a Conflict of Interest Involving Themselves**
- a. The minimum first step is to ensure the interest has been disclosed fully and properly to Council in accordance with section D. ii. above;
 - b. If the conflict of interest is one that involves a contract for

pecuniary gain with the Corporation that is subject to the procedure set forth in Section D. iii. c. above, then the Councillor must notify management and/or the Mayor, and, if the contract is approved by Council, submit their resignation forthwith;

- c. If the conflict of interest is not one that requires the Councillor to resign and they are present at a meeting considering the matter, then the Councillor will:
 - 1. Disclose the conflict and the general nature of their interest and/or remind the meeting participants of their previous disclosure of the interest;
 - 2. Withdraw from deliberations or debates, avoid giving recommendations or advice or in any way assuming responsibility for or participation in the decision-making relating to the matter;
 - 3. Remove themselves, for the period of time during which the matter is being discussed and decided, from the meeting room; and
 - 4. Abstain from voting on the matter.

v. Consequences/Sanctions for a Breach

In the event of a breach of these Guidelines, appropriate actions should reflect the nature, magnitude, and seriousness of the breach. The Ethics Commissioner will recommend appropriate action for approval by Council.

The following are examples of consequences a Councillor may face if found to be in breach of these Guidelines:

- a. The Councillor may be required to make full restitution to the Corporation;
- b. The Councillor may be offered the opportunity to resign their position with the Corporation;
- c. The Corporation or member of the public may consider taking legal action against the Councillor to recover moneys or to disqualify the Councillor;
- d. Council or the Mayor may remove the Councillor from a Committee or Acting Mayor duties; and

e. The council may pass or motion of censure.

The foregoing is not an exhaustive list and does not preclude any other sanctions or courses of action that might be available.



**SPECIAL CLOSED MEETING OF COUNCIL
RESORT MUNICIPALITY OF WHISTLER
MINUTES**

Tuesday, May 30, 2023, 9:00 a.m.
Alta Vista Works Yard
3000 Highway 99

PRESENT: Mayor J. Crompton
Councillor A. De Jong
Councillor J. Ford
Councillor R. Forsyth
Councillor C. Jewett
Councillor J. Morden
Councillor J. Murl

STAFF PRESENT: Chief Administrative Officer, V. Cullen
General Manager of Corporate Services and Public Safety, T. Battiston
General Manager of Infrastructure Services, J. Hallisey
General Manager of Climate Action, Planning and Development Services, D. Mikkelsen
General Manager of Community Engagement and Cultural Services, K. Elliott
Director of Human Resources, D. Wood
Manager of Legislative Services/ Corporate Officer, P. Lysaght
Special Legal Projects, Brooke Browning
Legislative Services, Admin. Assistant, Pilar Mendieta

OTHERS: Young Anderson Partner, Reece Harding

1. CALL TO ORDER

Mayor J. Crompton recognized The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lílwat People, known in their language as Lílwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. RESOLUTIONS TO CONDUCT THE SPECIAL MEETING OF COUNCIL "CLOSED"

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

That the remainder of this Meeting is to be closed; and,

May 30, 2023

That Council conduct the Special Meeting of Council closed to the public in accordance with the *Community Charter* section:

- 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

3. PURPOSE OF THE MEETING

In general terms the purpose of this Special Closed Meeting of Council is for Council to receive legal advice on the Code of Conduct project.

4. ADOPTION OF AGENDA

Moved By Councillor J. Ford

Seconded By Councillor J. Morden

That Council adopt the Special Closed Council Meeting agenda of May 30, 2023.

CARRIED

5. VERBAL REPORTS

A presentation was led by Young Anderson Partner, Reece Harding.

The purpose of this item being on the Closed Council agenda is in accordance with section 90(1)(i) of the Community Charter.

Moved By Councillor J. Muri

Seconded By Councillor J. Morden

That Council direct staff to continue updating the Resort Municipality of Whistler's Code of Conduct (Code) to include the direction received on the ten questions posed by R. Harding as follows:

1. **APPLICATION** – Who will the Code apply to and who can engage the Code's complaint process?

- The Code will apply to Council Members;
- Council Members and staff, including officers, can engage the Code's complaint process; and
- Committee Members will be expected to agree to the Code requirements through a separate policy document.

2. **SCOPE OF SUBSTANTIVE PROVISIONS** – What kind of behaviour will the Code cover and how broad will these substantive provisions be?

- The scope of provisions will be robust and broad; and

May 30, 2023

- This will cover core ethical conduct (including disqualifiable conduct) and interpersonal provisions.
3. **INFORMAL RESOLUTION** – Will the informal resolution procedures be a necessary precondition, where appropriate, before a formal investigation?
- Yes, it will be the "preferred primary path."
4. **NEUTRAL THIRD PARTY** – Who will be responsible for the initial intake of complaints and for administering and conducting investigations?
- The CAO will be given discretion to either perform the initial intake of complaints or determine that the complaint be referred to a third-party for preliminary assessment.
 - There will be a pre-qualified group of third-party investigators available when needed to administer and conduct investigations.
5. **INVESTIGATOR POWERS/ABILITIES** – What will the investigator's summary dismissal and fact-finding abilities be?
- The Code will incorporate robust provisions to allow the investigator to conduct preliminary assessments and summarily dismiss complaints.
6. **TIMELINES** – What will the limitation period be for making a complaint and will there be a timeline within which the complaint process must be completed?
- The Code will include a 60-day period to submit complaints.
 - The Code will include a 90-day period to process complaints, with the ability for the investigator to extend that timeline.
7. **COMPLAINT WITHDRAWAL** – What happens if the Complainant withdraws their complaint?
- This question was not discussed by Council.
8. **COMPLAINT MORATORIUM** – Is a complaint moratorium during or close to elections needed?
- Yes, the Code will include a complaint moratorium from the first day of the nomination period to General Voting Day.
9. **TRANSPARENCY** – What information will be made public?
- The Code will start from a default position of being in open meetings and then only in closed when it needs to be as dictated by the Community Charter.
10. **PENALTIES** – Will the Code provide for a remuneration reduction in the case of a breach?
- Yes, the Code will provide for the reduction to be escalated based on the circumstances (e.g., severity, impact on a third-party, external privacy issues, number of times the Code has been breached by the individual, good faith efforts, minor breaches).

May 30, 2023

11. **INDEMNIFICATION** – Will the Code contain provisions allowing Council to partially or fully indemnify members who are subject to a complaints process?

- Yes, this will be at the discretion of Council and only for the first complaint.
- There will be a \$10,000 limit to indemnify members subject to a complaints process.

CARRIED



**CLOSED MEETING OF COUNCIL
RESORT MUNICIPALITY OF WHISTLER
MINUTES**

Tuesday, June 20, 2023, 9:00 a.m.
Flute Room at Municipal Hall
4325 Blackcomb Way, Whistler, BC V8E 0X5

PRESENT:

Mayor J. Crompton
Councillor A. De Jong
Councillor J. Ford
Councillor R. Forsyth
Councillor C. Jewett
Councillor J. Morden
Councillor J. Murl

STAFF PRESENT:

Chief Administrative Officer, V. Cullen
General Manager of Corporate Services and Public Safety, T. Battiston
General Manager of Infrastructure Services, J. Hallisey
General Manager of Climate Action, Planning and Development Services, D. Mikkelsen
General Manager of Community Engagement and Cultural Services, K. Elliott
Director of Planning, M. Kirkegaard
Director of Finance, C. Price
Director of Human Resources, D. Wood
Manager of Corporate Projects, M. Comeau
Manager of Legislative Services/ Corporate Officer, P. Lysaght

1. CALL TO ORDER

Mayor J. Crompton recognized The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lilwat People, known in their language as Lilwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. RESOLUTIONS TO CONDUCT THE COUNCIL MEETING "CLOSED"

Moved By Councillor J. Murl

Seconded By Councillor R. Forsyth

That the remainder of this Meeting is to be closed; and

That Council conduct the Meeting closed to the public in accordance with the *Community Charter* sections:

- *90(1)(c) labour relations or other employee relations;*
- *90(1)(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;*
- *90(1)(g) litigation or potential litigation affecting the municipality;*
- *90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;*
- *90(2)(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.*

CARRIED

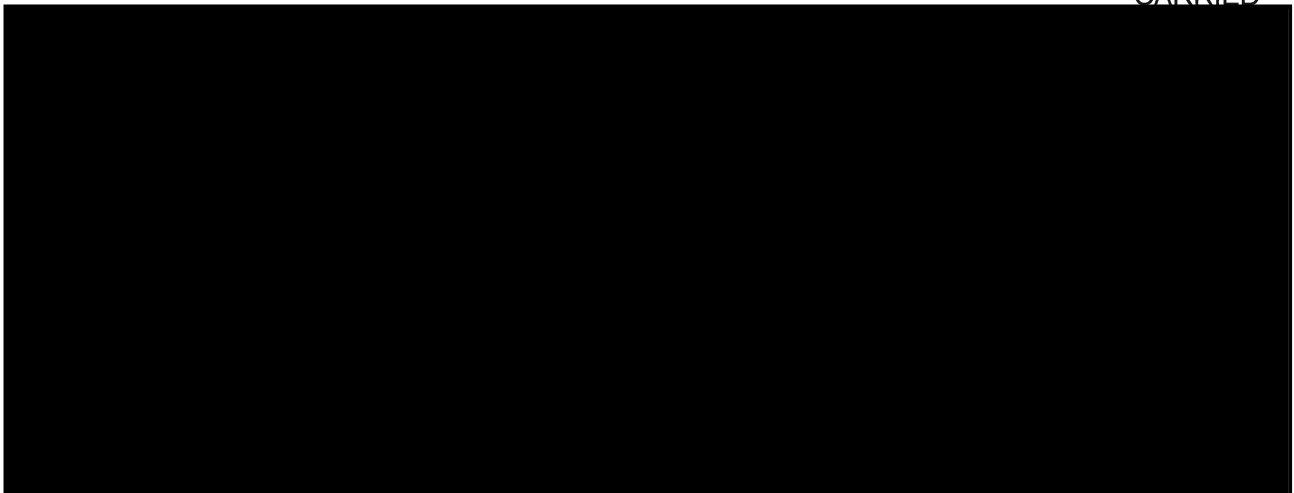
3. ADOPTION OF AGENDA

Moved By Councillor J. Morden

Seconded By Councillor J. Ford

That Council adopt the Closed Council Meeting agenda of June 20, 2023, as amended to add Other Business "Reconsideration of Code of Conduct Resolutions passed at the May 30, 2023 Special Closed Meeting of Council".

CARRIED



7. OTHER BUSINESS

Moved By Mayor J. Crompton

Seconded By Councillor R. Forsyth

That Council reconsider the Code of Conduct resolutions adopted at the May 30, 2023
Closed Council Meeting as soon as convenient.

CARRIED



**SPECIAL CLOSED MEETING OF COUNCIL
RESORT MUNICIPALITY OF WHISTLER
MINUTES**

Tuesday, June 27, 2023, 9:00 a.m.
Remote Meeting via Zoom

PRESENT: Mayor J. Crompton
Councillor A. De Jong
Councillor J. Ford
Councillor R. Forsyth
Councillor J. Morden
Councillor J. Muri

ABSENT: Councillor C. Jewett

STAFF PRESENT: Chief Administrative Officer, V. Cullen
General Manager of Corporate Services and Public Safety, T. Battiston
Director of Human Resources, D. Wood
Manager of Legislative Services/ Corporate Officer, P. Lysaght
Special Legal Projects, Brooke Vagelatos

OTHER: Young Anderson Partner, Reece Harding

1. CALL TO ORDER

Mayor J. Crompton recognized The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lílwat People, known in their language as Lílwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. RESOLUTIONS TO CONDUCT THE SPECIAL MEETING OF COUNCIL "CLOSED"

Moved By Councillor J. Morden

Seconded By Councillor R. Forsyth

That the remainder of this Meeting is to be closed; and,

That Council conduct the Special Meeting of Council closed to the public in accordance with the *Community Charter* section:

- 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

June 27, 2023

3. PURPOSE OF THE MEETING

In general terms the purpose of this Special Closed Meeting of Council is for Council to receive legal advice on the Code of Conduct project.

4. ADOPTION OF AGENDA

Moved By Councillor J. Ford

Seconded By Councillor J. Morden

That Council adopt the Special Closed Council Meeting agenda of June 27, 2023.

CARRIED

5. VERBAL REPORTS

5.1 Reconsideration of Code of Conduct Resolution

Moved By Councillor J. Morden

Seconded By Councillor R. Forsyth

That Council consider each question from the resolution passed at the May 30, 2023 Special Meeting on Code of Conduct separately.

CARRIED

Application

Moved By Councillor R. Forsyth

Seconded By Councillor J. Morden

That Council direct staff to draft the Code of Conduct (Code) such that:

- The Code will apply to Council Members.
- Council Members and staff, including officers, can engage the Code's complaint process.
- Committee Members will be expected to agree to the Code requirements through a separate policy document.

CARRIED

Informal Resolution

Moved By Councillor J. Murl

Seconded By Councillor R. Forsyth

That Council direct staff to draft the Code such that:

June 27, 2023

- Informal resolution will be the "preferred primary path".

CARRIED

Neutral Third Party

Moved By Councillor J. Morden

Seconded By Councillor J. Murl

That Council direct staff to draft the Code such that:

- The CAO will be given discretion to either perform the initial intake of complaints or determine that the complaint be referred to a third-party for preliminary assessment.
- There will be a pre-qualified group of third-party investigators available when needed to administer and conduct investigations.

CARRIED

Investigator Powers/Abilities

Moved By Councillor J. Morden

Seconded By Councillor J. Murl

That Council direct staff to draft the Code such that:

- The Code will incorporate robust provisions to allow the investigator to conduct preliminary assessments and summarily dismiss complaints; and
- The Code will require the investigator to determine whether there is a court with jurisdiction (criminal code, elections act, community charter, etc.) and if so, refer the matter (or complainant) to that court process.

CARRIED

Amendment:

Moved By Mayor J. Crompton

Seconded By Councillor J. Morden

That Council direct staff to draft the Code such that:

- The Code will require the investigator to determine whether there is a court with jurisdiction (criminal code, elections act, community charter, etc.) and if so, refer the matter (or complainant) to that court process.

CARRIED

June 27, 2023

Timelines

Moved By Councillor R. Forsyth

Seconded By Councillor J. Murl

That Council direct staff to draft the Code such that:

- The Code will include a 60-day period to submit complaints.
- The Code will include a 90-day period to process complaints, with the ability for the investigator to extend that timeline.

CARRIED

Complaint Withdrawal

Moved By Councillor J. Murl

Seconded By Councillor R. Forsyth

That Council direct staff to draft the Code such that:

- The Code establish the investigator's authority in the case of a complaint withdrawal, including the ability to close the complaint.

CARRIED

Complaint Moratorium

Moved By Councillor J. Ford

Seconded By Councillor J. Morden

That Council direct staff to draft the Code such that:

- The Code will include a complaint moratorium from the first day of the nomination period to General Voting Day.

CARRIED

Transparency

Moved By Councillor J. Murl

Seconded By Councillor J. Morden

That Council direct staff to draft the Code such that:

- The Code will start from a default position of being in open meetings and then only in closed when it needs to be as dictated by the *Community Charter*.

CARRIED

June 27, 2023

Penalties

Moved By Councillor J. Morden

Seconded By Councillor J. Murl

That Council direct staff to draft the Code such that:

- The Code will provide for the reduction to be escalated based on the circumstances (e.g., severity, impact on a third-party, external privacy issues, number of times the Code has been breached by the individual, good faith efforts, minor breaches).

CARRIED

OPPOSED: (1): Councillor R. Forsyth

Indemnification

Moved By Councillor J. Murl

Seconded By Councillor J. Morden

That Council direct staff to draft the Code such that:

- Indemnity for members subject to a complaints process will be at the discretion of Council and only for the first complaint
- There will be a \$10,000 limit to indemnify members.

CARRIED

Scope of Substantive Provisions and Disqualification Proceedings

Moved By Mayor J. Crompton

Seconded By Councillor R. Forsyth

That Council defer the following resolution to the next convenient Closed Council meeting:

That Council direct staff to draft the Code such that:

- *The scope of provisions will be robust and broad.*
- *This will cover core ethical conduct (including disqualifiable conduct) and interpersonal provisions.*
- *A provision is included to address disqualification proceedings under the Community Charter.*

CARRIED



**CLOSED MEETING OF COUNCIL
RESORT MUNICIPALITY OF WHISTLER
MINUTES**

Tuesday, July 18, 2023, 9:00 a.m.
Flute Room at Municipal Hall
4325 Blackcomb Way, Whistler, BC V8E 0X5

PRESENT:

Mayor J. Crompton
Councillor A. De Jong
Councillor J. Ford
Councillor R. Forsyth
Councillor C. Jewett
Councillor J. Morden
Councillor J. Muri

STAFF PRESENT:

Chief Administrative Officer, V. Cullen
General Manager of Corporate Services and Public Safety, T. Battiston
General Manager of Infrastructure Services, J. Hallisey
General Manager of Climate Action, Planning and Development Services, D. Mikkelsen
General Manager of Community Engagement and Cultural Services, K. Elliott
Director of Planning, M. Kirkegaard
Manager of Communications, J. Smith
Manager of Legislative Services/ Corporate Officer, P. Lysaght
[REDACTED]
Deputy Corporate Officer, C. Hodgson
[REDACTED]
Special Legal Projects, B. Vagelatos

1. CALL TO ORDER

Mayor J. Crompton recognized The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lílwat People, known in their language as Lílwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

July 18, 2023

2. RESOLUTIONS TO CONDUCT THE COUNCIL MEETING "CLOSED"

Moved By Councillor J. Ford

Seconded By Councillor J. Murl

That the remainder of this Meeting is to be closed; and

That Council conduct the Meeting closed to the public in accordance with the *Community Charter* sections:

- 90(1)(c) labour relations or other employee relations;
- 90(1)(g) litigation or potential litigation affecting the municipality;
- 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- 90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

CARRIED

3. ADOPTION OF AGENDA

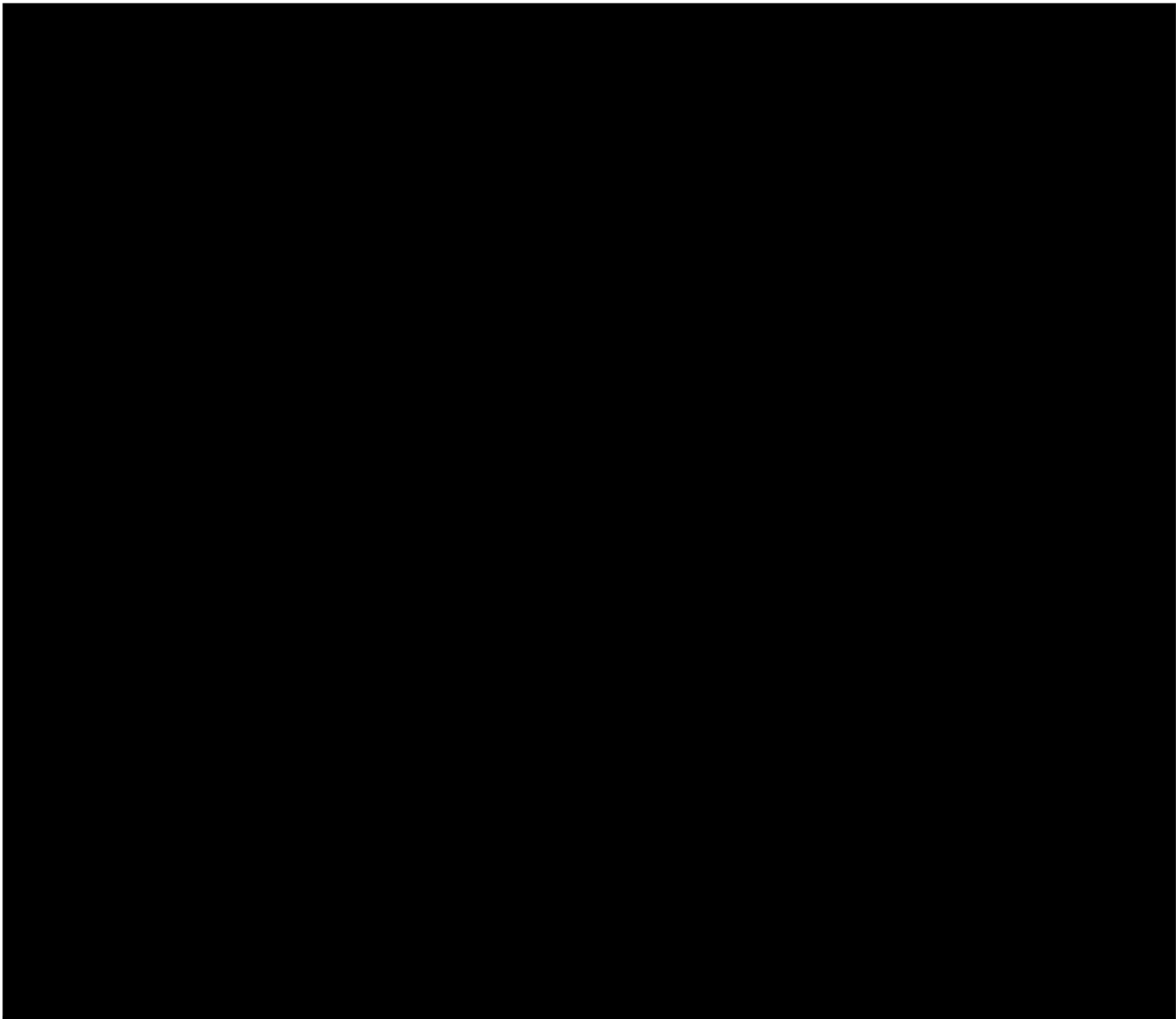
Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

That Council adopt the Closed Council Meeting agenda of July 18, 2023.

CARRIED

July 18, 2023



5.3 Code of Conduct Continuation

A continuation of the reconsideration of the Code of Conduct agenda item from the Special Closed Meeting of June 27, 2023 was concluded.

The purpose of this item being on the Closed Council agenda is in accordance with section 90(1)(i) of the Community Charter.

Moved By Councillor R. Forsyth

Seconded By Councillor J. Morden

That Council direct staff to draft the Code of Conduct such that:

- The scope of provisions will be robust and broad; and,

July 18, 2023

- this will cover core ethical conduct (including disqualifiable conduct) and interpersonal provisions; and further,
- Complaint and resolution procedures apply to all conduct under the Code of Conduct (i.e., there is no separate provision for disqualifiable conduct).

DEFEATED

Moved By Councillor C. Jewett

Seconded By Councillor J. Morden

That Council direct staff to draft the Code of Conduct such that:

- The scope of provisions will be robust and broad; and,
- This will cover core ethical conduct (including disqualifiable conduct) and interpersonal provisions; and further,
- A provision is included to address disqualification proceedings under the *Community Charter*.

DEFEATED

IN FAVOUR: (1): Councillor C. Jewett

OPPOSED: (6): Mayor J. Crompton, Councillor A. De Jong, Councillor J. Ford, Councillor R. Forsyth, Councillor J. Morden, and Councillor J. Muri

Moved By Councillor J. Muri

Seconded By Councillor J. Morden

That Council direct staff to draft the Code of Conduct such that:

- The scope of provisions will not include core ethical conduct (disqualifiable conduct); and,
- It will focus on interpersonal provisions; and further,
- The investigator must reject the complaint, or part of the complaint, if the complaint is with respect to conduct that may subject a member to disqualification pursuant to section 111 of the *Community Charter*.

CARRIED

OPPOSED: (1): Councillor C. Jewett

Moved By Councillor J. Ford

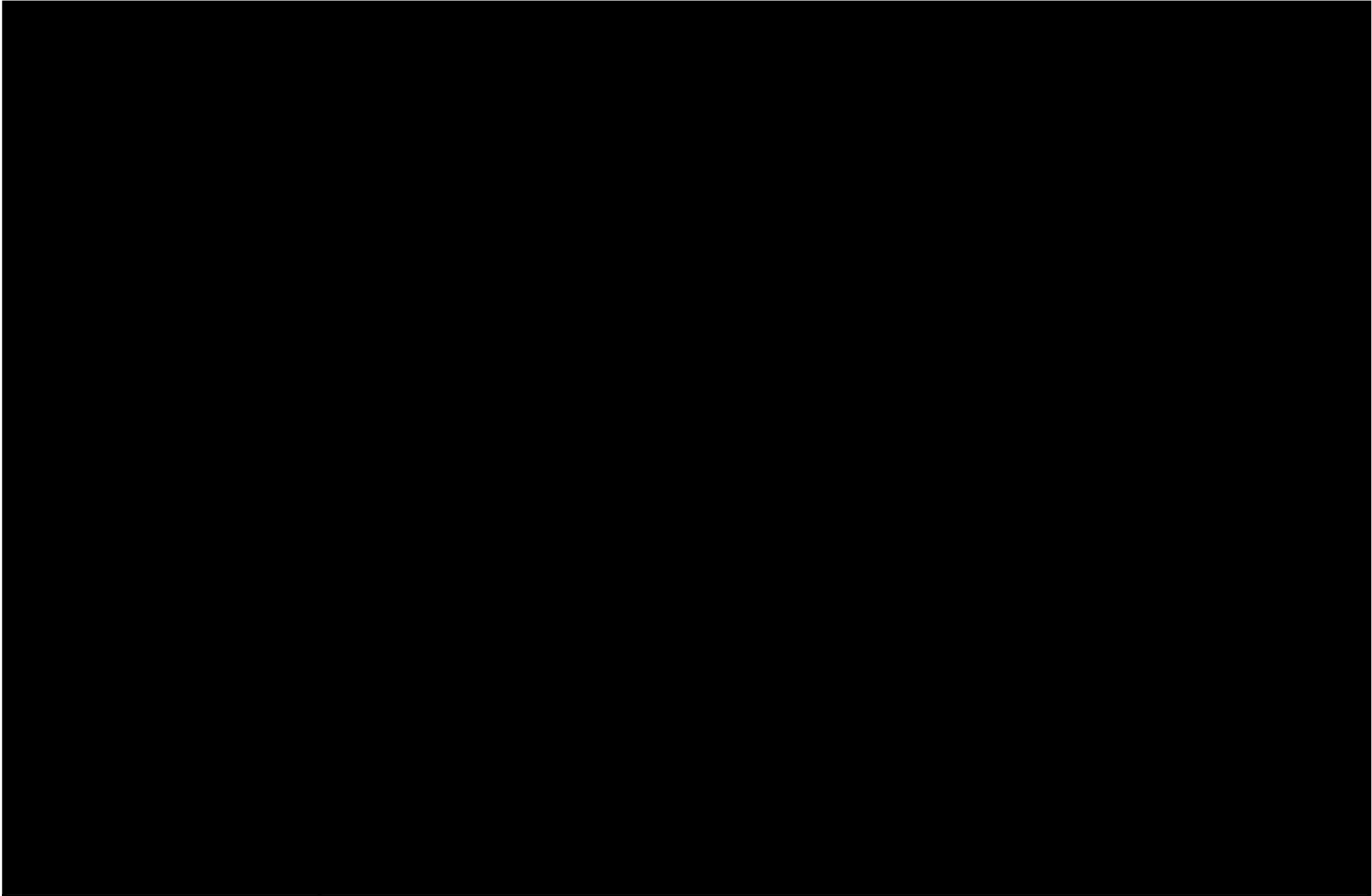
Seconded By Councillor J. Muri

Minutes - Meeting of Closed Council - Resort Municipality of Whistler

July 18, 2023

That Council direct staff to bring a report on the Code of Conduct to a Regular Meeting of Council prior to the end of 2023 and to include Council's resolutions from the Closed Council Meetings on the Code of Conduct in that report.

CARRIED



RESORT MUNICIPALITY OF WHISTLER

CODE OF CONDUCT BYLAW NO. 2397, 2023 (OPTION [AB](#))

A BYLAW TO REGULATE THE CONDUCT FOR COUNCIL MEMBERS

WHEREAS municipalities and their Councils are recognized as an order of government within their jurisdiction that is democratically elected, autonomous, responsible and accountable;

AND WHEREAS Council Members recognize that they hold office for the benefit of the public and that their conduct must adhere to the highest ethical standards, exceeding the minimum obligations required by law, in order to build and inspire the public's trust and confidence in local government;

AND WHEREAS it is to the benefit of the community for Council Members to conduct their business in accordance with the guiding principles of integrity, accountability, respect, leadership and collaboration;

AND WHEREAS a written Code of Conduct demonstrates that Council Members share a common understanding of the ethical obligations which are essential to the fair and effective operation of government;

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

PART 1 – GENERAL

CITATION

1. This Bylaw may be cited for all purposes as "Code of Conduct Bylaw No. 2397, 2023".

DEFINITIONS

2. In this Bylaw:
 - a) "CAO" means the Chief Administrative Officer for the Resort Municipality of Whistler;
 - b) "Committee Member" means a person appointed to a committee, sub-committee, task force, commission, board, or other Council-established body under the *Community Charter* – Part 5, Division 4 – Committees, Commissions and Other bodies, or the *Local Government Act*, but does not include a Council Member;
 - c) "Council Member" means the Mayor and Councillors for the RMOW;
 - d) "FIPPA" means the *Freedom of Information and Protection of Privacy Act*;

- e) “Investigator” means the person appointed to fulfill the duties and responsibilities assigned in Part 3 of this Bylaw;
- f) “RMOW” means the Resort Municipality of Whistler;
- g) “Staff” means an officer or employee of the RMOW, but does not include contractors; and
- h) “Volunteer” means a person serving the RMOW, without compensation, who is not a Council Member, Committee Member or Staff.

FOUNDATIONAL PRINCIPLES

- 3. Council Members must uphold the following principles:
 - a) Openness: Council Members must conduct their duties in an open, transparent, and impartial manner, except where this conflicts with their duties to protect confidential information.
 - b) Fairness: Council Members must consider all issues consistently and fairly, considering all relevant facts, opinions, and analysis of which a Council Member should be reasonably aware.
 - c) Respect: Council Members must have due regard for diverse perspectives and treat members of the public, on another, and Staff with respect, kindness, and dignity.
 - d) Integrity: Council Members are keepers of the public trust and must uphold the highest standards of ethical behaviour. Council Members are expected to act lawfully, be free from undue influence and make decisions that benefit the community.
 - e) Accountability: Council Members are trusted to act competently, diligently, and responsibly. They must be held accountable for their actions and decisions.
 - f) Leadership and Collaboration: Council Members are expected to demonstrate behaviour that builds and inspires public trust and confidence in local government. They will demonstrate and promote these foundational principles and the standards of conduct set out in this Bylaw. Council Members will seek to collaborate whenever possible, working towards a common goal that benefits the community.

PURPOSE AND INTERPRETATION

- 4. This Bylaw sets out the rules Council Members must follow in fulfilling their duties and responsibilities as elected officials, and the powers and procedures of the Investigator in exercising oversight over Council Members.
- 5. The purpose of this Bylaw is not to stifle Council Members or to limit their ability to fully perform the governmental and advocacy functions that their position

entails, with all the vigour, flair and freedom that is typical of a well-functioning democratic institution, but instead to guide Council Members to undertake those functions in a manner that accords with sound ethical principles.

6. Although the preamble and the foundational principles set out above cannot support a stand-alone basis for a complaint, they provide a helpful framework within which to review the actions of Council Members against the substantive provisions of this Bylaw.
7. The provisions of this Bylaw are to be interpreted broadly and in a manner that is consistent with the *Community Charter*.
8. Nothing in this Bylaw is intended to preclude Council Members, prior to the filing of a complaint, from speaking to each other to resolve matters which may otherwise be captured by this Bylaw.
9. As an expression of the standards of conduct for Council Members expected by the RMOW, this Bylaw is intended to be self-enforcing. This Bylaw becomes most effective when Council Members are thoroughly familiar with it and embrace its provisions. For this reason, this Bylaw will be provided as information to all candidates for Council.

APPLICATION

10. This Bylaw applies to all Council Members, inclusive of their actions in their capacity as members of RMOW boards, committees, and other discretionary appointments.
11. Unless otherwise provided, this Bylaw does not apply to a Council Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in RMOW governance.
12. For clarity, the provisions of this Bylaw apply without limitation to a Council Member's use of personal and professional social media accounts.
13. In the event of a conflict between this Bylaw and another RMOW bylaw or policy governing Council Member conduct, this Bylaw prevails.
14. In this Bylaw, a reference to a person who holds an office includes a reference to the persons appointed to act for that person from time to time.

SEVERABILITY

15. If any part of this Bylaw is held invalid or unenforceable by a Court of competent jurisdiction, the invalid part must be severed, and the balance of the Bylaw is not affected.

PART 2 – COUNCIL MEMBER CONDUCT

COMPLY WITH ALL LAWS

16. Council Members shall comply with all applicable federal, provincial and municipal laws in the performance of their public duties, including but not limited to:
- a) the *Local Government Act*;
 - b) the *Community Charter*;
 - c) FIPPA;
 - d) the British Columbia *Human Rights Code*; and
 - e) all bylaws and policies of the RMOW.

GENERAL CONDUCT

17. Council Members shall not harass or defame other Council Members, Committee Members, Staff, or Volunteers.
- a) Harassment includes:
 - i. any conduct that would be contrary to the RMOW's Administrative Procedures F-13: Respectful Workplace and F-5: Prevention of Workplace Harassment, as those Administrative Procedures would apply to Staff;
 - ii. any unwelcome or objectionable conduct or comment that would be considered discriminatory under the British Columbia *Human Rights Code* if the conduct or comment was in respect of any of the following protected characteristics or grounds of discrimination:
 - 1. race,
 - 2. conviction for an offence,
 - 3. colour,
 - 4. ancestry,
 - 5. physical disability,
 - 6. place of origin,
 - 7. mental disability,
 - 8. political belief,
 - 9. sex,
 - 10. religion,
 - 11. age,
 - 12. marital status,
 - 13. sexual orientation,
 - 14. family status;
 - iii. any objectionable or unwelcome sexual solicitations or advances;

and

- iv. any unwelcome or objectionable conduct or comment that causes an individual to be humiliated or intimidated, including but not limited to:
 - 1. verbal aggression or insults,
 - 2. making derogatory comments, including questioning the professional competence of another Council Member, Committee Member, Volunteer, or Staff member,
 - 3. calling someone derogatory names,
 - 4. hazing or intimidation practices,
 - 5. vandalizing personal belongings,
 - 6. bullying, or
 - 7. spreading malicious and untrue rumours.
- 18. Council Members shall treat other Council Members, Committee Members, Staff, and Volunteers with respect and dignity.
- 19. Council Members shall not use their office to attempt to gain personal ~~or~~ financial benefits for themselves, their family members, their friends, or business interests.

INTERACTIONS WITH STAFF

- 20. Council Members shall direct questions and inquiries regarding departmental issues to the CAO and shall refrain from contacting Staff directly, unless the communication is minor and for the purpose of seeking administrative clarity.
- 21. Council Members shall not interfere with, hinder, or obstruct Staff in the exercise or performance of their roles, responsibilities, powers, duties, or functions, nor shall they impair the ability of Staff to implement Council policy decisions in accordance with section 153 of the *Community Charter*.
- 22. Council Members shall not request or require that Staff undertake personal or private work on behalf of a Council Member.
- 23. Council Members shall not request or require that Staff engage in political activities or subject them to reprisal of any kind for refusing to engage in such activities.
- 24. Information obtained by any Council Member, which is likely to be used in a Council or political debate, must be provided to all other Council Members, and to the CAO.

INTERACTIONS WITH THE PUBLIC AND MEDIA

- 25. Council Members must not communicate on behalf of the RMOW unless authorized to do so:
 - a) by Council resolution; or

- b) by virtue of a position or role the Council Member has been authorized to undertake by Council.
26. Without limiting the ability of the Council Member to hold a position on an issue and respectfully express their opinions, a Council Member must ensure that:
- a) their communications relating to Council business are accurate and not issue any communication that the Council Member knows, or ought to have known, to be false;
 - b) all communications by, and on behalf of a Council Member, are respectful and do not discriminate against, harass, or defame any Council Member, Committee Member, Staff, or Volunteer; and
 - c) they will not misrepresent the decisions of the Council, even if they disagree with that decision of Council.

PUBLIC MEETINGS

27. Council Members must act with decorum at Council and Committee meetings and in accordance with the "Council Procedure Bylaw No. 2207, 2018".

HANDLING OF CONFIDENTIAL INFORMATION

28. Council Members must comply with the provisions of FIPPA and the policies and guidelines established by the RMOW.
29. Council Members shall keep information and records prohibited from release under section 117 of the *Community Charter* in strict confidence.
30. Without limiting the generality of section 29, Council Members shall not disclose:
- a) information or records concerning the property, personnel, legal affairs or other information of the RMOW distributed for the purposes of, or considered in, a closed Council meeting;
 - b) resolutions or Staff report contents from a closed meeting of Council unless and until a Council decision has been made for the information to become public; or
 - c) details on Council's closed meeting deliberations or how individual Council Members voted on a question in a closed meeting.
31. Council Members shall not use confidential information to advance, directly or indirectly, their own personal, ~~financial~~ or other private interests.

~~CONFLICT OF INTEREST~~

- ~~32. Council Members shall not participate in discussion of a matter, or vote on a~~

~~question in respect of that matter, if the Council Member has a conflict of interest.~~

~~33. In respect of each matter before Council, Council Members shall:~~

- ~~a) assess whether they have a conflict of interest; and~~
- ~~b) determine whether it is necessary to seek independent legal advice at their own cost, except where the CAO approves the cost, with respect to any situation that may result in a conflict of interest.~~

~~34. If a Council Member believes that they have a conflict of interest in respect of a matter in a Council or committee meeting, the Council Member shall:~~

- ~~a) prior to the matter's consideration, notify the Mayor or Chair of the meeting that they have a conflict of interest, stating in general terms why they consider that to be the case;~~
- ~~b) leave any meeting if the matter is discussed and not return until the discussion has ended or voting has been concluded;~~
- ~~c) refrain from discussing the matter with any other Council Member publicly or privately; and~~
- ~~d) refrain from attempting in any way to influence the voting on any question in respect of the matter.~~

GIFTS

~~35. Council Members shall not accept a gift or personal benefit, except in accordance with section 105 of the *Community Charter*.~~

~~36. Council Members shall disclose a gift or personal benefit, received in accordance with section 105 of the *Community Charter*, as per section 106 of the *Community Charter*.~~

USE OF INFLUENCE

~~37. Council Members must not attempt to influence a decision of Council, a committee, or Staff if the Council Member has a pecuniary conflict of interest in relation to that decision.~~

~~38.~~32. Council Members must not use their office to provide preferential treatment to any person or organization except as warranted by the ordinary and lawful discharge of their duties.

~~39.~~33. Council Members must not intimidate, improperly influence, threaten, or coerce Staff.

USE OF PUBLIC RESOURCES AND ELECTION ACTIVITIES

~~40.~~34. Council Members shall not use any RMOW property or assets or any other

public resources such as Staff time, equipment, technology, supplies, facilities or other property for private gain, personal purposes, or election-related purposes.

~~41.35.~~ Council Members shall not undertake municipal election campaign related activities at Municipal Hall or on other premises owned by the RMOW during regular working hours, unless such activities are organized by the RMOW.

~~42. Council Members shall comply with all applicable election legislation, including without limitation, the Local Government Act and the Local Elections Campaign Financing Act.~~

BUSINESS RELATIONS

~~43.36.~~ Council Members who engage in another profession, business or occupation concurrently while holding elected office shall not allow such activity to materially affect the Council Member's integrity, independence or competence.

PART 3 – APPOINTMENT OF INVESTIGATOR

APPOINTMENT OF INVESTIGATOR

~~44.37.~~ The CAO shall, upon receipt of a complaint, appoint an Investigator to fulfill the duties and responsibilities described in sections 38 to 40.

DUTIES AND RESPONSIBILITIES

~~45.38.~~ The duties and responsibilities of the Investigator are as follows:

- a) to receive and assess a complaint to determine if the complaint must be rejected, closed, resolved informally or investigated;
- b) to assist with informal resolution of a complaint;
- c) to investigate and conduct inquiries into alleged violations of this Bylaw;
- d) to report to Council as to whether a Council Member has breached this Bylaw; and
- e) to make recommendations on an appropriate remedy if a Council Member has breached this Bylaw.

~~46.39.~~ The Investigator must perform the duties and responsibilities under this Bylaw in an independent manner.

~~47.40.~~ An Investigator may only be dismissed for cause.

PART 4 – COMPLAINT AND RESOLUTION PROCEDURES

PRELIMINARY STEPS

~~48.41.~~ If a Council Member believes that they have observed another Council Member engaging in conduct that would breach this Bylaw, they must attempt to resolve the complaint directly with the other Council Member, if possible, prior to submitting a complaint under section 42.

COMPLAINT PROCEDURE

~~49.42.~~ Subject to section 41, a Council Member or Staff member may submit a complaint to the CAO, or if the complaint involves the CAO, then to the Corporate Officer.

~~50.43.~~ Upon receipt of a complaint, the CAO (or Corporate Officer, if the complaint involves the CAO) shall retain an Investigator.

~~51.44.~~ A complaint must be in writing, must be submitted within 60 days of the alleged breach, and must include, with sufficient detail:

- a) the name of the complainant;
- b) the name of the respondent Council Member(s);
- c) the conduct that the complainant alleges was in breach of this Bylaw;
- d) the date of the alleged conduct;
- e) the parts of this Bylaw the alleged conduct breached;
- f) the basis for the complainant's knowledge about the conduct; and
- g) whether, if the complainant is a Council Member, there was any attempt to resolve the complaint informally under section 41.

~~52.45.~~ The CAO (or Corporate Officer, if the complaint involves the CAO) may accept a complaint notwithstanding that it does not comply with all the requirements of section 44 if there has been substantial compliance or the circumstances warrant acceptance.

~~53.46.~~ A complaint submitted outside the time limits set out in section 44 must be rejected, except that the Investigator may grant an extension of no more than 30 further days if the circumstances of the complaint are sufficiently serious.

~~54.47.~~ In an election year, complaints submitted from the first day of the nomination period to the general voting day must be accepted and held in abeyance until after the new Council has taken office. At that time, complaints shall only proceed if they relate to a Council Member who was re-elected in that election year.

~~55.48.~~ For certainty, if the Council Member who is the subject of the complaint held in abeyance pursuant to section 47 is not re-elected, the complaint must be rejected.

PRELIMINARY ASSESSMENT

~~56.49.~~ On receipt of a complaint, the Investigator shall conduct a preliminary assessment. If the Investigator determines that any of the following circumstances apply, then they must notify the complainant and respondent Council Member in writing that the complaint will be closed, stating the reasons for the closure:

- a) the complaint is not with respect to a breach of this Bylaw;
- b) the complaint is frivolous, vexatious, or not made in good faith;
- c) the complaint is being addressed through ~~a separate~~ another process ~~or should be directed, including if the complaint is with respect to a more appropriate process;~~
 - i. non-compliance with FIPPA;
 - ii. non-compliance with a more specific Council policy or bylaw with a separate complaint procedure;
 - iii. a matter that is subject to another outstanding process, such as a court proceeding or human rights complaint; or
 - iv. any conduct that may subject a Council Member to disqualification proceedings pursuant to section 110 of the Community Charter.
- d) the complaint was not in compliance with section 44, and the respondent Council Member will be prejudiced by the complainant's failure to comply;
- e) the complaint concerns the same subject matter as a previous complaint that has already been accepted under this section, and it is not necessary to expand that original complaint or add the new complaint;
- f) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
- g) the complaint was submitted by a Council Member, and the Council Member ought to have first attempted to resolve the complaint informally under section 41; or
- h) there are no possible grounds on which to conclude that a violation of this Bylaw has occurred.

~~57.50.~~ In completing the preliminary assessment, the Investigator may request further information from the complainant before determining whether there are sufficient grounds for believing that a breach of this Bylaw may have occurred.

CRIMINAL CONDUCT

~~58-51.~~ If, at any stage in the complaint procedure, the Investigator determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code*, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must refer the matter to the appropriate authorities and immediately suspend any investigation into the complaint until any resulting police investigation or charges have been finally disposed of, and shall report the suspension to Council, the complainant, and the respondent Council Member.

~~59-52.~~ For certainty, a complaint must be suspended while the respondent Council Member is on a mandatory leave of absence under section 109.3(1) of the *Community Charter*, and may be re-commenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the *Community Charter*.

DISQUALIFICATION PROCEEDINGS

~~60.~~ If, at any stage of the complaint procedure, the Investigator determines that:

- ~~a) the subject matter of the complaint is being addressed in a disqualification proceeding commenced under section 111 of the *Community Charter*; or~~
- ~~b) the complainant could commence a disqualification proceeding under section 111 of the *Community Charter* in relation to the matter that is the subject of the complaint~~

~~the complaint must immediately be suspended until the proceeding under subsection a) has concluded or the time period within which the complaint could commence a proceeding under subsection b) has expired.~~

~~61.~~ If the Investigator has suspended a complaint under section 60, they may re-commence the complaint upon the conclusion of a disqualification proceeding, or the time period within which a disqualification proceeding could be filed has expired, if:

- ~~a) the Council Member who is subject to the complaint has not been disqualified from the office by the British Columbia Supreme Court; and~~
- ~~b) it would be in the public interest to do so.~~

INFORMAL RESOLUTION

~~62-53.~~ If the Investigator determines that none of the circumstances in section 49 apply, they must determine whether the complaint requires formal investigation or whether the complaint may be resolved informally.

~~63-54.~~ When determining whether the complaint may be resolved informally, the Investigator:

- a) may consider culturally appropriate or transformative, restorative or

Indigenous justice approaches and may engage a third-party mediator or facilitator to assist in the informal resolution of the complaint; and

- b) shall give strong preference to the informal resolution process wherever possible.

~~64-55.~~ The third-party assisting in the informal resolution of a complaint will assess the suitability of the complaint for settlement or resolution on an on-going basis and may decline to assist at any point.

~~65-56.~~ The complainant or the respondent Council Member may decline to participate in an informal resolution at any time.

~~66-57.~~ If the complaint is resolved informally by someone other than the Investigator, the third-party assisting in resolving the complaint must notify the Investigator in writing of the terms of the resolution, upon receipt of which, the Investigator must close the complaint.

~~67-58.~~ If the third-party assisting in resolving the complaint determines at any time that the complaint cannot be resolved informally, they must refer the complaint back to the Investigator for a formal investigation.

FORMAL RESOLUTION

~~68-59.~~ If the complaint is not rejected, closed, or resolved informally within 45 days of the decision in section 53 to resolve informally, the Investigator must proceed with a formal investigation.

~~69-60.~~ The Investigator shall deliver the complaint to the respondent Council Member, along with a request that the respondent Council Member provide a written response to the complaint, together with any submissions that the respondent Council Member chooses to make, within 10 days, subject to the Investigator's discretion to reasonably extend that timeline.

~~70-61.~~ The Investigator may, at their discretion, deliver the respondent Council Member's written response and submissions to the complainant and request a reply in writing within 10 days, subject to the Investigator's discretion to reasonably extend the timeline.

~~71-62.~~ The Investigator may:

- a) speak to anyone relevant to the complaint;
- b) review any documents relevant to the complaint, including closed meeting agendas and minutes; and
- c) access any record in the custody or control of the RMOW, within the meaning of FIPPA, with the exception of records subject to solicitor-client privilege.

~~72-63.~~ The Investigator has discretion to conduct the investigation as they see fit, but must ensure that the investigation complies with the rules of procedural fairness

and natural justice required in the circumstances of the complaint.

ADJUDICATION AND REPORTING

~~73.~~64. The Investigator must conclude the investigation and make a determination regarding the alleged breach within 90 days of making the determination to proceed with a formal investigation, unless the Investigator determines that doing so is not practicable, in which case the Investigator must notify the complainant and respondent Council Member of the delay and provide a revised decision date. The revised decision date may be extended by periods of up to 30 days at a time on provision of written notice to the complainant and respondent Council Member.

~~74.~~65. If, after reviewing all the material information, the Investigator determines that a Council Member did not violate this Bylaw, then the Investigator shall:

- a) prepare a written investigation report providing reasons for their determination, which shall include a determination of whether the complaint was submitted frivolously, vexatiously or in bad faith;
- b) deliver a summary of the investigation report to the complainant;
- c) deliver a copy of the investigation report to the respondent Council Member and Council; and
- d) in consultation with Staff, make the investigation report, or a summary, publicly available in compliance with FIPPA.

~~75.~~66. If, after reviewing all the material information, the Investigator determines that a Council Member did violate this Bylaw, then the Investigator shall:

- a) prepare a written investigation report providing reasons for their determination, which must include:
 - i. a summary of the factual findings of the Investigator;
 - ii. an application of the Bylaw, and any other applicable law, to the facts;
 - iii. a recommendation of the appropriate remedy, subject to subsection iv; and
 - iv. if applicable, a determination of whether the respondent Council Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent or due to an error in judgment made in good faith, in which case the Investigator may recommend that no remedy be imposed;
- b) notify the complainant that the investigation is complete and inform them that the investigation report, or a summary thereof, will be subsequently released by Council in accordance with section 70;

- c) deliver a copy of the investigation report to the respondent Council Member; and
- d) 48 hours after the delivery of the investigation report to the respondent Council Member, deliver a copy of the investigation report to Council.

FINAL DETERMINATION BY COUNCIL

- ~~76-67.~~ Council must, within 45 days of the Investigator's delivery of the investigation report pursuant to section 66.d), decide on the appropriate measures, if any, that are warranted by a breach of this Bylaw.
- ~~77-68.~~ Prior to Council making any decision regarding the findings and recommendations set out in the investigation report, the respondent Council Member must be provided with an opportunity, in person and in writing, to comment to Council on the Investigator's determinations and recommendations.
- ~~78-69.~~ While an investigation report may be considered in a closed meeting, if the circumstances warrant and there is a valid reason to close the meeting under section 90 of the *Community Charter*, when Council deliberates and votes on the Investigator's recommendation, it will generally do so in an open meeting.
- ~~79-70.~~ Within 30 days of Council's final decision about an investigation, it must, subject to the RMOW's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of Council's decision.

REMEDIES

- ~~80-71.~~ Remedies that may be imposed by Council for a violation of this Bylaw include the following:
- a) a letter of reprimand from Council, addressed to the respondent Council Member;
 - b) a request from Council that the respondent Council Member issue a letter of apology;
 - c) the publication of letters contemplated in subsections a) and b), along with the respondent Council Member's response, if any;
 - d) directions to the CAO regarding the method of providing documents that contain confidential information to the respondent Council Member;
 - e) a recommendation that the respondent Council Member attend specific training or counselling related to the conduct at issue;
 - ~~f) a request from Council that the respondent Council Member return a gift or benefit or, where the gift or benefit cannot be returned, reimburse the donor for the value of the gift or benefit;~~
 - ~~g)f)~~ limitations on access to certain RMOW facilities;

- ~~h)g)~~ prohibition from representing the RMOW at events and/or attending conferences;
- ~~i)h)~~ suspension or removal of the respondent Council Member from the Acting Mayor rotation or any committee and board appointments;
- ~~j)i)~~ public censure of the respondent Council Member; or
- ~~k)j)~~ any other remedy recommended by the Investigator, so long as that remedy is within the authority of Council.

~~81.72.~~ Council must consider the following factors when determining whether to impose a remedy on a Council Member:

- a) the degree and nature of the conduct;
- b) whether the contravention was a single or repeated act;
- c) whether the respondent Council Member knowingly contravened this Bylaw;
- d) whether the respondent Council Member took steps to mitigate or remedy the contravention;
- e) the respondent Council Member's history of other contraventions; and
- f) if applicable, the Investigator's finding that the respondent Council Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.

REMUNERATION

~~82.73.~~ Where the Investigator finds that a Council Member:

- a) breached this Bylaw; or
- b) submitted a complaint that was frivolous, vexatious, or made in bad faith

the remuneration to which that Council Member would otherwise be entitled shall be reduced in accordance with *Council Policy A-30: Council Remuneration Policy*.

~~83.74.~~ Notwithstanding section 73.a), the remuneration shall not be reduced if the Investigator makes a finding under section 66.a)iv that the respondent Council Member took all reasonable steps to avoid the breach or that the breach was trivial, inadvertent or due to an error in judgment made in good faith.

CONFIDENTIALITY OF THE INVESTIGATION

~~84.75.~~ The CAO, Corporate Officer and Investigator must make all reasonable efforts to process and investigate the complaints in a confidential manner.

~~85.76.~~ The Investigator and every person acting under the Investigator's instructions must preserve confidentiality with respect to all matters that come into the Investigator's knowledge in the course of any investigation or complaint, except as otherwise required by law.

~~86.77.~~ Council Members must make all reasonable efforts to keep complaints under this Bylaw, at any stage, confidential, except as otherwise provided in this Bylaw.

REPRISALS AND OBSTRUCTION

~~87.78.~~ No Council Member or Staff member will obstruct the Investigator, CAO or Corporate Officer in relation to the administration of this Bylaw or the investigation of a complaint. Without limitation, the following shall constitute obstruction:

- a) uttering of threats or undertaking any reprisal against any person involved in a complaint;
- b) destruction of relevant records or documents; and
- c) refusal to cooperate with the Investigator.

FRIVOLOUS AND VEXATIOUS COMPLAINTS

~~88.79.~~ Any individual who is found to have obstructed the Investigator, contrary to section 78, or who makes a complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:

- a) in the case of Council Members, the remedies described above in section 71;
- b) in the case of Staff, disciplinary measures or termination of employment for just cause, as applicable; or
- c) in the case of any complainant, prohibition against filing a complaint under this Bylaw for a specified and reasonable period of time.

REIMBURSEMENT OF COSTS

~~89.80.~~ A Council Member may make a request to Council for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this Bylaw. If appropriate, after considering all the circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member, provided that all of the following are met:

- a) the Council Member has not previously been found to have breached this Bylaw;

- b) the Council Member did not engage in dishonest, grossly negligent, or malicious conduct; and
- c) the amount claimed does not exceed \$10,000.

PART 5 – ENACTMENT

EFFECTIVE DATE

~~90-81.~~ This Bylaw comes into force and effect on adoption.

GIVEN FIRST, SECOND and THIRD READINGS this ____ day of ____, 2023.

ADOPTED this ____ day of _____, 2023.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Code of Conduct Bylaw No. 2397, 2023".

2021 UBCM Resolutions



Conference decision: _____

Selected Issues

SR3 Strengthening Responsible Conduct

UBCM Executive

Whereas responsible conduct of elected officials, both individually and collectively as a Council or Board, is essential to sound and effective governance;

And whereas local governments are best served by tools and resources that reflect the legislative framework for local government in British Columbia, which is based on foundational concepts of autonomy, empowerment, accountability and collaboration:

Therefore, be it resolved that UBCM ask the provincial government to:

- Introduce a legislative requirement that all local governments in British Columbia must consider the adoption or updating of a Code of Conduct at least once early in each new term of office;
- Work collaboratively with UBCM and others to consider the design of a mandatory educational module that would support responsible conduct by local elected officials;
- Update the oath of office prescribed by regulation to embed the foundational principles identified by the Working Group on Responsible Conduct; and
- Provide guidance for local governments that have established an oath of office by bylaw so that these oaths may be updated with the same foundational principles for responsible conduct.

UBCM Resolutions Committee recommendation: **Endorse**

UBCM Resolutions Committee comments:

The Resolutions Committee advises that the UBCM membership has not previously considered a resolution requesting: a mandatory requirement for Councils and Boards to consider adopting a Code of Conduct; the design of a mandatory educational module that supports responsible conduct; or the embedding of the foundational principles that support responsible conduct in the prescribed oath of office or in guidance materials for local governments that have established a local oath of office.

The Resolutions Committee notes that issue of conduct by local elected officials is complex, and requires a multifaceted response in order to bring about substantive systemic change. The proposed actions within the Special Resolution provide incremental changes that would appear to align with the work that has been undertaken to date by the Working Group on Responsible Conduct (WGRC).

See also resolutions NEB1 and 2020-NR1

UBCM Executive comments:

Background

Local governments in British Columbia operate within a system of governance that is guided by the core concepts of autonomy, empowerment, accountability and collaboration. These concepts should be kept in mind as local governments consider potential solutions to strengthening the practice of responsible conduct by local elected officials.

The current broad legislative powers of local government in tandem with court decisions uphold the ability of local governments to manage the conduct of local elected officials. Local governments can adopt Codes of Conduct that include enforcement provisions, and appoint independent third parties to, as needed, investigate particular cases.

The UBCM Executive affirms the value of local governments taking ownership of tools that support responsible conduct. Codes of Conduct that have been developed and endorsed by Councils and Boards through discussion lead to a deeper shared understanding than those imposed externally. These important discussions also prepare the ground for the effective informal resolution of differences, which has been shown in local government experience to lead to more effective outcomes than formal processes of enforcement.

UBCM Policy Position

The Resolutions Committee notes that the membership endorsed a 2017 policy paper that set out a workplan for strengthening the framework that supports responsible conduct by local elected officials in BC. In response to the direction provided by the membership, the Working Group on Responsible Conduct has developed an integrated suite of resources, including:

- *Identification of foundational principles for responsible conduct;*
- *A model Code of Conduct and Guide;*
- *A database of consultants to advise communities when dealing with conduct issues; and*
- *A guide with procedural considerations for informal and formal approaches to dealing with matters of conduct, including considerations for the development of fair processes to enforce Codes of Conduct.*

Current Status

Delegates will note that there are indications from the membership that further resources are needed to support responsible conduct (as per resolutions NEB1 and 2020-NR1 that have been submitted by members for consideration this year).

It is the view of the UBCM Executive that new tools and resources should reflect the core concepts that guide the local government system in BC, so that autonomy, empowerment, accountability and collaboration are upheld. The Executive believes that the incremental steps proposed in this Special Resolution build upon the tools and powers already available to local governments, and if implemented, will deepen the common understanding of the foundational standards that support good governance, and the overall practice of responsible conduct by local elected officials in BC.

Conference decision: _____

Example Scenario – Disqualifiable Conduct

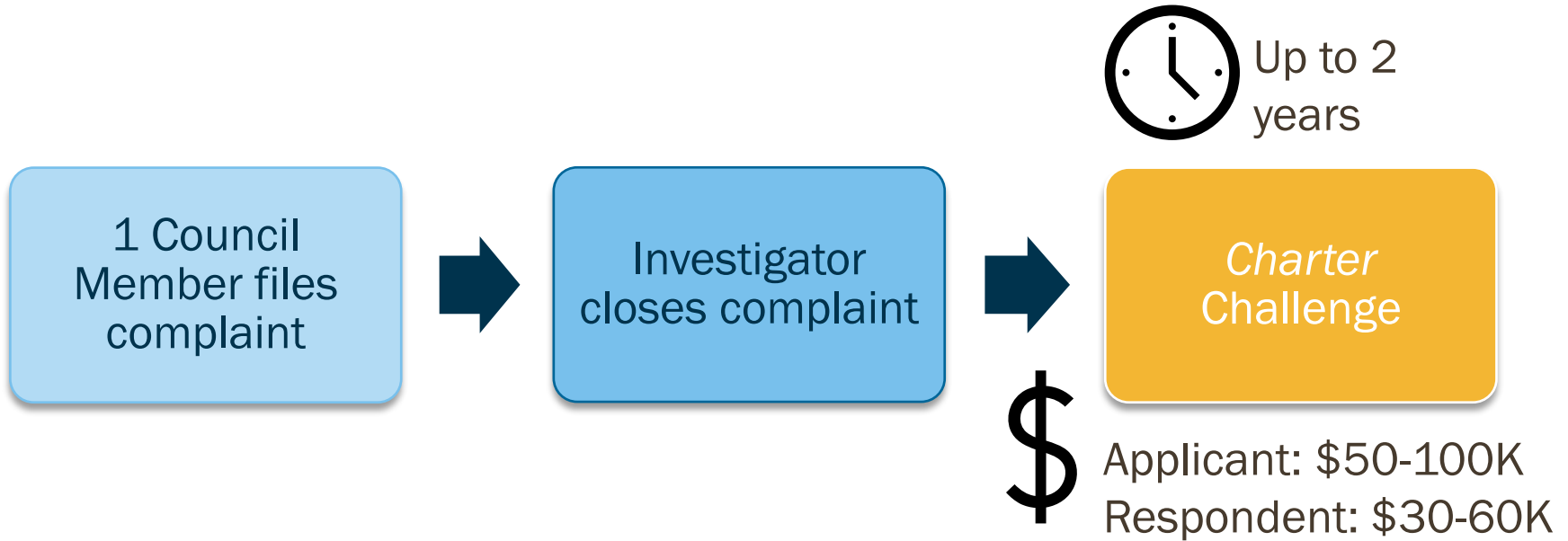
Council Member Stevie is the owner of a chain of cannabis dispensaries (Green Goddess Inc.). Stevie receives information from staff, which is not available to the public, about cannabis retail trends and the Province's regulatory intentions in this space. Stevie uses this information to rejig Green Goddess' business plan, thereby advancing their own financial interests.

The use of this information by Stevie becomes known to Council Member Janis.

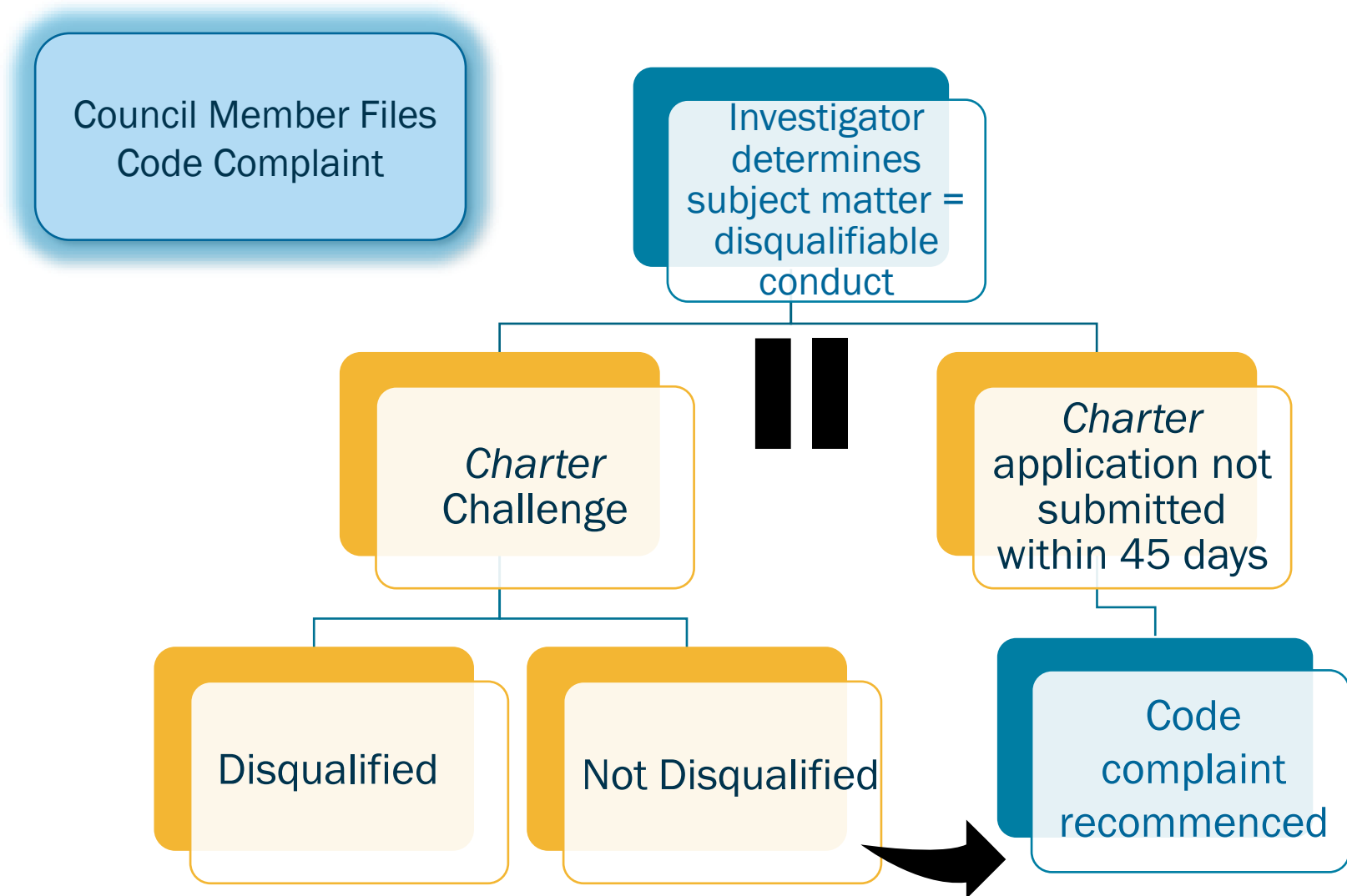
Janis also knows that this is conduct that could subject Stevie to disqualification proceedings under the *Community Charter*.

Janis files a Code of Conduct complaint.

OPTION B

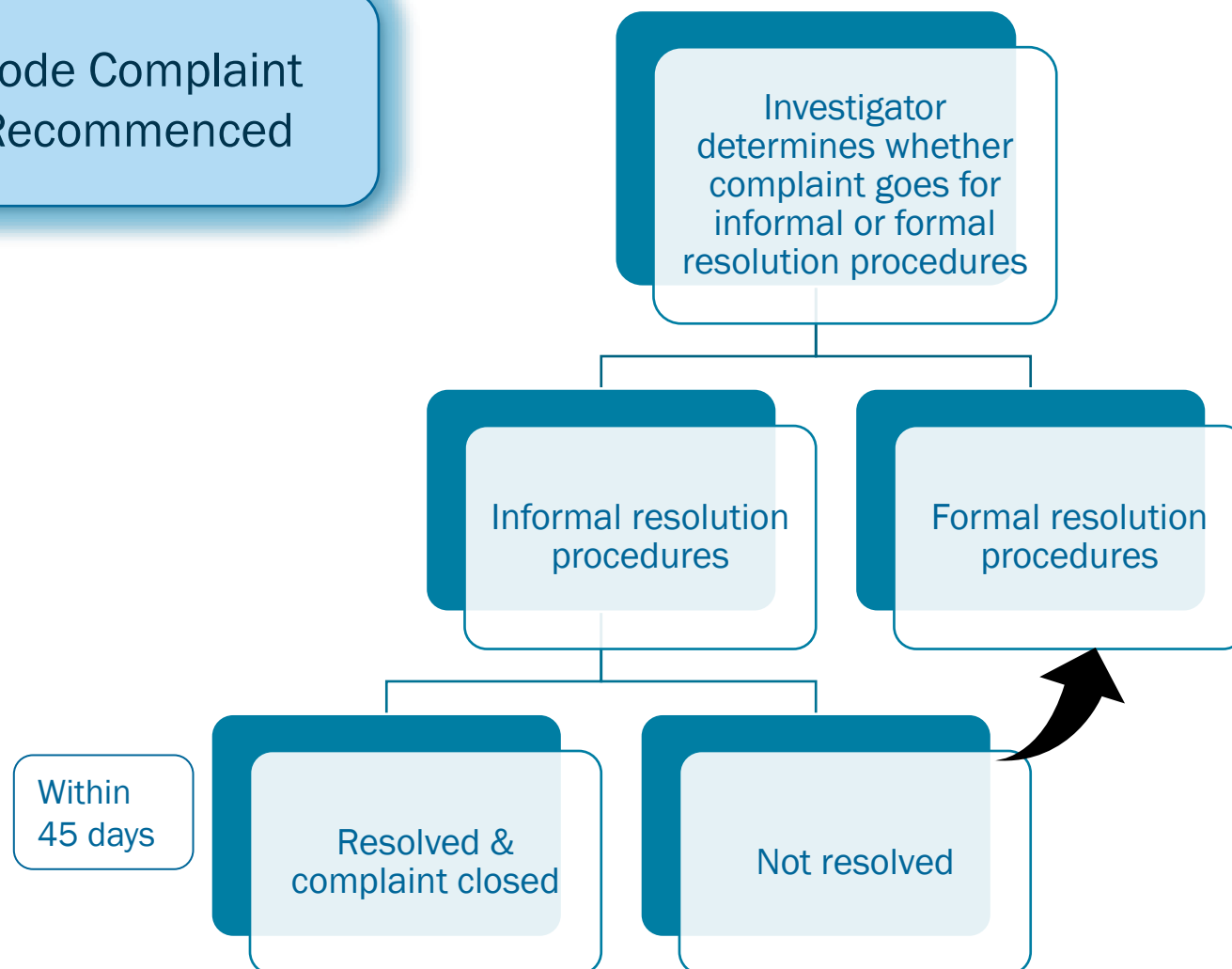


OPTION A – “Off-ramp”



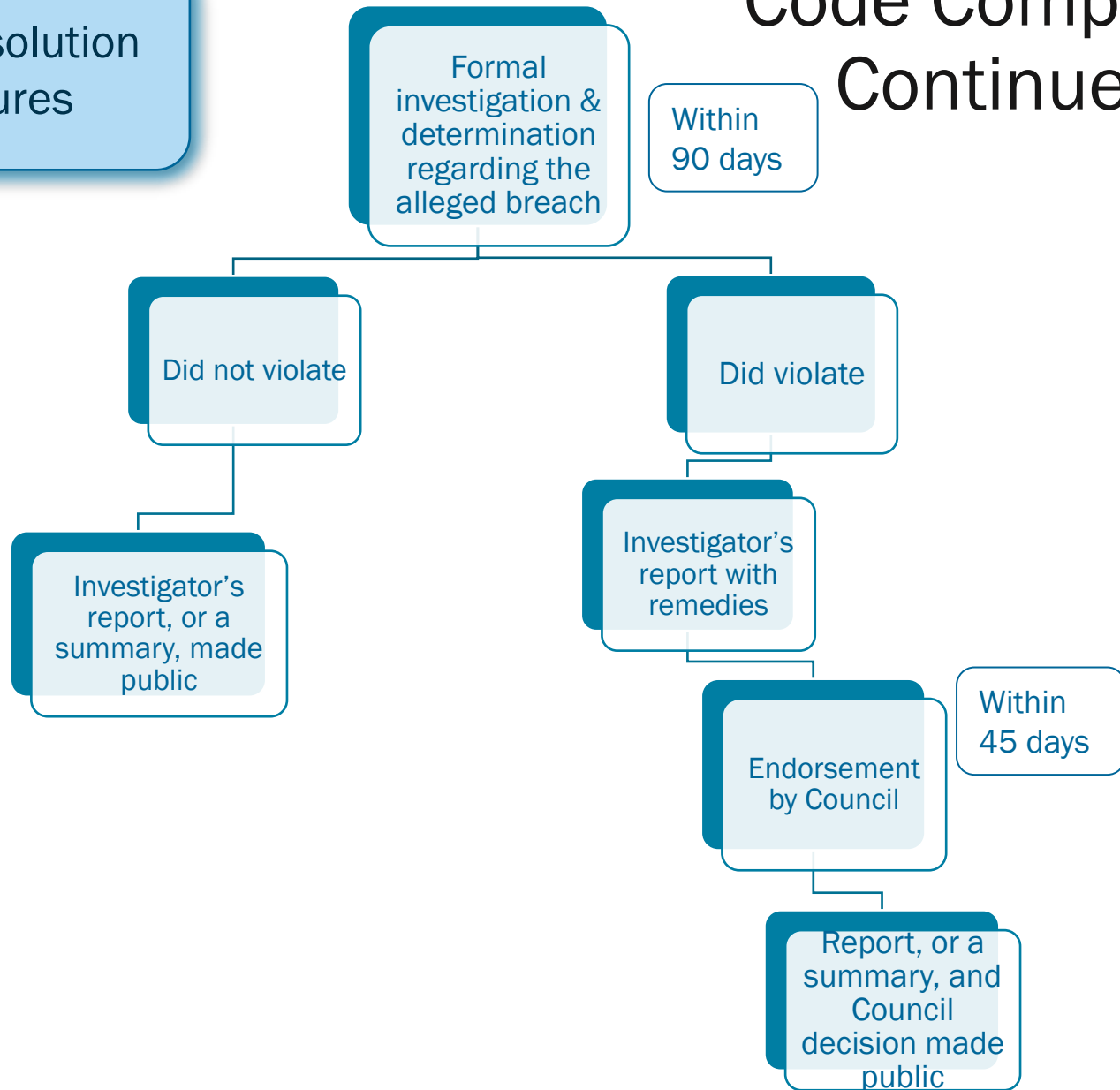
OPTION A - Code of Conduct Complaint

Code Complaint
Recommended



Formal Resolution Procedures

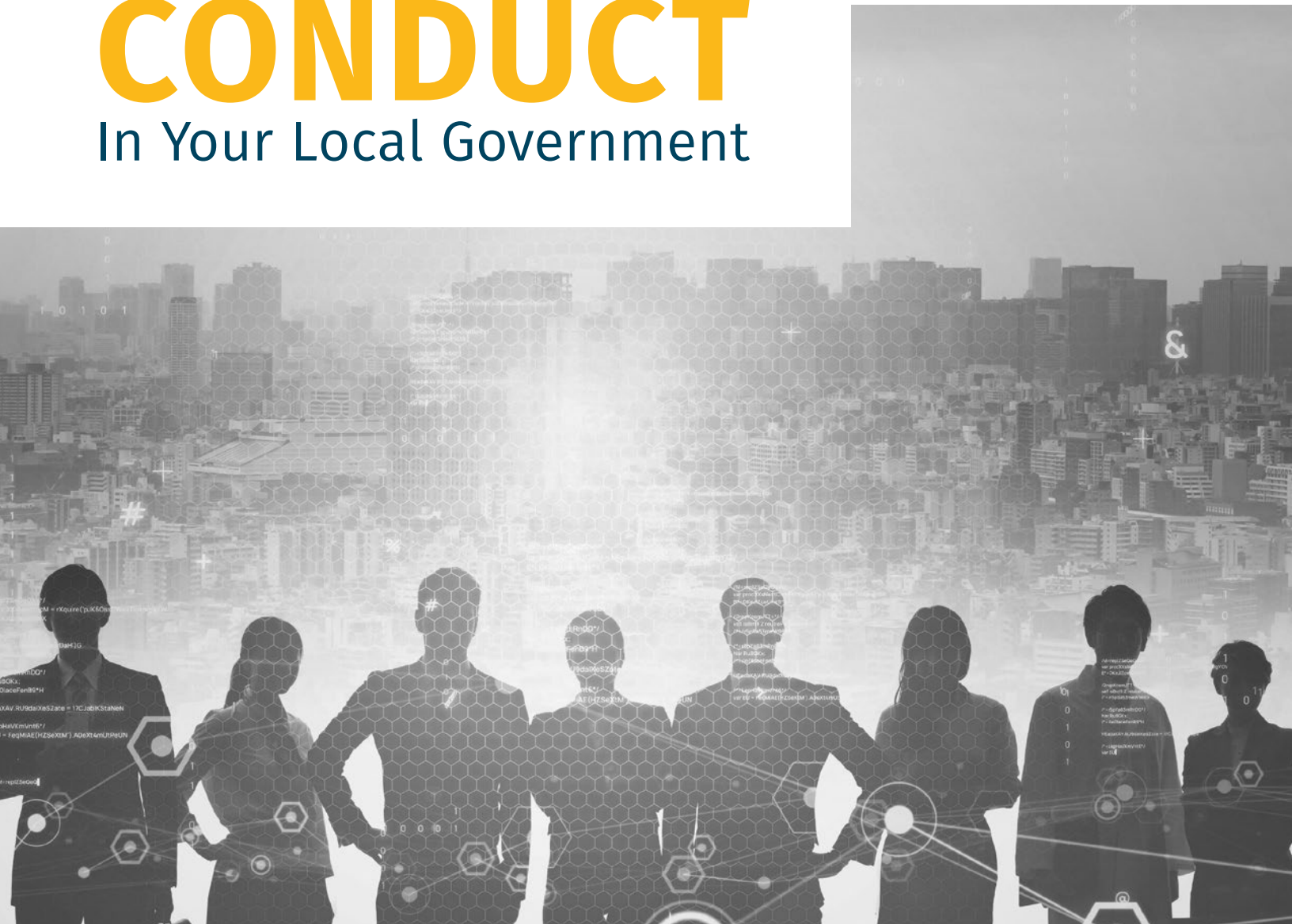
Code Complaint Continued



Addressing Disqualifiable Conduct

	OPTION A	OPTION B
	Code of Conduct Complaint	<i>Community Charter Challenge</i>
Applicant	1 Council Member or 1 Staff member	1 Council Member or 1 Staff member → 10+ electors or 2/3 Council vote
Filing Deadline	60 days	45 days
Remedies	Range of remedies included in the Code of Conduct	Disqualification
Time	Informal resolution <45 days Formal resolution up to 4.5 months	Up to 2 years
Cost to Applicant	\$0	\$50-100K
Decision-maker	Investigator recommends remedies to be endorsed by Council	BC Supreme Court Judge

Forging the Path to **RESPONSIBLE CONDUCT** In Your Local Government



WORKING GROUP ON RESPONSIBLE CONDUCT

APRIL 2021

THANK YOU TO ALL PROJECT PARTICIPANTS

The Working Group on Responsible Conduct is a joint initiative of the B.C. Ministry of Municipal Affairs, the Local Government Management Association of British Columbia, and the Union of British Columbia Municipalities.

We sincerely appreciate the valuable contributions of all those who assisted the Working Group on Responsible Conduct in developing this guide, *Forging the Path to Responsible Conduct in Your Local Government*.

The project greatly benefited from the support and involvement of these participants, including B.C. local government elected and staff officials, and the legal experts who advise them. These individuals, through their willingness to share their experiences, were absolutely central in showing us how leading local governments can manage conduct issues within the current B.C. context. They are truly forging the path to responsible conduct in their communities. It is our hope that in passing on the wisdom built through those experiences, the guide will provide others with practical ideas to allow them to do the same.



CHAPTER 2

Maintaining Good Governance

Working Together Before, During, After – and Despite – Conduct issues

A Council or Board is entrusted by electors to govern in the best interests of the community and it can only do this as a collective. Individual members cannot independently govern or make decisions affecting their community, but they can participate and contribute towards collective decision-making, and collaborative good governance responsibilities.

Given this, Boards and Councils need to find ways to work together; to effectively cooperate, collaborate, and make decisions, regardless of things like conduct issues, strained relationships or conflicting views.

“We need to stop pretending that good governance is an accident; if you’re not doing this proactively, you’ll be doing it reactively.”

(A B.C. local government consultant, facilitator and lawyer)

Whose Job is it Anyway?

Everyone has a role to play in responsible conduct and good governance.

- **Every elected official** is accountable for their own conduct and must make sure they are always acting ethically and responsibly.
- **The mayor or chair** provides leadership and can lead by example, maintain order at meetings and propose policy changes, but they cannot, on their own, ensure the Council or Board operates as it should.
- **All Council or Board members** influence how the collective works, and in the interest of serving their community, all can take steps to work effectively together, including speaking up when problems arise.
- **Staff** provide professional advice to the Council or Board and carry out its decisions in an effective, efficient and non-partisan manner. The relationship between elected and staff officials is intertwined, so it is vital for both to understand and respect one another’s roles. Developing effective lines of communication, and trustful, respectful relationships between elected and staff officials supports good governance, even under challenging circumstances. The CAO is your one employee and your ally to help elected officials be successful.

“Local officials are grappling with difficult policy challenges... A goal is to create a culture of tolerance for differing points of view that credits everyone with having the best interests of the community in mind.”

(From the Institute for Local Government document Tips for Promoting Civility in Public Meetings)

Enhance Collaboration: Embrace Diverse Ideas and Conflicting Views

Councils and Boards that welcome healthy debate, diverse ideas and conflicting views make better decisions. Different lived experiences and fresh perspectives can provide valuable insights, uncover opportunities and bring out solutions that hadn't previously been considered but are better for the community.

Productive conflict³ – that is, conflict that leads to productive results, such as better decisions – can be a significant positive influence on good governance. Productive conflict is an open exchange of conflicting or differing ideas in which parties feel equally heard, respected and unafraid to voice dissenting opinions as they work toward a mutually comfortable solution.

On the other hand, unproductive conflict – characterized by frequent, unresolved arguments – can leave individuals feeling angry and frustrated, bringing about conduct issues and making good governance more difficult.

LEADING PRACTICE TIPS

Provide a way for elected officials to build informal relationships beyond the Council or Board table (it can be as easy as sharing a meal together).

The next time a contentious issue is under discussion, try a “no rebuttal round table session” where every member has an opportunity to state their position on the issue and explain its impact from their perspective, and no member can rebut someone else's statement (when it is their turn, they must speak only to their personal perspectives).

(Details of this process, including its successes, are provided in the Enhancing Collaboration in British Columbia's Regional Districts report, found in Chapter 6, Resources.)

³ From *Unproductive Conflict vs. Productive Conflict*. See Chapter 6, Resources for link and details.

Individual strategies for productive conflict include:

- Separating the person from the issue;
- Moving the discussion from positions to interests; and
- Seeking win-win scenarios, where solutions can meet key mutual interests.

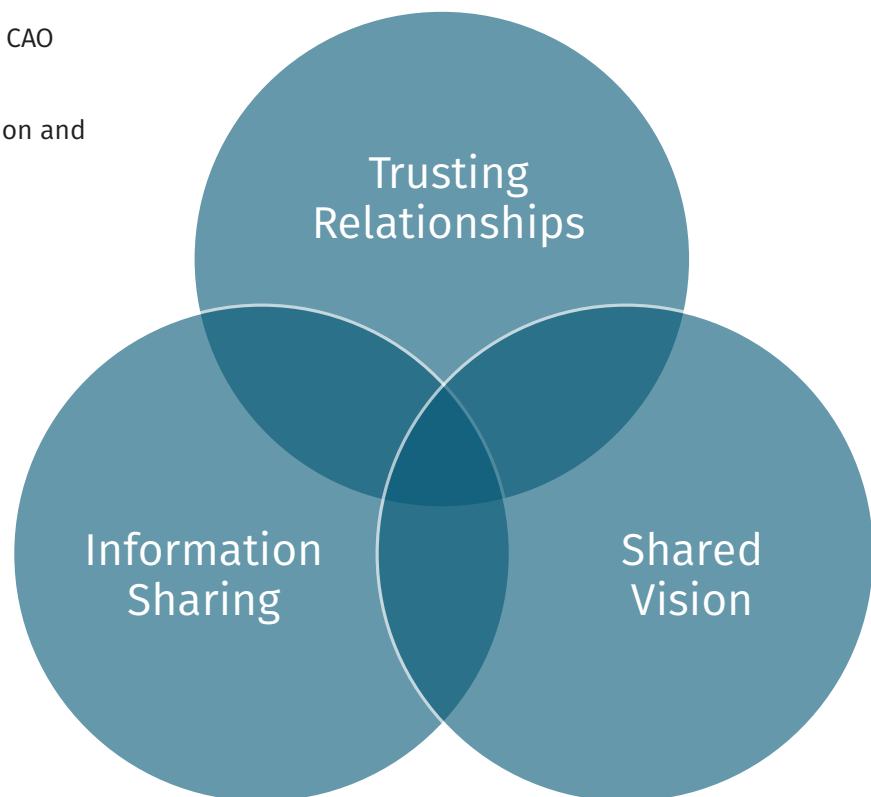
Developing these skills can be a catalyst to move from unproductive conflict, with parties entrenched in their positions, to a place where conflicting views become a pathway to better solutions.

Focusing on trusting relationships, strong information sharing practices and a shared vision can equip a local government to ensure conflict remains productive and improve collaboration. For example:⁴

- Organizing information seminars on complex issues;
- Maintaining a strong chair/mayor and CAO leadership team; and
- Preventing the spread of misinformation and establishing a common set of facts.

“Regional issues may be more obscure than in a municipality and it is important to give all directors, from municipalities and electoral areas, the support they need to appreciate their role in creating a regional vision.”

(A B.C. regional district CAO)



⁴ Examples from *Enhancing Collaboration in British Columbia's Regional Districts*. See Chapter 6, Resources for link and details.

Contain Conduct Issues: Use Policy/Procedural Tools to Manage Meetings and Conduct, and Support Good Governance

Simply having policy and procedural tools in place are not enough; they will only be effective in managing conduct if they are used.

If the procedure bylaw supports responsible conduct or a code of conduct is in place, the mayor or chair can remind an elected official of their obligation to comply in real time when a conduct incident occurs at a meeting. Alternately, Councillors or Directors can raise a point of order in relation to the conduct.

If policy levers are not sufficient to support responsible conduct and good governance, any Council or Board member can propose an agenda item for a future meeting to discuss adoption or amendment of the needed policy.

Some examples that illustrate the range of policy levers that could be engaged are shown in the 'Align Policies, Procedures and Practices' section in the previous chapter.

"You might not be able to change behaviour, but you can change the local government's practices and system framework around it."
(A B.C. local government legal advisor)

LEADING PRACTICE TIPS

Using a procedure bylaw that specifically addresses conduct expectations, in combination with handbooks like *Robert's Rules of Order*, and *Local Government Act* and *Community Charter* provisions like the ability to expel someone acting improperly from a meeting, can be powerful tools to help contain conduct issues that arise during a meeting.

Developing a checklist for the Council or Board to evaluate its own effectiveness can be a good starting point for a check-in discussion. See Chapter 6, Resources for some sample checklists that can be customized.

Council/Board Check-ins: Find Ways to Work More Effectively Together

A Council or Board discussion – or check-in – about how to work together more effectively can provide a useful forum to identify and address areas of concern, including conduct, conflict, or collective 'blind-spots' that get in the way of effective discussion and decision-making. This can help to build trusting relationships as well as identify policy or procedural changes to overcome systemic barriers, and/or learning topics that could support both the collective and its individual participants to become more effective.

When negative conflict or conduct issues are present, these check-ins can help to clear the air, de-escalate unproductive conflict, improve communication, and help the Council or Board refocus on improving working relationships and removing barriers to its effectiveness.

These discussions can be challenging to start if a Council or Board is facing significant stress. Consider initiating them early in the term when tensions aren't high, and continue them on a regular basis after that.

Alternatively, some of the discussion can be woven into other processes, such as those in the graphic. Successes from these early discussions will reinforce the benefit of open dialogue aimed at improving relationships, and may help to create a willingness to participate in future dedicated check-ins.

Success of a dedicated check-in may depend on ensuring elected officials feel comfortable exploring their perspectives on barriers to their collective success without fear of reprisal, so that they can consider new approaches when current patterns of engaging with each other are not working.

In addition to considering external professional facilitation, Councils and Boards may wish to consider undertaking these sessions in the absence of the public, which can help to facilitate the open, honest discussion that will be needed to explore these issues.⁵



⁵ If you are discussing these matters in the absence of the public, make sure you don't also move towards making decisions, which you would need to do in an open meeting. See Chapter 6, Resources for useful resources from the Ministry of Municipal Affairs and the B.C. Ombudsperson.

LEADING PRACTICE TIPS

If you're getting stuck finding ways to work better together, especially if interpersonal dynamics are regularly getting in the way of making decisions, an external professional might be able to help. The combination of professional expertise and independence from the organization provides an opportunity for these professionals to bring new perspectives to the table and suggest approaches that may not have been considered before.

FOOD FOR THOUGHT

- › Is our Council or Board governing well? If we were to get a grade on that, what would it be? What's getting in the way? Do we regularly have discussions about this? Have we made provision for regular check-ins and getting some outside help if we need it?
- › What enhancements could be made to our policies or procedures to avoid conduct issues? Do we have specific issues that seem to be evolving that should be a priority (e.g., release of confidential information)? What can we put in place that would resolve these issues (e.g., does everyone understand their legal obligations, are there changes to our information-sharing practices that could help, and is this something the Council/Board should discuss in a check-in)?
- › What kinds of things are causing tension at the Council/Board table (e.g., whether something discussed in a closed meeting should have been in an open meeting; whether or not a member is in a conflict of interest in a particular matter; lack of respect because of such things as different political views, backgrounds, experience, age, gender identity or sexual orientation)? Would training and leadership development help? Is additional information needed, either generally or on a case-by-case basis? Are there tips or tools that could be developed to support members? Is this something the Council/Board should discuss in a check-in?
- › As an individual, self-awareness is key. Ask yourself: Am I part of the problem? Am I contributing to dysfunction or to good governance? Do I make assumptions about other Council or Board members without trying to understand their experiences or perspectives? What steps can I take to help the Board or Council work better together? What support do I need to do that? How can I help to ensure our conflict is productive?

“If local governments did less in closed meetings, there would be fewer conduct issues.”

(A B.C. local government legal advisor)

CLICK HERE for links to resources referenced in this chapter.



**REGULAR MEETING OF
EMERGENCY PLANNING COMMITTEE
MINUTES**

Tuesday, July 25, 2023, 11:00 a.m.

Remote Meeting via Teams

For information on how to participate: <https://www.whistler.ca/municipal-gov/committees/emergency-planning-committee>

PRESENT:

School District #48 Representative, I. Currie
BC Ambulance Service Representative, L. Darlington
Whistler Search and Rescue Society Representative, T. DelBosco
Mayor, J. Crompton
BC Ambulance Service Representative, R. Larkin
Whistler Blackcomb Representative, J. Lawther
Whistler Transit Ltd. Representative, C. Selfridge
Vancouver Coastal Health Representative, Dr. M Khaketla
RCMP Staff Sergeant, S. Banks
RMOW Emergency Social Services Coordinator, K. Hannah
RMOW Emergency Program Coordinator, B. Manson
RMOW General Manager Infrastructure Services, J. Hallisey
RMOW General Manager Community Engagement and Cultural Services, K. Elliott
RMOW General Manager Corporate Services and Public Safety, T. Battiston
RMOW Chief Administrative Officer, V. Cullen
RMOW Manager Protective Services, L. DeBou
RMOW Councilor, J. Ford
RMOW Fire Chief, T. Doherty
Blackcomb Helicopters Representative, D. Marcoux

STAFF PRESENT:

RMOW Bylaw and Licencing Coordinator, C. Burford

1. CALL TO ORDER

Mayor J. Crompton recognized the Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lilwat People, known in their language as Lilwat7úl, and the Squamish People, known in their language as Skwxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.

2. ADOPTION OF AGENDA

Moved By RMOW Councilor, J. Ford

Seconded By Whistler Blackcomb
Representative, J. Lawther

That Emergency Planning Committee adopt the Regular Committee Meeting agenda of July 25 2023.

CARRIED

3. **ADOPTION OF MINUTES**

Moved By RMOW Councilor, J. Ford

Seconded By RMOW General Manager
Corporate Services and Public
Safety, T. Battiston

That Emergency Planning Committee adopt the Regular Committee Meeting minutes of April 25 2023

CARRIED

4. **PRESENTATIONS AND DELEGATIONS**

4.1 **Initial Notification for the RMOW**

- Tasking line
 - A specific phone number that allows an individual to connect to a whole group of people at one time easily.
 - A Tasking Line would include a message initially and then join into a conference call. The initial briefing/ response/public alerts will use 'Connect Rocket' app.
 - Emergency situation group
 - If an emerging situation happens, we need to have a basis/discussion/notification and the people in the group would be on this list, which would create a discussion.
 - If escalation is required, then someone calling the tasking line can get RMOW Senior Management Team on conference call quickly.
- J. Hallisey joined at 11:06pm*
- S. Banks would like the RCMP to be added to the initial call list.
 - EOC will be the support on the site incident demand post.
 - Some emergencies will not have an ICP (Incident Command Post), with any emergencies they require us to be adaptable.

5-minute recess at 11:14pm. Called back to order at 11:19pm

4.2 **Presentation on Disaster Psychosocial Services**

- Provincial of Psychosocial Services comprised of 4 groups
 - Disaster Psychosocial Support (DPS)
 - Mobile Response Team (MRT) – front line staff and organizations
 - Education & resources
 - Coordination, guidance and support
- Outlines type of support provided
- How to access the services
- Counselling/crisis support – directed to support/resources available

Questions

- T. Battiston asked how big is the staff /volunteers and paid staff?
 - 'MRT' has a staff of 15 people. Volunteers depends on actual availability but normally 10 people on a casual/standby basis.
- B. Manson asked if we make the call, how long would it take for staff to get here?
 - Around 24 hours but could be much quicker to Whistler.
- K. Elliot asked sometimes the need exists after the emergency – is your team ever called back in for post-disaster support?
 - Yes definitely.

M. Lundh left meeting at 11:39pm

- T. Doherty stated they utilized MRT in Campbell River for their members every so often, it is not always needed as a reactive response, but they come from time to time, proactively

4.3 Update from the Emergency Planning Coordinator

A Quick Guide for RMOW Senior Management Team is in process of finalizing, once completed it will be sent out.

- Evacuation Exercise with SMT
 - Two basic formats
 - Tactical evacuation
 - Strategic evacuation (council, mayor involved in declaring local state of emergency which is then forwarded to provincial gov't to be authorized to gain access to 9 specialized powers).
 - The Municipality of Whistler is doing the ordering in a strategic evacuation.
 - EOC Staffing Plan

- Identified 3 different tiers; names to positions.
- A document has been circulated.
- Proposed Exercises
 - A. Tucker from RMOW roads department has proposed a full scale exercise which involves a road disruption, with set up a full EOC, in the fall.
 - Neighbourhood evacuation full exercise proposed, potentially tentatively in April 2024.
 - Do a mock evacuation of a neighbourhood, involving moving people out of their homes, etc. B. Manson working on plan, more details to follow.
- Training
 - B. Manson will identify anyone who requires specific training.
 - Emergency Preparedness Training for Staff
- Template for future large-scale events
 - Discussion with Crankworx staff for their plan if an emergency occurred.
 - Mass casualty plan
 - Location for triage
 - Transportation plan to be set up.
 - Needs to be documented in advance to have the plan.
- Strategic Evacuation
 - Evacuation Alert – written by EOC staff, issued by EOC director, message to public, sent to PREOC
 - Declaration of SOLE – written by EOC staff, Mayor/Council for bylaw or resolution, message to public, sent to PREOC
 - Evacuation Order – written by EOC staff, Mayor/Council for bylaw or resolution, message to public, sent to PREOC
- Two Weeks Ready
 - Research shows 72 hours is not sufficient – ‘two weeks ready’ advocated by US States Washington, Oregon and Wyoming
 - Food availability is the biggest issue.
 - Public education on background, awareness, and preparedness
 - B. Manson would like us to be first community in BC to advocate for being self-reliant for two weeks during an emergency.

- Give some thought on tourist population those who can't be self sufficient for two weeks.
- Vulnerabilities
 - Highway limitations
 - Prolonged loss of power
 - Transportation interruptions
- Convince some of our residents (would only apply to residents) that they can look after themselves as there is very little 'we' can do for them in the immediate aftermath of large scale emergency with regard to food.

T. Battiston stated that all the examples provided are at State versus community scale, curious as to what would this look like.

K. Elliot provided the following feedback:

- Hugely beneficial for education sessions
 - what does a 72-hour kit look like versus 2 weeks.
 - Should be provided in a positive way without prioritizing one message over the other.
- Providing fun ways of doing it – (i.e.. - Restaurants challenge for a 2-week meal kit) the earlier we start to do this, the better. Where we need to prioritize the communication/engagement with our community for example, 2024/2025 we prioritize our emergency management over smaller initiatives. If we don't make a strategic plan, and how we roll it out, then it's just going to be piece-mealed to the public, which is not effective.

J. Hallisey noted that people did see the supply chain issues.

K. Hannah said that during COVID the amount of fresh food we got as donations from restaurants was overwhelming. There is an opportunity to engage restaurants to support the community in some capacity, if it is managed well.

J. Whalen suggested having existing resources on food/water spoilage/access; refrigeration, etc. and reaching out to existing resources/information for this

K. Elliot stated we do need to be strategic about this and put the time and effort into developing an engagement strategic plan for public. This will build a sense of resiliency and have people connect to each other. Any community who have more social cohesion, will have more success in an emergency. Knowing what resources are available and who is responsible for them is critical at the neighborhood level.

4.4 Demonstration on the use of Connect Rocket

- Two systems
 - Connect Rocket Teams

- Connect Rocket Community (Whistler Alert)
- Advantages
 - Independent of existing systems – immune to cyber attacks – reliable, dependable.
 - Can activate remotely – from phone, desktop, even through pay phones. No infrastructure required.
 - Puts key decision-makers together very quickly – quick conference call.
 - Send large volume of notifications quickly and easy – along with the ability to send attachments.
- Demonstration of Connect Rocket website
- Whistler alert – approximately 6,600 – some visitors included. There is also a expiration date for alerts for visitors, for example.
- RCMP would like a police group.

5. OTHER BUSINESS

There was none.


6. TERMINATION

Moved By RMOW General Manager
Corporate Services and Public
Safety, T. Battiston

Seconded By Whistler Blackcomb
Representative, J. Lawther

That Emergency Planning Committee terminate the Regular Committee Meeting of July 25 2023

CARRIED



 Mayor, J. Crompton



 Recording Secretary, C. Burford

RESORT MUNICIPALITY OF WHISTLER

MUTUAL AID AGREEMENT REPEALING BYLAW NO. 2421, 2023

A BYLAW TO REPEAL EXISTING FIRE SERVICE MUTUAL AID AGREEMENT BYLAWS

WHEREAS section 23 of the *Community Charter* allows municipalities to enter into Mutual Aid Agreements with public authorities respecting activities, services, operation and enforcement of activities within the powers of a party;

AND WHEREAS the *Community Charter* does not require a bylaw to enter into Mutual Aid Agreements;

AND WHEREAS the Resort Municipality of Whistler historically entered into Mutual Aid Agreements with other municipalities by bylaw and contract pursuant to the now repealed *Municipal Act*;

AND WHEREAS section 137 of the *Community Charter* allows municipalities to repeal bylaws as by way of bylaw;

AND WHEREAS the Resort Municipality of Whistler entered into a new Mutual Aid Agreement without executing a new Mutual Aid Agreement bylaw and repealing old Mutual Aid Agreement bylaws;

AND WHEREAS Council deems it necessary to repeal bylaws relating to the Resort Municipality of Whistler entering into Mutual Aid Agreements;

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

CITATION

1. This Bylaw may be cited for all purposes as "Mutual Aid Agreement Repealing Bylaw No. 2421, 2023".

REPEAL OF BYLAWS

2. The Resort Municipality of Whistler hereby repeals the following bylaws:
 - a) "Highway 99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996"
 - b) "Fire Dispatch Service Agreement Bylaw No. 1578, 2002"
 - c) "Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003"
 - d) "Squamish Mutual Aid Agreement Bylaw No. 1666, 2004"

GIVEN FIRST, SECOND and THIRD READINGS this ____ day of _____, 2023

ADOPTED this ____ day of _____, 2023.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a
true copy of "Mutual Aid Agreement
Repealing Bylaw No. 2421, 2023".

RESORT MUNICIPALITY OF WHISTLER

PARKS AND RECREATION FEES AND CHARGES BYLAW NO. 2420, 2023

A BYLAW TO ESTABLISH FEES AND CHARGES FOR MUNICIPAL COMMUNITY SPACES

WHEREAS the Council of the Resort Municipality of Whistler has established parks and recreation as a municipal service;

WHEREAS the Council of the Resort Municipality of Whistler has acquired, constructed, and operates a variety of Indoor and Outdoor Facilities, including municipal parks, fields, trails, ball courts, and buildings;

WHEREAS Section 194 of the *Community Charter*, authorizes council to, by bylaw, impose a fee payable in relation to, all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit or impose requirements;

WHEREAS Section 8 of the *Community Charter*, authorizes Council to, by bylaw, regulate, prohibit, and impose requirements in relation to, among other things, municipal services, public places, and buildings and other structures;

WHEREAS Council deems it necessary and desirable that it exercise the authority granted to it by Section 8(3)(a) (municipal services) and (b) (public places) of the *Community Charter* to establish regulations governing the management of property intended for recreation and community uses and to delegate certain powers to staff regarding the use of Parks and Community Facilities and conduct therein;

AND WHEREAS ski trails are groomed, maintained, track-set and improved for pleasure, recreation, and community use of the public.

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

CITATION

1. This Bylaw may be cited as the “Parks and Recreation Fees and Charges Bylaw No. 2420, 2023”.

DEFINITIONS

2. “**External Personal Training**” means a certified professional operating a business apart from RMOW who is authorized by RMOW staff to use MPSC to conduct personal training services.

3. **“GMCECS”** means the General Manager of Community Engagement and Cultural Services or their designate.
4. **“Indoor Facility”** means municipally owned and operated facilities listed in Schedule 4 “Indoor Facility Rental Fee Schedule”.
5. **“Lost Lake Nordic Trails”** means cross country ski and snowshoe trails that are municipally groomed and maintained as outlined in Schedule 1 – “Map of Lost Lake Nordic Ski and Snowshoe Trail Area.”
6. **“MPSC”** means Meadow Park Sports Centre located at 8625 Highway 99, Whistler BC.
7. **“NEUP”** means Non-Exclusive Use Permit, a permit that does not allow exclusive use of Recreation Facilities and all RMOW trails.
8. **“Outdoor Facility”** means municipally owned and operated facilities as listed in Schedule 5 “Outdoor Facility Rental Fee Schedule”.
9. **“Recreation Facilities”** means Indoor Facility and Outdoor Facility, collectively.
10. **“RMOW”** means the Resort Municipality of Whistler.
11. **“Whistler Olympic Plaza”** means the Whistler Olympic Plaza Ice Rink located in Whistler Village.

FEES & CHARGES SCHEDULES

12. MPSC Admission and Pass Rates, attached as Schedule 2, is effective January 15, 2024 to August 31, 2025.
13. Lost Lake Nordic Trails Admission and Pass Fee Schedule, attached as Schedule 3, is effective July 1 to April 1 of the following year.
14. Whistler Olympic Plaza admission and skate rental rates, attached as Schedule 4, are effective November 1 to April 30 of the following year.
15. Indoor Facility Rental Fee Schedule, attached as Schedule 5, is effective September 1 to August 31 of the following year, except 2024 which is effective January 15, 2024 to August 31, 2024.
16. Outdoor Facility Rental Fee Schedule, attached as Schedule 6, is effective January 1 to December 31 each year, except 2024 which is January 15 to December 31.
17. Outdoor NEUP Fee Schedule, attached as Schedule 7, is effective May 15 to October 15 each year.

SCHEDULES TO THIS BYLAW

18. Schedules 1 through 7 attached hereto form part of “Parks and Recreation Fees and Charges Bylaw No. 2420, 2023”.

IN FORCE AND EFFECT

19. Schedules 3 and 4 are in full force and effect upon the date of adoption of this Bylaw.
20. The remainder of this Bylaw, subject to Section 19, is in full force and effect on January 15, 2024.

REPEAL

21. The “Parks & Recreation Fees & Charges Regulation Bylaw No. 1486, 2000” and all amendments thereto is repealed effective January 15, 2024.

GIVEN FIRST, SECOND and THIRD READINGS this ____ day of _____, 2023.

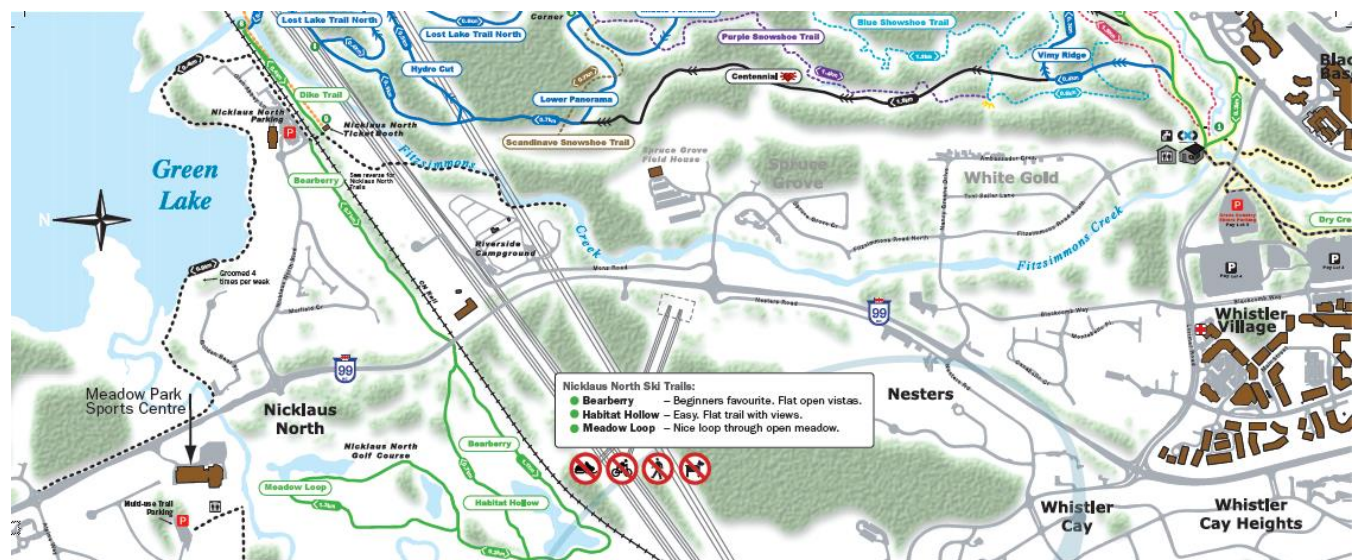
ADOPTED this ____ day of _____, 2023.

J. Crompton,
Mayor

P. Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Parks and Recreation Fees and Charges Bylaw No. 2420, 2023".

SCHEDULE 1 - Map of Lost Lake Nordic Ski and Snowshoe Trail Area



SCHEDULE 2

MEADOW PARK SPORTS CENTRE ADMISSION AND PASS RATES VALID January 15, 2024 to August 31, 2025

Classification	ADMIT 1		10/20/30 TIME PASSES			MONTHLY PASSES			
	Drop In	All Day	10 Time	20 Time	30 Time	Monthly	3 Month	6 Month	Annual
Adult/Senior	\$10.00	\$15.00	\$84.00	\$148.00	\$197.50	\$90.00	\$215.00	\$360.00	\$610.00
Youth	\$6.00	\$9.00	\$50.50	\$89.00	\$118.50	\$54.00	\$129.00	\$216.00	\$366.00
Child	\$5.00	\$7.50	\$42.00	\$74.00	\$98.75	\$45.00	\$107.50	\$180.00	\$305.00
Family	\$20.00	\$30.00	\$168.00	\$296.00	\$395.00	\$180.00	\$430.00	\$720.00	\$1,220.00
Court Upgrade* - Adult	\$5.00								
Court Upgrade* - Youth	\$3.00								
Court Upgrade* - Child	\$2.50								
Court Upgrade* - Family	\$10.00								
Drop In Hockey	\$13.00		\$109.25						
Youth (16-18 yrs) Drop In Hockey	\$7.75		\$65.00						
Early Bird/Midday - Adult			\$63.00			\$67.50	\$161.25		
Early Bird/Midday - Youth			\$37.75			\$40.50	\$96.75		
Early Bird/Midday - Child			\$31.50			\$33.75	\$80.50		
Early Bird/Midday - Family			\$126.00			\$135.00	\$322.50		
Open Sport Adult	\$10.00								
Open Sport Youth (16-18 yrs)	\$6.00								
Whistler Experience								\$342.00	\$579.50
Rentals- Skate or Raquet	\$5.00								
Rental- Family	\$15.00								
External Personal Training	\$20.00		\$200.00	\$400.00	\$600.00				

*must be combined with an ADMIT 1, 10/20/30 TIME PASS or MONTHLY PASS

SCHEDULE 3

Lost Lake Nordic Trails Fee Schedule - 2023/2024 Winter Season

	Adult (19+)	Youth (13-18)	Child (7-12)	Family*
CROSS COUNTRY SKI (Anytime)				
Cross Country Ski - Day Ticket	\$26.00	\$15.50	\$13.00	\$52.00
Cross Country Ski - Book of 5	\$117.00	\$69.75	\$58.50	\$234.00
Cross Country Ski - Book of 10	\$208.00	\$124.00	\$104.00	\$416.00
Cross Country Ski - Early Bird Season Pass	\$268.75	\$60.00	\$60.00	\$537.50
Cross Country Ski - Season Pass	\$336.00	\$60.00	\$60.00	\$672.00
Cross Country Ski - Whistler Experience** Season Pass	\$252.00	N/A	N/A	N/A

CROSS COUNTRY NIGHT (3 p.m. to 8 p.m.)				
Night - Day Ticket	\$13.00	\$7.75	\$6.50	\$26.00
Night - Book of 5	\$58.50	\$35.00	\$29.25	\$117.00
Night - Book of 10	\$104.00	\$62.00	\$52.00	\$208.00
Night - Early Bird Season Pass	\$134.50	N/A	N/A	\$268.75
Night - Season Pass	\$168.00	N/A	N/A	\$336.00
Night - Whistler Experience** Season Pass	\$126.00	N/A	N/A	N/A

SNOWSHOE				
Snowshoe - Day Ticket	\$13.00	\$7.75	\$6.50	\$26.00
Snowshoe - Book of 5	\$58.50	\$35.00	\$29.25	\$117.00
Snowshoe - Book of 10	\$104.00	\$62.00	\$52.00	\$208.00
Snowshoe - Early Bird Season Pass	\$134.50	N/A	N/A	\$268.75
Snowshoe - Season Pass	\$168.00	N/A	N/A	\$336.00
Snowshoe - Whistler Experience** Season Pass	\$126.00	N/A	N/A	N/A

NICKLAUS NORTH***				
Nicklaus North Only - Day Ticket	\$13.00	\$7.75	\$6.50	\$26.00
Nicklaus North Only - Early Bird Season Pass	N/A	N/A	N/A	N/A
Nicklaus North Only - Season Pass****	\$156.00	N/A	N/A	N/A

ICE FISHING ACCESS (Access to Lake only)*****				
Ice Fishing Access - Day Ticket	\$6.50	\$4.00	\$3.25	\$13.00
Ice Fishing Access - Season Pass	\$84.50	N/A	N/A	N/A

All fees do not include any applicable taxes

*Family includes you, your spouse & dependents (18 years and under) living at the same address

**With proof of completion of Whistler Experience program through the Whistler Chamber

***Valid for access to only the trails on Nicklaus North Golf Course

****Nicklaus North Only season pass is not included in the 70 Ski Assurance Program

*****Valid for access to Lost Lake only for the purpose of ice fishing. Must adhere to all RMOW ice fishing regulations

"offsite" tickets available to commercial businesses at 75% of day ticket fee

Groups of 20 or more are eligible for a 25% discount if purchased at the same time

50% off day tickets for SD48 students, Ecole La Passerelle (Whistler), Ecole La Vallee (Pemberton), Whistler Waldorf School, Xetólacw Community School and Skatin Community Schools (including parents and teachers) while participating in school programs during school hours

All cross country day tickets and passes are valid for accessing snowshoe trails

50% off night skiing on Mondays & Thursdays

Lost Lake Nordic Trails Fee Schedule - 2024/2025 Winter Season

	Adult (19+)	Youth (13-18)	Child (7-12)	Family*
CROSS COUNTRY SKI (Anytime)				
Cross Country Ski - Day Ticket	\$27.00	\$16.25	\$13.50	\$54.00
Cross Country Ski - Book of 5	\$121.50	\$73.25	\$60.75	\$243.00
Cross Country Ski - Book of 10	\$216.00	\$130.00	\$108.00	\$432.00
Cross Country Ski - Early Bird Season Pass	\$283.50	\$71.00	\$71.00	\$567.00
Cross Country Ski - Season Pass	\$351.00	\$71.00	\$71.00	\$702.00
Cross Country Ski - Whistler Experience** Season Pass	\$283.50	N/A	N/A	N/A

CROSS COUNTRY NIGHT (3 p.m. to 8 p.m.)				
Night - Day Ticket	\$13.50	\$8.00	\$6.75	\$27.00
Night - Book of 5	\$60.75	\$36.00	\$30.50	\$121.50
Night - Book of 10	\$108.00	\$64.00	\$54.00	\$216.00
Night - Early Bird Season Pass	\$141.75	N/A	N/A	\$283.50
Night - Season Pass	\$175.50	N/A	N/A	\$351.00
Night - Whistler Experience** Season Pass	\$141.75	N/A	N/A	N/A

SNOWSHOE				
Snowshoe - Day Ticket	\$13.50	\$8.00	\$6.75	\$27.00
Snowshoe - Book of 5	\$60.75	\$36.00	\$30.50	\$121.50
Snowshoe - Book of 10	\$108.00	\$64.00	\$54.00	\$216.00
Snowshoe - Early Bird Season Pass	\$121.50	N/A	N/A	N/A
Snowshoe - Season Pass	\$162.00	N/A	N/A	N/A
Snowshoe - Whistler Experience** Season Pass	\$121.50	N/A	N/A	N/A

NICKLAUS NORTH***				
Nicklaus North Only - Day Ticket	\$13.50	\$8.00	\$6.75	\$27.00
Nicklaus North Only - Early Bird Season Pass	\$121.50	N/A	N/A	N/A
Nicklaus North Only - Season Pass****	\$162.00	N/A	N/A	N/A

ICE FISHING ACCESS (Access to Lake only)*****				
Ice Fishing Access - Day Ticket	\$6.75	\$4.00	\$3.50	\$13.50
Ice Fishing Access - Season Pass	\$87.75	N/A	N/A	N/A

All fees do not include any applicable taxes

*Family includes you, your spouse & dependents (18 years and under) living at the same address

**With proof of completion of Whistler Experience program through the Whistler Chamber

***Valid for access to only the trails on Nicklaus North Golf Course

****Nicklaus North Only season pass is not included in the 70 Ski Assurance Program

*****Valid for access to Lost Lake only for the purpose of ice fishing. Must adhere to all RMOW ice fishing regulations

"offsite" tickets available to commercial businesses at 75% of day ticket fee

Groups of 20 or more are eligible for a 25% discount if purchased at the same time

50% off day tickets for SD48 students, Ecole La Passerelle (Whistler), Ecole La Vallee (Pemberton), Whistler Waldorf School, Xetólacw Community School and Skatin Community Schools (including parents and teachers) while participating in school programs during school hours

All cross country day tickets and passes are valid for accessing snowshoe trails

50% off night skiing on Mondays & Thursdays

SCHEDULE 4

Whistler Olympic Plaza Ice Rink Admission and Skate Rental Rates - 2023-2025 Winter Seasons

	2023-2024	2024-2025
Whistler Olympic Plaza		
Adult (19+) Admission	\$ 5.00	\$ 5.50
Youth (13-18) Admission	\$ 4.00	\$ 4.50
Child (4-12) Admission	\$ 3.00	\$ 3.25
Family* Admission	\$ 12.50	\$ 13.75
Skate Rental	\$ 6.00	\$ 6.50

All fees include any applicable taxes

*Family includes you, your spouse & dependents (18 years and under) living at the same address

SCHEDULE 5

Facility Rental Charges 2024

INDOOR FACILITIES

rates effective January 15, 2024 to August 31, 2024

per hour

MYRTLE PHILIP COMMUNITY SCHOOL/SPRING CREEK COMMUNITY SCHOOL and YOUTH CENTRE

Full Gym	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 37.16
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 56.31
	Local Youth	\$ 43.71
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 66.24
	Local Adult	\$ 66.24
	Local - Commercial or admission charged -ADULT	\$ 88.11
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 109.98

Alex Philip Lounge, Horstman Room, Toad Hall, Cheakamus A&B, Daisy A&B, Youth Centre

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 17.41
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 26.37
	Local Youth	\$ 20.47
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 31.01
	Local Adult	\$ 31.01
	Local - Commercial or admission charged -ADULT	\$ 41.24
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 51.47

1/2 Gym, Millar, Cheakamus, Daisy

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 23.14
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 35.07
	Local Youth	\$ 27.22
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 41.24
	Local Adult	\$ 41.24
	Local - Commercial or admission charged -ADULT	\$ 54.87
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 68.46

Kitchen

*Rates listed are flat rates
when booked with
another room*

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 20.62
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 31.24
	Local Youth	\$ 24.26
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 36.76
	Local Adult	\$ 36.75
	Local - Commercial or admission charged -ADULT	\$ 48.88
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 61.01

WHISTLER SECONDARY - A COMMUNITY SCHOOL

Full Gym	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 48.83
	Non-Commercial Use	\$ 73.25
	Commercial Use	\$ 195.30
Class Rooms, CAD Room, Music/Dance Studio	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 32.55
	Non-Commercial Use	\$ 48.83
	Commercial Use	\$ 130.20

SPRUCE GROVE FIELD HOUSE and LOST LAKE PASSIV HAUS

Spruce and Austria Room	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 23.14
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 35.07
	Local Youth	\$ 27.22
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 41.24
	Local Adult	\$ 41.24
	Local - Commercial or admission charged -ADULT	\$ 54.87
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 68.46

Kitchen (SGFH only)

*Rates listed are flat rates
when booked with
another room*

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 28.87
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 43.74
	Local Youth	\$ 33.97
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 51.46
	Local Adult	\$ 51.46

	Local - Commercial or admission charged -ADULT	\$ 68.43
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 85.41
Fir and Whistler Blackcomb Foundation Room	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 17.63
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 25.86
	Local Youth	\$ 20.07
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 30.41
	Local Adult	\$ 30.41
	Local - Commercial or admission charged -ADULT	\$ 40.43
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 50.45
Fees will be added for additional services listed in contract at applicable rates.		
MEADOW PARK SPORTS CENTRE		
Arena - Ice	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 74.43
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 148.89
	Local Youth	\$ 87.58
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 131.36
	Local Adult	\$ 175.15
	Local - Commercial or admission charged -ADULT	\$ 232.94
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 290.76
	Non Prime Time - 12 midnight to 8 a.m.	\$ 153.75
Main Pool	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 67.68
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 135.35
	Local Youth	\$ 79.60
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 119.44
	Local Adult	\$ 159.24
	Local - Commercial or admission charged -ADULT	\$ 211.79
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 264.33
Leisure Pool	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 34.55
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 69.11
	Local Youth	\$ 40.66
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 60.97
	Local Adult	\$ 81.30
	Local - Commercial or admission charged -ADULT	\$ 108.11
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 134.95
1 Lane or Equivalent	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 11.41
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 22.80
	Local Youth	\$ 13.41
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 20.12
	Local Adult	\$ 26.83
	Local - Commercial or admission charged -ADULT	\$ 35.70
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 44.53
NSCR, Sonya Dery	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 17.41
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 26.37
	Local Youth	\$ 20.47
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 31.01
	Local Adult	\$ 31.01
	Local - Commercial or admission charged -ADULT	\$ 41.24
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 51.47
1/2 Sonya Dery	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 8.71
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 13.17
	Local Youth	\$ 10.24
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 15.51
	Local Adult	\$ 15.51
	Local - Commercial or admission charged -ADULT	\$ 20.61
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 25.73
Boxing/Spin Studio <i>Equipment included</i>	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 15.66
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 23.72

	Local Youth	\$ 18.43
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 27.92
	Local Adult	\$ 27.92
	Local - Commercial or admission charged -ADULT	\$ 37.14
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 46.34
Fitness/Dance Studio <i>Equipment included</i>	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 23.19
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 35.05
	Local Youth	\$ 27.28
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 41.24
	Local Adult	\$ 41.24
	Local - Commercial or admission charged -ADULT	\$ 54.85
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 68.45
Fees will be added for additional services listed in contract at applicable rates.		
Whistler Olympic Plaza Ice Rink		
	Local - Youth/Adult	\$ 113.03
	Local - Commercial or admission charged -YOUTH/ADULT	\$ 150.33
	Out-of-Town - Commercial or Admission charged - YOUTH/ADULT	\$ 187.63
Fees will be added for additional services listed in contract at applicable rates.		

Facility Rental Charges 2025

INDOOR FACILITIES

rates effective September 1, 2024 to August 31, 2025

per hour

MYRTLE PHILIP COMMUNITY SCHOOL/SPRING CREEK COMMUNITY SCHOOL and YOUTH CENTRE

Full Gym	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 38.27
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 58.00
	Local Youth	\$ 45.02
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 68.23
	Local Adult	\$ 68.23
	Local - Commercial or admission charged -ADULT	\$ 90.75
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 113.27

Alex Philip Lounge, Horstman Room, Toad Hall, Cheakamus A&B, Daisy A&B, Youth Centre

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 17.93
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 27.16
	Local Youth	\$ 21.08
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 31.94
	Local Adult	\$ 31.94
	Local - Commercial or admission charged -ADULT	\$ 42.48
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 53.01

1/2 Gym, Millar, Cheakamus, Daisy

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 23.84
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 36.12
	Local Youth	\$ 28.04
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 42.48
	Local Adult	\$ 42.48
	Local - Commercial or admission charged -ADULT	\$ 56.51
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 70.52

Kitchen

Rates listed are flat rates
when booked with
another room

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 21.24
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 32.18
	Local Youth	\$ 24.99
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 37.86
	Local Adult	\$ 37.85
	Local - Commercial or admission charged -ADULT	\$ 50.35
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 62.84

WHISTLER SECONDARY - A COMMUNITY SCHOOL

Full Gym	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 50.29
	Non-Commercial Use	\$ 75.45
	Commercial Use	\$ 201.16
Class Rooms, CAD Room, Music/Dance Studio	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 33.53
	Non-Commercial Use	\$ 50.29
	Commercial Use	\$ 134.11

SPRUCE GROVE FIELD HOUSE and LOST LAKE PASSIV HAUS

Spruce and Austria Room	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 23.84
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 36.12
	Local Youth	\$ 28.04
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 42.48
	Local Adult	\$ 42.48
	Local - Commercial or admission charged -ADULT	\$ 56.51
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 70.52

Kitchen (SGFH only)

Rates listed are flat rates
when booked with
another room

	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 29.73
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 45.05
	Local Youth	\$ 34.99
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 53.00
	Local Adult	\$ 53.00

	Local - Commercial or admission charged -ADULT	\$ 70.48
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 87.98
Fir and Whistler Blackcomb Foundation Room	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 18.16
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 26.64
	Local Youth	\$ 20.67
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 31.32
	Local Adult	\$ 31.32
	Local - Commercial or admission charged -ADULT	\$ 41.64
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 51.97
Fees will be added for additional services listed in contract at applicable rates.		
MEADOW PARK SPORTS CENTRE		
Arena - Ice	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 76.66
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 153.36
	Local Youth	\$ 90.21
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 135.30
	Local Adult	\$ 180.40
	Local - Commercial or admission charged -ADULT	\$ 239.93
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 299.49
	Non Prime Time - 12 midnight to 8 a.m.]	\$ 158.36
Main Pool	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 69.72
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 139.41
	Local Youth	\$ 81.99
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 123.02
	Local Adult	\$ 164.01
	Local - Commercial or admission charged -ADULT	\$ 218.14
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 272.26
Leisure Pool	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 35.59
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 71.19
	Local Youth	\$ 41.88
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 62.80
	Local Adult	\$ 83.74
	Local - Commercial or admission charged -ADULT	\$ 111.36
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 139.00
1 Lane or Equivalent	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 11.75
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 23.48
	Local Youth	\$ 13.81
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 20.73
	Local Adult	\$ 27.64
	Local - Commercial or admission charged -ADULT	\$ 36.77
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 45.87
NSCR, Sonya Dery	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 17.93
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 27.16
	Local Youth	\$ 21.08
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 31.94
	Local Adult	\$ 31.94
	Local - Commercial or admission charged -ADULT	\$ 42.48
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 53.01
1/2 Sonya Dery	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 8.97
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 13.57
	Local Youth	\$ 10.55
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 15.98
	Local Adult	\$ 15.98
	Local - Commercial or admission charged -ADULT	\$ 21.23
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 26.50
Boxing/Spin Studio <i>Equipment included</i>	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 16.13
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 24.43

	Local Youth	\$ 18.99
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 28.75
	Local Adult	\$ 28.75
	Local - Commercial or admission charged -ADULT	\$ 38.25
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 47.73
Fitness/Dance Studio <i>Equipment included</i>	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$ 23.88
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$ 36.10
	Local Youth	\$ 28.10
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$ 42.48
	Local Adult	\$ 42.48
	Local - Commercial or admission charged -ADULT	\$ 56.49
	Out-of-Town - Commercial or Admission charged - ADULT	\$ 70.51
Fees will be added for additional services listed in contract at applicable rates.		
Whistler Olympic Plaza Ice Rink		
	Local - Youth/Adult	\$ 116.42
	Local - Commercial or admission charged -YOUTH/ADULT	\$ 154.84
	Out-of-Town - Commercial or Admission charged - YOUTH/ADULT	\$ 193.26
Fees will be added for additional services listed in contract at applicable rates.		

SCHEDULE 6

Facility Rental Charges 2024 - 2025

OUTDOOR FACILITIES

Rates effective January 15 - December

		Year	
PARK EVENT AREAS		2024	2025
Rainbow, Lost Lake, Rebagliati, Meadow Park, Bayly			
	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$18.03	\$18.57
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$27.29	\$28.11
	Local Youth	\$0.00	\$0.00
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$32.12	\$33.08
	Local Adult	\$32.12	\$33.08
	Local - Commercial or admission charged -ADULT	\$42.70	\$43.98
	Out-of-Town - Commercial or Admission charged - ADULT	\$117.63	\$121.16
	<i>Maximum daily rate</i>	\$1,529.05	\$1,574.92
Lost Lake Warming Hut	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$15.87	\$16.35
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$24.04	\$24.76
	Local Youth	\$18.67	\$19.23
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$28.28	\$29.13
	Local Adult	\$28.28	\$29.13
	Local - Commercial or admission charged -ADULT	\$37.60	\$38.73
	Out-of-Town - Commercial or Admission charged - ADULT	\$46.95	\$48.36
SPORTS FIELDS			
Spruce Grove, Meadow Park, Myrtle Philip, Spring Creek, or Whistler Secondary (Each Field or Diamond)			
	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$9.02	\$9.29
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$13.65	\$14.06
	Local Youth	\$0.00	\$0.00
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$16.06	\$16.54
	Local Adult	\$16.06	\$16.54
	Local - Commercial or admission charged -ADULT	\$21.35	\$21.99
	Out-of-Town - Commercial or Admission charged - ADULT	\$26.66	\$27.46
Tournaments			
Hourly	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$9.02	\$9.29
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$13.65	\$14.06
	Local Youth	\$9.01	\$9.28
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$16.06	\$16.54
	Local Adult	\$16.06	\$16.54
	Local - Commercial or admission charged -ADULT	\$21.35	\$21.99
	Out-of-Town - Commercial or Admission charged - ADULT	\$26.66	\$27.46
Daily	Out-of-Town - Daily Rate- ADULT-YOUTH	\$206.07	\$212.25
	Local - Daily Rate - ADULT-YOUTH	\$164.37	\$169.30
Trails			
	Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$13.31	\$13.71
	Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$27.29	\$28.11
	Local Youth	\$0.00	\$0.00
	Local Commercial, admission charged or Out-of-Town - YOUTH	\$32.12	\$33.08
	Local Adult	\$32.12	\$33.08
	Local - Commercial or admission charged - ADULT	\$42.70	\$43.98
	Out-of-Town - Commercial or Admission charged - ADULT over 50 participants	\$66.58	\$68.58
	Out-of-Town - Commercial or Admission charged - ADULT under 50 participants	\$117.63	\$121.16
	<i>Maximum daily rate</i>	\$1,529.05	\$1,574.92
Outdoor Volleyball courts (per court)		\$2.20	\$2.27
Outdoor Tennis courts (per court)		\$4.54	\$4.68

Andree Vajda Janyk (AVJ) Sports Field			
Hourly	Local Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$10.82	\$11.14
	Local Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$37.88	\$39.02
	Local Youth	\$21.65	\$22.30
	Local Commercial or Admission charged - YOUTH	\$43.30	\$44.60
	Local Adult	\$75.78	\$78.05
	Local - Commercial or Admission charged -ADULT	\$92.00	\$94.76
	Out-of-Town Registered Agencies: Gov't/Edu/Charities/Non-profit - YOUTH	\$21.65	\$22.30
	Out-of-Town Registered Agencies: Gov't/Edu/Charities/Non-profit - ADULT	\$48.72	\$50.18
	Out-of-Town - Youth	\$43.30	\$44.60
	Out-of-Town - Commercial or Admission charged - Youth	\$64.94	\$66.89
	Out-of-Town - ADULT	\$92.00	\$94.76
	Out-of-Town - Commercial or Admission charged - ADULT	\$108.24	\$111.49
TOURNAMENT DAILY RATE (AVJ)			
Daily	Local - Daily Rate - YOUTH	\$259.78	\$267.57
	Local - Daily Rate - ADULT	\$909.25	\$936.53
	Out-of-Town - Daily Rate - YOUTH	\$519.57	\$535.16
	Out-of-Town - Daily Rate - ADULT	\$1,104.08	\$1,137.20

Fees will be added for additional services listed in contract at applicable rates.

*2024 Fees are effective January 15

SCHEDULE 7

Facility Rental Charges 2024 - 2025 OUTDOOR FACILITIES

Permit fees apply per season May 15 - October 15

NON-EXCLUSIVE USE PERMIT (NEUP)

A \$50 administration fee applies in addition to permit fees

2024											
Total user visits:			<250	250-500	501-1000	1001-2000	2001-3000	3001-5000	5001-8000	8001-11000	11001+
Local	Youth	Non-Profit	-	\$85.68	\$171.36	\$343.74	\$686.46	\$1,030.20	\$1,716.66	\$3,147.72	\$6,294.42
		Commercial	-	\$153.00	\$306.00	\$612.00	\$1,224.00	\$1,836.00	\$3,060.00	\$6,120.00	\$11,220.00
	Adult	Non-Profit	-	\$130.56	\$260.10	\$520.20	\$1,040.40	\$1,560.60	\$2,601.00	\$4,768.50	\$9,537.00
		Commercial	-	\$204.00	\$406.98	\$813.96	\$1,627.92	\$2,441.88	\$4,069.80	\$7,461.30	\$14,922.60
Out of Town	Youth	Non-Profit	-	\$85.68	\$171.36	\$343.74	\$686.46	\$1,030.20	\$1,716.66	\$3,147.72	\$6,294.42
		Commercial	-	\$153.00	\$306.00	\$612.00	\$1,224.00	\$1,836.00	\$3,060.00	\$5,610.00	\$11,220.00
	Adult	Non-Profit	-	\$130.56	\$260.10	\$520.20	\$1,040.40	\$1,560.60	\$2,601.00	\$4,768.50	\$9,537.00
		Commercial	-	\$253.98	\$507.96	\$1,015.92	\$2,031.84	\$3,047.76	\$5,079.60	\$9,312.60	\$18,625.20

2025											
Total user visits:			<250	250-500	501-1000	1001-2000	2001-3000	3001-5000	5001-8000	8001-11000	11001+
Local	Youth	Non-Profit	-	\$88.25	\$176.50	\$354.05	\$707.05	\$1,061.11	\$1,768.16	\$3,242.15	\$6,483.25
		Commercial	-	\$157.59	\$315.18	\$630.36	\$1,260.72	\$1,891.08	\$3,151.80	\$6,303.60	\$11,556.60
	Adult	Non-Profit	-	\$134.48	\$267.90	\$535.81	\$1,071.61	\$1,607.42	\$2,679.03	\$4,911.56	\$9,823.11
		Commercial	-	\$210.12	\$419.19	\$838.38	\$1,676.76	\$2,515.14	\$4,191.89	\$7,685.14	\$15,370.28
Out of Town	Youth	Non-Profit	-	\$88.25	\$176.50	\$354.05	\$707.05	\$1,061.11	\$1,768.16	\$3,242.15	\$6,483.25
		Commercial	-	\$157.59	\$315.18	\$630.36	\$1,260.72	\$1,891.08	\$3,151.80	\$5,778.30	\$11,556.60
	Adult	Non-Profit	-	\$134.48	\$267.90	\$535.81	\$1,071.61	\$1,607.42	\$2,679.03	\$4,911.56	\$9,823.11
		Commercial	-	\$261.60	\$523.20	\$1,046.40	\$2,092.80	\$3,139.19	\$5,231.99	\$9,591.98	\$19,183.96

RESORT MUNICIPALITY OF WHISTLER

CODE OF CONDUCT BYLAW NO. 2397, 2023 (OPTION A)

A BYLAW TO REGULATE THE CONDUCT FOR COUNCIL MEMBERS

WHEREAS municipalities and their Councils are recognized as an order of government within their jurisdiction that is democratically elected, autonomous, responsible and accountable;

AND WHEREAS Council Members recognize that they hold office for the benefit of the public and that their conduct must adhere to the highest ethical standards, exceeding the minimum obligations required by law, in order to build and inspire the public's trust and confidence in local government;

AND WHEREAS it is to the benefit of the community for Council Members to conduct their business in accordance with the guiding principles of integrity, accountability, respect, leadership and collaboration;

AND WHEREAS a written Code of Conduct demonstrates that Council Members share a common understanding of the ethical obligations which are essential to the fair and effective operation of government;

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

PART 1 – GENERAL

CITATION

1. This Bylaw may be cited for all purposes as "Code of Conduct Bylaw No. 2397, 2023".

DEFINITIONS

2. In this Bylaw:
 - a) "CAO" means the Chief Administrative Officer for the Resort Municipality of Whistler;
 - b) "Committee Member" means a person appointed to a committee, sub-committee, task force, commission, board, or other Council-established body under the *Community Charter* – Part 5, Division 4 – Committees, Commissions and Other bodies, or the *Local Government Act*, but does not include a Council Member;
 - c) "Council Member" means the Mayor and Councillors for the RMOW;
 - d) "FIPPA" means the *Freedom of Information and Protection of Privacy Act*;

- e) “Investigator” means the person appointed to fulfill the duties and responsibilities assigned in Part 3 of this Bylaw;
- f) “RMOW” means the Resort Municipality of Whistler;
- g) “Staff” means an officer or employee of the RMOW, but does not include contractors; and
- h) “Volunteer” means a person serving the RMOW, without compensation, who is not a Council Member, Committee Member or Staff.

FOUNDATIONAL PRINCIPLES

- 3. Council Members must uphold the following principles:
 - a) Openness: Council Members must conduct their duties in an open, transparent, and impartial manner, except where this conflicts with their duties to protect confidential information.
 - b) Fairness: Council Members must consider all issues consistently and fairly, considering all relevant facts, opinions, and analysis of which a Council Member should be reasonably aware.
 - c) Respect: Council Members must have due regard for diverse perspectives and treat members of the public, on another, and Staff with respect, kindness, and dignity.
 - d) Integrity: Council Members are keepers of the public trust and must uphold the highest standards of ethical behaviour. Council Members are expected to act lawfully, be free from undue influence and make decisions that benefit the community.
 - e) Accountability: Council Members are trusted to act competently, diligently, and responsibly. They must be held accountable for their actions and decisions.
 - f) Leadership and Collaboration: Council Members are expected to demonstrate behaviour that builds and inspires public trust and confidence in local government. They will demonstrate and promote these foundational principles and the standards of conduct set out in this Bylaw. Council Members will seek to collaborate whenever possible, working towards a common goal that benefits the community.

PURPOSE AND INTERPRETATION

- 4. This Bylaw sets out the rules Council Members must follow in fulfilling their duties and responsibilities as elected officials, and the powers and procedures of the Investigator in exercising oversight over Council Members.
- 5. The purpose of this Bylaw is not to stifle Council Members or to limit their ability to fully perform the governmental and advocacy functions that their position

entails, with all the vigour, flair and freedom that is typical of a well-functioning democratic institution, but instead to guide Council Members to undertake those functions in a manner that accords with sound ethical principles.

6. Although the preamble and the foundational principles set out above cannot support a stand-alone basis for a complaint, they provide a helpful framework within which to review the actions of Council Members against the substantive provisions of this Bylaw.
7. The provisions of this Bylaw are to be interpreted broadly and in a manner that is consistent with the *Community Charter*.
8. Nothing in this Bylaw is intended to preclude Council Members, prior to the filing of a complaint, from speaking to each other to resolve matters which may otherwise be captured by this Bylaw.
9. As an expression of the standards of conduct for Council Members expected by the RMOW, this Bylaw is intended to be self-enforcing. This Bylaw becomes most effective when Council Members are thoroughly familiar with it and embrace its provisions. For this reason, this Bylaw will be provided as information to all candidates for Council.

APPLICATION

10. This Bylaw applies to all Council Members, inclusive of their actions in their capacity as members of RMOW boards, committees, and other discretionary appointments.
11. Unless otherwise provided, this Bylaw does not apply to a Council Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in RMOW governance.
12. For clarity, the provisions of this Bylaw apply without limitation to a Council Member's use of personal and professional social media accounts.
13. In the event of a conflict between this Bylaw and another RMOW bylaw or policy governing Council Member conduct, this Bylaw prevails.
14. In this Bylaw, a reference to a person who holds an office includes a reference to the persons appointed to act for that person from time to time.

SEVERABILITY

15. If any part of this Bylaw is held invalid or unenforceable by a Court of competent jurisdiction, the invalid part must be severed, and the balance of the Bylaw is not affected.

PART 2 – COUNCIL MEMBER CONDUCT

COMPLY WITH ALL LAWS

16. Council Members shall comply with all applicable federal, provincial and municipal laws in the performance of their public duties, including but not limited to:
- a) the *Local Government Act*;
 - b) the *Community Charter*;
 - c) FIPPA;
 - d) the British Columbia *Human Rights Code*; and
 - e) all bylaws and policies of the RMOW.

GENERAL CONDUCT

17. Council Members shall not harass or defame other Council Members, Committee Members, Staff, or Volunteers.
- a) Harassment includes:
 - i. any conduct that would be contrary to the RMOW's Administrative Procedures F-13: Respectful Workplace and F-5: Prevention of Workplace Harassment, as those Administrative Procedures would apply to Staff;
 - ii. any unwelcome or objectionable conduct or comment that would be considered discriminatory under the British Columbia *Human Rights Code* if the conduct or comment was in respect of any of the following protected characteristics or grounds of discrimination:
 - 1. race,
 - 2. conviction for an offence,
 - 3. colour,
 - 4. ancestry,
 - 5. physical disability,
 - 6. place of origin,
 - 7. mental disability,
 - 8. political belief,
 - 9. sex,
 - 10. religion,
 - 11. age,
 - 12. marital status,
 - 13. sexual orientation,
 - 14. family status;
 - iii. any objectionable or unwelcome sexual solicitations or advances;

and

- iv. any unwelcome or objectionable conduct or comment that causes an individual to be humiliated or intimidated, including but not limited to:
 - 1. verbal aggression or insults,
 - 2. making derogatory comments, including questioning the professional competence of another Council Member, Committee Member, Volunteer, or Staff member,
 - 3. calling someone derogatory names,
 - 4. hazing or intimidation practices,
 - 5. vandalizing personal belongings,
 - 6. bullying, or
 - 7. spreading malicious and untrue rumours.
- 18. Council Members shall treat other Council Members, Committee Members, Staff, and Volunteers with respect and dignity.
- 19. Council Members shall not use their office to attempt to gain personal or financial benefits for themselves, their family members, their friends, or business interests.

INTERACTIONS WITH STAFF

- 20. Council Members shall direct questions and inquiries regarding departmental issues to the CAO and shall refrain from contacting Staff directly, unless the communication is minor and for the purpose of seeking administrative clarity.
- 21. Council Members shall not interfere with, hinder, or obstruct Staff in the exercise or performance of their roles, responsibilities, powers, duties, or functions, nor shall they impair the ability of Staff to implement Council policy decisions in accordance with section 153 of the *Community Charter*.
- 22. Council Members shall not request or require that Staff undertake personal or private work on behalf of a Council Member.
- 23. Council Members shall not request or require that Staff engage in political activities or subject them to reprisal of any kind for refusing to engage in such activities.
- 24. Information obtained by any Council Member, which is likely to be used in a Council or political debate, must be provided to all other Council Members, and to the CAO.

INTERACTIONS WITH THE PUBLIC AND MEDIA

- 25. Council Members must not communicate on behalf of the RMOW unless authorized to do so:
 - a) by Council resolution; or

- b) by virtue of a position or role the Council Member has been authorized to undertake by Council.
- 26. Without limiting the ability of the Council Member to hold a position on an issue and respectfully express their opinions, a Council Member must ensure that:
 - a) their communications relating to Council business are accurate and not issue any communication that the Council Member knows, or ought to have known, to be false;
 - b) all communications by, and on behalf of a Council Member, are respectful and do not discriminate against, harass, or defame any Council Member, Committee Member, Staff, or Volunteer; and
 - c) they will not misrepresent the decisions of the Council, even if they disagree with that decision of Council.

PUBLIC MEETINGS

- 27. Council Members must act with decorum at Council and Committee meetings and in accordance with the "Council Procedure Bylaw No. 2207, 2018".

HANDLING OF CONFIDENTIAL INFORMATION

- 28. Council Members must comply with the provisions of FIPPA and the policies and guidelines established by the RMOW.
- 29. Council Members shall keep information and records prohibited from release under section 117 of the *Community Charter* in strict confidence.
- 30. Without limiting the generality of section 29, Council Members shall not disclose:
 - a) information or records concerning the property, personnel, legal affairs or other information of the RMOW distributed for the purposes of, or considered in, a closed Council meeting;
 - b) resolutions or Staff report contents from a closed meeting of Council unless and until a Council decision has been made for the information to become public; or
 - c) details on Council's closed meeting deliberations or how individual Council Members voted on a question in a closed meeting.
- 31. Council Members shall not use confidential information to advance, directly or indirectly, their own personal, financial or other private interests.

CONFLICT OF INTEREST

- 32. Council Members shall not participate in discussion of a matter, or vote on a

question in respect of that matter, if the Council Member has a conflict of interest.

33. In respect of each matter before Council, Council Members shall:
 - a) assess whether they have a conflict of interest; and
 - b) determine whether it is necessary to seek independent legal advice at their own cost, except where the CAO approves the cost, with respect to any situation that may result in a conflict of interest.
34. If a Council Member believes that they have a conflict of interest in respect of a matter in a Council or committee meeting, the Council Member shall:
 - a) prior to the matter's consideration, notify the Mayor or Chair of the meeting that they have a conflict of interest, stating in general terms why they consider that to be the case;
 - b) leave any meeting if the matter is discussed and not return until the discussion has ended or voting has been concluded;
 - c) refrain from discussing the matter with any other Council Member publicly or privately; and
 - d) refrain from attempting in any way to influence the voting on any question in respect of the matter.

GIFTS

35. Council Members shall not accept a gift or personal benefit, except in accordance with section 105 of the *Community Charter*.
36. Council Members shall disclose a gift or personal benefit, received in accordance with section 105 of the *Community Charter*, as per section 106 of the *Community Charter*.

USE OF INFLUENCE

37. Council Members must not attempt to influence a decision of Council, a committee, or Staff if the Council Member has a pecuniary conflict of interest in relation to that decision.
38. Council Members must not use their office to provide preferential treatment to any person or organization except as warranted by the ordinary and lawful discharge of their duties.
39. Council Members must not intimidate, improperly influence, threaten, or coerce Staff.

USE OF PUBLIC RESOURCES AND ELECTION ACTIVITIES

40. Council Members shall not use any RMOW property or assets or any other public resources such as Staff time, equipment, technology, supplies, facilities or other property for private gain, personal purposes, or election-related purposes.
41. Council Members shall not undertake municipal election campaign related activities at Municipal Hall or on other premises owned by the RMOW during regular working hours, unless such activities are organized by the RMOW.
42. Council Members shall comply with all applicable election legislation, including without limitation, the *Local Government Act* and the *Local Elections Campaign Financing Act*.

BUSINESS RELATIONS

43. Council Members who engage in another profession, business or occupation concurrently while holding elected office shall not allow such activity to materially affect the Council Member's integrity, independence or competence.

PART 3 – APPOINTMENT OF INVESTIGATOR

APPOINTMENT OF INVESTIGATOR

44. The CAO shall, upon receipt of a complaint, appoint an Investigator to fulfill the duties and responsibilities described in sections 45 to 47.

DUTIES AND RESPONSIBILITIES

45. The duties and responsibilities of the Investigator are as follows:
 - a) to receive and assess a complaint to determine if the complaint must be rejected, closed, resolved informally or investigated;
 - b) to assist with informal resolution of a complaint;
 - c) to investigate and conduct inquiries into alleged violations of this Bylaw;
 - d) to report to Council as to whether a Council Member has breached this Bylaw; and
 - e) to make recommendations on an appropriate remedy if a Council Member has breached this Bylaw.
46. The Investigator must perform the duties and responsibilities under this Bylaw in an independent manner.
47. An Investigator may only be dismissed for cause.

PART 4 – COMPLAINT AND RESOLUTION PROCEDURES

PRELIMINARY STEPS

48. If a Council Member believes that they have observed another Council Member engaging in conduct that would breach this Bylaw, they must attempt to resolve the complaint directly with the other Council Member, if possible, prior to submitting a complaint under section 49.

COMPLAINT PROCEDURE

49. Subject to section 48, a Council Member or Staff member may submit a complaint to the CAO, or if the complaint involves the CAO, then to the Corporate Officer.
50. Upon receipt of a complaint, the CAO (or Corporate Officer, if the complaint involves the CAO) shall retain an Investigator.
51. A complaint must be in writing, must be submitted within 60 days of the alleged breach, and must include, with sufficient detail:
- a) the name of the complainant;
 - b) the name of the respondent Council Member(s);
 - c) the conduct that the complainant alleges was in breach of this Bylaw;
 - d) the date of the alleged conduct;
 - e) the parts of this Bylaw the alleged conduct breached;
 - f) the basis for the complainant's knowledge about the conduct; and
 - g) whether, if the complainant is a Council Member, there was any attempt to resolve the complaint informally under section 48.
52. The CAO (or Corporate Officer, if the complaint involves the CAO) may accept a complaint notwithstanding that it does not comply with all the requirements of section 51 if there has been substantial compliance or the circumstances warrant acceptance.
53. A complaint submitted outside the time limits set out in section 51 must be rejected, except that the Investigator may grant an extension of no more than 30 further days if the circumstances of the complaint are sufficiently serious.
54. In an election year, complaints submitted from the first day of the nomination period to the general voting day must be accepted and held in abeyance until after the new Council has taken office. At that time, complaints shall only proceed if they relate to a Council Member who was re-elected in that election year.

55. For certainty, if the Council Member who is the subject of the complaint held in abeyance pursuant to section 54 is not re-elected, the complaint must be rejected.

PRELIMINARY ASSESSMENT

56. On receipt of a complaint, the Investigator shall conduct a preliminary assessment. If the Investigator determines that any of the following circumstances apply, then they must notify the complainant and respondent Council Member in writing that the complaint will be closed, stating the reasons for the closure:
- a) the complaint is not with respect to a breach of this Bylaw;
 - b) the complaint is frivolous, vexatious, or not made in good faith;
 - c) the complaint is being addressed through a separate process or should be directed to a more appropriate process;
 - d) the complaint was not in compliance with section 51, and the respondent Council Member will be prejudiced by the complainant's failure to comply;
 - e) the complaint concerns the same subject matter as a previous complaint that has already been accepted under this section, and it is not necessary to expand that original complaint or add the new complaint;
 - f) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
 - g) the complaint was submitted by a Council Member, and the Council Member ought to have first attempted to resolve the complaint informally under section 48; or
 - h) there are no possible grounds on which to conclude that a violation of this Bylaw has occurred.
57. In completing the preliminary assessment, the Investigator may request further information from the complainant before determining whether there are sufficient grounds for believing that a breach of this Bylaw may have occurred.

CRIMINAL CONDUCT

58. If, at any stage in the complaint procedure, the Investigator determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code*, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must refer the matter to the appropriate authorities and immediately suspend any investigation into the complaint until any resulting police investigation or charges have been finally disposed of, and shall report the suspension to Council, the complainant, and the respondent Council Member.

59. For certainty, a complaint must be suspended while the respondent Council Member is on a mandatory leave of absence under section 109.3(1) of the *Community Charter*, and may be re-commenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the *Community Charter*.

DISQUALIFICATION PROCEEDINGS

60. If, at any stage of the complaint procedure, the Investigator determines that:
- a) the subject-matter of the complaint is being addressed in a disqualification proceeding commenced under section 111 of the *Community Charter*; or
 - b) the complainant could commence a disqualification proceeding under section 111 of the *Community Charter* in relation to the matter that is the subject of the complaint
- the complaint must immediately be suspended until the proceeding under subsection a) has concluded or the time-period within which the complaint could commence a proceeding under subsection b) has expired.
61. If the Investigator has suspended a complaint under section 60, they may re-commence the complaint upon the conclusion of a disqualification proceeding, or the time-period within which a disqualification proceeding could be filed has expired, if:
- a) the Council Member who is subject to the complaint has not been disqualified from the office by the British Columbia Supreme Court; and
 - b) it would be in the public interest to do so.

INFORMAL RESOLUTION

62. If the Investigator determines that none of the circumstances in section 56 apply, they must determine whether the complaint requires formal investigation or whether the complaint may be resolved informally.
63. When determining whether the complaint may be resolved informally, the Investigator:
- a) may consider culturally appropriate or transformative, restorative or Indigenous justice approaches and may engage a third-party mediator or facilitator to assist in the informal resolution of the complaint; and
 - b) shall give strong preference to the informal resolution process wherever possible.
64. The third-party assisting in the informal resolution of a complaint will assess the suitability of the complaint for settlement or resolution on an on-going basis and may decline to assist at any point.

65. The complainant or the respondent Council Member may decline to participate in an informal resolution at any time.
66. If the complaint is resolved informally by someone other than the Investigator, the third-party assisting in resolving the complaint must notify the Investigator in writing of the terms of the resolution, upon receipt of which, the Investigator must close the complaint.
67. If the third-party assisting in resolving the complaint determines at any time that the complaint cannot be resolved informally, they must refer the complaint back to the Investigator for a formal investigation.

FORMAL RESOLUTION

68. If the complaint is not rejected, closed, or resolved informally within 45 days of the decision in section 62 to resolve informally, the Investigator must proceed with a formal investigation.
69. The Investigator shall deliver the complaint to the respondent Council Member, along with a request that the respondent Council Member provide a written response to the complaint, together with any submissions that the respondent Council Member chooses to make, within 10 days, subject to the Investigator's discretion to reasonably extend that timeline.
70. The Investigator may, at their discretion, deliver the respondent Council Member's written response and submissions to the complainant and request a reply in writing within 10 days, subject to the Investigator's discretion to reasonably extend the timeline.
71. The Investigator may:
 - a) speak to anyone relevant to the complaint;
 - b) review any documents relevant to the complaint, including closed meeting agendas and minutes; and
 - c) access any record in the custody or control of the RMOW, within the meaning of FIPPA, with the exception of records subject to solicitor-client privilege.
72. The Investigator has discretion to conduct the investigation as they see fit, but must ensure that the investigation complies with the rules of procedural fairness and natural justice required in the circumstances of the complaint.

ADJUDICATION AND REPORTING

73. The Investigator must conclude the investigation and make a determination regarding the alleged breach within 90 days of making the determination to proceed with a formal investigation, unless the Investigator determines that doing so is not practicable, in which case the Investigator must notify the

complainant and respondent Council Member of the delay and provide a revised decision date. The revised decision date may be extended by periods of up to 30 days at a time on provision of written notice to the complainant and respondent Council Member.

74. If, after reviewing all the material information, the Investigator determines that a Council Member did not violate this Bylaw, then the Investigator shall:
- a) prepare a written investigation report providing reasons for their determination, which shall include a determination of whether the complaint was submitted frivolously, vexatiously or in bad faith;
 - b) deliver a summary of the investigation report to the complainant;
 - c) deliver a copy of the investigation report to the respondent Council Member and Council; and
 - d) in consultation with Staff, make the investigation report, or a summary, publicly available in compliance with FIPPA.
75. If, after reviewing all the material information, the Investigator determines that a Council Member did violate this Bylaw, then the Investigator shall:
- a) prepare a written investigation report providing reasons for their determination, which must include:
 - i. a summary of the factual findings of the Investigator;
 - ii. an application of the Bylaw, and any other applicable law, to the facts;
 - iii. a recommendation of the appropriate remedy, subject to subsection iv; and
 - iv. if applicable, a determination of whether the respondent Council Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent or due to an error in judgment made in good faith, in which case the Investigator may recommend that no remedy be imposed;
 - b) notify the complainant that the investigation is complete and inform them that the investigation report, or a summary thereof, will be subsequently released by Council in accordance with section 79;
 - c) deliver a copy of the investigation report to the respondent Council Member; and
 - d) 48 hours after the delivery of the investigation report to the respondent Council Member, deliver a copy of the investigation report to Council.

FINAL DETERMINATION BY COUNCIL

76. Council must, within 45 days of the Investigator's delivery of the investigation report pursuant to section 75.d), decide on the appropriate measures, if any, that are warranted by a breach of this Bylaw.
77. Prior to Council making any decision regarding the findings and recommendations set out in the investigation report, the respondent Council Member must be provided with an opportunity, in person and in writing, to comment to Council on the Investigator's determinations and recommendations.
78. While an investigation report may be considered in a closed meeting, if the circumstances warrant and there is a valid reason to close the meeting under section 90 of the *Community Charter*, when Council deliberates and votes on the Investigator's recommendation, it will generally do so in an open meeting.
79. Within 30 days of Council's final decision about an investigation, it must, subject to the RMOW's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of Council's decision.

REMEDIES

80. Remedies that may be imposed by Council for a violation of this Bylaw include the following:
 - a) a letter of reprimand from Council, addressed to the respondent Council Member;
 - b) a request from Council that the respondent Council Member issue a letter of apology;
 - c) the publication of letters contemplated in subsections a) and b), along with the respondent Council Member's response, if any;
 - d) directions to the CAO regarding the method of providing documents that contain confidential information to the respondent Council Member;
 - e) a recommendation that the respondent Council Member attend specific training or counselling related to the conduct at issue;
 - f) a request from Council that the respondent Council Member return a gift or benefit or, where the gift or benefit cannot be returned, reimburse the donor for the value of the gift or benefit;
 - g) limitations on access to certain RMOW facilities;
 - h) prohibition from representing the RMOW at events and/or attending conferences;
 - i) suspension or removal of the respondent Council Member from the Acting Mayor rotation or any committee and board appointments;

- j) public censure of the respondent Council Member; or
 - k) any other remedy recommended by the Investigator, so long as that remedy is within the authority of Council.
81. Council must consider the following factors when determining whether to impose a remedy on a Council Member:
- a) the degree and nature of the conduct;
 - b) whether the contravention was a single or repeated act;
 - c) whether the respondent Council Member knowingly contravened this Bylaw;
 - d) whether the respondent Council Member took steps to mitigate or remedy the contravention;
 - e) the respondent Council Member's history of other contraventions; and
 - f) if applicable, the Investigator's finding that the respondent Council Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.

REMUNERATION

82. Where the Investigator finds that a Council Member:
- a) breached this Bylaw; or
 - b) submitted a complaint that was frivolous, vexatious, or made in bad faith
- the remuneration to which that Council Member would otherwise be entitled shall be reduced in accordance with *Council Policy A-30: Council Remuneration Policy*.
83. Notwithstanding section 82.a), the remuneration shall not be reduced if the Investigator makes a finding under section 75.a)iv that the respondent Council Member took all reasonable steps to avoid the breach or that the breach was trivial, inadvertent or due to an error in judgment made in good faith.

CONFIDENTIALITY OF THE INVESTIGATION

84. The CAO, Corporate Officer and Investigator must make all reasonable efforts to process and investigate the complaints in a confidential manner.
85. The Investigator and every person acting under the Investigator's instructions must preserve confidentiality with respect to all matters that come into the Investigator's knowledge in the course of any investigation or complaint, except as otherwise required by law.
86. Council Members must make all reasonable efforts to keep complaints under

this Bylaw, at any stage, confidential, except as otherwise provided in this Bylaw.

REPRISALS AND OBSTRUCTION

87. No Council Member or Staff member will obstruct the Investigator, CAO or Corporate Officer in relation to the administration of this Bylaw or the investigation of a complaint. Without limitation, the following shall constitute obstruction:

- a) uttering of threats or undertaking any reprisal against any person involved in a complaint;
- b) destruction of relevant records or documents; and
- c) refusal to cooperate with the Investigator.

FRIVOLOUS AND VEXATIOUS COMPLAINTS

88. Any individual who is found to have obstructed the Investigator, contrary to section 87, or who makes a complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:

- a) in the case of Council Members, the remedies described above in section 80;
- b) in the case of Staff, disciplinary measures or termination of employment for just cause, as applicable; or
- c) in the case of any complainant, prohibition against filing a complaint under this Bylaw for a specified and reasonable period of time.

REIMBURSEMENT OF COSTS

89. A Council Member may make a request to Council for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this Bylaw. If appropriate, after considering all the circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member, provided that all of the following are met:

- a) the Council Member has not previously been found to have breached this Bylaw;
- b) the Council Member did not engage in dishonest, grossly negligent, or malicious conduct; and
- c) the amount claimed does not exceed \$10,000.

PART 5 – ENACTMENT

EFFECTIVE DATE

90. This Bylaw comes into force and effect on adoption.

GIVEN FIRST, SECOND and THIRD READINGS this ____ day of ____, 2023.

ADOPTED this ____ day of ____, 2023.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a
true copy of "Code of Conduct Bylaw
No. 2397, 2023".

RESORT MUNICIPALITY OF WHISTLER

CODE OF CONDUCT BYLAW NO. 2397, 2023 (OPTION B)

A BYLAW TO REGULATE THE CONDUCT FOR COUNCIL MEMBERS

WHEREAS municipalities and their Councils are recognized as an order of government within their jurisdiction that is democratically elected, autonomous, responsible and accountable;

AND WHEREAS Council Members recognize that they hold office for the benefit of the public and that their conduct must adhere to the highest ethical standards, exceeding the minimum obligations required by law, in order to build and inspire the public's trust and confidence in local government;

AND WHEREAS it is to the benefit of the community for Council Members to conduct their business in accordance with the guiding principles of integrity, accountability, respect, leadership and collaboration;

AND WHEREAS a written Code of Conduct demonstrates that Council Members share a common understanding of the ethical obligations which are essential to the fair and effective operation of government;

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

PART 1 – GENERAL

CITATION

1. This Bylaw may be cited for all purposes as "Code of Conduct Bylaw No. 2397, 2023".

DEFINITIONS

2. In this Bylaw:
 - a) "CAO" means the Chief Administrative Officer for the Resort Municipality of Whistler;
 - b) "Committee Member" means a person appointed to a committee, sub-committee, task force, commission, board, or other Council-established body under the *Community Charter* – Part 5, Division 4 – Committees, Commissions and Other bodies, or the *Local Government Act*, but does not include a Council Member;
 - c) "Council Member" means the Mayor and Councillors for the RMOW;
 - d) "FIPPA" means the *Freedom of Information and Protection of Privacy Act*;

- e) “Investigator” means the person appointed to fulfill the duties and responsibilities assigned in Part 3 of this Bylaw;
- f) “RMOW” means the Resort Municipality of Whistler;
- g) “Staff” means an officer or employee of the RMOW, but does not include contractors; and
- h) “Volunteer” means a person serving the RMOW, without compensation, who is not a Council Member, Committee Member or Staff.

FOUNDATIONAL PRINCIPLES

- 3. Council Members must uphold the following principles:
 - a) Openness: Council Members must conduct their duties in an open, transparent, and impartial manner, except where this conflicts with their duties to protect confidential information.
 - b) Fairness: Council Members must consider all issues consistently and fairly, considering all relevant facts, opinions, and analysis of which a Council Member should be reasonably aware.
 - c) Respect: Council Members must have due regard for diverse perspectives and treat members of the public, on another, and Staff with respect, kindness, and dignity.
 - d) Integrity: Council Members are keepers of the public trust and must uphold the highest standards of ethical behaviour. Council Members are expected to act lawfully, be free from undue influence and make decisions that benefit the community.
 - e) Accountability: Council Members are trusted to act competently, diligently, and responsibly. They must be held accountable for their actions and decisions.
 - f) Leadership and Collaboration: Council Members are expected to demonstrate behaviour that builds and inspires public trust and confidence in local government. They will demonstrate and promote these foundational principles and the standards of conduct set out in this Bylaw. Council Members will seek to collaborate whenever possible, working towards a common goal that benefits the community.

PURPOSE AND INTERPRETATION

- 4. This Bylaw sets out the rules Council Members must follow in fulfilling their duties and responsibilities as elected officials, and the powers and procedures of the Investigator in exercising oversight over Council Members.
- 5. The purpose of this Bylaw is not to stifle Council Members or to limit their ability to fully perform the governmental and advocacy functions that their position

entails, with all the vigour, flair and freedom that is typical of a well-functioning democratic institution, but instead to guide Council Members to undertake those functions in a manner that accords with sound ethical principles.

6. Although the preamble and the foundational principles set out above cannot support a stand-alone basis for a complaint, they provide a helpful framework within which to review the actions of Council Members against the substantive provisions of this Bylaw.
7. The provisions of this Bylaw are to be interpreted broadly and in a manner that is consistent with the *Community Charter*.
8. Nothing in this Bylaw is intended to preclude Council Members, prior to the filing of a complaint, from speaking to each other to resolve matters which may otherwise be captured by this Bylaw.
9. As an expression of the standards of conduct for Council Members expected by the RMOW, this Bylaw is intended to be self-enforcing. This Bylaw becomes most effective when Council Members are thoroughly familiar with it and embrace its provisions. For this reason, this Bylaw will be provided as information to all candidates for Council.

APPLICATION

10. This Bylaw applies to all Council Members, inclusive of their actions in their capacity as members of RMOW boards, committees, and other discretionary appointments.
11. Unless otherwise provided, this Bylaw does not apply to a Council Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in RMOW governance.
12. For clarity, the provisions of this Bylaw apply without limitation to a Council Member's use of personal and professional social media accounts.
13. In the event of a conflict between this Bylaw and another RMOW bylaw or policy governing Council Member conduct, this Bylaw prevails.
14. In this Bylaw, a reference to a person who holds an office includes a reference to the persons appointed to act for that person from time to time.

SEVERABILITY

15. If any part of this Bylaw is held invalid or unenforceable by a Court of competent jurisdiction, the invalid part must be severed, and the balance of the Bylaw is not affected.

PART 2 – COUNCIL MEMBER CONDUCT

COMPLY WITH ALL LAWS

16. Council Members shall comply with all applicable federal, provincial and municipal laws in the performance of their public duties, including but not limited to:
- a) the *Local Government Act*;
 - b) the *Community Charter*;
 - c) FIPPA;
 - d) the British Columbia *Human Rights Code*; and
 - e) all bylaws and policies of the RMOW.

GENERAL CONDUCT

17. Council Members shall not harass or defame other Council Members, Committee Members, Staff, or Volunteers.
- a) Harassment includes:
 - i. any conduct that would be contrary to the RMOW's Administrative Procedures F-13: Respectful Workplace and F-5: Prevention of Workplace Harassment, as those Administrative Procedures would apply to Staff;
 - ii. any unwelcome or objectionable conduct or comment that would be considered discriminatory under the British Columbia *Human Rights Code* if the conduct or comment was in respect of any of the following protected characteristics or grounds of discrimination:
 - 1. race,
 - 2. conviction for an offence,
 - 3. colour,
 - 4. ancestry,
 - 5. physical disability,
 - 6. place of origin,
 - 7. mental disability,
 - 8. political belief,
 - 9. sex,
 - 10. religion,
 - 11. age,
 - 12. marital status,
 - 13. sexual orientation,
 - 14. family status;
 - iii. any objectionable or unwelcome sexual solicitations or advances;

and

- iv. any unwelcome or objectionable conduct or comment that causes an individual to be humiliated or intimidated, including but not limited to:
 - 1. verbal aggression or insults,
 - 2. making derogatory comments, including questioning the professional competence of another Council Member, Committee Member, Volunteer, or Staff member,
 - 3. calling someone derogatory names,
 - 4. hazing or intimidation practices,
 - 5. vandalizing personal belongings,
 - 6. bullying, or
 - 7. spreading malicious and untrue rumours.
- 18. Council Members shall treat other Council Members, Committee Members, Staff, and Volunteers with respect and dignity.
- 19. Council Members shall not use their office to attempt to gain personal benefits for themselves, their family members, their friends, or business interests.

INTERACTIONS WITH STAFF

- 20. Council Members shall direct questions and inquiries regarding departmental issues to the CAO and shall refrain from contacting Staff directly, unless the communication is minor and for the purpose of seeking administrative clarity.
- 21. Council Members shall not interfere with, hinder, or obstruct Staff in the exercise or performance of their roles, responsibilities, powers, duties, or functions, nor shall they impair the ability of Staff to implement Council policy decisions in accordance with section 153 of the *Community Charter*.
- 22. Council Members shall not request or require that Staff undertake personal or private work on behalf of a Council Member.
- 23. Council Members shall not request or require that Staff engage in political activities or subject them to reprisal of any kind for refusing to engage in such activities.
- 24. Information obtained by any Council Member, which is likely to be used in a Council or political debate, must be provided to all other Council Members, and to the CAO.

INTERACTIONS WITH THE PUBLIC AND MEDIA

- 25. Council Members must not communicate on behalf of the RMOW unless authorized to do so:
 - a) by Council resolution; or

- b) by virtue of a position or role the Council Member has been authorized to undertake by Council.
- 26. Without limiting the ability of the Council Member to hold a position on an issue and respectfully express their opinions, a Council Member must ensure that:
 - a) their communications relating to Council business are accurate and not issue any communication that the Council Member knows, or ought to have known, to be false;
 - b) all communications by, and on behalf of a Council Member, are respectful and do not discriminate against, harass, or defame any Council Member, Committee Member, Staff, or Volunteer; and
 - c) they will not misrepresent the decisions of the Council, even if they disagree with that decision of Council.

PUBLIC MEETINGS

- 27. Council Members must act with decorum at Council and Committee meetings and in accordance with the "Council Procedure Bylaw No. 2207, 2018".

HANDLING OF CONFIDENTIAL INFORMATION

- 28. Council Members must comply with the provisions of FIPPA and the policies and guidelines established by the RMOW.
- 29. Council Members shall keep information and records prohibited from release under section 117 of the *Community Charter* in strict confidence.
- 30. Without limiting the generality of section 29, Council Members shall not disclose:
 - a) information or records concerning the property, personnel, legal affairs or other information of the RMOW distributed for the purposes of, or considered in, a closed Council meeting;
 - b) resolutions or Staff report contents from a closed meeting of Council unless and until a Council decision has been made for the information to become public; or
 - c) details on Council's closed meeting deliberations or how individual Council Members voted on a question in a closed meeting.
- 31. Council Members shall not use confidential information to advance, directly or indirectly, their own personal, or other private interests.

USE OF INFLUENCE

- 32. Council Members must not use their office to provide preferential treatment to any person or organization except as warranted by the ordinary and lawful

discharge of their duties.

33. Council Members must not intimidate, improperly influence, threaten, or coerce Staff.

USE OF PUBLIC RESOURCES AND ELECTION ACTIVITIES

34. Council Members shall not use any RMOW property or assets or any other public resources such as Staff time, equipment, technology, supplies, facilities or other property for private gain, personal purposes, or election-related purposes.
35. Council Members shall not undertake municipal election campaign related activities at Municipal Hall or on other premises owned by the RMOW during regular working hours, unless such activities are organized by the RMOW.

BUSINESS RELATIONS

36. Council Members who engage in another profession, business or occupation concurrently while holding elected office shall not allow such activity to materially affect the Council Member's integrity, independence or competence.

PART 3 – APPOINTMENT OF INVESTIGATOR

APPOINTMENT OF INVESTIGATOR

37. The CAO shall, upon receipt of a complaint, appoint an Investigator to fulfill the duties and responsibilities described in sections 38 to 40.

DUTIES AND RESPONSIBILITIES

38. The duties and responsibilities of the Investigator are as follows:
- a) to receive and assess a complaint to determine if the complaint must be rejected, closed, resolved informally or investigated;
 - b) to assist with informal resolution of a complaint;
 - c) to investigate and conduct inquiries into alleged violations of this Bylaw;
 - d) to report to Council as to whether a Council Member has breached this Bylaw; and
 - e) to make recommendations on an appropriate remedy if a Council Member has breached this Bylaw.
39. The Investigator must perform the duties and responsibilities under this Bylaw in an independent manner.
40. An Investigator may only be dismissed for cause.

PART 4 – COMPLAINT AND RESOLUTION PROCEDURES

PRELIMINARY STEPS

41. If a Council Member believes that they have observed another Council Member engaging in conduct that would breach this Bylaw, they must attempt to resolve the complaint directly with the other Council Member, if possible, prior to submitting a complaint under section 42.

COMPLAINT PROCEDURE

42. Subject to section 41, a Council Member or Staff member may submit a complaint to the CAO, or if the complaint involves the CAO, then to the Corporate Officer.
43. Upon receipt of a complaint, the CAO (or Corporate Officer, if the complaint involves the CAO) shall retain an Investigator.
44. A complaint must be in writing, must be submitted within 60 days of the alleged breach, and must include, with sufficient detail:
- a) the name of the complainant;
 - b) the name of the respondent Council Member(s);
 - c) the conduct that the complainant alleges was in breach of this Bylaw;
 - d) the date of the alleged conduct;
 - e) the parts of this Bylaw the alleged conduct breached;
 - f) the basis for the complainant's knowledge about the conduct; and
 - g) whether, if the complainant is a Council Member, there was any attempt to resolve the complaint informally under section 41.
45. The CAO (or Corporate Officer, if the complaint involves the CAO) may accept a complaint notwithstanding that it does not comply with all the requirements of section 44 if there has been substantial compliance or the circumstances warrant acceptance.
46. A complaint submitted outside the time limits set out in section 44 must be rejected, except that the Investigator may grant an extension of no more than 30 further days if the circumstances of the complaint are sufficiently serious.
47. In an election year, complaints submitted from the first day of the nomination period to the general voting day must be accepted and held in abeyance until after the new Council has taken office. At that time, complaints shall only proceed if they relate to a Council Member who was re-elected in that election year.

48. For certainty, if the Council Member who is the subject of the complaint held in abeyance pursuant to section 47 is not re-elected, the complaint must be rejected.

PRELIMINARY ASSESSMENT

49. On receipt of a complaint, the Investigator shall conduct a preliminary assessment. If the Investigator determines that any of the following circumstances apply, then they must notify the complainant and respondent Council Member in writing that the complaint will be closed, stating the reasons for the closure:
- a) the complaint is not with respect to a breach of this Bylaw;
 - b) the complaint is frivolous, vexatious, or not made in good faith;
 - c) the complaint is being addressed through another process, including if the complaint is with respect to:
 - i. non-compliance with FIPPA;
 - ii. non-compliance with a more specific Council policy or bylaw with a separate complaint procedure;
 - iii. a matter that is subject to another outstanding process, such as a court proceeding or human rights complaint; or
 - iv. any conduct that may subject a Council Member to disqualification proceedings pursuant to section 110 of the *Community Charter*;
 - d) the complaint was not in compliance with section 44, and the respondent Council Member will be prejudiced by the complainant's failure to comply;
 - e) the complaint concerns the same subject matter as a previous complaint that has already been accepted under this section, and it is not necessary to expand that original complaint or add the new complaint;
 - f) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
 - g) the complaint was submitted by a Council Member, and the Council Member ought to have first attempted to resolve the complaint informally under section 41; or
 - h) there are no possible grounds on which to conclude that a violation of this Bylaw has occurred.
50. In completing the preliminary assessment, the Investigator may request further information from the complainant before determining whether there are

sufficient grounds for believing that a breach of this Bylaw may have occurred.

CRIMINAL CONDUCT

51. If, at any stage in the complaint procedure, the Investigator determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code*, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must refer the matter to the appropriate authorities and immediately suspend any investigation into the complaint until any resulting police investigation or charges have been finally disposed of, and shall report the suspension to Council, the complainant, and the respondent Council Member.
52. For certainty, a complaint must be suspended while the respondent Council Member is on a mandatory leave of absence under section 109.3(1) of the *Community Charter*, and may be re-commenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the *Community Charter*.

INFORMAL RESOLUTION

53. If the Investigator determines that none of the circumstances in section 49 apply, they must determine whether the complaint requires formal investigation or whether the complaint may be resolved informally.
54. When determining whether the complaint may be resolved informally, the Investigator:
 - a) may consider culturally appropriate or transformative, restorative or Indigenous justice approaches and may engage a third-party mediator or facilitator to assist in the informal resolution of the complaint; and
 - b) shall give strong preference to the informal resolution process wherever possible.
55. The third-party assisting in the informal resolution of a complaint will assess the suitability of the complaint for settlement or resolution on an on-going basis and may decline to assist at any point.
56. The complainant or the respondent Council Member may decline to participate in an informal resolution at any time.
57. If the complaint is resolved informally by someone other than the Investigator, the third-party assisting in resolving the complaint must notify the Investigator in writing of the terms of the resolution, upon receipt of which, the Investigator must close the complaint.
58. If the third-party assisting in resolving the complaint determines at any time that the complaint cannot be resolved informally, they must refer the complaint back to the Investigator for a formal investigation.

FORMAL RESOLUTION

59. If the complaint is not rejected, closed, or resolved informally within 45 days of the decision in section 53 to resolve informally, the Investigator must proceed with a formal investigation.
60. The Investigator shall deliver the complaint to the respondent Council Member, along with a request that the respondent Council Member provide a written response to the complaint, together with any submissions that the respondent Council Member chooses to make, within 10 days, subject to the Investigator's discretion to reasonably extend that timeline.
61. The Investigator may, at their discretion, deliver the respondent Council Member's written response and submissions to the complainant and request a reply in writing within 10 days, subject to the Investigator's discretion to reasonably extend the timeline.
62. The Investigator may:
 - a) speak to anyone relevant to the complaint;
 - b) review any documents relevant to the complaint, including closed meeting agendas and minutes; and
 - c) access any record in the custody or control of the RMOW, within the meaning of FIPPA, with the exception of records subject to solicitor-client privilege.
63. The Investigator has discretion to conduct the investigation as they see fit, but must ensure that the investigation complies with the rules of procedural fairness and natural justice required in the circumstances of the complaint.

ADJUDICATION AND REPORTING

64. The Investigator must conclude the investigation and make a determination regarding the alleged breach within 90 days of making the determination to proceed with a formal investigation, unless the Investigator determines that doing so is not practicable, in which case the Investigator must notify the complainant and respondent Council Member of the delay and provide a revised decision date. The revised decision date may be extended by periods of up to 30 days at a time on provision of written notice to the complainant and respondent Council Member.
65. If, after reviewing all the material information, the Investigator determines that a Council Member did not violate this Bylaw, then the Investigator shall:
 - a) prepare a written investigation report providing reasons for their determination, which shall include a determination of whether the complaint was submitted frivolously, vexatiously or in bad faith;
 - b) deliver a summary of the investigation report to the complainant;

- c) deliver a copy of the investigation report to the respondent Council Member and Council; and
 - d) in consultation with Staff, make the investigation report, or a summary, publicly available in compliance with FIPPA.
- 66. If, after reviewing all the material information, the Investigator determines that a Council Member did violate this Bylaw, then the Investigator shall:
 - a) prepare a written investigation report providing reasons for their determination, which must include:
 - i. a summary of the factual findings of the Investigator;
 - ii. an application of the Bylaw, and any other applicable law, to the facts;
 - iii. a recommendation of the appropriate remedy, subject to subsection iv; and
 - iv. if applicable, a determination of whether the respondent Council Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent or due to an error in judgment made in good faith, in which case the Investigator may recommend that no remedy be imposed;
 - b) notify the complainant that the investigation is complete and inform them that the investigation report, or a summary thereof, will be subsequently released by Council in accordance with section 70;
 - c) deliver a copy of the investigation report to the respondent Council Member; and
 - d) 48 hours after the delivery of the investigation report to the respondent Council Member, deliver a copy of the investigation report to Council.

FINAL DETERMINATION BY COUNCIL

- 67. Council must, within 45 days of the Investigator's delivery of the investigation report pursuant to section 66.d), decide on the appropriate measures, if any, that are warranted by a breach of this Bylaw.
- 68. Prior to Council making any decision regarding the findings and recommendations set out in the investigation report, the respondent Council Member must be provided with an opportunity, in person and in writing, to comment to Council on the Investigator's determinations and recommendations.
- 69. While an investigation report may be considered in a closed meeting, if the circumstances warrant and there is a valid reason to close the meeting under section 90 of the *Community Charter*, when Council deliberates and votes on

the Investigator's recommendation, it will generally do so in an open meeting.

70. Within 30 days of Council's final decision about an investigation, it must, subject to the RMOW's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of Council's decision.

REMEDIES

71. Remedies that may be imposed by Council for a violation of this Bylaw include the following:
- a) a letter of reprimand from Council, addressed to the respondent Council Member;
 - b) a request from Council that the respondent Council Member issue a letter of apology;
 - c) the publication of letters contemplated in subsections a) and b), along with the respondent Council Member's response, if any;
 - d) directions to the CAO regarding the method of providing documents that contain confidential information to the respondent Council Member;
 - e) a recommendation that the respondent Council Member attend specific training or counselling related to the conduct at issue;
 - f) limitations on access to certain RMOW facilities;
 - g) prohibition from representing the RMOW at events and/or attending conferences;
 - h) suspension or removal of the respondent Council Member from the Acting Mayor rotation or any committee and board appointments;
 - i) public censure of the respondent Council Member; or
 - j) any other remedy recommended by the Investigator, so long as that remedy is within the authority of Council.
72. Council must consider the following factors when determining whether to impose a remedy on a Council Member:
- a) the degree and nature of the conduct;
 - b) whether the contravention was a single or repeated act;
 - c) whether the respondent Council Member knowingly contravened this Bylaw;
 - d) whether the respondent Council Member took steps to mitigate or remedy the contravention;

- e) the respondent Council Member's history of other contraventions; and
- f) if applicable, the Investigator's finding that the respondent Council Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.

REMUNERATION

73. Where the Investigator finds that a Council Member:

- a) breached this Bylaw; or
- b) submitted a complaint that was frivolous, vexatious, or made in bad faith

the remuneration to which that Council Member would otherwise be entitled shall be reduced in accordance with *Council Policy A-30: Council Remuneration Policy*.

74. Notwithstanding section 73.a), the remuneration shall not be reduced if the Investigator makes a finding under section 66.a)iv that the respondent Council Member took all reasonable steps to avoid the breach or that the breach was trivial, inadvertent or due to an error in judgment made in good faith.

CONFIDENTIALITY OF THE INVESTIGATION

- 75. The CAO, Corporate Officer and Investigator must make all reasonable efforts to process and investigate the complaints in a confidential manner.
- 76. The Investigator and every person acting under the Investigator's instructions must preserve confidentiality with respect to all matters that come into the Investigator's knowledge in the course of any investigation or complaint, except as otherwise required by law.
- 77. Council Members must make all reasonable efforts to keep complaints under this Bylaw, at any stage, confidential, except as otherwise provided in this Bylaw.

REPRISALS AND OBSTRUCTION

- 78. No Council Member or Staff member will obstruct the Investigator, CAO or Corporate Officer in relation to the administration of this Bylaw or the investigation of a complaint. Without limitation, the following shall constitute obstruction:
 - a) uttering of threats or undertaking any reprisal against any person involved in a complaint;
 - b) destruction of relevant records or documents; and
 - c) refusal to cooperate with the Investigator.

FRIVOLOUS AND VEXATIOUS COMPLAINTS

79. Any individual who is found to have obstructed the Investigator, contrary to section 78, or who makes a complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:
- a) in the case of Council Members, the remedies described above in section 71;
 - b) in the case of Staff, disciplinary measures or termination of employment for just cause, as applicable; or
 - c) in the case of any complainant, prohibition against filing a complaint under this Bylaw for a specified and reasonable period of time.

REIMBURSEMENT OF COSTS

80. A Council Member may make a request to Council for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this Bylaw. If appropriate, after considering all the circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member, provided that all of the following are met:
- a) the Council Member has not previously been found to have breached this Bylaw;
 - b) the Council Member did not engage in dishonest, grossly negligent, or malicious conduct; and
 - c) the amount claimed does not exceed \$10,000.

PART 5 – ENACTMENT

EFFECTIVE DATE

81. This Bylaw comes into force and effect on adoption.

GIVEN FIRST, SECOND and THIRD READINGS this ____ day of ____, 2023.

ADOPTED this ____ day of _____, 2023.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a
true copy of "Code of Conduct Bylaw
No. 2397, 2023".

RESORT MUNICIPALITY OF WHISTLER

ELECTED OFFICIALS OATH OF OFFICE BYLAW NO. 2414, 2023

**A BYLAW TO ESTABLISH THE OATH OF OFFICE FOR ELECTED OFFICIALS OF
THE RESORT MUNICIPALITY OF WHISTLER**

WHEREAS under section 120(2) of the *Community Charter*, the Resort Municipality of Whistler, may, by bylaw, establish an oath or solemn affirmation of office for elected officials;

AND WHEREAS the Resort Municipality of Whistler wishes to establish an oath or solemn affirmation of office for Resort Municipality of Whistler elected or appointed officials;

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 "Elected Officials Oath of Office Bylaw No. 2414, 2023".
2. Pursuant to section 120 of the *Community Charter*, the oath or solemn affirmation of office for persons elected or appointed to the office of the Resort Municipality of Whistler Council is as shown in Schedule "A" as attached to and forming part of this Bylaw.

GIVEN FIRST, SECOND and THIRD READINGS this ____ day of ____, 2023

ADOPTED this ____ day of ____, 2023.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a
true copy of "Elected Officials Oath
of Office Bylaw No. 2414, 2023".

Schedule “A”

OATH OF OFFICE

I, *[insert name of person elected or appointed]*, do *[swear / solemnly affirm]* as *[Mayor / Councillor]* for the Resort Municipality of Whistler, that:

- I am qualified to hold the office of *[Mayor / Councillor]* for the Resort Municipality of Whistler to which I have been *[elected / appointed]*;
- I have complied with the provisions of the *Local Government Act* in relation to my election to this office; *[omit this point for persons who have been appointed]*
- I will abide by all rules related to conflicts of interest under the *Community Charter*;
- I will carry out my duties with integrity;
- I will be accountable for the decisions that I make, and the actions that I take, in the course of my duties;
- I will be respectful of others;
- I will demonstrate leadership and collaboration;
- I will perform the duties of my office in accordance with the law;
- I will comply with the provisions of the “Code of Conduct Bylaw No. 2397, 2023”.

To all the Mayors of BC

Please note that if the BCNDP, Premier David Eby and Sol Gen Mike Farnworth continue with this Surrey Police Service transition in Surrey it will mean higher costs for all BC municipalities. There will not be a pool to draw on for extra help as there is now. Surrey has the largest force in BC and if the BCNDP remove the RCMP everyone's cost will increase a minimum of 10%.

This might not seem like much but if the BCNDP can force the Surrey Police Services upon Surrey, therefore removing/ignoring Surrey's democratic rights, what's to say the BCNDP will not just keep making up laws if a municipality votes for something that the BCNDP don't want to do. The BCNDP, more commonly known as the BC New Dictatorship Party, have already pushed their weight onto Penticton and now Squamish besides Surrey. They are abusing their power and need to be stopped.

Please write to Premier Eby and let him know your concerns. There is no public safety issue with Surrey keeping the RCMP. It appears that there is more of a public safety issue regarding the SPS who are recruiting members from other BC municipalities which is leaving them with few members without one word of concern from the Sol Gen Mike Farnworth. This issue has been completely misguided as a public safety issue per Sol Gen Mike Farnworth when in fact it is strictly a political campaign to keep votes and power for the Sol Gen Mike Farnworth. He wants to have control over all policing. This means that the BCNDP controls the police but the municipalities make all the payments without having any input. This is not what BC or Canada stands for. We are not to be overseen by a Dictatorship of the BCNDP..

Don't let the BCNDP take away anymore democratic rights of BC residents/taxpayers.

A concerned Surrey resident that wants democracy not a dictatorship to be controlled by Sol Gen Mike Farnworth.

Yours truly

Debbie Theilmann

Hello -

Dear Mayor and Council Members --

The NDP Government has missed the point of what their Middle name of their Political Party means
- New Democratic Party

dem·o·crat

/ˈdeməˌkrət/

noun

1. 1.

**an advocate or supporter of
democracy.**

"as a democrat, I accepted the outcome of the referendum"

2. 2.

a member of the Democratic Party.

By **Not** allowing the City of Surrey to make a very important decision in their Policing needs based on '**TRUE**' Facts and Numbers , they have circumnavigated the process by **Bringing in a Law** to Make the City of Surrey concede to the very expensive proposition of the Surrey Police Service .The true costs have never been made available, and the token \$150 million one time cost the Province has put up will not cover the start up and operational costs of this fledgling force .

The SPS is poaching officers from other jurisdictions which will leave holes in every Jurisdiction they take people from .

The Question of WHY? has never been explained, as to the the purpose of making the SPS the official Police of Jurisdiction , and that needs to be answered

Make no mistake -- this sets a Precedence in all future decisions of any Municipal /Town or City governance that will allow the Province to **Dictate** what the course of action will be for any questionable ruling that will come up in the future for all Municipal/Town or City decisions

I urge every Mayor and councillor for the Towns and Cities to get involved by writing to the Premier to uphold the Democratic Right Decision of every Town and City in the Province of BC that they are elected to represent .

Thank You for taking the time to read and get involved

Mr Art.J Pol

Fleetwood -Surrey

Good day Mayor and Council,

My name is Debi Johnstone - I am a Surrey BC resident and taxpayer.

I am writing to you as a BC constituent who has had my democratic rights taken away by the Provincial government.

October 2022 saw Mayor Locke and her majority Surrey Connect team elected on their major promise to "Keep the RCMP in Surrey". Since that time Minister of Public Safety, Mike Farnworth has continued to force his agenda of creating a municipal police force at a great cost to Surrey taxpayers - money that should be used for housing, healthcare, removing school portables, homelessness, infrastructure, essentials and amenities for our growing city.

It is no secret the transition has nothing to do with public safety but is purely political with taxpayers as the pawns.

It's not just Surrey that will be financially affected if the transition is forced upon us - it's every community in BC that will pay for generations. Money meant for your constituents wasted on an expensive experiment.

Mayor Brenda Locke has been a fierce advocate working for the people. She won't capitulate to a government knowing it's not in the best interests of the citizens - I am grateful for her leadership.

I urge you to support Mayor Locke with letters/emails to Mike Farnworth and Premier Eby. Tell them to respect the democratic process and remove themselves from our city's decision to keep the RCMP.

Thank you for your time.

Respectfully,
Debi Johnstone
19283 72 Ave.
Surrey, BC V4N5Y3
[REDACTED]

Hello Mayor and council,

Keith here,

Keith Reynolds
9269 Lakeshore Dr.
Whistler, B.C.
V8E0G6

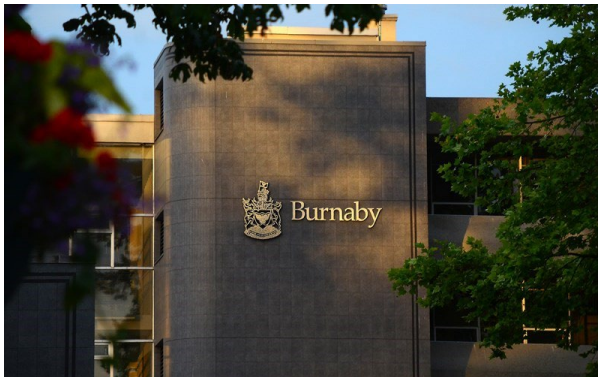
Regarding the war between Israel and Hamas militants:

Please review the attached showing Burnaby council urging for a ceasefire.

The current numbers:

- 1,400 dead Israelis
- Many wounded
- 10,000 dead Palestinians
- More than 4,000 dead are children.
- 25,000 wounded.
- 1.4 million displaced.

As we approach Remembrance Day, a call for an immediate ceasefire puts Whistler on the correct side of history.



Burnaby council urges Trudeau to call for ceasefire in Gaza
burnabynow.com

Thanks,

Keith Reynolds

Alex Hardy
1330 Cloudburst Dr, Whistler, BC, V8E1N7

Dear Mayor and Council,

I hope this letter finds you -the Mayor, the council members, and the parking bylaw- well. I am writing to express my concerns and the concerns of many residents in the Cheakamus neighborhood regarding the severe lack of street parking and visitor parking within our community.

Over the years, our neighbourhood has seen substantial growth in its population, which has put immense strain on the existing parking infrastructure. The current shortage of street parking spaces has become a source of stress and inconvenience for both residents and their visitors. The situation has reached a point where it is negatively impacting the quality of life in our neighbourhood.

I'd like to emphasize that Bailey Park, while available for parking, is not a practical solution for many residents and their guests. It is located far from many homes, making it an impractical option for families with young children, individuals with injuries or disabilities, and those concerned about safety, especially during the winter months.

Last year, one particularly alarming incident I experienced; being followed home one night after a late finish at a local restaurant by an adult male with a face covering. This underscores the importance of addressing this issue promptly. Presumably this individual was staying either at the HiHostel, camper van or some other form of against bylaw nightly rental in the area- he was clearly not local. This situation is incredibly disturbing, especially for single individuals like myself. We should not have to fear for our safety while walking home in our own neighbourhood.

It is evident that the current parking situation is far from ideal and calls for a comprehensive solution that ensures the safety and convenience of all residents. Bailey Park's primary purpose is for the sports field, and using it as an overflow parking solution is not a sustainable option.

Additionally, it is disheartening to see that the local bylaws have been disproportionately enforced in our neighborhood, with expensive parking tickets often targeting individuals residing in Whistler Housing Authority (WHA) properties, which are designed to provide affordable housing for employees of the town. This punitive approach toward lower-income residents, who are vital to keeping our town running, is deeply concerning. It not only exacerbates the financial strain on those who can least afford it but also creates an unfair burden on a specific demographic of our community.

Furthermore, I must express my strong disagreement with the conversation that occurred about the lot at the top of Cloudburst being turned into paid parking for loggers lake and trail access- across from the new WHA builds that were completed this passed spring. This decision not only affects those residents who depend on tenants or roommates to make ends meet but also creates an undue burden on their tenants who may now have to deal with the extra added expense and inconvenience of parking in addition to whistler drastically inflated housing/rental costs. It is crucial that we consider the economic well-being of all residents, especially those in need, as we make decisions that affect our community.

In addition, I firmly believe that making any of these parking lots or potential future street parking paid is not a good solution. It would place an unfair financial burden on the residents and visitors who are already struggling with the ongoing recession and cost of living in general. Such a move would be detrimental to the sense of community and fairness that we hold dear.

I kindly request that the Mayor and Council consider, suggest, discuss, alternative solutions to alleviate the parking problems in our neighborhood while also reviewing the enforcement of parking regulations to ensure fairness and equity. This issue affects the well-being of our community, and it is essential that we work together to find a suitable and safer resolution.

Please consider as well the accessibility to transit in the area. Trying to live without a vehicle in this community is not impossible however is highly inconvenient especially since the least expensive grocery store, pharmacy and other essential services are a lengthy transit ride with limited service in off peak season. This makes a commute from Rainbow neighbourhood, for less expensive groceries, to Cheakamus, by bus, very often upwards of a two hour journey by transit- one way.

This is costing families and individuals more, time, money, and stress and builds even more of a reliance on vehicles requiring extra parking.

I appreciate your attention to this matter and look forward to participating and listening to discussion and potential solutions with the Council. Thank you for your dedication to making Cheakamus a better place to live.

Sincerely,
Alex Hardy

From: [Ryan Rd](#)
To: [corporate](#)
Subject: Fwd: western toad migration
Date: Tuesday, November 14, 2023 3:49:58 PM

CAUTION: This email originated from outside of the RMOW. Do not click links or open attachments unless you verify that the sender is legitimate and know the content is safe.

Dear mayor and council.
See attached email and signatures.
To be brought up in Nov 21st meeting.
Ryan doiron
Whistler bc

----- Forwarded message -----

From: Ryan Rd [REDACTED]
Date: Tue., Oct. 17, 2023, 1:59 p.m.
Subject: Re: western toad migration
To: Luisa Burhenne <lburhenne@whistler.ca>

So the reason I called today was because I'm very concerned about the toad migration. For at least a decade I have asked just on my own but of course I've never been heard. The reason I'm asking is I'd like to have Lost Lake closed down during the migration. I'm asking for one week before and one week after. Now when you guys say it starts they've already started weeks before. When you say they stopped I see them for another couple weeks. So I believe it's not being monitored in a 100% fashion. And so this is why this year I've decided to collect signatures to have Lost Lakes shut down for a minimum 8 weeks. Now don't say you cannot shut the park down because this is not true. You shut down Rainbow Park for whole one year. I'm going to a text two pages of signatures of people that are just as concerned as I am and totally agree that Lost Lake should be shut down completely while the migration is going on. This can be done 100%. Because every time I go into Lost Lake all I see is dead toads. Now I know this might be a very hard challenge to shut down the entire park because people are going to sneak around signs and go through the bush. But at least you can put notice up that the park from now on from every year starting next year is going to be shut down for 8 weeks during this time please do not access it please stay out and the reason because of the toads. Once you have sit down and with your team. I would like personally to come in and speak with you guys. So hopefully you can get maybe on this this week and maybe I can come in Monday or Tuesday next week for a meeting in person

On Tue., Oct. 17, 2023, 12:44 p.m. Luisa Burhenne, <lburhenne@whistler.ca> wrote:

Thank you for speaking on the phone. We are looking forward to receiving your thoughts via email.

Thank you,

Petition to [action]

Petition summary and background: [Enter background reasons for and details of petition]
 Action petitioned for: [We, the undersigned, are concerned citizens who urge our leaders to act now to (action item(s) for which you are petitioning)]

1 week before
 To have lost lake shut down while Frog migration and 1 week after

Printed Name	Signature	Address	Comment	Date
Dominique Bille	[Signature]	Whistler, BC	Awesome!	Sept 18/2023
Madeline Ellis	[Signature]	Whistler, BC	thousand of Frogs are being killed	8/18/23
Ryan Deiron	[Signature]	Whistler, BC	OLYMPIAN	8/5/23
Sharon Smith	[Signature]	Whistler, BC		8/5/23
Yvonne Lavoie	[Signature]	Whistler, BC	we need to give them space to make naturally	8/5/23
Julie Burrows	[Signature]	Whistler, BC		8/12/23
Dorel Lee	[Signature]	Whistler, BC		8/12/23
M. MacD	[Signature]	Whistler, BC		8/13/23
Sharon Campbell	[Signature]	Whistler, BC		8/13/2023
M. Enari	[Signature]	Whistler, BC		8/13/2023
RIA VILCHES	[Signature]	Whistler, BC		08/24/2023
Somera Hussain	[Signature]	Whistler, BC		08/24/2023
Tasha Donohoe	[Signature]	Whistler, B.C.		08/24/2023

Printed Name	Signature	Address	Comment	Date
Jackie DeLarsen	[Signature]	8000 Masters Rd Whistler, BC		Aug 24/2023
Lea Coulter	[Signature]	8000 Masters Rd Whistler		Aug 24/23
Dan King	[Signature]	8000 Masters Rd Whistler		Aug 24/23
Shelissa Forrestal	[Signature]	8000 Masters Rd Whistler		Aug 24/23
Sara Jennings	[Signature]	2270 Warden Way		Aug 25/23
Brent Messy	[Signature]	410 26th St W. Van		Aug 25/23
Robin Sam-Legor	[Signature]	401-2111 Whistler Rd BC	Good job!!	Aug 24/23
Sam White	[Signature]	104-1340 Mint Free Rd		Sept 18/23
Chanel Smyth	[Signature]	9480 Emerald Dr		Sept 18/23

Good day,

My name is Tyler Rese and I have been a local to our beautiful community since 2005. My family and I live in Spring Creek in the Bear Ridge neighbourhood and my daughter attends Ecole la Passerelle.

This reason for this email is to communicate concerns with the speed on highway 99 between Tamarisk and Function Junction.

I feel that the entire municipality should be maintained at 60km/h. In years past the speed limit through Emerald was reduced to 60 from 80 and this should also be the reality for our end of town.

Being that Spring Creek is a neighbourhood with a school the traffic exiting the area in the morning and afternoon is heavy and merging on to the highway going North and South can be very dangerous with the speed that the highway is travelling. Also, turning left into Spring Creek is also dangerous at best as many cars will follow behind into the turning lane and then realize that they have to merge back into traffic to continue on the highway. This happens and is seen all too often and eventually is going to lead to a collision, especially at this time of year. As the winter approaches the sight lines are also deeply reduced and seeing cars travelling south can be difficult at the best of times making it even more dangerous to pull onto the highway.

To further this point, function junction has also become a bustling neighbourhood over the years with shops, breweries and restaurants. The speed at which people travel through the intersection while you're waiting to cross the highway with young children or pets can be terrifying.

I feel the limit should be reduced to 60 as soon as the highway approaches the train bridge before the function lights and remain at that limit throughout Whistler.

I'm sure I am not the only concerned citizen and likely this matter has been considered.

Is there a chance of this becoming reality in the future??

Please do let me know what the thoughts of our leaders in the community are.

Thank you for your time,

Tyler Rese

Good day to you,

Our charity would like to once again formally request the lighting of your landmark for Global Congenital Diaphragmatic Hernia Awareness Day on April 19th, 2024. I have attached the required paperwork for your review. Please let me know if you need anything else.

We look forward to hearing from you.

Kind regards,

Jennifer Doolan
CDH International, Awareness Light Up Chair
Mommy of CDH Angel, Juniper



[CDH International United States](#) Registered 501(c)(3) #56-1916661

[CDH International Canada](#) Registered c/o Chapel & York Foundation No. # 741095715 RR0001

[CDH International United Kingdom](#) Registered UK Charity no. 1189819

[CDH International Switzerland](#) Registered by the Articles 60 et seq. of the Swiss Civil Code.

[CDH International Hong Kong](#) c/o Hong Kong Foundation for Charities Limited Registration Number 65159428-000

[CDH International Netherlands](#) c/o Stichting Chapel & York Foundation Netherlands | RSIN/Tax number: 858450215

[CDH International Singapore](#) c/o Singapore Foundation for Charities Ltd | Registration Number 65159428-000

CDH International United States

Registered 501(c)(3) #56-1916661
http://www.cdhi.org
Phone - +1 919-610-0129
Mailing - 3650 Rogers Rd #290, Wake Forest, NC 27587, USA
Office: 152 S White St, Wake Forest, NC 27587

CDH International Canada

Registration No. # 741095715 RR0001 c/o C&YF
Web Site - http://www.cdhi.canada.org
Phone - +1 919-610-0129
Direct E-mail - canada@cdhi.org
Mailing - c/o Chapel & York Canada Foundation, 376 Victoria Ave., Suite 200 Westmount, Quebec H3Z 1C3, Canada

CDH International United Kingdom:

Registered UK Charity no. 1189819
Web Site - http://www.cdhi.uk
Phone - +44 0788 747 4571
Direct E-mail - uk@cdhi.org
Mailing - CDH International, 77 Victoria Street, Box 135 London SW1H 0HW, UK

CDH International Switzerland:

c/o Chapel & York Switzerland Association is a tax-exempt not-for-profit association governed by Articles 60 et seq. of the Swiss Civil Code.
Web Site - http://www.cdhintl.ch
E-Mail - switzerland@cdhi.org
Phone - +41 22 57 54 171
Mailing - CDH International, c/o Chapel & York Switzerland Association, 4 Rue Charles-Bonnet, P.O. Box 399, 1211, Geneva 12, Switzerland

Hong Kong:

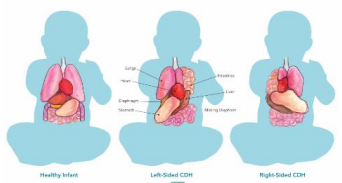
c/o Hong Kong Foundation for Charities
Limited Registration Number 65159428-000
Web Site - http://www.cdhi.org/hongkong
E-Mail - hongkong@cdhi.org
Mailing - CDH International c/o Hong Kong Foundation for Charities Limited, Unit B, 19/F, Queen's Centre, 58-64 Queen's Road East, Wanchai, Hong Kong

CDH International Netherlands:

c/o Stichting Chapel & York Foundation Netherlands |
RSIN/Tax number: 858450215
Web Site - http://www.cdhi.nl
E-Mail - netherlands@cdhi.org
Phone - +31 (0)6 2181 9957
Mailing - CDH International, c/o Stichting Chapel & York Foundation Netherlands, Markerkant 13 10, 1314 AN, Almere, Noord Holland, The Netherlands

CDH International Singapore:

c/o Singapore Foundation for Charities Ltd |
Registration Number 65159428-000
Web Site - http://www.cdhi.org/singapore
E-Mail - singapore@cdhi.org
Phone - +65 9223 7069
Mailing - CDH International, c/o Chapel York SG Foundation, 138 Robinson Road, 18-03 Oxley Towers, Singapore 068906



November 14, 2023

Dear Mayor Council,

Our charity would like to formally request the lighting of your landmark for Global Congenital Diaphragmatic Hernia Awareness Day on April 19th, 2024.

Congenital Diaphragmatic Hernia (CDH) is a birth defect that affects 52,000 babies each year. It occurs when a baby's diaphragm fails to fully form, allowing abdominal organs into the chest cavity and preventing lung growth. 50% of babies born with CDH do not survive. The cause is unknown. CDH is as common as Spina Bifida and Cystic Fibrosis, yet there is little awareness and even less funding.

www.cdhi.org

The colors chosen for the cause are blue, pink, and yellow (if plausible). If only one color is available our preference is Blue.

- Blue (RGB Code #3399FF)
- Pink (RGB Code #FF99CC)
- Yellow (RGB Code #FFFF33)

CDH International is a 27-year-old non-profit working with 1000's of patients in 84 countries. We are the world's oldest and largest non-profit for Congenital Diaphragmatic Hernia. We are a registered charity in the United States, United Kingdom, Netherlands, Switzerland, Hong Kong, Singapore, and Canada.

Many locations around the world light up on April 19th for Global CDH Awareness Day. If you would like to see the landmarks that participated last year, please go to <https://cdhi.org/2023lightups/>. We humbly ask your participation to light up for the children on April 19th to help raise a tremendous amount of awareness and to honor these children who fight so hard, and their families who endure so much.

Thank you for your time and consideration.

Very Sincerely,

Jennifer Doolan
CDH International – Awareness Light Up Chair
Mommy to CDH Angel, Juniper



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	Jennifer Doolan
Organization	CDH International
Business Address	head office: 3650 Rogers Rd. #290
City/Province/Postal Code	Wake Forest, NC 27587
Business Phone Number	(919) 610-0129
Business Email	jennifer.doolan@cdhi.org
Website Address	www.cdhi.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>	Global Congenital Diaphragmatic Hernia Awareness Day occurs annually on April 19th. CDH occurs when a baby's diaphragm fails to fully form, allowing abdominal organs into the chest cavity and preventing lung growth. The cause is unknown. CDH is as common as Spina Bifida and Cystic Fibrosis, yet there is little awareness and even less funding. www.cdhi.org
Optional: Social Media Campaign Title (include hashtags)	Facebook: www.facebook.com/cdhsupport and www.facebook.com/cdhintl Instagram: www.instagram.com/cdhintl Twitter: www.twitter.com/cdhintl TikTok: https://www.tiktok.com/@cdhawareness #CDHLightUp2024 #April19 #CDH #CDHawareness
Landmark Choice	<input checked="" type="checkbox"/> Fitzsimmons Covered Bridge
Date of Event	April 19, 2024
Colour Request	Blue (RGB Code #3399FF) Pink (RGB Code #FF99CC) Yellow (RGB Code #FFFF33)

Signature: 

Date: 11/14/2023

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