



REGULAR MEETING OF MUNICIPAL COUNCIL  
AGENDA

Tuesday, July 22, 2025, 5:30 p.m.

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

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1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

*The Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Lil'wat People, known in their language as Lil'wat7úl, 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.*

3. ADOPTION OF AGENDA

**That** Council adopt the Regular Council Meeting agenda of July 22, 2025.

4. ADOPTION OF MINUTES

**That** Council adopt the Regular Council Meeting minutes of July 8, 2025.

5. DELEGATIONS

5.1 Community Reusables Pilot Project - CleanBC Community Fund

A presentation by C. Ruddy, Principal of EcoTone Strategies, regarding the Community Reusable Pilot Project funded by the CleanBC Community Fund.

6. PRESENTATION

6.1 Whistler 2020 Development Corp Cheakamus Crossing Phase 2 Lot 3 Updated Project Plan

A presentation by Chief Administrative Officer, V. Cullen, Whistler 2020 Development Corp (WDC) President, J. Morley and the WDC Board of Directors Chair, E. Martin, regarding the updated Cheakamus Crossing Phase 2, Lot 3 Project Plan.

**That** Council refer the updated Cheakamus Crossing Phase 2, Lot 3 Project Plan to staff and direct staff to return to a future Regular Council Meeting with a report on the updated Project Plan.

7. PUBLIC COMMENT AND QUESTION PERIOD

8. MAYOR'S REPORT

9. CONSIDERATION OF COMMITTEE OF THE WHOLE RECOMMENDATION

## 9.1 Lost Lake Disc Golf Feasibility Study

**That** Council endorse the Disc Golf Feasibility Study, attached as Appendix A to COTW Report No. W25-010; and

**That** Council direct staff to explore external funding opportunities for capital development and annual operating costs for the Lost Lake Disc Golf Course, including grants and sponsorship, in accordance with *Council Policy F-31: Sponsorship*.

## 10. INFORMATION REPORTS

### 10.1 2025 First Quarter Financial Report No. 25-060 File No. 1880-20-2025

*A presentation by municipal staff.*

**That** Council receive Information Report No. 25-060 and the 2025 First Quarter Financial Report for the period ended March 31, 2025, attached as Appendix A.

## 11. ADMINISTRATIVE REPORTS

### 11.1 Whistler Transit System 2025-2026 Annual Operating Agreement Report No. 25-061 File No. 1660-20-2025/26

*A presentation by municipal staff.*

**That** Council authorize the execution of the 2025-2026 Whistler Transit System Annual Operating Agreement between British Columbia Transit and the Resort Municipality of Whistler for the provision of transit services, attached as Appendix A to Administrative Report 25-061; and

**That** Council direct staff to include the associated increases in Whistler transit system operating costs in an amendment to the “Five-Year Financial Plan 2025 – 2029 Bylaw No. 2465, 2025”, to be considered by Council later this year; and further

**That** Council direct staff to review the feasibility of the free summer weekends and statutory holidays initiative and present a report to Council at a future Regular Council Meeting detailing savings and impacts resulting from eliminating this initiative starting in 2026.

### 11.2 Bylaw Notice Enforcement Amendment Bylaw No. 2492 and Municipal Ticket Information System Implementation Amendment Bylaw No. 2478 Report No. 25-062 File No. 3900-20-2492/2478

*No presentation.*

**That** Council consider first, second and third readings of “Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport) No. 2492, 2025”; and

**That** Council consider rescinding third reading of “Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection and Solid Waste Fines Update) No. 2478, 2025”, and giving third reading to the renamed “Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025”.

## 12. MINUTES OF COMMITTEES

### 12.1 Governance and Ethics Standing Committee

**That** Council receive the Regular Meeting minutes of the Governance and Ethics Standing Committee of April 3, 2025.

**12.2 Emergency Planning Select Committee**

**That** Council receive the Regular Meeting minutes of the Emergency Planning Select Committee of April 15, 2025.

**12.3 Housing and Strategy Select Committee**

**That** Council receive the Regular Meeting minutes of the Housing and Strategy Select Committee of March 10, 2025.

**13. BYLAWS FOR FIRST, SECOND AND THIRD READINGS**

**13.1 Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport) No. 2492, 2025**

**That** Council give "Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport) No. 2492, 2025" first, second and third readings.

**14. BYLAWS TO RESCIND AND REREAD THIRD READING**

**14.1 Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025**

**That** Council rescind third reading given to "Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, and Solid Waste Fines Update) No. 2478, 2025", and give third reading to "Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025", as revised to:

- Update the Amendment Bylaw title;
- Add Schedule B1 related to "Building Regulation Bylaw No. 2482, 2025";
- Revise amend Schedules B3, B8, B18 and B23; and
- Add Schedule B24 related to "Whistler Municipal Heliport Bylaw No. 2490, 2025".

**15. BYLAWS FOR ADOPTION**

**15.1 Whistler Municipal Heliport Bylaw No. 2490, 2025**

**That** Council adopt "Whistler Municipal Heliport Bylaw No. 2490, 2025".

**15.2 Building Regulation Bylaw No. 2482, 2025**

**That** Council adopt "Building Regulation Bylaw No. 2482, 2025".

**15.3 Building Permit Fees and Charges Bylaw No. 2483, 2025**

**That** Council adopt "Building Permit Fees and Charges Bylaw No. 2483, 2025".

**15.4 Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025**

**That** Council adopt "Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025".

**16. OTHER BUSINESS**

**16.1 Amendment of Acting Mayor Schedule**

**That** Council amend the 2025 Acting Mayor schedule by appointing Councillor J. Murl as Acting Mayor from July 23, 2025 to August 9, 2025 (inclusive).

## **16.2 2026 Council Meeting Schedule**

**That** Council endorse the following Council Meeting Schedule for the Resort Municipality of Whistler for 2026 (Municipal Election Year):

- January 6            January 20
- February 3        February 24
- March 10          March 24
- April 14           April 28
- May 12            May 26
- June 9             June 23
- July 14            July 28
- September 1      September 22
- November 3      (Inaugural Council Meeting)
- November 17
- December 1      December 15

## **16.3 2026 Acting Mayor Appointments**

**That** Council appoint as Acting Mayor for the Resort Municipality of Whistler for the months of January 2026 to October 2026 (inclusive):

- January:      Jeff Murl
- February:     Jeff Murl
- March:        Cathy Jewett
- April:         Cathy Jewett
- May:          Ralph Forsyth
- June:         Ralph Forsyth
- July:          Jen Ford
- August:       Jen Ford
- September:   Jessie Morden
- October:      Jessie Morden

## **17. CORRESPONDENCE**

### **17.1 Request for an Investment in Pickleball Courts in Whistler File No. 3009**

Correspondence from S. Johnston requesting that the Resort Municipality of Whistler invest in pickleball courts in Whistler.

### **17.2 Support for the Environmental Protection Bylaw No. 2426, 2025 and Tree Protection Bylaw No. 2435, 2025 File No. 3009**

Correspondence from K. Shoup and G. Long regarding support for the "Environmental Protection Bylaw No. 2426, 2025" and "Tree Protection Bylaw No. 2435, 2025".



**17.3 Support for the Zero Waste Action Plan's Implementation File No. 3009**

Correspondence from K. Shoup regarding support for the Zero Waste Action Plan's implementation.

**17.4 Request for New Skate Park in Whistler File No. 3009**

Correspondence from T. Smith requesting a new skate park in Whistler.

**17.5 Spring Creek Hall #3 Firefighters Response to the Function Junction Fire File No. 3009**

Correspondence from P. Fournier regarding the Spring Creek Hall #3 Firefighters' Response to the Function Junction fire.

**17.6 Association of Whistler Area Residents for the Environment Input on the Resort Municipality of Whistler Parks and Valley Trail Strategy File No. 3009**

Correspondence from P. Pourkarimi regarding the Association of Whistler Area Residents for the Environment input on the Resort Municipality of Whistler Parks and Valley Trail Strategy.

**17.7 Proclamation Request**

**a. Arthritis Awareness Month File No. 3009.1**

Correspondence from A. Ranjhan, requesting that September 2025 be proclaimed Arthritis Awareness month in Whistler.

**18. TERMINATION**

**That Council terminate the Regular Council Meeting of July 22, 2025.**



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

Tuesday, July 8, 2025, 5:30 p.m.  
Franz Wilhelmsen Theatre at Maury Young Arts Centre  
4335 Blackcomb Way, Whistler, BC V8E 0X5

**PRESENT:**

Mayor J. Crompton  
Councillor A. De Jong  
Councillor J. Ford  
Councillor R. Forsyth  
Councillor C. Jewett  
Councillor J. Morden  
Councillor J. Murl

**STAFF PRESENT:**

Chief Administrative Officer, V. Cullen  
General Manager of Climate Action, Planning and Development  
Services, D. Mikkelsen  
General Manager of Community Engagement and Cultural Services,  
K. Elliott  
Acting General Manager of Corporate Services and Public Safety/ Fire  
Chief, T. Doherty  
Acting General Manager of Infrastructure Services/ Manager of Facility  
Construction, M. King  
Manager of Legislative Services/ Corporate Officer, P. Lysaght  
Manager of Building Department, M. Hollis  
Senior Communications Officer, B. Barrett  
Legislative Services Special Projects, E. Marriner  
Council Coordinator, P. Mendieta

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**1. CALL TO ORDER**

*Mayor J. Crompton called the Meeting to Order.*

**2. LAND ACKNOWLEDGEMENT**

*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.*

**3. ADOPTION OF AGENDA**

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council adopt the Regular Council Meeting agenda of July 8, 2025, as amended to include:

- the announcement of the Smart Tourism Select Committee appointments under Other Business; and
- the late Council package circulated on July 8, 2025 for Council to consider late correspondence and an update to the “Building Permit Fees and Charges Bylaw No. 2483, 2025”.

CARRIED

**4. ADOPTION OF MINUTES**

Moved By Councillor R. Forsyth

Seconded By Councillor A. De Jong

**That** Council adopt the Regular Council Meeting minutes of June 24, 2025.

CARRIED

**5. PRESENTATIONS**

**5.1 Resort Municipality of Whistler's 50th Anniversary Celebration Final Plan**

A presentation was given by General Manager of Community Engagement and Cultural Services, K. Elliott, regarding the Resort Municipality of Whistler's 50th Anniversary celebration preparations.

**6. PUBLIC COMMENT AND QUESTION PERIOD**

*There were no questions from the public.*

**7. MAYOR'S REPORT**

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

**8. CONSIDERATION OF THE COMMITTEE OF THE WHOLE RECOMMENDATION**

**8.1 Recreation Trails Strategy**

Moved By Councillor J. Morden

Seconded By Councillor J. Murl

**That** Council endorse the Recreation Trails Strategy, attached as Appendix A to [COTW Report No. W25-009 \(link\)](#).

CARRIED

## 9. ADMINISTRATIVE REPORTS

### 9.1 Whistler Municipal Heliport Bylaw No. 2490, 2025 Report No. 25-056 File No. 3900-20-2490

Moved By Councillor A. De Jong

Seconded By Councillor J. Murl

**That** Council consider giving first, second and third readings to “Whistler Municipal Heliport Bylaw No. 2490, 2025”.

CARRIED

### 9.2 Whistler Public Safety Building Renovation - Contract Award Report No. 25-057 File No. 5330-02-1013

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council award the contract for the Whistler Public Safety Building contract award renovation in the amount of \$3,375,234.04 (exclusive of GST) to Dawn Construction Ltd, in accordance with their tender dated June 18, 2025, and the JDa Architectural tender recommendation letter attached as Appendix A to Administrative Report No. 25-057.

CARRIED

*Mayor J. Crompton called for a recess at 6:22 p.m.*

*Mayor J. Crompton called the Meeting back to order at 6:27 p.m.*

### 9.3 Building Regulation Bylaw No. 2482, 2025 and Building Permit Fees and Charges Bylaw No. 2483, 2025 Report No. 25-058 File No. 3900-20-2482/2483

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council consider giving first, second and third readings to “Building Regulation Bylaw No. 2482, 2025”; and

**That** Council consider giving first, second and third readings to “Building Permit Fees and Charges Bylaw No. 2483, 2025” in the form included in the late Council package of July 8, 2025, and as revised to amend Schedule A by adding a fee of \$35.00 for Land Title Searches (if requested by the applicant).

CARRIED

**9.4 Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates)  
No. 2484, 2025 Report No. 25-059 File No. 3900-20-2484**

Moved By Councillor R. Forsyth

Seconded By Councillor A. De Jong

**That** Council consider giving first, second and third readings to “Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025”.

CARRIED

**10. MINUTES OF COMMITTEES**

**10.1 Advisory Design Panel**

Moved By Councillor J. Murl

Seconded By Councillor C. Jewett

**That** Council receive the Regular Meeting minutes of the Advisory Design Panel of March 26, 2025.

CARRIED

**11. BYLAWS FOR FIRST, SECOND AND THIRD READINGS**

**11.1 Whistler Municipal Heliport Bylaw No. 2490, 2025**

Moved By Councillor A. De Jong

Seconded By Councillor R. Forsyth

**That** Council give "Whistler Municipal Heliport Bylaw No. 2490, 2025" first, second and third readings.

CARRIED

**11.2 Building Regulation Bylaw No. 2482, 2025**

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council give "Building Regulation Bylaw No. 2482, 2025" first, second and third readings.

CARRIED

**11.3 Building Permit Fees and Charges Bylaw No. 2483, 2025**

Moved By Councillor R. Forsyth

Seconded By Councillor J. Ford

**That** Council give first, second and third readings to “Building Permit Fees and Charges Bylaw No. 2483, 2025”

CARRIED

**11.4 Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025**

Moved By Councillor R. Forsyth

Seconded By Councillor A. De Jong

**That** Council give "Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025" first, second and third readings.

CARRIED

**12. OTHER BUSINESS**

**12.1 Smart Tourism Select Committee Appointments Announcement**

*Mayor J. Crompton announced that Jayson Faulkner and Sven Sandahl have been reappointed to the Smart Tourism Select Committee for a term of two years effective June 11, 2025.*

**13. CORRESPONDENCE**

**13.1 Safety Concerns Regarding Bicycle Use in Whistler Village File No. 3009**

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

**That** Council receive correspondence from D. Mogensen regarding bicycle use in Whistler Village and refer it to staff.

CARRIED

**13.2 Support for the Zero Waste Action Plan's Implementation File No. 3009**

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council receive correspondence from M. Sober, A. Beech and M. Kertesz regarding support for the Zero Waste Action Plan's implementation.

CARRIED

**13.3 Support for the Environmental Protection Bylaw No. 2426, 2025 and Tree Protection Bylaw No. 2435, 2025 No. 3009**

Moved By Councillor A. De Jong

Seconded By Councillor R. Forsyth

**That** Council receive correspondence from A. Beech, S. Dunzlow, M. Baker and S. Maxwell regarding support for the "Environmental Protection Bylaw No. 2426, 2025" and "Tree Protection Bylaw No. 2435, 2025".

CARRIED

**13.4 Tree Protection Bylaw No. 2435, 2025 Subject File No. 3009**

Moved By Councillor J. Murl

Seconded By Councillor J. Morden

**That** Council receive correspondence from E. Callender regarding the "Tree Protection Bylaw No. 2435, 2025".

CARRIED

**13.5 Concerns about Spruce Budworm in Whistler File No. 3009**

Moved By Councillor J. Morden

Seconded By Councillor J. Murl

**That** Council receive correspondence from A. Mueller regarding concerns about the spruce budworm in Whistler and refer it to staff.

CARRIED

**13.6 LATE CORRESPONDENCE**

**a. Support for the Environmental Protection Bylaw No. 2426, 2025 and Tree Protection Bylaw No. 2435, 2025 No. 3009**

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council receive the late correspondence regarding support for the "Environmental Protection Bylaw No. 2426, 2025" and "Tree Protection Bylaw No. 2435, 2025".

CARRIED

**b. Zero Waste Tree Protection Bylaw No. 2435, 2025 Subject File No. 3009**

Moved By Councillor J. Ford

Seconded By Councillor R. Forsyth

**That** Council receive the late correspondence regarding support for the Zero Waste Action Plan's implementation.

CARRIED

**13.7 Light-up and Proclamation Requests**

**a. Eczema Awareness Month No. 3009.1**

Moved By Councillor C. Jewett

Seconded By Councillor J. Murl

**That** Council receive correspondence from H. Lawton, refer it to staff and that the Fitzsimmons Covered Bridge be lit blue on November 18, 2025, in support of Eczema Awareness Month.

CARRIED

**b. World Mitochondrial Disease Awareness Week File No. 3009.1**

Moved By Councillor A. De Jong

Seconded By Councillor J. Ford

**That** Council receive correspondence from E. Ing, refer it to staff and that the Fitzsimmons Covered Bridge be lit green on September 20, 2025, in support of World Mitochondrial Disease Awareness Week.

CARRIED

**14. TERMINATION**

Moved By Councillor J. Morden

Seconded By Councillor J. Murl

**That** Council terminate the Regular Council Meeting of July 8, 2025, at 7:24 p.m.

CARRIED

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Mayor, J. Crompton

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Corporate Officer, P. Lysaght



## Agenda Item 6.1

Whistler 2020 Development Corp Cheakamus  
Crossing Phase 2 Lot 3 Updated Project Plan

# **Whistler 2020 Development Corporation**

## **Project Plan: Lot 3 – 1600 Mount Fee Road July 22, 2025 – Rev.2**



## **Table of Contents**

- 1) Background - Page 3
- 2) Project Summary – Page 4
  - Project Description
  - Project Specifications
  - Current Site Status
- 3) Project Financials - Page 9
  - Project Budget
  - WHA Rental Waitlist and Demand
  - Rental Rate Assumptions for Equity Modeling
  - Project Funding & Financing/Equity Requirements
    - Construction Phase
    - Operational Phase
    - WDC Funding Requirements
  - Project Cashflow
- 4) Project Schedule – Page 15
  - Approvals
  - Construction
- 5) Project Risks & Risk Mitigation – Page 16
- 6) Summary of Project Plan Updates from Feb.2025 Version – Page 20
- 7) Conclusion & Recommendations / Next Steps – Page 21
- 8) Appendix – Page 22
  - I. WHA Waitlist Data (Rental & Ownership)
  - II. Advertised Rental Rates – Average & Median
  - III. Equity Calculation Detail
  - IV. Project Schedule (May 2025)
  - V. Lot 3 Unit Floorplans & Site Plans
    - Townhomes
    - Apartments
    - Site Plans (Parkade and Ground Level)

## 1. Background

Lot 3 in Cheakamus Phase 2 was zoned in 2020 for three storey townhome buildings with a site Gross Floor Area (GFA) of 4,300 sq.m and a maximum Floor Space Ratio (FSR) of 0.50. Subsequent to rezoning, several alternate site options were investigated, including options for higher density with underground parking. Based on these concepts a DP and associated Site Alteration permit to permit site grading were issued in 2022. The site was previously cleared and partially graded for an earlier concept with underground parking.

To kick off the most recent design phase, Siegrist Architecture was retained to develop preliminary site design concepts. Siegrist is also the project architect for the Lot 5 project currently under construction. The focus was on maximizing the site density and number of units, while being sensitive to the interface with the adjacent single-family/duplex lots and Park. Several concepts were shared with RMOW Planning Staff in March 2024. These site concepts included:

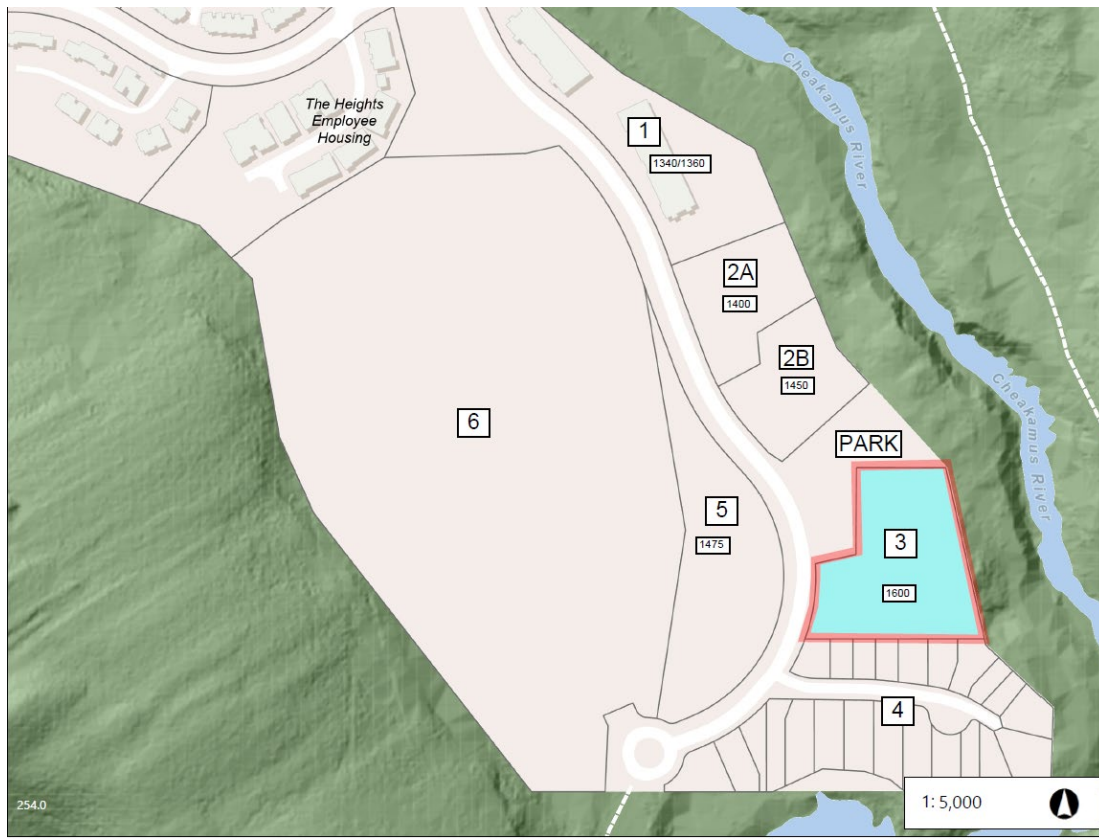
- 5 Storey and 3 Storey Apartment Buildings (152 Units)
- Hybrid – 5 Storey Apartment (95 Units) + 30/37 Townhomes (Stacked)

Based on feedback received, WDC advanced the hybrid design option with a 5-storey apartment building and 4 townhome buildings. All buildings are located on top of a common parkade structure that will provide parking for all apartment and townhome units. WHA input was received to optimize the unit mix for the apartment building to align with waitlist demand. Using standard unit plans developed on previous rental projects, an apartment building design was developed that included 105 units in a 5-storey building, stepped to 3 storeys at the south end.

The initial townhome buildings were presented as 3-storey, 6 plex buildings (with 24 3-bedroom units). Based on feedback from the WDC Planning and Development Committee the townhomes were revised to 2-storey, 5 plex buildings. This created a more efficient, 2 level/3-bedroom floorplan which is simpler to construct and more cost-effective.

A zoning amendment application to increase the permitted density and a Development Permit application were submitted in late 2024. The rezoning was adopted and a Development Permit approved at the Jun.10.2025 RMOW Council meeting. Issued for Construction (IFC) drawings were issued in May 2025. A foundation permit was issued on Jun.18.2025. The February 2025 – Rev.1 version of

the project plan was endorsed by RMOW Council on Feb.25.2025, subject to confirmation of funding from other levels of government.



### **Lot 3 – Location Context Plan**

## **2. Project Summary (July 2025)**

### **Project Description**

Lot 3 is proposed to be a five-building WHA operated rental development. Building 1 (apartment) includes 105 units with a gross floor area of 73,995 sq.ft. Buildings 2 through 5 (townhomes) include 20 units with a gross floor area of 25,963 sq.ft. Unit types include:

#### **Apartment Units**

- 14 - Studio (1 bath) – Standard & Accessible
- 75 - 1 bed (1 bath) - Standard
- 8 - 2 bed (1 bath) – Standard & Accessible
- 8 - 2 bed (2 bath) - Standard

## Townhome Units (2 level)

- 20 - 3 bed (2 bath)

Final (IFC) floorplans and site plans are included in Appendix V.

The buildings will be constructed over a combined one-storey parking structure. The apartment building offers a range of unit types, focused on providing studio and one bed units to meet the strong demand for this unit type from the WHA Rental Waitlist. A total of 13 accessible units are provided. The townhome units will be suitable for families and groups of unrelated adults/roommates. The unit designs are influenced by feedback from the WHA on recent employee housing buildings and the WDC Planning & Development Committee.

Cheakamus Crossing Phase 2 - Lot 3 - 1600 Mount Fee Road						
IFC Drawings May.2025						
<b>Current Zoning: RM-CD2</b>						
<b>GFA = 4,300 sq.m. / FSR = 0.50 / Site Area = 8,480 sq.m.</b>						
			Floor Area		Total	
Unit	Type	Qty.	sq.m.	sq.ft	sq.m.	sq.ft
<b>Buildings 2 through 5 - Townhomes</b>						
D1-A	2 Level - 3 Bed - Mid.	12	120.16	1,293.54	1,441.94	15,522.48
D1-B	2 Level - 3 Bed - End	3	121.20	1,304.69	363.59	3,914.07
D1-C	2 Level - 3 Bed - End	4	121.27	1,305.50	485.09	5,222.00
D1-D	2 Level - 3 Bed - End	1	121.20	1,304.69	121.20	1,304.69
Total	Townhomes	20			2,411.83	25,963.24
<b>Building 1 - Apartments</b>			<b>Efficiency:</b>	<b>83.40%</b>		
A1-A	Studio	4	38.34	412.70	153.35	1,650.80
A1-B	Studio - Accessible	3	38.32	412.50	114.96	1,237.50
A1-C	Studio - Accessible	4	38.53	414.81	154.13	1,659.24
A1-D	Studio - Accessible	2	38.61	415.65	77.22	831.30
A1-E	Studio - Accessible	1	38.34	412.76	38.34	412.76
B1-A	1 Bed	55	53.22	572.92	2,927.14	31,510.60
B1-B	1 Bed	5	53.24	573.11	266.19	2,865.55
B1-C	1 Bed	5	53.34	574.21	266.70	2,871.05
B1-D	1 Bed	5	53.23	573.00	266.14	2,865.00
B2-A	1 Bed	5	52.84	568.82	264.20	2,844.10
C1-A	2 Bed / 2 Bath	5	77.08	829.79	385.41	4,148.95
C1-B	2 Bed / 2 Bath	3	77.12	830.18	231.36	2,490.54
C2-A	2 Bed / 1 Bath	5	73.38	789.90	366.88	3,949.50
C2-B	2 Bed / 1 Bath - Acc.	3	73.47	790.88	220.40	2,372.64
Total	Apartments	105			5,732.44	61,709.53
	Total Units	125				
<b>Unit Mix - Summary</b>						
	Apartments - Studio	14		Common (Apt.Bldg)	1,141.24	12,285.40
	Apartments - 1 Bed	75		Total (Apt.Bldg.)	6,873.68	73,994.93
	Apartments - 2 Bed	16				
	Townhomes - 3 Bed	20		Total Project		99,958.17

## Lot 3 – Project Statistics Table

## **Project Specifications**

Project specifications have been finalized in the May 2025 IFC drawing set and they generally follow the standards set for recent WHA projects.

As a rental property all specifications are geared to consider initial costs as well as long term durability and maintenance costs.

### Interior (Apartment Units)

- Appliances - Each unit includes a standard appliance package – 30” Fridge, 30” Range, Dishwasher, Hood Fan. Accessible units will be provided with a modified appliance package.
- Millwork – Durable finishes on millwork surfaces, laminate countertops. Double sink (single in Studios) in kitchens with space for garbage/recycling under the sink.
- Bathrooms will include vanity/sink, toilet and combo tub/showers. Accessible studio units will replace the tub/shower with an accessible shower.
- Flooring – Vinyl Plank
- In suite storage will include bedroom closets. Some units will also include a linen/pantry closet. All units, except accessible units, will include an in-suite storage room ranging from 30 to 45 sq.ft. As the accessible units require additional circulation space under the updated BC Building Code, they will be provided with a storage locker in the parkade.

### Interior (Townhome Units)

- Appliances - Each unit includes a standard appliance package – 30” Fridge, 30” Range, Dishwasher, Microwave/Hood Fan. Townhome units will also include a stacked washer/dryer unit.
- Millwork – Durable finishes on millwork surfaces, laminate countertops. Double sink in kitchens with space for garbage/recycling under the sink.
- Bathrooms will include vanity/sink, toilet and combo tub/showers.
- Flooring – Vinyl Plank on ground floor and carpet on second floor.
- In suite storage will include bedroom closets. All units will include an exterior accessed storage room, approximately 80 sq.ft. in size. Each unit will also have a storage locker in the parkade.

### Exterior

- Exterior finishes will primarily be Hardie Panel material for durability, ease of maintenance and fire resistance.



- Profiled metal siding panels will also be used to provide texture and relief to the façade with low long term maintenance costs and fire resistance. Stone accents will be used at the townhome entrances to help define the entries.

### Common Facilities

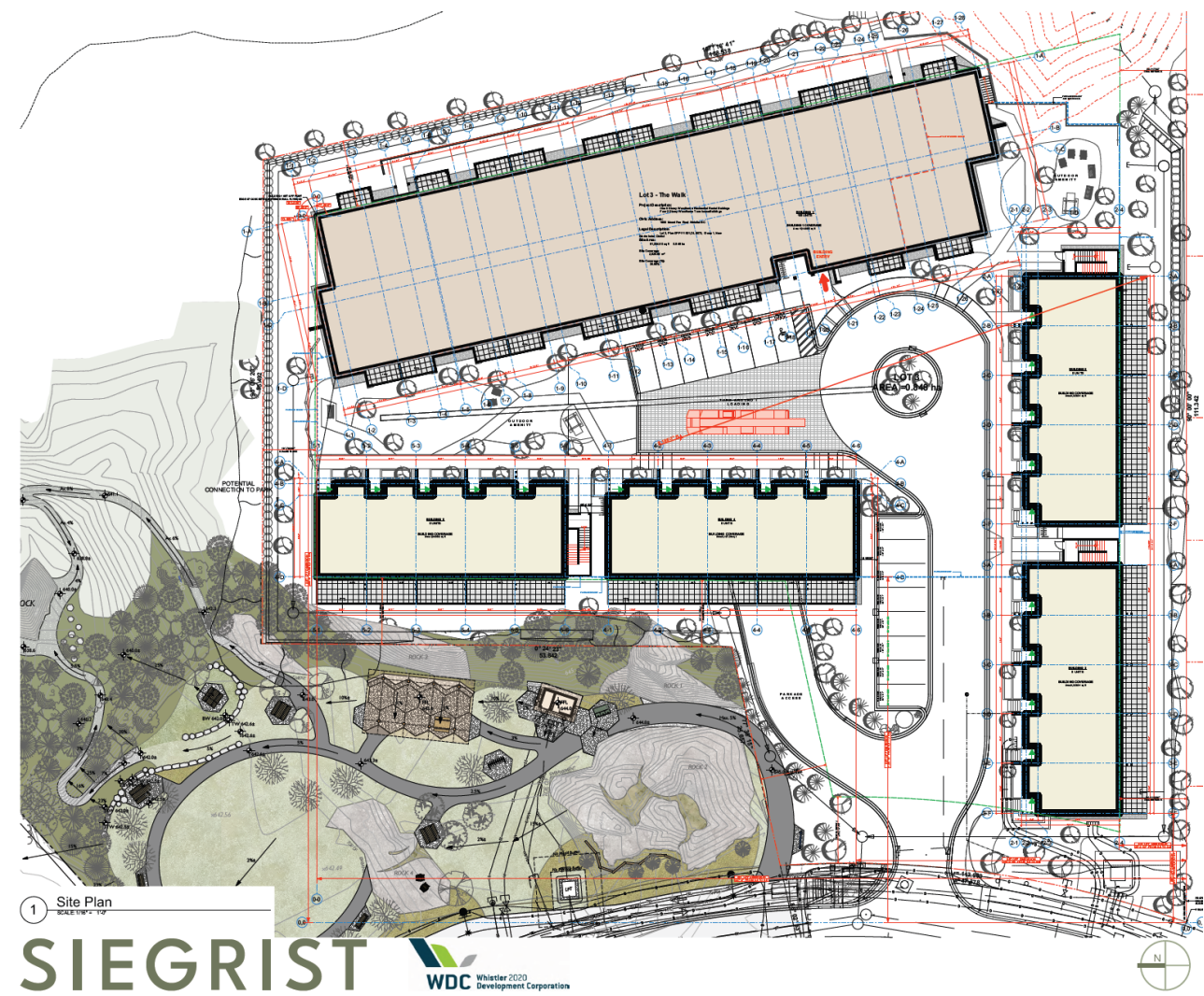
- A common laundry room for the apartment building will be located on the ground floor, adjacent to the main entrance lobby.
- A Canada Post mailroom/parcel room to service the apartment building will be located on the ground floor, adjacent to the main entrance lobby. The townhomes will be serviced by a Canada Post mailbox unit located near the property entrance from Mount Fee Road. (Subject to Canada Post review).
- Parking – A total of 160 parking stalls will be provided for residents (1 per apartment unit and 2 per townhome unit) and 15 stalls for visitors. Resident parking is located in a single level parkade with visitor stalls at the surface. All residential stalls will be pre-ducted for a managed EV charging system. 3 visitor stalls will be provided with a level 2 EV charger. Low profile curbs on the main driveway will permit short term drop off/unloading for the townhome units.
- The apartment building will be serviced by two elevators connecting to all levels and the parkade. Access to the townhomes from the parkade will be provided by three enclosed stairwells located adjacent to the townhome blocks.
- A central Garbage/Recycling Room for all residents is located in the parkade adjacent to the entrance.
- A bike storage room is located in the parkade with approximately 128 spots. Electrical outlets will be provided to allow for e-bike charging. A bike wash/repair station is located at the entrance to the parkade.
- A landscaped courtyard will be provided with pathways, lawn and seating areas. Plant material will be selected to ensure long term performance of the suspended slab membrane. Path connections will be provided to the adjacent trail network.

### Mechanical Systems & Energy

- Domestic Hot Water (DHW) will be provided by the DES with electric back-up for the apartments. Townhomes are proposed to utilize individual heat pump hot water tanks (covenant modification required).
- Heating will be provided in units using electric baseboard heaters.



- Cooling
  - The updated BC Building Code (2024) requires that all multi-family units have one room capable of being maintained at a temperature of 26 deg.C. or less. The mechanical consultant has advised that this cannot be achieved without a mechanical cooling system. For the apartments, a single Packaged Terminal Heat Pumps (PTAC – e.g. Innova) will be provided in the primary living area. For the townhomes, split cooling units will be used to provide cooling to the upper floor bedrooms.
- The buildings will be designed to Step 4 per the covenant registered on title at rezoning (requiring current Step Code for Part 3 Buildings +1).



**Lot 3 –Site Plan (May.2025 IFC Drawings)**

## Current Site Status

Lot 3 has all required underground service connections to the property line, ready for construction. The site is currently cleared and substantially graded. Concrete foundations/footings and columns are in progress.



**Lot 3 – Current Site Conditions**

## 3. Project Financials

### Project Budget

The current project budget is based on received contractor budget pricing based on IFT/IFC drawings. Allowances have been made for any items not fully priced or where the scope is not fully defined. An overall contingency allowance of 10% is included.



Based on this, our current forecast for total project costs, including land and finance, is **\$62.9M**.

<b><u>Lot 3 Project Cost Summary</u></b>				
Project Costs	\$ 51,910,493	<i>Includes Construction, Soft Costs, Permit Fees</i>		
Contingency	\$ 5,191,049			
<b>Sub-Total</b>	<b>\$ 57,101,542</b>			
Land/Infrastructure Allocation	\$ 3,200,530			
Land Transfer Costs (PTT)	\$ 78,000			
Const'n Monitoring & Interest	\$ 2,551,841	<i>Per WHA Funding Applications</i>		
<b>Total Project Costs</b>	<b>\$ 62,931,913</b>			

**Table 3.1 - Lot 3 Project Costs**

## **WHA Rental Waitlist and Demand**

The WHA Rental Waitlist continues to exceed the available supply across all housing types. Additionally, WHA has expanded eligibility to include qualified employees who had applied for Permanent Residency. The delivery of 48 WHA rental units at Lot 2B (The Hemlocks) in Fall 2024 and 104 units at Lot 5 in 2026 (Q2/Q3) will help to address demand. Despite the addition of these units it is expected that demand will continue to exceed supply. This is due to both projected population growth and the continued decline in affordable, private rental housing options.

The highest waitlist demand continues to be for studio and one-bedroom units. ***WHA waitlist data is shown in Appendix I.*** The demand for one bed units was reinforced during the tenant selection process for the recently completed Hemlocks project. Based on this high demand the unit mix for the Lot 3 apartment building was weighted towards one bed units (over 70%).

The 20 townhome units present an opportunity to add an alternate housing type to the WHA rental inventory. Although the economics of larger townhome units are challenging, the WHA expects that there will be sufficient rental demand for these units at a rate that can support the proposed model. Final rental rates will be established that align with any requirements under RMOW or project funding requirements (e.g. B.C. Housing or CMHC).

## Rental Rate Assumptions for Equity Modelling

### Apartment Units

The rental rates in the February 2025 project plan were based on an assessment of projected rents under the RMOW's K-01 with input from WHA Staff. The K-01 rental policy establishes a minimum and maximum rent by project and unit type with actual rents based on verified income, per Rent Geared to Income (RGI) standards. Under K-01, actual rents will not be below the minimum or above the maximum. For this update, rental rate assumptions have been adjusted to align with funding applications. The current proposed rates are as follows:

Rentable Area	61,731	sf	Projected	Gross Rent
	Qty.	Avg.sf	Rent \$/month	\$/month
Studio	14	414	1,900.00	26,600.00
1 Bed - Prem. Rent	20	573	2,500.00	50,000.00
1 Bed - Reg. Rent	55	573	2,000.00	110,000.00
2 Bed/1 Bath	8	790	2,560.00	20,480.00
2 Bed/2 Bath	8	830	3,400.00	27,200.00
				<b>234,280.00</b>
			<b>Avg.Rent per sf</b>	<b>3.80</b>

**Table 3.3 – Lot 3 Rental Rates – Apartments (Projected to 2028)**

These rates are in line with forecasted 2028 rents on other recently completed WHA projects. Final rental rates will be established in the Housing Agreement, as endorsed by the WHA Board and approved by RMOW Council.

### Townhome Units

The rental rate assumption for the townhomes is based on feedback on allowable rents under potential funding programs. For the purposes of equity modelling, a rate of \$4,600.00/month was established. For comparison, the WHA tracks advertised rents from print and online sources. (refer to Appendix II). For 2025 to date, advertised rents for 3 – bedroom units were \$6,366/month (average) and \$6,200/month (median).

## **Project Funding and Financing/Equity Requirements**

Financing for the construction and operation phases of the Lot 3 project will require a combination of equity (cash, grants, etc.) and third-party debt from either a government loan program (CMHC, BC Housing) or a conventional lender. As a rental project, Lot 3 qualifies for several government loan programs. These programs offer significantly better terms than conventional financing and would be the preferred path. These programs provide financing for both construction and takeout (operations phase). Identification of the project equity requirements and sources is critical to ensure that sufficient funds are available to proceed with the project. Recent WHA projects utilized both CMHC (ACLP for Lot 2B) and BC Housing (BC Builds for Lot 5). The WHA and RMOW have initiated funding applications for Lot 3 which has provided guidance on expected rates, terms, etc. These applications remain under review.

### **Construction Phase**

For the CMHC Apartment Construction Loan Program (ACLP) there is typically a single loan for both construction and take out with the interest rate set at the first payment draw. For B.C Housing there is a different interest rate for construction and takeout. For the purposes of the model, we have assumed a B.C. Housing lending program. Construction Phase interest costs are calculated based on a detailed cash flow using a rate of 3.65% (per B.C. Housing 2025 forecast). An allowance has been included to cover construction monitoring/QS costs and fees. Progress draws will start after available WHA/RMOW equity (\$8.9M) has been invested (land value included), with the first draw expected by year end 2025.

### **Operational Phase**

For the Operational Phase the available takeout mortgage amount will be based on the project's Net Operating Income (NOI). NOI is calculated using projected rental revenue and operating costs. Operating cost projections have been reviewed with WHA staff and are based on similar projects. Terms (Interest Rate, DSR) are per B.C. Housing and WHA input. Revenue projections are based on two scenarios:

- 1) Economic Rent – This is the minimum required rental rate for the project to be viable with typical financing standards.
- 2) Projected Rent per Table 3.3 applied to the apartments, plus townhome rent at \$4,600/month.

The projected mortgage amount and equity requirement at completion are included in Table 3.4 below for the two NOI/rental revenue scenarios:

Lot 3 - 1600 Mount Fee Road - Apartments + Townhomes				Rev.J
Number of Units:	125			
Gross sf	99,958			
Net sf	87,673	Efficiency	87.7%	
Total Project Cost (Excl. GST):	\$ 62,931,913	\$ 718	Per Net sq.ft.	
Apt. Average Economic Rent	\$ 4.10	per sq.ft		
Apt. Projected Avg. K-01 Policy	\$ 3.80	per sq.ft		
TH Rent (Monthly)	\$ 4,600.00	per month	Unit - 1,300sf	
Interest Rate*	4.52%			
Amortization Period	35.00	years		
	Net Op. Income†	Calc. Mortgage ††	Equity Required	
Apt. at Econ. Rent + TH	\$ 3,257,968	\$ 52,016,393	\$ 10,915,520	
Apt. at K-01 + TH	\$ 3,035,814	\$ 48,469,499	\$ 14,462,414	
		Equity Difference	\$ 3,546,894	
* Interest Rate per B.C. Housing (2028 Projection)				
† Includes Ancillary Income - Parking & Laundry + 1% Vacancy Allow.				
†† Mortgage assumptions - 1.1 DSR, Rate and Amortization Period as noted				

**Table 3.4 - Lot 3 Take Out Financing - Equity Requirements**

**(See Appendix III for Details)**

With the assumptions outlined above it is expected that the project will require equity of approximately **\$14.5M**. These assumptions are subject to further refinement and confirmation per funding application terms and parameters.

Initial equity totaling \$8.9M will be provided from WHA and RMOW as follows:

WHA: \$3.0M  
 RMOW – CCAEH Fund: \$3.8M  
 RMOW – EH Reserve Fund: \$2.1M

The balance of the equity requirement is expected to be provided through the selected funding program.

The economic rent scenario is provided to demonstrate the additional equity required to achieve the proposed rental rates (assumed to be within K-01). WDC will continue to work with WHA and the RMOW to refine these assumptions and confirm the equity requirements and source(s) of equity. If sufficient equity is not available alternative options to proceed are outlined in the Project Risks & Risk Mitigation section of this Project Plan.

### WDC Funding Requirements

As with previous projects delivered to the WHA, WDC will enter into a Development and Construction Services Agreement (DCSA) with the WHA. WDC will require access to sufficient funds to meet its contractual obligations under the DCSA. Funds are proposed to be provided through funding agreements between the RMOW and WDC and will be sourced from the Cheakamus Crossing Affordable Employee Housing Reserve Fund (CCAERH). Funds advanced under any agreements would be transferred back to the CCAERH at project completion or earlier, per the agreement terms.

Based on forecasted project cashflow, the existing capacity under the May 2025 Credit Line Agreement, and assuming the following:

- Financing Facility Confirmation by Sept.2025
- WHA closes on the land in Oct. 2025
- WHA makes an initial draw payment (approx. \$5.6M) in Oct. 2025
- WHA makes the first draw payment under the finance facility by Mar.2026

WDC would require access to an additional \$3.0M through a funding agreement(s), to be determined by RMOW. Access to these funds would be required in September 2025.

Once confirmation of the finance facility is confirmed and draw payments are stabilized a project funding agreement will be requested. This agreement would provide funds to cover statutory lien holdback receivable amounts on each progress draw (10%) under the DCSA. Based on the project costs (Table 3.1) the DCSA value would be approximately \$57.0M. A project funding agreement for \$5.7M would cover the lien holdback receivable amount. This is similar to the funding agreement for the Lot 5 project, currently in progress.

If the financing facility confirmation is delayed beyond Sept.2025 additional funding would be required to continue construction. Alternatively, construction could be paused to defer the requirement for additional funding. Refer to the Project Risks and Mitigation Section of this document for further discussion.

### **Project Cashflow**

Based on the proposed schedule and current preliminary budget for project costs (including construction, contingency, soft costs, land and finance) of \$62.9M the cashflow projection/WHA payments are as follows:

Category	Prior Years	2025		2026		2027		2028
		Q1/Q2	Q3/Q4*	Q1/Q2	Q3/Q4	Q1/Q2	Q3/Q4	Q1/Q2
Project Costs	\$1,262,456	\$4,028,646	\$8,718,000	\$9,700,000	\$10,730,595	\$12,024,224	\$10,637,621	\$0
Land			\$3,278,530					
Finance Costs				\$191,523	\$566,417	\$768,254	\$1,025,647	\$0
Cumulative	\$1,262,456	\$5,291,102	\$17,287,632	\$27,179,155	\$38,476,167	\$51,268,645	\$62,931,913	\$62,931,913
<b>WHA Land and Draw Payments</b>								
Land			\$3,278,530					
Construction			\$5,621,470	\$18,087,632	\$10,730,595	\$12,024,224	\$10,637,621	
<b>*WHA/RMOW Equity Contribution (\$8.9M) applied to Land and First (Partial) Draw Payment - 2025-Q3/Q4</b>								

**Table 3.5 - Lot 3 Cashflow/WHA Payments**

Subject to final financing program and terms it is expected that equity requirements will be satisfied by Q4-2025.

## 4. Project Schedule

### Approvals

As proposed, the project has received all rezoning and development permit approvals. A foundation permit was issued in June 2025.

### Construction

To date the bulk of site grading and excavation has been completed. Concrete foundation work commenced in June after BP issuance. The current schedule has concrete work substantially complete by the end of 2025. With a single crane, framing work on the apartment cannot commence until the suspended slab is complete. Townhome framing will commence when the apartment framing is well progressed. Per the below schedule, delivery of completed units would occur at the end of 2027 with tenant occupancy in Jan.2028

July 2025 Update																																																		
	2024				2025								2026								2027								2028																					
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J				
Approvals	APPROVALS																																																	
Parkade					SITE PREP				FOUNDATIONS/SS																																									
Apartment - Bldg.1													FRAME+ROOF				SUBTRADES & EXT.				FINISHING/EXT.WORKS																													
Townhome - Bldgs. 2 - 5																	FRAME+ROOF				SUBTRADES & EXT.				FINISHING/EXT.WORKS																									

**Table 3.6 - Lot 3 Project Schedule**

A detailed schedule is included in Appendix IV.



## 5. Project Risks & Risk Mitigation

At all stages of project planning and execution there are numerous risks that need to be considered. With each risk, mitigative steps should be identified to reduce the likelihood of a risk materializing. Additionally, measures should be developed to ensure that a path forward has been established should a risk materialize.

The risks to the Lot 3 project can be captured in three categories:

- Economic/Financial Viability
- Funding Delays
- Execution/Construction Phase

### Economic/Financial Viability Risks

#### **Risk 1 – Insufficient Equity Availability**

Mitigation Options/Strategies (Reduce Required Equity):

- Investigate options to increase rental revenue. **Preferred Option**
- Option to sell units or a portion of the building to individual purchasers (WHA waitlist), businesses or an institution to reduce equity and debt amounts. **Not Preferred**

#### **Risk 2 – Increase in interest rates**

Mitigation Options/Strategies:

- Engage with potential lenders early in the project timeline to ensure the best interest rates and other terms can be expected and achieved.

#### **Risk 3 – Insufficient demand for townhome rental from WHA Rental Waitlist**

Mitigation Options/Strategies (subject to WHA Approval):

- Relaxations to K-01 policy to expand eligibility options (e.g. couples, roommates, local businesses and agencies, etc.). **Preferred Option**
- Consider the sale of townhomes to qualified employees on a cost recovery basis. Note that this would likely increase the equity requirement for the rental apartment building. Financing would be more complicated as ownership

townhomes would not qualify for CMHC or B.C. Housing financing. The completed project operating/legal structure would need to be considered (e.g. sectioned strata). **Not Preferred**

- Potential sale of units to qualified businesses. **Not Preferred**

#### **Risk 4 – Insufficient demand for apartment rental from qualified employees**

Mitigation Options/Strategies:

- Consider the sale of both apartments and townhomes to qualified employees. This would require some adjustments to the project specifications to meet ownership standards (e.g. in suite laundry in apartment units). Sufficient equity would need to be made available to WDC to obtain conventional construction financing to deliver the completed units. **Not Preferred**
- Potential sale of units to qualified businesses. **Not Preferred**

In order to assess the likelihood of the Economic/Financial viability risks it is critical that WHA/RMOW/WDC conclude discussions with lenders to confirm financing programs, interest rates and equity requirements and sources.

#### **Funding Delay Risks**

Based on recent experience on the Lot 5 project there is a risk of delays in finance facility/funding approvals. These delays would create cashflow constraints that could delay construction progress, resulting in completion delays and cost increases. The nature of these delays could include;

- 1) Delays in initial Funding Approval Commitments (beyond Sept.2025)
- 2) Delays related to the completion of finance facility documentation and security/mortgage requirements.

Item 1 – Commitment Delay - Mitigation Options/Strategies:

- WHA Board Approval to approve/amend land purchase agreement/DCSA terms to allow for payments ahead of finance facility confirmation. Alternatively, the RMOW could redirect the \$5.9M of equity from the CCAEH and EH Reserve to WDC to fund ongoing construction. **(Note that this mitigation would be limited to addressing funding needs to complete foundations and parkade only, after which a pause on construction may be required).**

- Pause construction activities to reduce cashflow until financing facility (or alternate) is confirmed.

#### Item 2 – Financing Facility Completion - Mitigation Options/Strategies:

- Approval and implementation of requested Funding Agreements/Amendments as outlined in the WDC Funding Requirements section of this project plan (Items 1 and 2)
- Early identification of finance facility documentation requirements (using previous experience) and implementation of steps to complete/execute. Some steps may require RMOW Council, WHA Board, or WDC Board approvals.

#### Execution/Construction Phase Risks

Adhering to good project management principles, WDC ensures that a risk assessment and mitigation process is applied to all projects. Although each project is unique, there are typical risks for building projects like Lot 3. These include:

- Project Budget
  - Pre-Construction – Scope Creep (e.g. Building Code & Specifications)
  - Sub-Contractor/Trades Availability
  - Inability to confirm pricing for some project elements (e.g. lumber package) until after project has started.
  - Unique Risk - Impacts of Canada/USA Trade Dispute and Tariffs.
- Construction
  - Sub-Contractor & Supplier Non-Performance
  - Consultant Coordination Issues
  - Damage to Project under construction – Fire, Flood, Wind, Vandalism
  - Schedule Delays, Material and Equipment late deliveries
  - Schedule/Timing - (e.g. Winter Conditions / Wildfire - Work Curtailment)
- Post Delivery
  - Significant deficiencies/system performance issues
  - Premature failures of building components and finishes

Potential strategies that can be applied to mitigate these risks are:

- Ensure appropriate contingencies are included in budgets. Apply targeted contingencies to any higher (or lower) risk elements.
- Identify budget elements at a higher risk of tariff induced inflation and ensure alternatives are available. Given the timeline of this project it is anticipated that

supply chains will have adjusted to low/no tariff supplier at time of procurement. The current Project Costs are based on current pricing and include 10% contingency. It is anticipated that any potential impacts from trade/tariff issues will be within the contingency allowance.

- Include appropriate allowances for inflation (updated budget with IFC trade pricing accounts for this)
- Maintain a stable of reliable Consultants with previous WDC project experience.
- WDC - General Contractor Delivery Model. This facilitates close management of individual sub-trades and suppliers.
- Project Scheduling – Include Key Procurement tasks. Identify long lead time components and ensure timely procurement. Monitor progress.
- Develop & Maintain Sub-Contractor & Supplier Relationships. Monitor performance.
- Build Detailed Budgets w/Sub-Contractor input early in the budgeting process. Particularly important when analyzing options. (updated budget with IFC trade pricing accounts for this)
- Place and maintain Project Insurance coverage. Identify and ensure coverage for project specific risks. Insurance is now in place for project.
- Ensure robust processes are in place for quality assurance/consultant reviews.

WDC will continue to develop and manage a project risk register to ensure that all risks for Lot 3 are identified and that appropriate mitigation measures are developed and implemented.

## 6. Summary of Project Plan Updates from Feb.2025 Version

The Lot 3 Project Plan has been refined since the February 2025 version through the efforts of WDC staff working with the WHA and RMOW. Steps that have been undertaken and current status is as follows:

- Rental rates have been reviewed, refined, and confirmed. Current rental rate assumptions are outlined in this updated Project Plan. Operating cost assumptions were also subject to review and minor updates were made to align with funding applications. Equity requirements were projected to be \$16.1 million and are now projected to be slightly lower at about \$14.5 million.
- Based on current funding assumptions, the required equity from RMOW and other sources as noted above is approximately \$14.5 million. Of the total, \$8.9 million is to be sourced from municipal sources including WHA cash on hand of \$3 million and reserve funds in the amount of \$5.9 million. The balance of equity required is from senior government and other sources. WDC Funding requirements have been clarified.
- Caution was expressed in the previous plan version regarding budget allowances with particular note of potential tariff impacts and inflation pressures. At this time, contract tender pricing has been confirmed on about 90% of the subtrade scopes of work. Overall budget confirmation is tracking very closely to February 2025 estimates and the 10% contingency remains intact. In addition, site work is substantially complete and many of the variable costs in the soft cost portion of the budget have now been confirmed.
- Interest rate risk is always a consideration in project costing from both construction financing and takeout (permanent) financing perspectives. As noted in Section 3 of this amended Project Plan, interest rates are currently set in the proforma at 3.65% for the construction loan and 4.52% for the permanent mortgage loan, both rates being considered as reasonably conservative based on current and projected trends over the next 1 to 2 years.
- Identification of risks related to funding program delays and associated risk mitigation options.
- Refinement of project schedule, with foundation work starting in June 2025, resulted in an update in the completion date to Dec.2027 (previous Q1-2028).

## 7. Conclusions & Recommendation/Next Steps

Various provisions of the February 2025 Lot 3 Project Plan have been reviewed and refined and this amended Project Plan provides an update on progress and current status. For the most part, the project is advancing forward on a very positive note. Budgets have been confirmed, approvals including rezoning, Development Permit and foundation permit have been obtained, and construction has commenced with completion targeted for late 2027. The overall cost to complete remains very close to the projected amount of \$62.9 million reported in February and a contingency of \$5.2 million has been maintained. The WDC Board has reviewed this updated Project Plan and strongly endorses the decision to proceed forward. To support this the following key steps should be taken:

- Continue to pursue Financing Facility approval and monitor related timing/key dates.
- Finalize and present requested Funding Agreements and amendments (required to fund project prior to finance facility confirmation/first facility draw) to RMOW Council for approval.
- Prepare a documentation list and prepare a plan to ensure the finance facility can be finalized as soon as possible after once approved.

## 8. Appendix

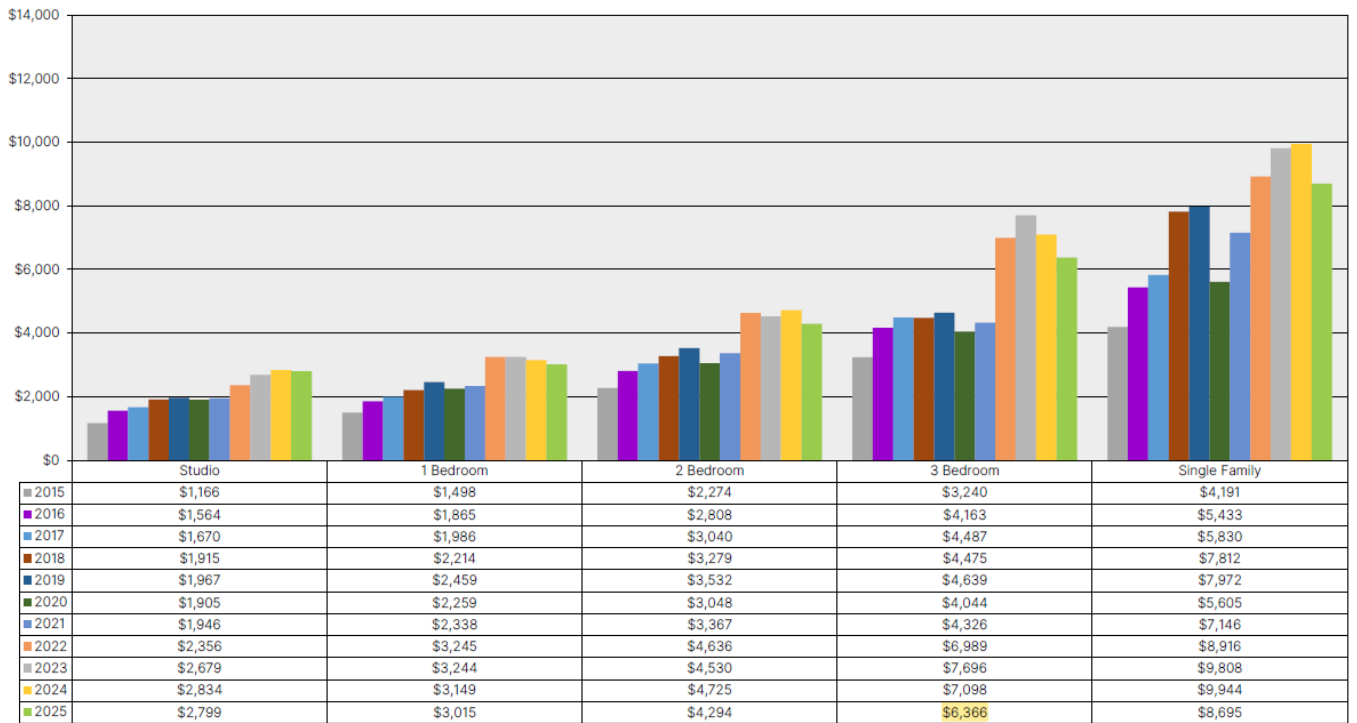
- I. WHA Waitlist Data (Rental & Ownership)
- II. Advertised Rental Rates – Average & Median
- III. Equity Calculation Detail
- IV. Project Schedule – May 2025
- V. Unit Floorplans (May.2025 IFC Plans)

**I. WHA Waitlist Data (Rental & Ownership)**

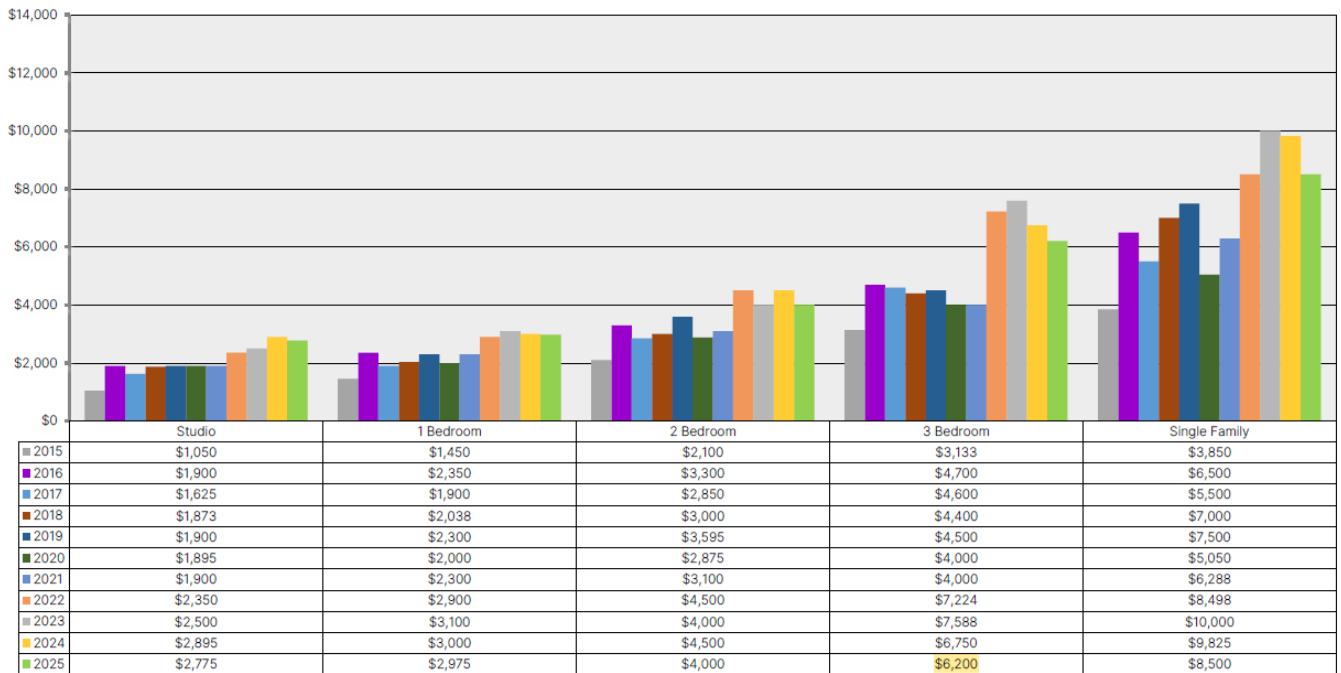
<b>RENTAL WAITLIST</b>	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total	813	675	602	466
Average Time on List (years)	1.8	2.1	2.5	3.5
<i>Waitlist Demand</i>				
Studio	573	507	424	391
One Bedroom	680	601	495	436
Two Bedroom	163	140	110	74
Three Bedroom	56	47	39	22
For 2024 - 503 Rental Waitlist Candidates are not currently housed in WHA rental or ownership properties. Household Types for these are:				
Singles/Couples - No Dependants*	618	451		
Households with Dependants	70	51		
Unrelated Adults	9	2		
<i>* 27 of singles/couples are Senior Households</i>				
<b>OWNERSHIP WAITLIST</b>	<b>2025*</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>
Total	665	1220	1164	1095
Average Time on List (years)			8.2	3.2
<i>Waitlist Demand</i>				
One Bedroom	614		856	787
Two Bedroom	672		1076	1003
Three Bedroom	617		1017	952
Duplex	273		598	578
Detached	287		573	547
*2025 data is the Net Waitlist (waitlist members not already housed within the program).				



## **II. Advertised Rental Rates Average & Median (WHA Monitoring)**



### **AVERAGE Advertised Rents**

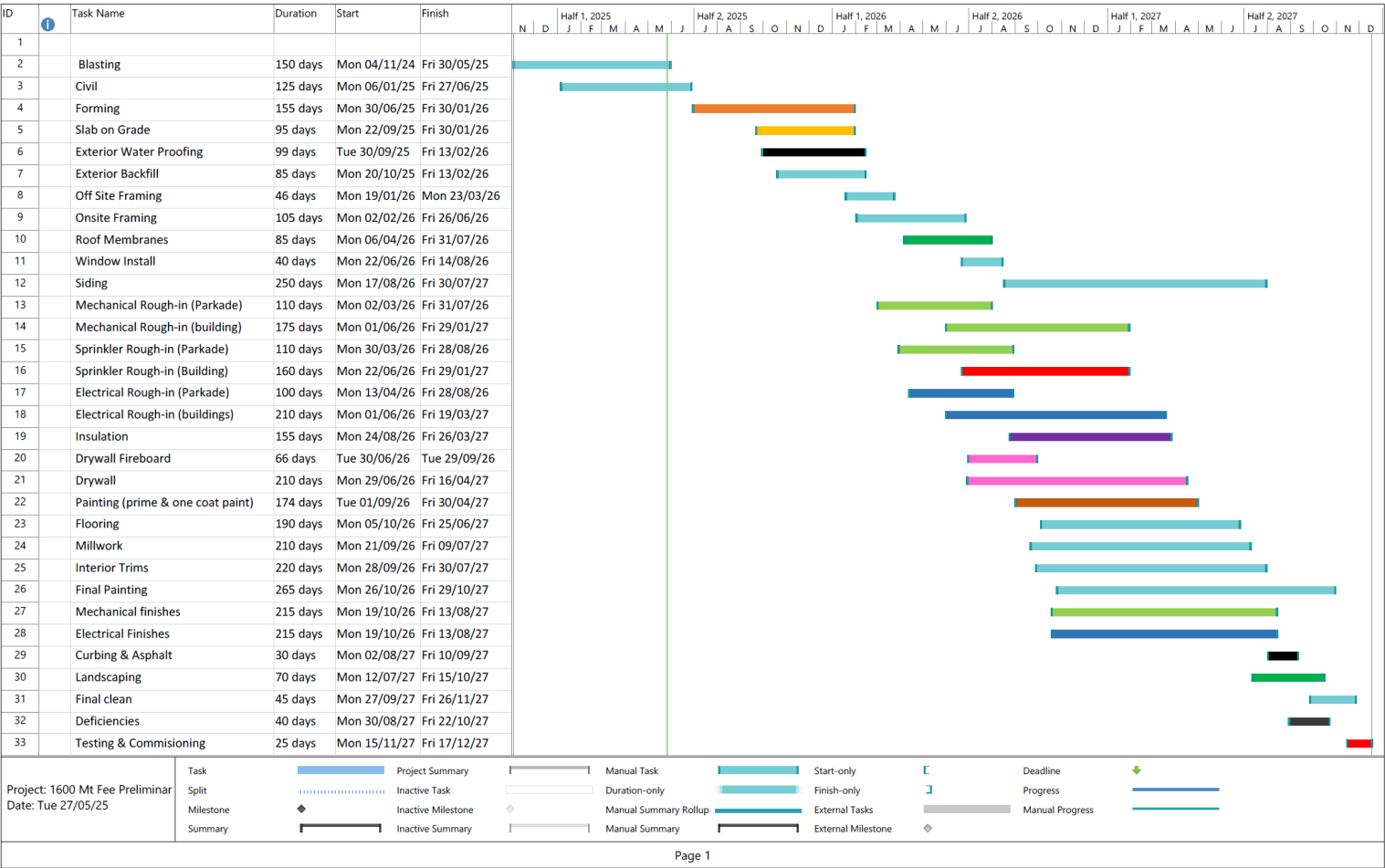


### **MEDIAN Advertised Rents**

### III. Equity Calculation Detail

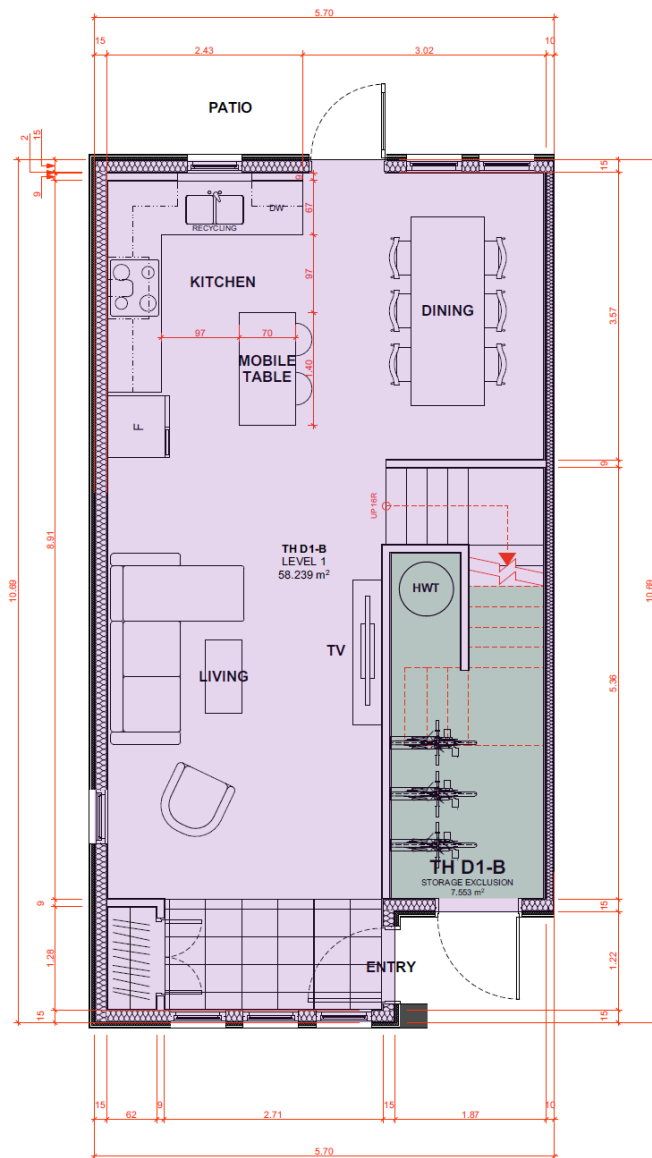
Construction Year Start		2025	2025				
<b>Project</b>		<b>Lot 3 - Econ.</b>	<b>Lot 3 - K-01 + TH</b>				
<b>Apartments</b>							
<b>Number of Units</b>		<b>105</b>	<b>105</b>				
Gross SqFt		73,995	73,995				
Net SqFt		61,710	61,710				
Efficiency		83.4%	83.4%				
<b>Townhomes</b>							
<b>Number of Units</b>		<b>20</b>	<b>20</b>				
Gross SqFt		25,963	25,963				
Net SqFt		25,963	25,963				
Efficiency		100.0%	100.0%				
Land Cost, Transfer Value*		\$ 3,200,530	\$ 3,200,530				
Land Transfer Cost - PTT		\$ 78,000	\$ 78,000				
Project Costs (Const., Contingency, Soft Costs)		\$ 57,101,542	\$ 57,101,542				
Construction term, months		26	26				
Construction loan Interest Rate*	3.65%	3.65%	3.65%			Interest Rate per B.C. Housing (2025 Interim)	
Const'n Monitoring & Interest		\$ 2,551,841	\$ 2,551,841			Per WHA Funding Application	
<b>TOTAL PROJECT COST</b>		<b>\$ 62,931,913</b>	<b>\$ 62,931,913</b>				
Cost/Gross Sq.ft		\$ 718	\$ 718				
<b>Apartments</b>							
Proforma Average Economic Rent \$/SqFt		\$ 4.10				Lot 5 PP + 3 years at 2%	
WHA Lot 5 Comparable Rent\$/SqFt			\$ 3.80			Per WHA Funding Application	
Gross Annual Rent - Apartments		\$ 3,036,109	\$ 2,813,955				
<b>Townhomes</b>							
Rent - Monthly per Unit		\$ 4,600	\$ 4,600			Per WHA Funding Application	
Gross Annual Rent - Townhomes		\$ 1,104,000	\$ 1,104,000				
Ancillary Revenues - Parking (\$65/mo.) 105 Stalls		\$ 81,900	\$ 81,900			Assume that TH Rent includes Parking	
Ancillary Revenues - Laundry		\$ 28,800	\$ 28,800				
Total Annual Revenue		\$ 4,250,809	\$ 4,028,655				
Vacancy Allowance (1%)		\$ (40,121)	\$ (40,121)				
Estimated Operating Cost		\$ 952,720	\$ 952,720			Per WHA Funding Application	
Net Income for Debt Service		\$ 3,257,968	\$ 3,035,814				
Assumed Interest Rate	4.52%	4.52%	4.52%			Interest Rate per B.C. Housing (2028 Projection for Take Out)	
Calculated Mortgage †	35.00 yrs.	\$ 52,016,393	\$ 48,469,499				
<b>Equity Required, Economic Rent / TH Rent</b>		<b>\$ 10,915,520</b>					
<b>Equity Required, WHA K-01/TH Rent</b>			<b>\$ 14,462,414</b>				

IV. **Project Schedule**



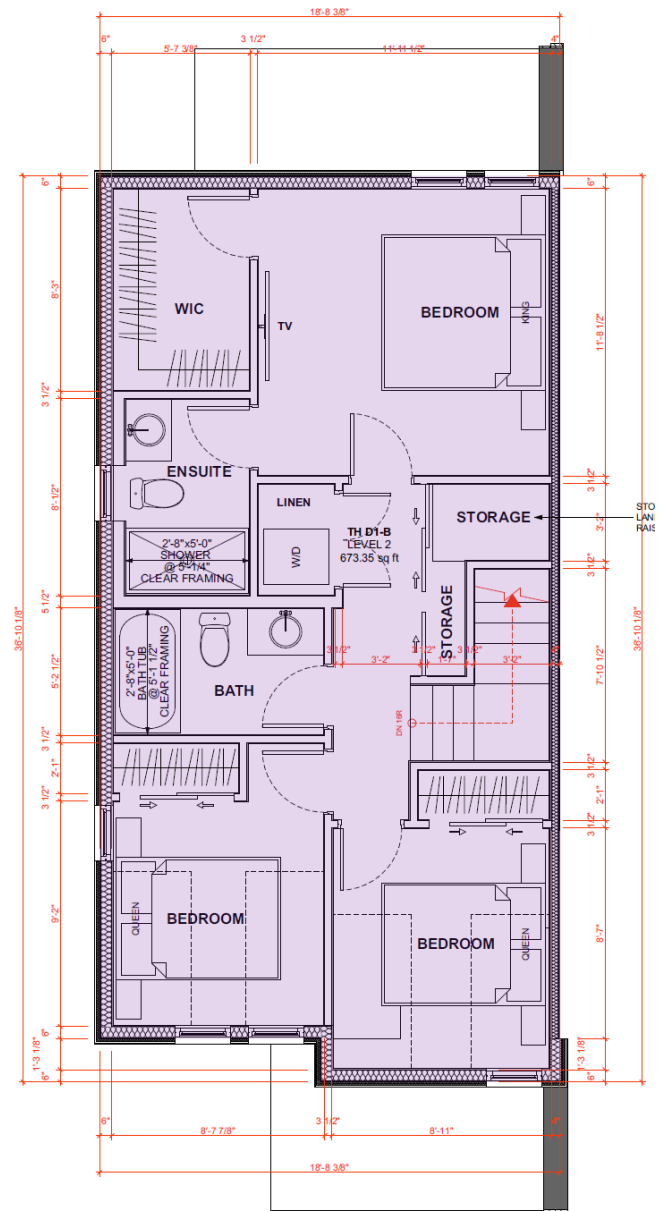
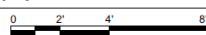
V. **Unit Floorplans (May 2025 IFC Plans)**

**Townhome (Typical)**



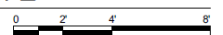
1 Unit TH D1-B - Level 1

SCALE: 1/4" = 1'-0"

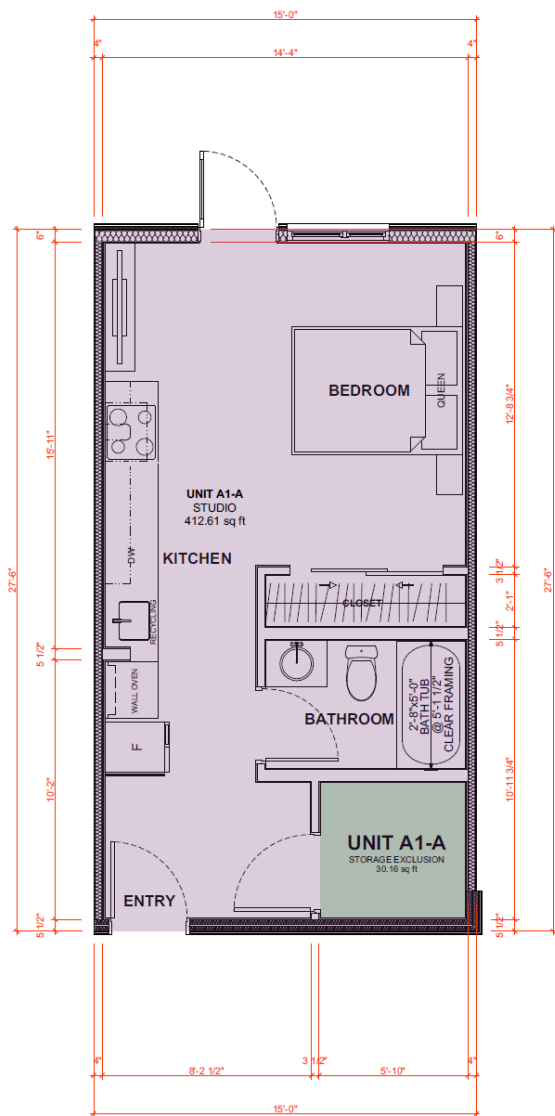


2 Unit TH D1-B - Level 2

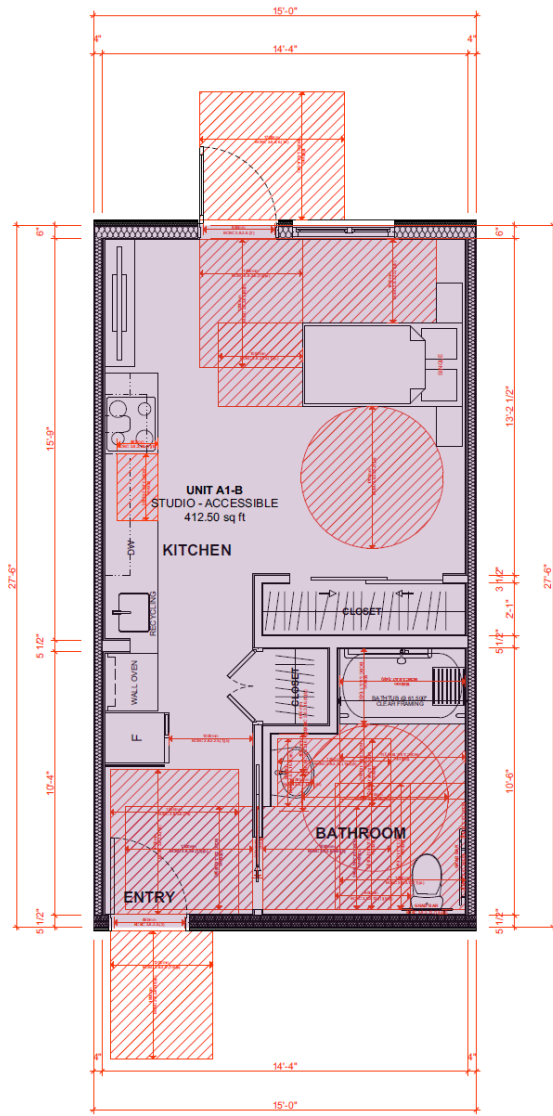
SCALE: 1/4" = 1'-0"



Studio (Standard & Accessible)

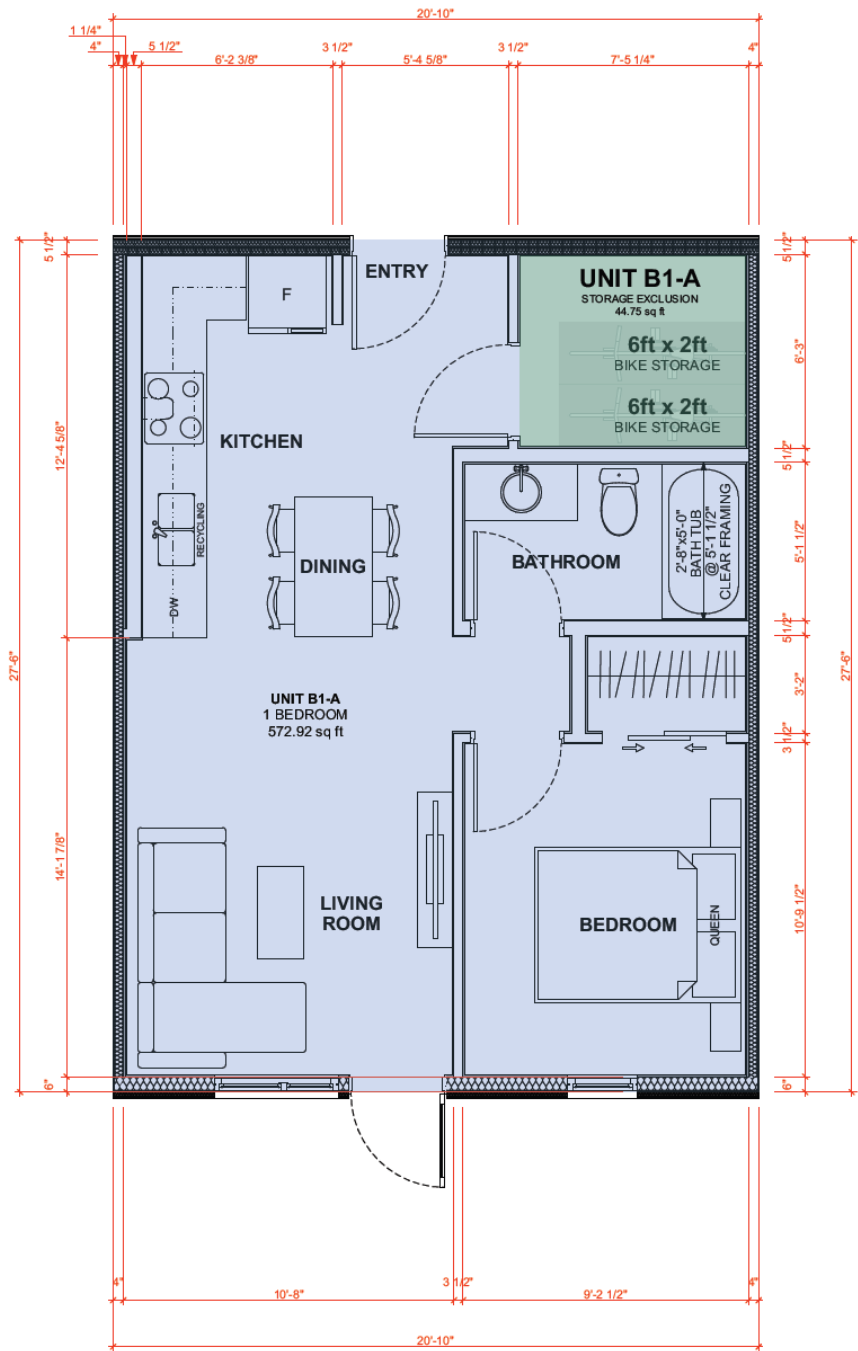


1 Unit A1-A  
SCALE: 1/4" = 1'-0"  
0 2' 4' 8'



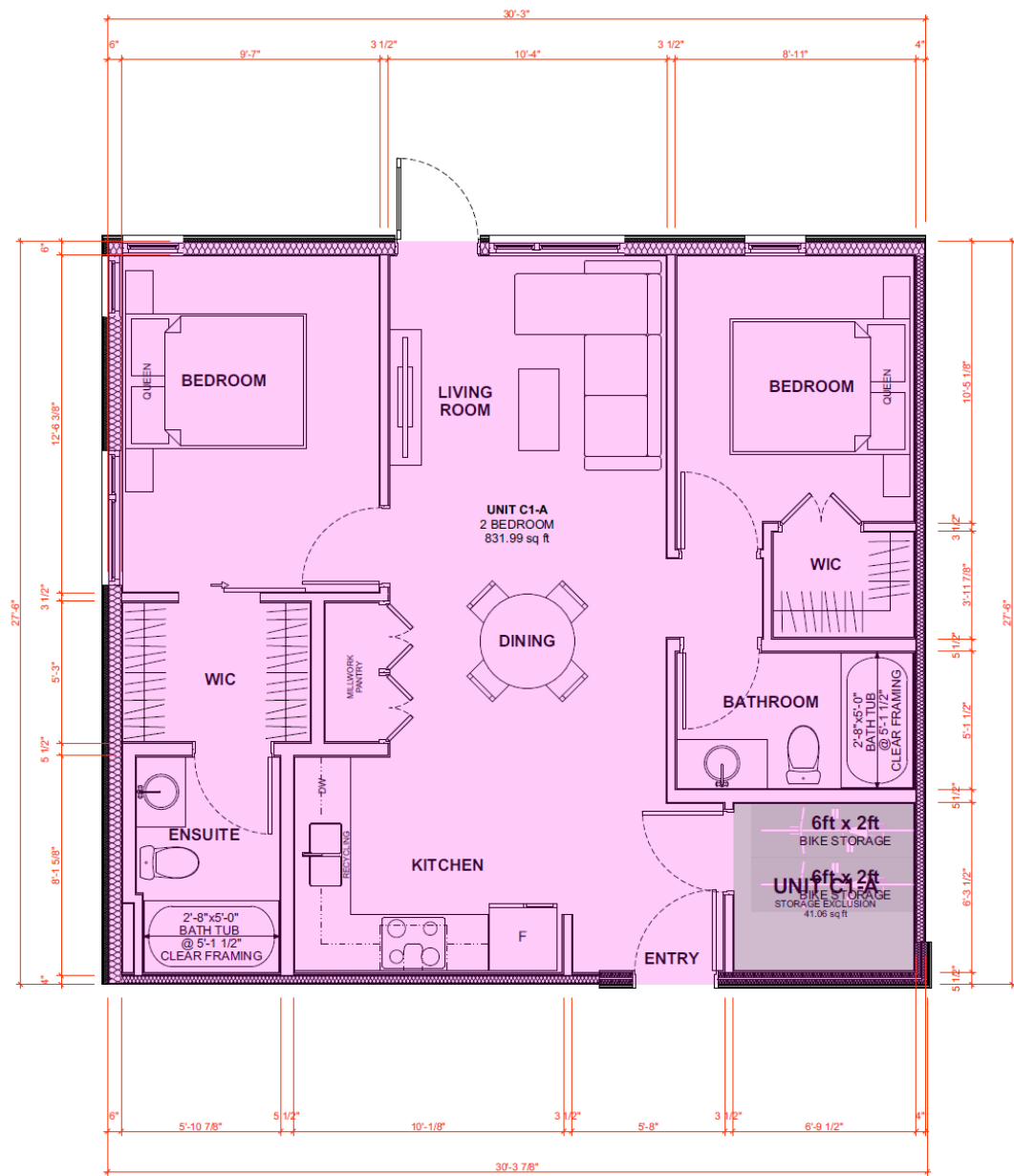
2 Unit A1-B - Accessible With Clearances  
SCALE: 1/4" = 1'-0"  
0 2' 4' 8'

One Bedroom (Typical)



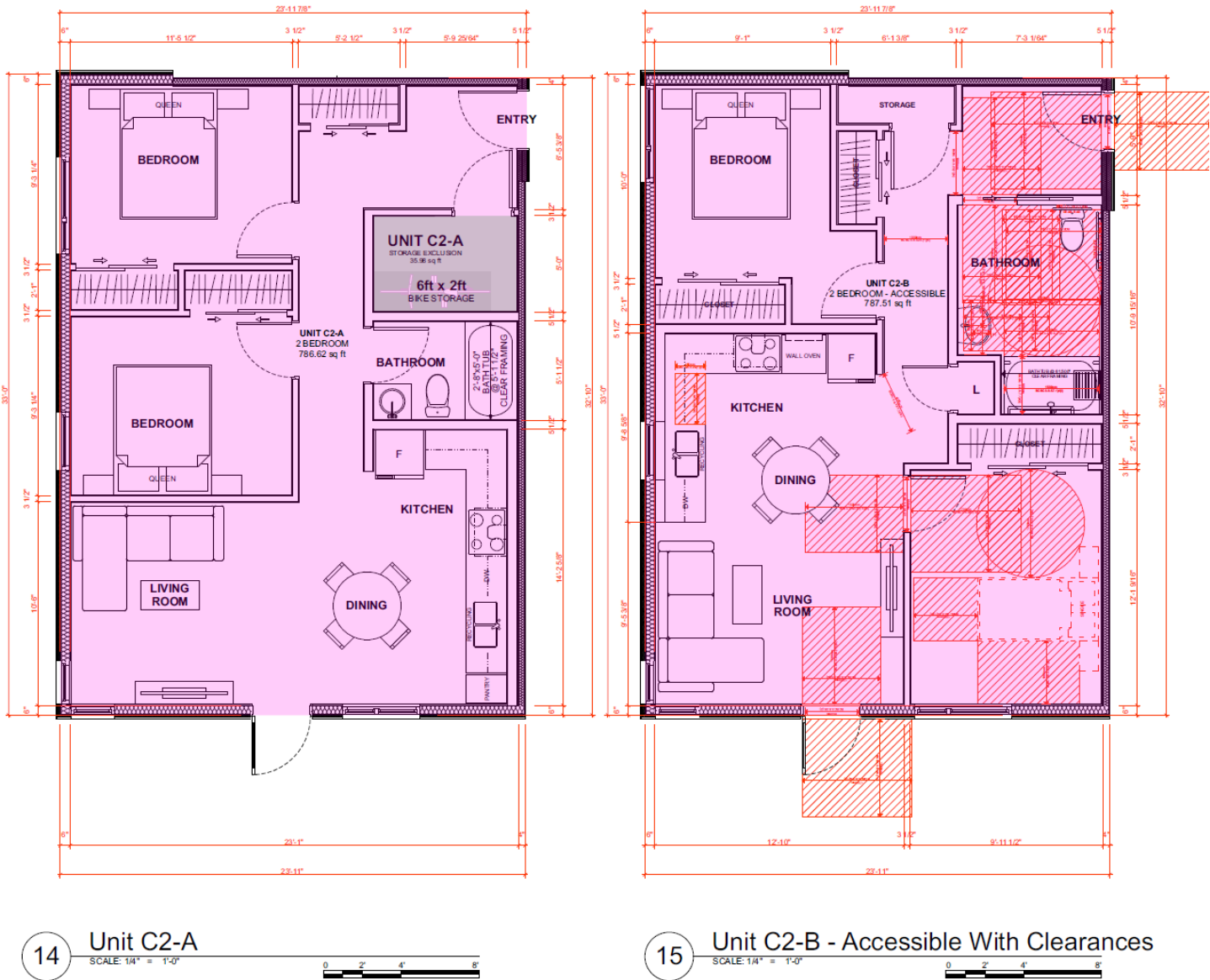
6 Unit B1-A  
SCALE: 1/4" = 1'-0"  
0 2' 4' 8'

Two Bedroom (Type C1)



12 Unit C1-A  
SCALE: 1/4" = 1'-0"  
0 2 4 8

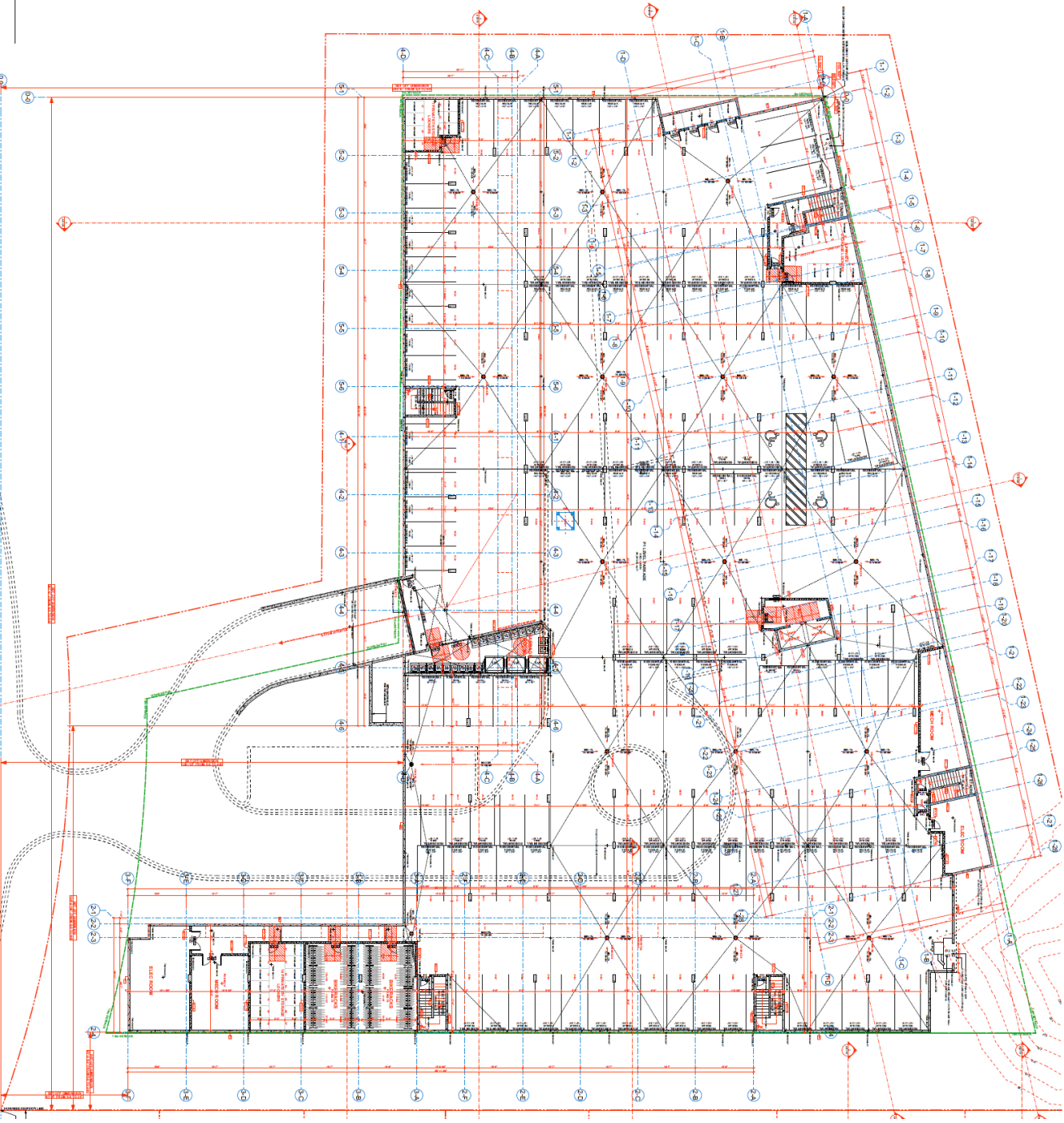
Two Bedroom (Type C2) and Accessible





Level P1 (Parkade) Plan

1 Level P1 Parking Plan  
SCALE 1/8" = 1'-0"



## A detailed site plan for a development. The plan shows several large rectangular building footprints, some labeled "Lot 10-11" and "Lot 12-13". There are extensive parking areas with individual spaces numbered. A network of roads and paths is shown, including a "POTENTIAL CONNECTION TO #9" at the top. Landscaping is indicated by various tree symbols and green areas. Utility lines and easements are also depicted. The plan includes numerous dimensions and annotations for construction and grading.

## STAFF REPORT TO COUNCIL

**PRESENTED:** July 22, 2025  
**FROM:** Financial Services  
**SUBJECT:** 2025 FIRST QUARTER FINANCIAL REPORT

**REPORT:** 25-060  
**FILE:** 1880-20-2025

### RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

**That** the recommendation of the Chief Administrative Officer be endorsed.

### RECOMMENDATION(S)

**That** Council receive Information Report No. 25-060 and the 2025 First Quarter Financial Report for the period ended March 31, 2025, attached as Appendix A.

### PURPOSE OF REPORT

The purpose of this quarterly report is to provide Council with a comparison of the annual budget amounts with actual year-to-date revenues and expenditures for operating departments and projects, and to advise Council of the status of the investment holdings as of March 31, 2025.

☒ Information Report ☐ Administrative Report (Decision or Direction)

### DISCUSSION

#### Background

At the end of the first quarter of 2025, the Resort Municipality of Whistler (RMOW) overall operating revenues were at 108 per cent, and operating expenditures at 90 per cent of their budgeted amounts.

As of March 31, 2025, actual net project expenditures reached 7.7 per cent of total budgeted expenditures for the year.

Investment income for the three months ended March 31, 2025 was \$1,090,920 (unaudited). This amount is 139 per cent of the total budgeted investment income for the quarter and compares to prior-year amounts of \$799,139.

Additional commentary and financial information are provided in the First Quarter Financial Report attached as Appendix A.



## POLICY CONSIDERATIONS

### **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 towards the goals and objectives of the OCP. It does so by ensuring transparency and accountability to stakeholders and the community, as well as educating and engaging Whistler businesses, residents, and visitors by providing timely and accurate information to illustrate connections between policy and community financial health. Additionally, this report aligns with the objectives of the OCP by:

- Continuously evaluating Whistler's method of infrastructure financing (6.1.1.1), and
- Ensuring the Five-Year Financial Plan provides the framework for efficient financial planning and investment consistent with the goals, objectives, and policies of the OCP (6.3.1.1).

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## BUDGET CONSIDERATIONS

There are no direct external costs to prepare the quarterly financial report. All internal costs are accommodated within the annual operating budget of the RMOW.

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## 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 planning on unceded territories, as currently

managed by the provincial government; achieve mutual objectives and enable participation in Whistler's resort economy.

There are no specific considerations to include in this report.

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## COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform    ☐ Consult    ☐ Involve    ☐ Collaborate    ☐ Empower

Financial information continues to be reported publicly on a regular basis.

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## REFERENCES

Appendix A – Quarterly Financial Report for the quarter ended March 31, 2025

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## SUMMARY

Through ongoing quarterly reporting, municipal operating and project revenues and expenditures are presented with comparison to the annual budget. Investment holdings and performance are reported as required by the *Council Policy A-3: Investments Policy*.

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## SIGN-OFFS

### Written by:

Carlee Price,  
Chief Financial Officer

### Reviewed by:

Phil Cartwright,  
Acting General Manager of Corporate Services  
and Public Safety

Virginia Cullen,  
Chief Administrative Officer

# FIRST QUARTER FINANCIAL REPORT

For the period ended March 31, 2025

## **COMMONLY USED ACRONYMS**

1H	First Half (commonly paired with year, ex. 1H23)
1Q	First Quarter
2H	Second Half
2Q	Second Quarter
3Q	Third Quarter
4Q	Fourth Quarter
CAO	Chief Administrative Officer
CAPD	Climate Action, Planning and Development
CECS	Community Engagement and Cultural Services
CSPS	Community Services and Public Safety
DMAC	Diversified Multi-Asset Class
EH	Employee Housing
EFT	Exchange-traded Fund
FFF	Fossil Fuel Free
IS	Infrastructure Services
LT	Long-term
OAP	Online Accommodation Provider
MFA	Municipal Finance Authority
MRDT	Municipal Regional District Tax
MPSC	Meadow Park Sports Centre
RMI	Resort Municipality Initiative
RMOW	Resort Municipality of Whistler
TAG	Transit Advisory Group
TW	Tourism Whistler
WFRS	Whistler Fire Rescue Services
WORCA	Whistler Off-Road Cycling Association
WHA	Whistler Housing Authority
WWTP	Waste Water Treatment Plant
YOY	Year Over Year

# INTRODUCTION

Quarterly financial reporting is prepared by the RMOW as a means of providing the community and Council with a regular overview of financial information.

This report includes three sections.

<b>1 Revenue &amp; Expenditures</b>	presents a review of consolidated revenues for the organization by category, and breakdown of both revenues expenditures by operating department. (pp 3-6)
<b>2 Project Expenditure</b>	discusses project spending, both in aggregate and at the individual project level. (pp 7-10)
<b>3 Investments</b>	reviews the RMOW's investment portfolio and associated income for the period. (p 11)

All financial information is based on preliminary, unaudited information reported from the municipal financial system as of the report date. All revenue & expenditure amounts are presented on a non-consolidated basis which may give rise to some variations from amounts included in the actual Five-Year Financial Plan Bylaw. Non-consolidated means that subsidiary companies of the municipality (WHA, for example) are not included and interdepartmental sales and purchases have not been removed. Department results and project expenditures are supplementary information and provide additional detail for readers. Quarterly financial reporting follows the fiscal year of the municipality which is January 1 through December 31.

Questions or comments about this report can be made by:

Email – [budget@whistler.ca](mailto:budget@whistler.ca)

Phone: 604-932-5535  
Toll free: 1-866-932-553



## **REVENUE AND EXPENDITURES OVERVIEW**

Revenue ended the first quarter of 2025 at 108 per cent and divisional operating expenditures at 90 per cent of budgeted amounts.

### *Economic/tourism trends*

MRDT revenues were up +9.5% for the first quarter of 2025 relative to 2024. Included in this figure were Core MRDT numbers that were down slightly YOY while MRDT OAP was up significantly. There tends to be a lot of month-to-month variability in MRDT OAP, depending on booking behaviour and also when the tax on bookings is collected, so this will be an important figure to watch as the year goes on. There can also be some changes in behaviour driving variability between Core and OAP revenues – a preference for hotels over self-catering tourist accommodation for example – that is best viewed over longer periods. On a trailing 12 months basis, total MRDT remains lower compared to year-ago amounts, though by less than was true at the end of 2024. The decline in this important revenue stream is moderating.

Parking revenues continue to move higher, up +9.1% in the first quarter of 2025 compared to the same period in 2024. Occupancy of day lots remained strong throughout the ski season, which helped both 4Q24 and 1Q25. The RMOW proactively manages rates for both hourly/daily parking and monthly parking passes in the day skier lots. The goals are to ensure that day visitors to the community contribute to the cost of municipal operations; to support Climate Big Move #1: Move Beyond the Car, while still recognizing the commuter community; and to support Transit delivery with non-tax (parking) revenues.

### *Housing-related outcomes*

The RMOW continues to focus on delivery of Employee Housing (EH) to the community. A critical tool in this work is RMOW's commitment to direct both its share of OAP and its excess Core MRDT (essentially, MRDT that is not required to support planned tourist-facing programming) revenue to EH projects. Projects that this money in turn supports included, in 2024, \$3.2Mm for Lot 5 in Cheakamus Crossing. Lot 5 is a collaboration between Whistler 2020 Development Corp (WDC) and the Whistler Housing Authority Ltd. (WHA) and is under construction today. Another WDC/WHA project (Lot 3) is actively undergoing consideration for final approval by Council, pending critical work around the financing approach.

### *Core municipal work*

Across the rest of the organization, the first quarter of 2025 showed ongoing strength in non-tax revenues. Parking revenues remain strong, as described above, as did revenues at Meadow Park Sports Centre. Strong revenues at Whistler Olympic Plaza Ice Rink benefitted the Recreation department in the first quarter of 2025, and on a net basis that program required a third less taxpayer funding for the 2024/25 season than it did in 2023/24. Transit revenues for the quarter were above prior-year levels and just a bit short of budgeted amounts.

A change in staffing levels for the Building Department during 2024, along with other work including digitization, proposes to increase the speed of permit processing. That work remains ongoing. Building permits revenue collected in the first quarter of 2025 was meaningfully ahead of levels from the prior year, with accompanying expenses up by less, resulting in reduced reliance on property tax revenues for that department. Elsewhere in the organization, select staffing challenges remain, and were evident in unusually low payroll expenditures in the Engineering and Information Technology departments.

## REVENUE AND EXPENDITURES TABLE

### Resort Municipality of Whistler

#### Summary of Operational Results

For the three months ended March 31, 2025 (Unaudited)

	1Q 2025 Budget	1Q 2025 Actual	% of Budget	1Q 2024 Actual	YOY Change
<b>Revenues</b>					
Property Tax	21,250	(33,749)		(73,803)	
User Fees	1,244,000	1,047,348	84%	1,003,981	4%
Programs & Admissions	974,054	1,053,903	108%	900,610	17%
Permits and Fees	3,227,674	3,280,439	102%	2,442,840	34%
Grants Revenue	94,000	505,160		362,583	39%
Transit Fares, Leases and Rent	1,453,478	1,423,278	98%	1,414,774	1%
Works and Service Revenue	183,750	264,080	144%	71,775	
RMI and MRDT	6,038,439	6,532,532	108%	6,021,488	8%
Investment Revenue	782,827	1,090,920	139%	799,139	37%
Other Revenue	843,455	929,199	110%	897,471	4%
	14,862,927	16,093,110	108%	13,840,858	16%
<b>Divisional Operating Expenditures</b>					
Mayor and Council	183,417	181,358	99%	175,649	3%
CAO Office	549,134	537,399	98%	541,890	-1%
Community Engagement and Cultural Services	4,296,801	3,865,382	90%	4,273,340	-10%
Climate Action, Planning and Development	5,597,148	5,090,604	91%	4,922,613	3%
Infrastructure Services	7,023,752	6,483,744	92%	6,087,680	7%
Corporate Services & Public Safety	6,457,443	5,643,533	87%	6,503,279	-13%
	24,107,694	21,802,019	90%	22,504,451	-3%
<b>Corporate Expenditures</b>					
External Partner Contributions	3,860,788	3,516,105		3,038,600	
Long Term Debt	-	-		-	
Debt Interest	3,800	-		-	
Other General Corporate Expenditures	147,740	98,631		99,017	

**Resort Municipality Of Whistler**  
**Comparative Summary of Department Operations: REVENUES**  
**For the three months ended March 31 (unaudited)**

	Budget 1Q 2025	Actual 1Q 2025	% of Budget	Actual 1Q 2024	Change YOY
Mayor & Council	-	-		-	
<b>Mayor and Council Total</b>	-	-		-	
Administrator	-	-		24	
Human Resources	-	-		(311)	
<b>CAO Office Total</b>	-	-		(287)	
Communications	-	(2,060)		-	
CECS Division Admin	-	-		-	
Village Events and Animation	(10,750)	(9,527)	89%	(14,380)	-33.7%
Whistler Public Library	(32,415)	(39,348)	121%	(42,845)	-8.2%
Recreation	(585,954)	(663,725)	113%	(493,487)	34.5%
Meadow Park Sports Centre	(741,588)	(782,427)	106%	(746,924)	4.8%
<b>Community Engagement &amp; Cultural Svcs</b>	(1,370,707)	(1,497,087)	109%	(1,297,636)	15.4%
CAPD Division Admin	-	-		-	
Parks Planning	(2,950)	(3,152)	107%	(540)	
Resort Operations	(468,500)	(516,435)	110%	(440,503)	17.2%
Climate & Environment	(62)	(125)		-	
Planning	(108,550)	(104,972)	97%	(67,619)	55.2%
Transportation Planning	(1,000,649)	(974,406)	97%	(952,839)	2.3%
Building Department Services	(428,604)	(435,441)	102%	(257,041)	
<b>Climate Action, Planning &amp; Development</b>	(2,009,315)	(2,034,531)	101%	(1,718,541)	18.4%
Facilities	(126,175)	(49,499)		(58,198)	-14.9%
IS Division Admin	-	-		-	
Engineering Services	(3,375)	(1,778)		(1,559)	
Roads and Drainage	(7,125)	-		-	
Central Services	(1,080,764)	(1,122,687)	104%	(1,021,853)	9.9%
Solid Waste	(1,450,625)	(1,373,498)	95%	(1,398,997)	-1.8%
Water Fund	(6,425)	2,900		5,583	
Sewer Fund	(95,639)	(99,308)	104%	(5,686)	
<b>Infrastructure Services Total (Utilities)</b>	(1,552,689)	(1,469,906)	95%	(1,399,101)	5.1%
<b>Infrastructure Services Total (General Fund)</b>	(1,217,439)	(1,173,964)	96%	(1,081,611)	8.5%
Finance	(11,725)	(8,197)	70%	(14,677)	
Legislative Services	(4,375)	(1,185)		(2,155)	
Information Technology	(22,000)	(21,141)	96%	(19,350)	9.3%
Protective Services	(2,786,493)	(2,809,590)	101%	(2,279,924)	23.2%
RCMP	(42,276)	(32,137)	76%	(31,830)	1.0%
Fire Rescue Service	(114,181)	(139,365)	122%	(142,298)	-2.1%
CSPS Division Admin	-	-		-	
<b>Corporate Services &amp; Public Safety Total</b>	(2,981,050)	(3,011,615)	101%	(2,490,235)	20.9%

**Resort Municipality Of Whistler**  
**Comparative Summary of Department Operations: EXPENDITURES**  
**For the three months ended March 31 (unaudited)**

	Budget 1Q 2025	Actual 1Q 2025	% of Budget	Actual 1Q 2024	Change YOY
Mayor & Council	183,417	181,358	99%	175,649	3.3%
<b>Mayor and Council Total</b>	<b>183,417</b>	<b>181,358</b>	<b>99%</b>	<b>175,649</b>	<b>3.3%</b>
Administrator	198,761	191,076	96%	188,471	1.4%
Human Resources	350,372	346,323	99%	353,419	-2.0%
<b>CAO Office Total</b>	<b>549,133</b>	<b>537,399</b>	<b>98%</b>	<b>541,890</b>	<b>-0.8%</b>
Communications	263,264	260,267	99%	223,812	16.3%
CECS Division Admin	430,513	293,836	68%	362,458	-18.9%
Village Events and Animation	1,000,477	853,082	85%	1,173,510	-27.3%
Whistler Public Library	432,929	393,513	91%	402,811	-2.3%
Recreation	958,497	951,508	99%	899,134	5.8%
Meadow Park Sports Centre	1,211,122	1,113,178	92%	1,211,614	-8.1%
<b>Community Engagement &amp; Cultural Svcs</b>	<b>4,296,802</b>	<b>3,865,384</b>	<b>90%</b>	<b>4,273,339</b>	<b>-9.5%</b>
CAPD Division Admin	88,945	89,396	101%	102,404	-12.7%
Parks Planning	181,928	182,523	100%	195,063	-6.4%
Resort Operations	1,382,387	1,214,882	88%	1,262,682	-3.8%
Climate & Environment	191,001	154,656	81%	171,144	-9.6%
Planning	678,872	578,609	85%	580,999	-0.4%
Transportation Planning	2,516,770	2,335,241	93%	2,137,443	9.3%
Building Department Services	557,258	535,297	96%	472,879	13.2%
<b>Climate Action, Planning &amp; Development</b>	<b>5,597,161</b>	<b>5,090,604</b>	<b>91%</b>	<b>4,922,614</b>	<b>3.4%</b>
Facilities	777,316	584,334	75%	634,398	-7.9%
IS Division Admin	212,816	196,820	92%	172,930	13.8%
Engineering Services	148,565	74,435	50%	186,008	-60.0%
Roads and Drainage	1,012,936	972,230	96%	961,128	1.2%
Central Services	1,287,639	1,282,827	100%	1,194,166	7.4%
Solid Waste	1,678,593	1,541,716	92%	1,347,314	14.4%
Water Fund	821,078	678,279	83%	617,467	9.8%
Sewer Fund	1,539,857	1,613,447	105%	1,418,909	13.7%
<b>Infrastructure Services Total (Utilities)</b>	<b>4,039,528</b>	<b>3,833,442</b>	<b>95%</b>	<b>3,383,690</b>	<b>13.3%</b>
<b>Infrastructure Services Total (General Fund)</b>	<b>3,439,272</b>	<b>3,110,646</b>	<b>90%</b>	<b>3,148,630</b>	<b>-1.2%</b>
Finance	553,953	519,604	94%	472,548	10.0%
Legislative Services	659,438	616,944	94%	932,024	-33.8%
Information Technology	797,433	610,796	77%	1,082,237	-43.6%
Protective Services	1,952,435	1,806,462	93%	1,640,353	10.1%
RCMP	1,492,609	1,369,709	92%	1,472,802	-7.0%
Fire Rescue Service	1,677,484	1,565,400	93%	1,429,770	9.5%
CSPS Division Admin	87,807	96,232	110%	94,857	1.4%
<b>Corporate Services &amp; Public Safety Total</b>	<b>7,221,159</b>	<b>6,585,147</b>	<b>91%</b>	<b>7,124,591</b>	<b>-7.6%</b>

## **PROJECTS**

Projects aim to deliver specific unique and non-recurring outcomes (often, but not always capital in nature) to the community. Because these works can be significant in size, particularly in aggregate, they are funded from municipal reserves. Each year, projects and the planned spending associated with each are presented for consideration with the Budget Guidelines. For 2025, these projects have been collected according to the type of work they capture, rather than along Divisional lines as in previous years. This change was made in order to provide improved visibility into the purpose of the work, and the RMOW's progress toward important community outcomes, rather than focusing on internal team that proposes to deliver the work. Project budgets within a given project category may be revised throughout the year, provided that the total level of spending for that group remains unchanged. When necessary, changes to Group-level project budget allocations may be made via amendments to the Five-Year Financial Plan.

In the first quarter of 2025, \$3.1 million was spent on municipal projects, or 7.7 per cent of total budgeted amounts of \$39.1 million. This compares to average first-quarter project spending numbers for the last five years of 3.3 per cent.

The first part of the year is typically where project planning and procurement activities fall, and small amounts of expenditures incurred. Construction is more likely to fall in the summer and autumn months, when the weather is more favourable. And so the projects with highest % spending at this point in the year tend to be studies, surveys, and strategy work, rather than work on built assets.

One notable change in this year's first-quarter project results is significant progress on Asset Maintenance & Capital renewal (11.8% spent) and Utilities work (10.9% spent). A higher project delivery % is good news for the built infrastructure of the community, and particularly important today, given the community's advanced age and the associated need for renewal and replacement.

Increased spending levels, relative to planned project amounts, is good news for the health of built community assets. It also however serves to highlight differences between amounts coming into the organization for the purposes of asset renewal (reserve contributions) and amounts going out of the organization for asset renewal (project spending). Dislocations between these amounts, if sustained over long periods of time, can cause financial distress in a community. It remains vitally important, as the RMOW improves its ability to deliver asset renewal work, to thoughtfully address the shortfall in incoming amounts, relative to spending amounts.

Important to note that project budget expenditures noted in the following tables are net of grant funding. For this reason, numbers related to projects that benefit from grant funding can seem unusual. Spending may appear to be in excess of planned budget (where grant funding is received after work is completed) or the total spending amount may at times be negative (where grant funding is received before work is completed). These amounts typically normalize as the year progresses.

## Summary of Project Expenditures

For the quarter ended March 31, 2025 (unaudited)

Project	Project Description	2025 Budget Cu	YTD Spent	% spent	Grant Funding	Revised Budget
<b>Asset Maintenance &amp; Capital Renewal</b>						
B001	Municipal Hall	620,000	397,442	64%		
B003	Public Works Yard	490,000	28,223	6%		
B005	Library	221,000	22,250	10%		
B007	Fire Halls	130,000	50,820	39%		
B008	Other Buildings	343,200	47,366	14%		
B010	Parks	40,000	2,575	6%		
B012	Whistler Village Land Company	243,500	703			
B018	The Point	174,000	2,299			
B200	Electrical Services	254,750	7,566			
B700	Village	20,000	41,729	209%		
B703	Domestic Water Upgrades	40,000	25,113	63%		
B707	Transit Shelters	155,000	5,254	3%		
C085	Protective Services	139,000	7,078	5%	*	*
L002	Library Collection	158,000	47,821	30%		
M002	Recreation Infrastructure Replacement	458,749	25,000	5%		
T028	Bridge Reconstruction Program	250,000	2,035			
Y014	Central Services Annual Reconstruction	305,000	18,431	6%		
P005	Village Enhancement	110,000	11,973	11%		
T021	Valley Trail Reconstruction	200,000	-			
X008	Recreation Trail Program	80,000	393			
X012	Park Operations General Improvement	200,000	60,868	30%		
B004	Meadow Park Sports Centre	100,000	7,755	8%		
X130	Park Washroom Rejuvenation	161,794	16,832	10%		
P033	Whistler Olympic Plaza Ice Rink	15,000	-			
X179	Recreation Trail Bridge Replacements	350,000	2,948			
B017	Solid Waste Buildings and Structures	30,000	901	3%		
T001	Upgrade Roads	1,290,000	6,819			
		<b>6,578,993</b>	<b>840,192</b>	<b>11.8%</b>		*
<b>Climate Mitigation &amp; Adaptation</b>						
P079	Energy & Climate Program	77,534	(11,098)		*	
P100	EV Chargers	94,500	64,641	68%	*	
P102	River of Golden Dreams Improvements	50,000	-			
P117	Active Transport Infrastructure - Secure Bike Pa	330,000	(19,788)		*	
T052	Flood Plain Mapping & Mitigation	75,000	1,520			
S018	Community Wildfire Protection	677,182	25,440	4%	*	
T069	Fitzsimmons Creek Compensation Channel Desig	160,000	-			
T080	Pemberton Commuter	50,000	-			
X140	CECAP Trail Hardening	20,000	-			
T006	Fitzsimmons Creek Flood Protection	875,000	15,655			
T027	Fitzsimmons Creek Debris Barrier Monitoring	55,000	1,910	3%		
		<b>2,464,216</b>	<b>78,281</b>	<b>3.2%</b>		
<b>Engagement &amp; Strategic Planning</b>						
A089	CAO Initiatives	50,000	-			
A100	Targeted Engagement	55,000	-			
A101	Website & Digital Integration	100,000	18,507	19%		
A102	Smart Tourism Strategy	50,000	(130)			
A103	Communication & Engagement Assets Innovator	70,000	-			
C080	Legislative Services	70,000	11,418	16%		*
H002	Collective Bargaining	20,000	22,591	113%		
H015	Cultural Awareness	15,000	-			
H017	EDI Initiatives	35,000	15,000	43%		
P064	Planning Initiatives	295,000	(14,776)			
P086	Park Use Bylaw Update and E-Device Policy Ad	10,000	-			
P091	Data Collection and Monitoring	15,000	5,095	34%		
P106	Environmental Policy & Initiatives	75,000	10,260	14%		
P120	Public Safety and Civic Building Strategy	35,000	24,981	71%		
T081	Gondola Transit Study	25,000	-			
X086	Park and Trail Asbuilt Surveys	10,000	1,240	12%		
A088	Cultural Initiatives	16,000	-			
A094	Lamppost Banners	26,000	-			
P053	Parks and Valley Trail Strategy	10,000	-			
X152	Village Stroll Tree Strategy	40,000	1,628	4%		
		<b>1,022,000</b>	<b>95,814</b>	<b>8.9%</b>		

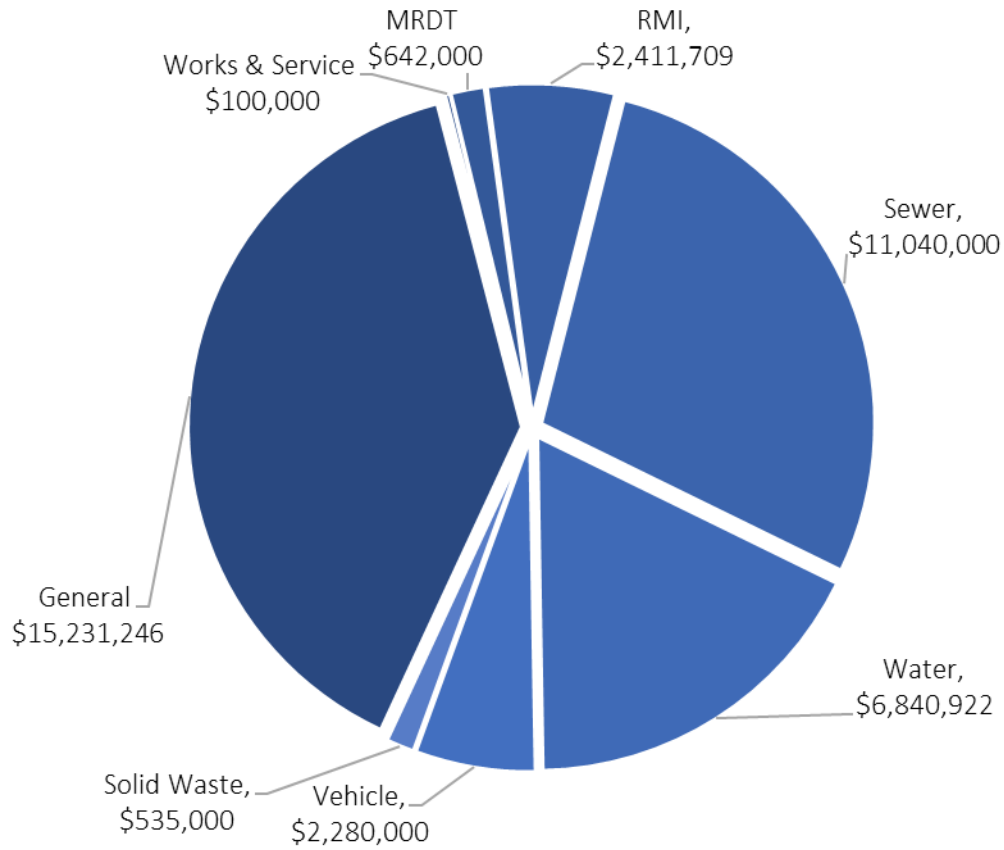
## Summary of Project Expenditures

For the quarter ended March 31, 2025 (unaudited)

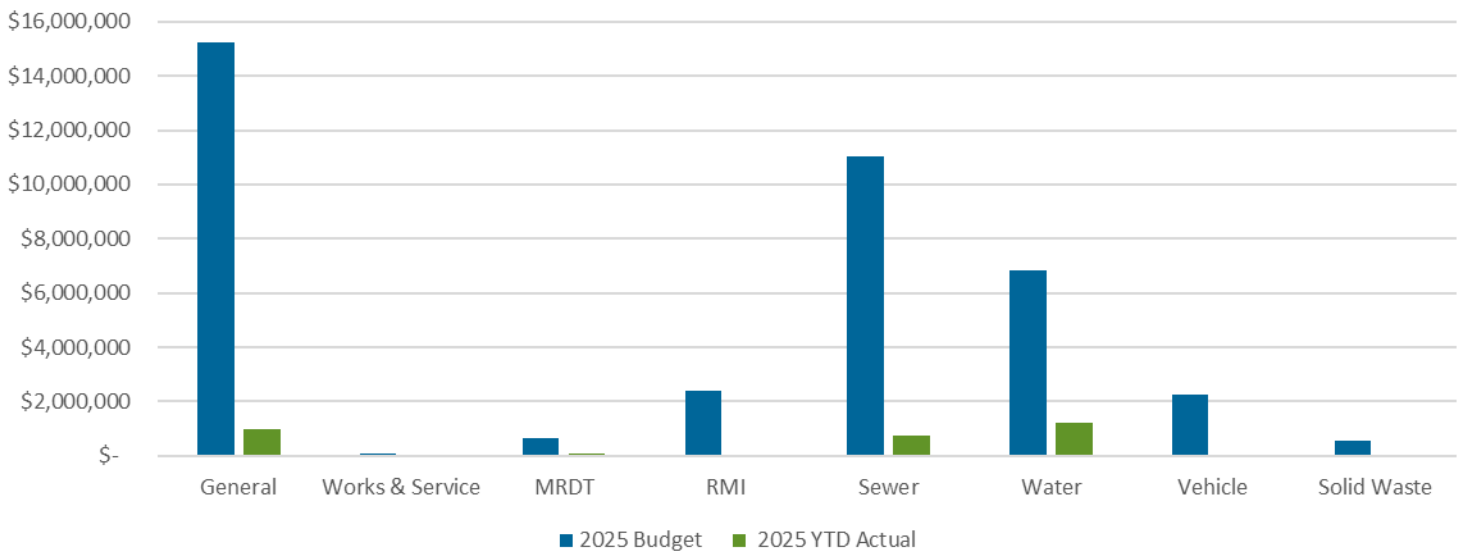
Project	Project Description	2025 Budget Cu	YTD Spent	% spent	Grant Funding	Revised Budget
<b>Fleet, Equipment &amp; Technology</b>						
B710	Radio Systems	22,000	-			
I001	Computer Systems Replacement	254,900	10,389	4%		
I005	Local Infrastructure & Server Room	251,000	75,983	30%		
I006	Corporate Software	267,565	43,209	16%		
I014	RMOW Geographic Information System (GIS)	148,600	5,707	4%		
I017	RMOW CityWorks	113,000	12,075	11%		
M001	Recreation Equipment	115,366	3,290			
S013	Firefighting Equipment and Replacement	222,400	(234,050)		*	*
C087	Digitization of Records	120,000	37,203	31%		*
P085	Building Department Initiative	160,000	70,721	44%		
T063	Traffic Light System renewals	25,000	-			
T077	GIS Layer Update - Transportation	15,000	-			
Y001	Fleet Replacement	2,280,000	23,606			
		<b>3,994,831</b>	<b>24,527</b>	<b>0.5%</b>		
<b>New Amenities &amp; Meaningful Upgrades</b>						
B002	Public Safety Building	4,380,000	41,370			
P098	Cemetery	125,000	3,889	3%		
P109	Railway Crossings Safety Improvements	75,000	-			
P116	Millar Creek Lands Acquisition	30,000	6,743	22%		
P119	Taluswood Park Rejuvenation	40,000	-			
P123	Bayly Park Mountain Bikes Skills Area	50,000	-			
X084	Tennis Court Reconstruction	100,000	-			
L013	Library Enhancement Grant	10,000	4,771	48%		
A072	Geopark	166,815	9,105	5%	*	
P101	Parks Accessibility	20,000	-			
P108	Village Animation & Events Infrastructure Enhanc	150,000	-			
P115	Alpha Lake Projects	150,000	2,208			
X116	Meadow Park Rejuvenation	800,000	2,859			
X145	Rainbow Park	207,100	2,129			
X117	Valley Trail Access and Safety Improvements	331,000	-			
		<b>6,634,915</b>	<b>73,074</b>	<b>1.1%</b>		
<b>Utilities Renewal &amp; Upgrades</b>						
E063	Compost Facility Annual Reconstruction	175,000	27,090	15%		
E088	Solid Waste Annual Reconstruction	230,000	21,085	9%		
E130	Solid Waste Outreach Program	100,000	2,947			
E200	Water Annual Upgrades	350,000	93,982	27%		
E201	Reservoirs and Intakes Upgrades	350,000	10,110			
E203	Water Pump Station Upgrades	4,345,922	1,065,348	25%	*	
E205	Watermain Upgrades	1,050,000	6,757			
E207	Non-Potable Irrigation System Implementation	150,000	-			
E208	Water Metering Program Implementation	145,000	5,178	4%		
E210	Water Operating Capital	450,000	24,723	5%		
E300	Sewer Annual Upgrades	250,000	10,267	4%		
E301	Sewer Lift Station Upgrades	600,000	18,622	3%		
E303	Sewer Trunk Main Upgrade	50,000	-			
E310	Sewer Operating Capital Improvements	815,000	39,950	5%		
E320	Sewer Main Upgrades	2,525,000	18,579		*	
E400	WWTP Annual Upgrades	150,000	1,499			
E401	WWTP Primary Treatment Upgrades	1,900,000	511,195	27%		
E402	WWTP Fermenter Upgrades	350,000	23,501	7%		
E403	WWTP Biological Reactor Upgrades	500,000	-			
E404	WWTP Solids Handling Upgrades	900,000	22,744			
E407	WWTP Tertiary Treatment Upgrades	1,000,000	90,308	9%		
E408	District Energy System Upgrades	100,000	-			
E409	WWTP Building Upgrades	1,750,000	6,502			
E410	WWTP Operating Capital Upgrades	150,000	-			
		<b>18,385,922</b>	<b>2,000,387</b>	<b>10.9%</b>		
<b>TOTAL RMOW</b>		<b>39,080,877</b>	<b>3,112,275</b>	<b>7.7%</b>		



## 2025 Project Funding Sources By Reserve



## 2025 Project Funding By Source





## **INVESTMENTS**

Long-term investment holdings of the RMOW at March 31, 2025 had a value of \$58,359,115. A list of these holdings is provided below.

Investment balances are necessary to the RMOW's financial processes. Some funds are invested for the very short-term (not listed here), in money market instruments and as demand deposits at banks. These support day-to-day operations. Some are invested for the short-term, meaning one year or less (not listed here). This approach generally reflects the fact that the RMOW receives a healthy portion of its yearly revenue in a short period of time (around the date property taxes are due) and expends those same amounts in a fairly regular fashion over the next year. Earning interest income on short-term deposits of tax proceeds between the date they are received and the date (typically within the following 12 months) that they will be spent is one of the ways that the RMOW provides value to ratepayers.

Finally, the RMOW has long-term responsibilities, primarily to its built assets, that are best matched with long-term investments. These are the holdings listed below. The RMOW's goal with this set of funds is to optimize investment returns within the strict guidelines for the *Community Charter*, while keeping in mind the timing for when the money might need to be made liquid and put to use, on a major asset replacement for example. The RMOW generally holds fixed income securities to maturity and aims to reduce trading activity to the extent possible. It is not the RMOW's role to speculate on the direction of the markets but rather to be an effective steward of community assets in the long term.

Investment income is allocated to reserves to fund future expenditures with some allocated to operations throughout the year.

<b>Investment</b>	<b>Par Value 03/31/2025</b>	<b>Rate</b>
<i>Pooled Funds &amp; ETFs</i>		
MFA Short Term Bond Fund	32,732,742	
MFA LT Investment - FFDMAC	4,143,629	
iShares, 1-5yr Laddered Govt Bond Index	4,986,276	
<i>LT Deposits</i>		
Coast Capital	10,000,000	
<i>Bonds</i>		
Municipal Finance Authority BC	4,985,600	4.05%
Province of BC	1,510,868	1.89%
<b>Total LT Investments</b>	<b>58,359,115</b>	

## STAFF REPORT TO COUNCIL

**PRESENTED:** July 22, 2025  
**FROM:** Climate and Environment  
**SUBJECT:** WHISTLER TRANSIT SYSTEM 2025-2026 ANNUAL OPERATING AGREEMENT

**REPORT:** 25-061  
**FILE:** 1660-20-2025/26

### RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

### RECOMMENDATION(S)

**That** Council authorize the execution of the 2025-2026 Whistler Transit System Annual Operating Agreement between British Columbia Transit and the Resort Municipality of Whistler for the provision of transit services, attached as Appendix A to Administrative Report 25-061; and

**That** Council direct staff to include the associated increases in Whistler transit system operating costs in an amendment to the “Five-Year Financial Plan 2025 – 2029 Bylaw No. 2465, 2025”, to be considered by Council later this year; and further

**That** Council direct staff to review the feasibility of the free summer weekends and statutory holidays initiative and present a report to Council at a future Regular Council Meeting detailing savings and impacts resulting from eliminating this initiative starting in 2026.

### PURPOSE OF REPORT

The purpose of this report is to seek Council approval of the 2025-2026 Annual Operating Agreement (AOA) between BC Transit and the Resort Municipality of Whistler (RMOW) for the provision of the Whistler Transit System (WTS) from April 1, 2025 to March 31, 2026 (Appendix A). This report also provides an update on the WTS expansion, transit ridership and associated costs.

☐ Information Report ☒ Administrative Report (Decision or Direction)

### DISCUSSION

#### Background

The WTS is operated in a three-party partnership between BC Transit, on behalf of the province of BC, the RMOW as the local government partner, and the contracted operating company, Whistler Transit Ltd. (a wholly owned subsidiary of Keolis Canada) through the BC Transit Regional Transit Systems program.

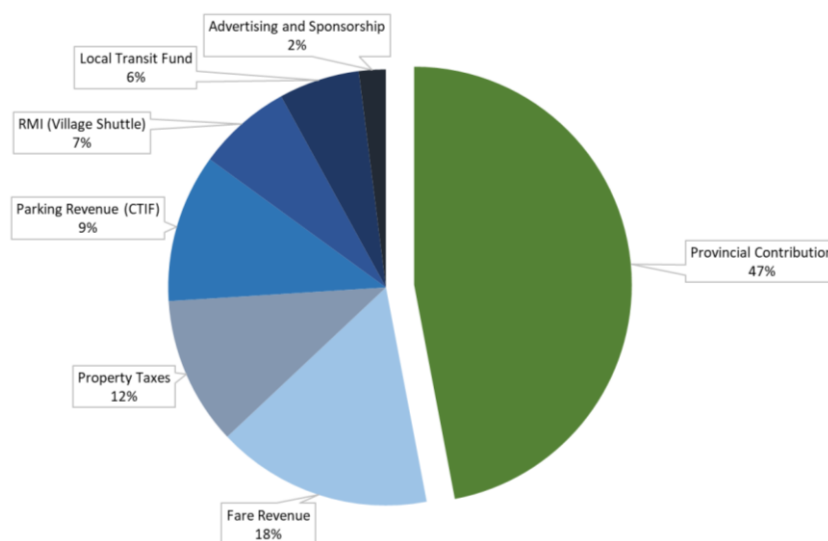
The WTS AOA formalizes the contractual relationship between BC Transit and the RMOW from April 1, 2025, through March 31, 2026. The 2025-2026 AOA is attached as Appendix A and establishes the

projected budget for the WTS base level of service and defines hours of operation, revenues, costs, leasing payments, as well as BC Transit and the RMOW financial contributions for the term.

### **Council Authority:**

Under the BC Transit partnership, the RMOW contributes to funding, approves all service plans and tariffs, accounts for all non-Umo revenue, maintains local transit infrastructure (e.g., bus stops, exchanges, shelters and benches) and markets local ridership benefits and programs. The province, through BC Transit and the AOA, contributes 47 per cent of the funding for the WTS and the RMOW is responsible for the remaining 53 per cent. Figure 1 below shows the 2025 funding sources. The RMOW sources are shown in blue. Fare revenues account for approximately 18 per cent of the total cost of transit. Other revenue sources include revenues from Day Lots 1 to 5 through the Community Transportation Initiative Fund (CTIF), the Resort Municipality Initiative (RMI) to offset the costs of free Village shuttles, the Local Transit Fund (LTF), advertising/sponsorship, and property taxes.

**Figure 1: RMOW Funding Sources for the WTS for 2025**



### **Analysis**

#### **2025-2026 AOA Highlights**

The main changes from the 2024-2025 AOA to the 2025-2026 AOA include 6,000 hours of additional transit expansion, an increase in operating costs related to the increased service and associated operating contract as well as an update in contract language to reflect reserve funding.

1. **Expansion** – The WTS received 6,000 additional hours of expansion that was implemented on April 22, 2025. These additional hours are incorporated into the 2025-2026 AOA. However, the Phase 2 (Route 10-Valley Express (Route 10) expansion to 15 minute service) requested in the 2025-2026 Expansion Memorandum of Understanding (MOU) considered by Council in [Administrative Report No. 24-094](#) was not granted as part of this expansion as it requires four additional vehicles. BC Transit advised that Whistler may request this Phase 2 expansion again for the 2026-2027 AOA year.
2. **Operating Costs** – The 2025-2026 AOA includes a 13 per cent increase in operating costs compared to 2024-2025 to reflect the following updates:
  - 6,000 expansion hours, effective April 22, 2025;

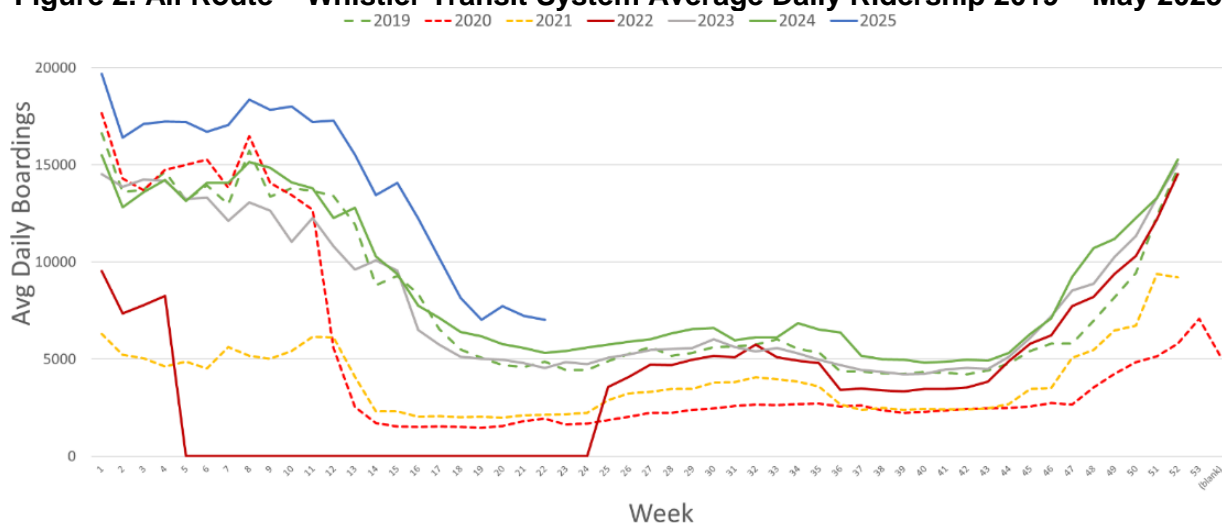
- Four months of annualized new operator contract changes, effective August 1, 2024;
  - Province wide increase of vehicle lease fees by five per cent; and
  - Increased cost for fuel, new tires and a full year of Umo service and credit card transaction fees.
3. **Contract Language** – The language contained in the AOA is regularly reviewed and updated to reflect any material changes to the funding model or other special circumstances. The 2025-2026 AOA has the following updates:
- Removed “*Section 9: Safe Restart Contribution*” because provisions outlined in the BC Transit agreement with the Province for the Safe Restart Program expired. The remaining funds in the Safe Restart reserve were moved to a new BC Transit reserve named the “Local Transit Fund or LTF”.
  - Maintained wording in “*Section 8: Local Contributions and Reserves*” regarding reserve funds and the LTF to ensure that any balance that remained in the Safe Restart Contribution was moved to the LTF to be used in future years. The RMOW continues to draw from the LTF to offset the RMOW’s share of eligible operating expenses. It is expected that the LTF will be drawn down to \$0 by the end of 2026.

### Whistler Transit Service Expansion and Ridership

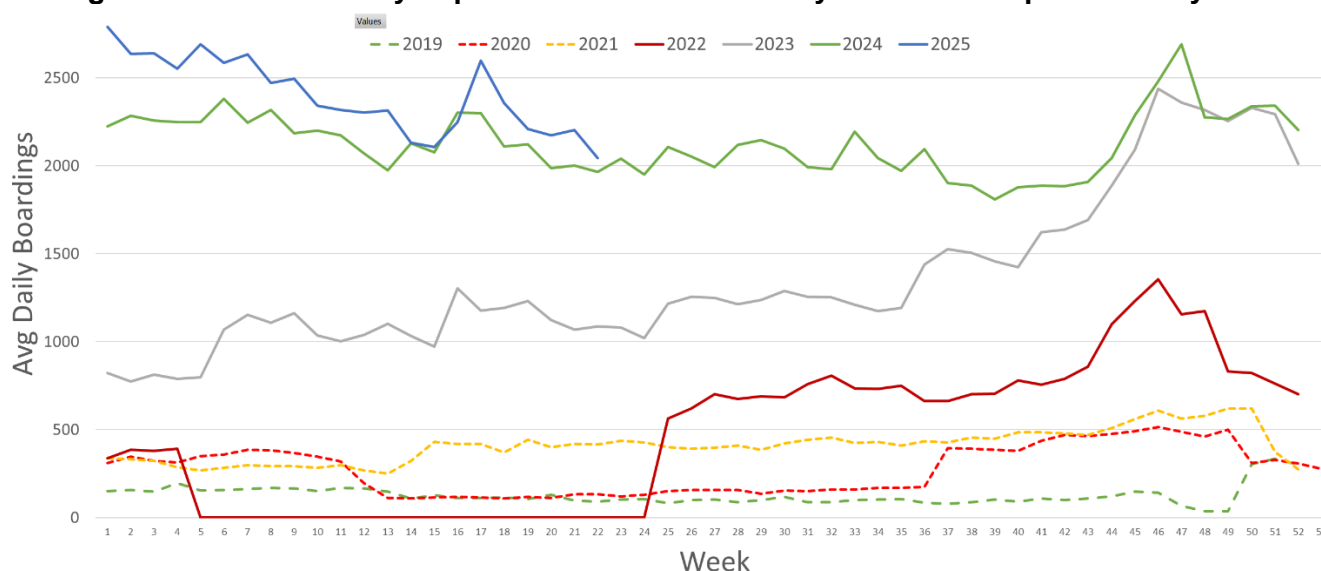
The WTS was granted 6,000 additional hours of expansion funding for 2025-2026. These were implemented on April 22, 2025, when the WTS changed from full winter service level to the spring/summer/fall schedule. The expansion provides 30-minute year-round service to the Spring Creek neighbourhood via Route 21 and provides additional direct trips between the Gondola Transit Exchange and Emerald Estates. This is a seven per cent increase in overall service in addition to the 10 per cent increase received in 2024-2025. The 2025-2026 WTS now operates with 88,643 annual service hours.

The optimization and reallocation of service from 2021 through 2023 and recent expansions in service hours have contributed to continued ridership growth year over year. Figure 2 shows WTS ridership by week from 2019 through May 2025. Figure 3 shows how ridership has consistently increased on the Route 10 every time service hours were added to the route. The 2024 service expansion to Route 10 shows consistent high ridership levels year-round without traditional spring/summer/fall dip in ridership. This demonstrates that Route 10 has become the new backbone of our WTS.

**Figure 2. All Route – Whistler Transit System Average Daily Ridership 2019 – May 2025**



**Figure 3. Route 10-Valley Express – Whistler Transit System Ridership 2019 – May 2025**



Staff are working with the Transit Management Working Group to include minor refinements to service levels based on lessons learned from last winter as part of the regular winter schedule change in late November. For example, the addition of two Route 7 - Staff Housing trips between 6:45 am and 7:30 am and additional time to Route 10 during peak periods.

### Transit Fare System Update

Last year saw the implementation of Phase 1 and Phase 2 of the Umo electronic fare system in Whistler. Phase 3, the introduction of credit card tap, is scheduled to be introduced on the WTS before the end of the year. In preparation for this next phase, the RMOW and BC Transit conducted a WTS fare review, presented to Council on June 24, 2025 in [Administrative Report No. 25-053](#). Council endorsed the recommended fare and product structure change to better support the Umo technology and increased operating costs. Implementation of the fare change is scheduled for October 1, 2025.

RMOW and BC Transit staff have initiated discussion with employers in Whistler to review BC Transit's proposed terms and conditions for a payroll deduction ProPASS program with the goal of introducing a Whistler ProPASS pilot program that could be available for the upcoming winter.

### Other Transit Updates

BC Transit has now fully committed to the Umo app for transit trip planning in all BC Transit regional transit systems in addition to electronic fare payment services. BC Transit passengers can now access transit trip planning and live bus tracking information on the Umo app, which was previously only offered through the Transit app. BC Transit also upgraded the Transit Alert system available on its website. To optimize resources and reduce provincially shared information technology costs in the AOA, BC Transit discontinued paying for a premium subscription for the Transit App. This subscription fee allowed all BC Transit passengers to access the premium Transit Royale service for free. Effective April 29, 2025, new and existing Transit App users have the option to subscribe to Transit Royale (for a fee), or access the free Umo app, which should be sufficient for all users.

### Free Summer Weekends and Statutory Holidays

Since the WTS started in November 1991, the RMOW has provided many strategic free or discounted initiatives for residents and visitors. The programs have been funded by contributions from the MRDT, RMI, CTIF and third parties for free event days or special free shuttle services.

In summer 2016, the WTS piloted free Saturdays as way to reduce traffic and parking congestion in Whistler. At the recommendation of the Transportation Advisory Group, Council authorized staff to introduce free summer weekends funded by the Day Lot 1-5 parking revenue starting July 1, 2017. Staff estimate the loss in farebox revenue to be in the order of \$150,000 to \$200,000 annually.

Staff review all revenue sources annually as part of the municipal budget process. Should Council approve the recommendation to review the free summer weekend and statutory holiday transit initiative, staff will undertake the necessary analysis and prepare a report for Council detailing the potential cost savings and any operational or community impacts associated with discontinuing this program beginning in 2026.

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## **POLICY CONSIDERATIONS**

### **Relevant Council Authority/Previous Decisions**

Under the *BC Transit Act* and BC Transit Regional Transit Model, the RMOW has the responsibility to set fares and service levels in partnership with BC Transit. WTS service levels and budgets are approved each year by Council, who also set fares and local property taxes to fund their contribution to transit costs. This partnership is formalized through a series of agreements including the AOA.

[July 23, 2024, Administrative Report No. 24-078](#): Whistler Transit System 2024-2025 Annual Operating Agreement and Transit Update Report.

[October 8, 2024, Administrative Report No. 24-096](#): Whistler Transit System Expansion and 2024 Transportation Update.

[June 24, 2025, Administrative Report No. 25-053](#): 2025 Whistler Transit System Fare Review.

### **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. There are many goals, objectives, and policies in Whistler's OCP that guide the development of the WTS. Two overarching statements in the OCP that guide transit's role in the transportation system are included in:

**Objective 10.2.2:** Prioritize infrastructure development and policies that support seamless, convenient and affordable access to preferred modes of transportation for intra-community travel.

**Objective 11.4.2:** Make public transit affordable, convenient, safe and enjoyable throughout the year.

### **Other Relevant Policies**

The [Sea-to-Sky Transit Future Plan](#) (pg. 37) and [Whistler Transit Future Action Plan](#) outline transit service levels for Whistler and the neighbourhoods throughout the community. The proposed service expansion is consistent with these plans.

The [Whistler Transportation Action Plan 2018-2028](#) (pg. 118) also has several actions supporting improvements to the WTS including Action 4.2.1: *Continue to strategically expand transit service on the core transit network prioritizing the connection of neighbourhoods north and south of Whistler Village to key destinations.*

## **BUDGET CONSIDERATIONS**

The WTS AOA costs from April 1, 2025, to March 31, 2026, are summarized in Schedule C, page 10 of the AOA (attached as Appendix A), and are shown in Table 1 below. BC Transit's fiscal year starts on April 1, while the RMOW's is January 1. The updated costs in the new AOA will affect RMOW budgets in both 2025 and 2026.

**Table 1 – Whistler Transit System AOA Budget Summary**

	<b>2024-25</b>	<b>2025-26</b>	<b>Variance</b>	
	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(%)</b>
<b>Total System Operating Costs</b>	\$13,551,472	\$15,368,595	1,817,123	13
<b>TOTAL SYSTEM COSTS</b> (including Local Government Share of Lease Fees)	15,143,432	17,024,476	1,881,044	12
BC Transit contribution	6,327,182	7,175,597	848,415	13
Municipal Administration credit	172,145	174,727	2,582	1
LTF contribution	1,000,000	1,000,000	0	0
Total Revenue (farebox)	2,550,885	3,127,794	576,909	23
<b>Net Local Government Share of Costs</b>	<b>5,093,221</b>	<b>\$5,545,497</b>	<b>452,276</b>	<b>9</b>

As outlined in Table 1 – AOA Budget Summary above and Schedule C of the 2025-2026 AOA, attached as Appendix A, the maximum annual cost of the WTS for the transit year is \$17,024,476. This is a 12 per cent increase from the previous AOA. This increase is due to the expanded service and changes to operating costs highlighted in the analysis section of this report.

Provincial contribution as a percentage of system operating costs is legislated at 46.69 per cent. Their dollar contribution for the transit year will increase by 13 per cent to \$7,175,597 (this amount does not include the provincial share of Lease Fees which are never included in the AOA). This AOA also includes the allocation of \$1 million from the LTF to the 2025-2026 Schedule C budget. The RMOW LTF is held in reserve by BC Transit and can be allocated across future year's WTS budgets to reduce the RMOW's net costs. As of March 31, 2025, the RMOW LTF has a balance of \$1,875,429. At the end of the 2025-2026 AOA, the RMOW will have \$0.8 million remaining in the LTF, and by 2026-2027 it will be exhausted which will require the RMOW to identify a new/replacement source for this funding.

The RMOW's net increase in costs from the previous 2024-2025 AOA is \$452,276. This amount may be reduced from what is shown on Table 1, as the farebox revenue calculation does not include the estimated increase in revenue from the fare change approved by Council on June 24, 2025. Staff estimate that the increase in costs associated with the 2025 calendar year to be \$280,000 and that the fare change will generate approximately \$50,000 by December 31, 2025. The remaining \$230,000 needs to be added to the RMOW's 2025 base transit budget requiring a budget amendment for 2025 to accommodate the 2025-2026 AOA. Staff recommend that the \$230,000 be allocated from the 2025 Operating Reserve and included in the Five-Year Financial Plan as base transit budget. January to March 2026 costs will be included in the 2026 annual municipal transit budget.

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## 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 planning on unceded territories, as currently managed by the provincial government; achieve mutual objectives and enable participation in Whistler's resort economy.

There are no specific considerations to include in this report.

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## COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

The WTS AOA budgets for a service level that is guided by the [Sea to Sky Transit Future Plan](#) (pg. 37) and more recently from the [Whistler Transit Future Action Plan](#) as well as BC Transit consultation in December 2022 on Route 10 – Valley Express Service Review and comments received from passengers throughout the year. The development of both plans included extensive community engagement.

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## REFERENCES

Appendix A – 2025-2026 Whistler Transit System Annual Operating Agreement



## SUMMARY

This report summarizes the 2025-2026 AOA (Appendix A) between BC Transit and the RMOW for the provision of the WTS from April 1, 2025 to March 31, 2026 for Council consideration. The main updates in the 2025-2026 AOA include 6,000 additional hours of expanded service and increased operational costs.

RMOW's budgeted net share of costs for this 12-month period is \$5,545,497, a nine per cent increase from the previous AOA. The RMOW's funding obligation contained within this AOA is not fully accommodated within the approved 2025 Five-Year Financial Plan. An additional \$230,000 needs to be added to the 2025 base transit budget from the 2025 Operating Reserves.

Staff are committed to delivering efficient transportation services and identifying cost-saving opportunities where possible. If Council approves the recommendation, staff will conduct a detailed analysis of the free summer weekend and statutory holiday transit initiative and report back on potential savings and impacts of discontinuing this program in 2026.

Staff are requesting Council to authorize the execution of the 2025-2026 WTS AOA, effective April 1, 2025, and to direct staff to include the associated increases in WTS operating costs into the next amendment of the "Five-Year Financial Plan 2025 - 2029 Bylaw No. 2465, 2025", which will be considered by Council later this year.

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## **SIGN-OFFS**

### **Written by:**

Emma DalSanto,  
Transportation Demand Management  
Coordinator

### **Reviewed by:**

Maria Thorlakson,  
Acting Manager of Climate and Environment

Carlee Price,  
Chief Financial Officer

Luisa Burhenne,  
Acting General Manager of Climate Action,  
Planning and Development Services/ Manager  
of Climate and Environment

Virginia Cullen,  
Chief Administrative Officer

ANNUAL OPERATING AGREEMENT

between

**Resort Municipality of Whistler**

and

**British Columbia Transit**

Effective  
**April 1, 2025**

**CONTENTS**

SECTION 1: DEFINITIONS..... 3

SECTION 2: INCORPORATION OF SCHEDULES..... 3

SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT ..... 3

SECTION 4: TERM AND RENEWAL ..... 4

SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT ..... 4

SECTION 6: SETTLEMENT OF DISPUTES ..... 4

SECTION 7: MISCELLANEOUS PROVISIONS ..... 4

SECTION 8: LOCAL CONTRIBUTIONS AND RESERVES ..... 5

SECTION 9: GOVERNING LAW..... 6

SECTION 10: COUNTERPARTS..... 6

SECTION 11: NOTICES AND COMMUNICATIONS ..... 7

SCHEDULE A: TARIFF AND FARES..... 9

    APPENDIX 1: TARIFF NOTES ..... 9

    APPENDIX 2: TARIFF AND FARES ..... 10

SCHEDULE B: SERVICE SPECIFICATIONS ..... 11

SCHEDULE C: BUDGET ..... 12

## ANNUAL OPERATING AGREEMENT

April 1, 2025 – March 31, 2026

BETWEEN: **Resort Municipality of Whistler**  
(the "Municipality")

AND: **British Columbia Transit**  
(the "Authority")

WHEREAS the Authority is authorized to contract for transit services for the purpose of providing and maintaining those services and facilities necessary for the establishment, maintenance and operation of a public passenger transportation system in the Transit Service Area;

WHEREAS the Municipality is authorized to enter into one or more agreements with the Authority for transit services in the Transit Service Area;

WHEREAS the parties hereto have entered into a Transit Service Agreement which sets out the general rights and responsibilities of the parties hereto;

WHEREAS the Municipality and the Authority are authorized to share in the costs for the provision of a Public Passenger Transportation System pursuant to the *British Columbia Transit Act*;

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Transit Service Agreement, the specific terms and conditions for the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants hereinafter contained, the parties covenant and agree with each other as follows:

### SECTION 1: DEFINITIONS

Unless agreed to otherwise in the Annual Operating Agreement, the definitions set out in the Transit Service Agreement shall apply to this Annual Operating Agreement including:

- a) *"Annual Operating Agreement"* shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendments negotiated and entered into by the parties subsequent hereto;
- b) *"Transit Service Agreement"* shall mean the Transit Service Agreement between the parties to this Annual Operating Agreement, including any amendments made thereto;
- c) *"Incurred"* means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

### SECTION 2: INCORPORATION OF SCHEDULES

All schedules to this agreement are incorporated into the agreement, and form part of the agreement.

### SECTION 3: INCORPORATION OF TRANSIT SERVICE AGREEMENT

Upon execution, this Annual Operating Agreement shall be deemed integrated into the Transit Service Agreement and thereafter, the Transit Service Agreement and Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the *British Columbia Transit Act*, as amended from time to time.

#### SECTION 4: TERM AND RENEWAL

- a) The parties agree that the effective date of this agreement is to be April 1, 2025, whether or not the agreements have been fully executed by the necessary parties. Once this agreement and the associated Transit Service Agreement are duly executed, this agreement will replace all provisions in the existing Transit Service Agreement and Master Operating Agreement with respect to the rights and obligations as between the Authority and the Municipality.
- b) Upon commencement in accordance with Section 4(a) of this agreement, the term of this agreement shall be to March 31, 2026, except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Transit Service Agreement shall likewise be so terminated or not renewed, as the case may be.
- c) Either party may terminate this agreement as follows:
  - i. Cancellation by the Authority: In the event that the Authority decides to terminate this Agreement for any reason whatsoever, the Authority shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 10.
  - ii. Cancellation by the Municipality: In the event that the Municipality decides to terminate this Transit Service Agreement for any reason whatsoever, and by extension, the Annual Operating Agreement, the Municipality shall provide at least one hundred and eighty (180) days prior written notice. Such notice to be provided in accordance with Section 11.

#### SECTION 5: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

This Agreement and the parties hereto are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). Any information developed in the performance of this Agreement, or any personal information obtained, collected, or stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of FOIPPA, including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of FOIPPA.

#### SECTION 6: SETTLEMENT OF DISPUTES

In the event of any dispute arising between or among the parties as to their respective rights and obligations under this Agreement, or in the event of a breach of this Agreement, the parties agree to use their best efforts to find resolution through a mediated settlement. However, in the event that mediation is not successful in finding a resolution satisfactory to all parties involved, any party shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matter then in dispute, agree to submit the same to a single arbitrator in accordance with the applicable statutes of the Province of British Columbia.

#### SECTION 7: MISCELLANEOUS PROVISIONS

- a) Amendment: This agreement may only be amended in writing as signed by the Municipality and the Authority and specifying the effective date of the amendment.
- b) Assignment: This Agreement shall not be assignable without prior written consent of the parties.
- c) Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- d) The parties agree that this agreement is in substantial compliance with all relevant legislative requirements to establish the rights and obligations of the parties as set out in the *British Columbia Transit Act*.

## SECTION 8: LOCAL CONTRIBUTIONS AND RESERVES

British Columbia Transit service is provided using a cost-sharing model. Where any transit-related contributions are received and/or third-party revenues are earned that are in excess of expenses, the Authority is required to hold these excess funds in a reserve account for use against transit-related expenditures in future years. When unanticipated expenditures occur that were not included in the budget and cannot be covered by reserves, the Authority will seek to recover these based on the cost-sharing ratios between the Municipality and the Authority.

### Eligible Operating Expenses

The Authority will invoice the Municipality and collect on monthly invoices based on incurred eligible operating expenses to provide Transit Service. Eligible operating expenses are comprised of the following costs of providing Public Passenger Transportation Systems:

- a) For *Conventional Transit Service*:
  - i. the operating costs for providing Conventional Transit Service excluding interest and amortization;
  - ii. the amount of any operating lease costs of BC Transit for Conventional Transit Services;
  - iii. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
  - iv. **an amount of the annual operating costs of the authority not exceeding those costs payable under an Annual Operating Agreement.**
- b) For *Custom and Paratransit Transit Service*:
  - i. the operating costs for providing Custom Transit Service excluding interest and amortization, but including the amount paid by the Authority to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
  - ii. the amount of any operating lease costs of the Authority for Custom Transit Service;
  - iii. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and
  - iv. an amount of the annual operating costs of the authority not exceeding those costs payable under an Annual Operating Agreement.
- c) Eligible operating expenses exclude the costs of providing third-party 100%-funded services.
- d) Annual operating costs of the Authority are operations, maintenance and administration costs that are for the shared benefit of all transit systems operated by the Authority. These costs are allocated to each transit system on a pro rata basis, based on the nature of the costs.

### Lease Fees

The Authority will invoice the Municipality and collect on monthly invoices for lease fees on tangible capital assets owned by the Authority that are used in the provision of transit service. Lease fees are comprised of the following:

- a) The Municipality's fee for use of the asset, including for the costs of acquisition, construction, development and betterment of the asset and the costs of installing the asset at the location and condition necessary for its intended use;
- b) Debt financing and risk-related charges or costs payable on assets;
- c) Payment into a reserve fund for preventative maintenance and major repair of assets owned or leased by the authority;
- d) Amounts sufficient for the Authority to recover all other costs relating to the asset, including, but not limited to taxes and administrative charges.

Where lease fees are received that exceed actual asset-related expenses in any given period, these will be placed in a pooled reserve. This reserve will be used to offset against future lease fees as outlined above.

### **Reserve Funds**

The Authority will establish the following for each transit system to record the contributions that have been received but not yet earned as follows:

- a) **Local Transit Fund:** Contributions by the Municipality towards eligible operating expenses that have been received but not matched with a Provincial share contribution will be deferred in the Local Transit Fund.
  - i. Any expenditure of monies from the Local Transit Fund will:
    - 1. only be credited towards the Municipality's share of expenses for the transit system for which it was collected.
    - 2. be applied to reduce Municipal invoices at the discretion of the Municipality as agreed to under the Annual Operating Agreement or amendments as required.
  - ii. The Local Transit Fund may be used towards lease fees.
  - iii. The Authority will provide a quarterly statement of account of the Local Transit Fund balance including contributions, amounts utilized and interest earned.

### **SECTION 9: GOVERNING LAW**

This agreement is governed by, and shall be construed in accordance with, the laws of the Province of British Columbia, with respect to those matters within provincial jurisdiction, and in accordance with the laws of Canada with respect to those matters within the jurisdiction of the Government of Canada.

### **SECTION 10: COUNTERPARTS**

This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or PDF copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.

SECTION 11: NOTICES AND COMMUNICATIONS

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a designated officer of the parties hereto to whom it is addressed where an electronic signed document is emailed to the parties or if mailed by prepaid registered mail to the Authority at:

British Columbia Transit  
c/o Executive Assistant, Strategy, Planning and Public Affairs  
PO Box 9861  
520 Gorge Road East  
Victoria, BC V8W 9T5

and to the Municipality at:

Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, BC V0N 1B4

and, if so mailed, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Resort Municipality of Whistler**

\_\_\_\_\_  
  
\_\_\_\_\_

**British Columbia Transit**

\_\_\_\_\_  
Vice President, Strategy, Planning and Public Affairs  
  
\_\_\_\_\_  
Vice President, Finance and Chief Financial Officer



## SCHEDULE A: TARIFF AND FARES

### APPENDIX 1: TARIFF NOTES

*Effective September 1, 2021 – Sept 30, 2025*

#### **Whistler Conventional Transit**

**a) Fare Free Zone:**

A fare free zone will be comprised of the Village Shuttle route. This route includes passengers boarding and alighting at Gondola Transit Exchange, Blackcomb Way, Village Gate Boulevard, Northlands Boulevard, Lorimer Road (east of Highway 99), Spearhead Road and Painted Cliff Road. Any passengers travelling onto or west of Highway 99 pay regular fare.

**b) Single Cash Fares:**

- i) Adult \$2.50
- iii) Child 12 years and under Free
- iii) Day Pass \$7.00

**c) Prepaid fares – Effective July 1 2017 – September 30, 2025**

<b>10 Rides Adult</b>	<b>\$22.50</b>	
<b>10 Rides Concession</b>	<b>\$18.00</b>	
<b>30 Day Pass Adult</b>	<b>\$50.00</b>	
<b>30 Day Pass Concession</b>	<b>\$40.00</b>	
<b>6 Month Adult</b>	<b>\$270.00</b>	
<b>6 Month Concession</b>	<b>\$215.00</b>	
<b>12 Month Adult</b>	<b>\$510.00</b>	
<b>12 Month Concession</b>	<b>\$410.00</b>	

- d)** BC Bus Pass valid for the current calendar year and available through the Ministry of Housing and Social Development.
- e)** CNIB Pass available from the local office of the CNIB.
- f)** BC Transit Employee Bus Pass

Effective October 1, 2025

### **Whistler Conventional Transit**

**a) Fare Free Zone:**

A fare free zone will be comprised of the Village Shuttle route. This route includes passengers boarding and alighting at Gondola Transit Exchange, Blackcomb Way, Village Gate Boulevard, Northlands Boulevard, Lorimer Road (east of Highway 99), Spearhead Road and Painted Cliff Road. Any passengers travelling onto or west of Highway 99 pay regular fare.

**b) Single Cash Fares:**

- i) Adult \$2.75
- iii) Child 12 years and under Free
- iii) Day Pass \$5.50

**c) Prepaid fares – Effective October 1, 2025**

<b>30 Day Pass</b>	<b>\$55.00</b>	
<b>6 Month Adult</b>	<b>\$270.00</b>	
<b>6 Month Concession</b>	<b>\$215.00</b>	
<b>12 Month Adult</b>	<b>\$510.00</b>	
<b>12 Month Concession</b>	<b>\$410.00</b>	
<b>Multi Rider Day Pass</b>	<b>\$17.50</b>	<b>Maximum 4 Riders</b>

- d)** BC Bus Pass valid for the current calendar year and available through the Ministry of Housing and Social Development.
- e)** CNIB Pass available from the local office of the CNIB.
- f)** BC Transit Employee Bus Pass

## SCHEDULE B: SERVICE SPECIFICATIONS

### **Whistler Conventional**

Transit Service Area: The boundaries of the Whistler Transit Service Area shall be the corporate boundaries of the Resort Municipality of Whistler.

Annual Service Level: for Whistler Conventional shall be **88,643** Revenue Service Hours.

Exception Days annually for the Whistler Conventional are:

<b>Exception Days</b>	<b>Service Level</b>
Good Friday	Regular Service
Easter Monday	Regular Service
Victoria Day	Regular Service
Canada Day	Regular Service
BC Day	Regular Service
Labour Day	Regular Service
Truth and Reconciliation Day	Regular Service
Thanksgiving Day	Regular Service
Remembrance Day	Regular Service
Christmas Day	Regular Service
Boxing Day	Regular Service
New Year's Day	Regular Service
Martin L King Day	Regular Service
Family Day	Regular Service

SCHEDULE C: BUDGET

WHISTLER CONVENTIONAL

	OFFICIAL AOA 2025/2026
TOTAL REVENUE	3,127,794
TOTAL OPERATING COSTS	15,368,595
TOTAL COSTS (including Local Government Share of Lease Fees)	17,024,476
NET LOCAL GOVERNMENT SHARE OF COSTS	\$5,545,497

## STAFF REPORT TO COUNCIL

**PRESENTED:** July 22, 2025  
**FROM:** Protective Services and Building Department  
**SUBJECT:** BYLAW NOTICE ENFORCEMENT AMENDMENT BYLAW (BUILDING AND HELIPORT) NO. 2492, 2025; MUNICIPAL TICKET INFORMATION SYSTEM IMPLEMENTATION AMENDMENT BYLAW (ENVIRONMENTAL, TREE PROTECTION, SOLID WASTE, BUILDING AND HELIPORT) NO. 2478, 2025

**REPORT:** 25-062  
**FILE:** 3900-20-2478/2492

### RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

### RECOMMENDATION(S)

**That** Council consider first, second and third readings of “Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport) No. 2492, 2025”; and

**That** Council consider rescinding third reading of “Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection and Solid Waste Fines Update) No. 2478, 2025”, and giving third reading to the renamed “Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025”.

### PURPOSE OF REPORT

The purpose of this report is to present “Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport) No. 2492, 2025” (BNEA Bylaw 2492) for first three readings and to rescind and reread third reading of “Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025” (MTISI Bylaw 2478).

☐ Information Report ☒ Administrative Report (Decision or Direction)

### DISCUSSION

#### Background

On [June 24, 2025](#), Council adopted the following new bylaws:

- “Environmental Protection Bylaw No. 2426, 2025” (Environmental Bylaw);

- “Tree Protection Bylaw No. 2427, 2025” (Tree Bylaw); and
- “Solid Waste Bylaw No. 2469, 2025” (Solid Waste Bylaw).

These bylaws all require amendments to the Resort Municipality of Whistler (RMOW) enforcement bylaws to ensure RMOW Bylaw Officers have the tools necessary to enforce the bylaw requirements.

On [June 10, 2025](#), the “Bylaw Notice Enforcement Amendment Bylaw (Environmental, Tree Protection and Solid Waste Penalties Update) No. 2477, 2025” (Bylaw 2477) and MTISI Bylaw 2478 received first three readings from Council. On June 24, 2025, Bylaw 2477 was adopted by Council; however, MTISI Bylaw 2478 was not presented to Council for adoption because staff discovered an administrative error that needed correction prior to its adoption.

On [July 8, 2025](#), the “Building Regulation Bylaw No. 2482, 2025” (Building Bylaw) and “Heliport Regulation Bylaw No. 2490 2025” (Heliport Bylaw) received first three readings. The Building Bylaw and Heliport Bylaw are on the July 22, 2025 agenda to request their adoption.

Staff have now drafted BNEA Bylaw 2492 and amended MTISI Bylaw 2478 to include the penalty amounts for the Building and Heliport Bylaws and fixed the administrative error in MTISI Bylaw 2478.

## **Analysis**

BNEA Bylaw 2492 and MTISI Bylaw 2478 include several amendments based on the Building Bylaw and Heliport Bylaw. This section focuses on highlighting the proposed amendments.

## **Building Bylaw**

Several amendments to the “Bylaw Notice Enforcement Bylaw No. 2492, 2025” (BNE Bylaw) and “Municipal Ticket Information System Implementation Amendment Bylaw No. 2478, 2025” (MTISI Bylaw) are necessary upon adoption of the Building Bylaw. The prohibitions section remains largely unchanged from the previous building bylaw; however, some penalties have been added for the following offences:

- Allow loose or blowing debris;
- Damage to Municipal works or property; and
- Construction to extend outside the boundaries of the property.

The Building Bylaw lists 17 prohibitions in Part 6. The BNEA Bylaw 2492 includes these 17 offences and their regular penalty amounts, any discount for paying early and the availability of compliance agreements. Table 1 describes the penalties.

**Table 1 – List of Penalty Amounts in BNEA Bylaw 2492**

Designated Expression	Section	Regular Penalty	Discounted Penalty	Compliance Agreement Available
Commence work without a valid permit	6.1	\$500	-	No
Occupy or permit to occupy without a valid permit	6.2	\$500	-	Yes
Submit false or misleading information	6.3	\$500	\$400	No
Alter documents filed with building official	6.4	\$500	-	No
Tamper with a posted notice	6.5	\$500	\$400	No

Unauthorized work at variance with valid permit	6.6	\$500	-	Yes
Obstruct entry of authorized official on property	6.7	\$500	\$400	No
Civic address posted on premises	6.8	\$100	\$75	No
Conceal construction without authorization	6.9	\$500	-	No
Violate Stop Work Order	6.10	\$500	-	No
Violate Do Not Occupy Notice	6.11	\$500	-	No
Allow loose or blowing debris	6.12	\$500	\$400	Yes
Damage to Municipal works or property	6.13	\$500	-	Yes
Construction to extend outside the boundaries of the property	6.14	\$500	\$400	Yes
Fill a pool without a fence	6.15	\$250	\$125	No
Direct connection from pool to sewer	6.16	\$500	-	Yes
No approved backflow prevention device for pool	6.17	\$250	-	No

In MTISI Bylaw 2478, Schedule B1 includes all ticketing amounts which have been set at the maximum amount of \$3,000 for MTISI Bylaw fines. Table 2 describes the prohibitions and associated fines.

Staff plan to return to Council later this year with proposed updates to the “Building Fees and Charges Bylaw No. 2483, 2025” with recommendations for a new permit fee structure and will include in this a further review of the compliance penalties in relation to Building Permits and construction.

**Table 2: List of Fines in MTISI Bylaw 2478**

Designated Expression	Section	Fine
Commence work without a valid permit	6.1	\$3000
Occupy or permit to occupy without a valid permit	6.2	\$3000
Submit false or misleading information	6.3	\$3000
Alter documents filed with building official	6.4	\$3000
Tamper with a posted notice	6.5	\$3000
Unauthorized work at variance with valid permit	6.6	\$3000
Obstruct entry of authorized official on property	6.7	\$3000
Civic address posted on premises	6.8	\$3000
Conceal construction without authorization	6.9	\$3000
Violate Stop Work Order	6.10	\$3000
Violate Do Not Occupy Notice	6.11	\$3000
Allow loose or blowing debris	6.12	\$3000
Damage to Municipal works or property	6.13	\$3000
Construction to extend outside the boundaries of the property	6.14	\$3000
Fill a pool without a fence	6.15	\$3000
Direct connection from pool to sewer system	6.16	\$3000
No approved backflow prevention device for a pool	6.17	\$3000



## Heliport Bylaw

The Heliport Bylaw is a new bylaw and so new schedules have been created for both the BNEA Bylaw 2492 and the MTISI Bylaw 2478 for offences related to heliport operations. The penalties and fines relate to the unsafe operation of a helicopter, failure to pay landing and parking fees and adhering to safety requirements.

## Environmental, Tree, Solid Waste and other Misc Bylaws

MTISI Bylaw 2478 also includes the schedules for the new Environmental, Tree and Solid Waste Bylaws to replace the outdated schedules plus one minor change to the “Business Licence and Regulation Bylaw No. 2253, 2019”. The explanation of these schedules was presented in [Administrative Report No. 25-048](#). The amounts of the fines have also been increased to relative to the maximum allowable fine under the *Community Charter Bylaw Enforcement Ticket Regulation*.

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## POLICY CONSIDERATIONS

### Relevant Council Authority/Previous Decisions

[June 10, 2025, Administrative Report No. 25-048](#): Bylaw Notice Enforcement Amendment Bylaw No. 2477, 2025 and Municipal Ticket Information System Implementation Amendment Bylaw No. 2478, 2025

[July 8, 2025, Administrative Report No. 25-058](#): Building Regulation Bylaw No. 2482, 2025 and Building Permit Fees and Charges Bylaw No. 2483, 2025

### 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.

**Objective 8.7.3:** Maintain a safe and enjoyable community by encouraging compliance with bylaws.

**Policy 8.7.3.1:** Provide core services responding to complaints on all bylaw matters.

**Policy 8.7.3.2:** Prioritize direct, proactive enforcement of key priority issues.

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## BUDGET CONSIDERATIONS

The cost of the BNEA Bylaw 2492 and MTISI Bylaw 2478 is included in the Legislative Services and Protective Services budgets.

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## 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 planning on unceded territories, as currently managed by the provincial government; 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

The community is informed and notified of updates to bylaw penalties through the [Frequently Requested Bylaws](#) section at [whistler.ca](http://whistler.ca).

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## REFERENCES

"Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport) No. 2492, 2025" (*included in Council Package*)

"Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025 (*included in Council Package*)

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## SUMMARY

BNEA Bylaw 2492 is presented for first three readings and MTISI Bylaw 2478 is presented for third reading to be rescinded and reread. These bylaws will provide enforcement tools for the RMOW in relation to the new Building and Heliport Bylaws as well as adding fines under the MTISI Bylaw for the Environmental Bylaw, Tree Protection Bylaw, Solid Waste Bylaw, Building and Heliport Bylaws.

## **SIGN-OFFS**

### **Written by:**

Lindsay DeBou,  
Manager of Protective Services

Melissa Hollis,  
Manager of Building

### **Reviewed by:**

Pauline Lysaght,  
Manager of Legislative Services/ Corporate  
Officer

Phil Cartwright,  
Acting General Manager of Corporate Services  
and Public Safety

Virginia Cullen,  
Chief Administrative Officer



**REGULAR MEETING OF THE  
GOVERNANCE AND ETHICS STANDING COMMITTEE MINUTES**

Thursday, April 3, 2025, 2:00 p.m.  
Flute Room at Municipal Hall  
4325 Blackcomb Way, Whistler, BC V8E 0X5

**PRESENT:** Chair, Councillor, R. Forsyth  
Mayor, J. Crompton  
Councillor, C. Jewett

**STAFF PRESENT:** Chief Administrative Officer, V. Cullen  
General Manager, Community Engagement & Culture Services, K. Elliott  
Corporate Officer/Manager of Legislative Services, P. Lysaght  
Senior Communication Officer, E. Marriner  
Recording Secretary, R. Samuel

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**1. CALL TO ORDER**

*Chair, Councillor R. Forsyth recognized the Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Líl'wat People, known in their language as Líl'wat7úl, and the Squamish People, known in their language as Sk̓wxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.*

**2. ADOPTION OF AGENDA**

Moved By Councillor, C. Jewett  
Seconded By Mayor, J. Crompton

**That** the Governance and Ethics Standing Committee (GAESC) adopt the Regular Committee agenda of April 3, 2025

CARRIED

**3. ADOPTION OF REGULAR MINUTES**

Moved By Councillor, C. Jewett

Seconded By Mayor, J. Crompton

**That** the GAESC adopt the Regular Committee minutes of January 27, 2025.

CARRIED

#### **4. PRESENTATIONS**

##### **4.1 2025 GAESC Meeting Schedule**

Staff presented the 2025 GAESC Meeting schedule.

Moved By Councillor, C. Jewett

Seconded By Mayor, J. Crompton

**That** GAESC approve the 2025 GAESC Meeting schedule dates as attached to the April 3, 2025 GAESC Meeting package.

CARRIED

##### **4.2 GAESC Work Plan Update**

Staff presented the updated GAESC Work Plan for 2025, including assigning individual tasks to each quarter in 2025:

- Council Self-Evaluation - Q1 - 2025
- Recognition of Olympic Athletes Policy - Q2 - 2025
- Freedom of the Municipality Holder Passing Process - Q3 - 2025
- Review of Council Policy F-33 International Relationships - Q4 – 2025

Moved By Mayor, J. Crompton

Seconded By Councillor, C. Jewett

**That** GAESC approve the updated 2025 Work Plan as presented in the April 3, 2025 GAESC Meeting package.

CARRIED

##### **4.3 Council Self-Evaluation Review Update**

Staff presented the proposed Council Self-Evaluation survey questions.

GAESC discussed the survey questions and asked the staff to include:

- I feel comfortable sharing my opinion at the Council table to Part 1
- Am I contributing to the overall Council's positive working environment to Part 2

Moved By Councillor, C. Jewett

Seconded By Mayor, J. Crompton

**That** GAESC endorse the Council Self-Evaluation survey questions as presented with the additional questions and direct staff to develop the survey and circulate the survey to GAESC members by email for feedback.

CARRIED


## 5. TERMINATION

Moved By Mayor, J. Crompton

Seconded By Councillor, C. Jewett

**That** GAESC terminate the Regular Committee Meeting of April 3, 2025 at 2:38 p.m.

CARRIED

  
Chair, Councillor R. Forsyth  
Recording Secretary, R. Samuel



**REGULAR MEETING OF  
EMERGENCY PLANNING COMMITTEE  
MINUTES**

Tuesday, April 15, 2025, 11:00 a.m.

Remote Meeting via Teams

For information on how to participate visit: <https://www.whistler.ca/municipal-gov/committees/emergency-planning-committee>

**PRESENT:** Mayor, J. Crompton  
Whistler Transit Ltd. Representative, C. Gomez  
Whistler Blackcomb Representative, D. McPhee  
Vancouver Coastal Health Representative, Dr. M Khaketla  
RCMP Sergeant SO, N. Miller  
RMOW Emergency Social Services Coordinator, K. Hannah  
RMOW Chief Administrative Officer, V. Cullen  
RMOW General Manager Corporate Services and Public Safety, T. Battiston  
RMOW Fire Chief, T. Doherty  
RMOW Manager Protective Services, L. DeBou  
RMOW Emergency Program Coordinator, B. Manson

**ABSENT:** RMOW Councilor, J. Ford  
BC Ambulance Service, L. Darlington  
BC Ambulance Service, L. Wu  
School District #48 Representative, I. Currie  
Whistler Search and Rescue Society Representative, T. DelBosco  
RMOW General Manager Infrastructure Services, J. Hallisey  
RMOW General Manager Community Engagement and Cultural Services, K. Elliott  
Blackcomb Helicopters Representative, D. Marcoux

**STAFF PRESENT:** RMOW Recording Secretary, C. Burford

**OTHERS:** RMOW Manager of Utilities, C. Wike *\*attending on behalf of J. Hallisey*  
Guest Speaker, M. Chorlton

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**1. CALL TO ORDER**

*Chair Mayor Jack 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 RMOW Manager Protective Services,  
L. DeBou

Seconded By RMOW Fire Chief, T. Doherty

**That** the Emergency Planning Committee adopt the Committee Meeting agenda of April 15, 2025.

CARRIED

## 3. ADOPTION OF MINUTES

Moved By RMOW Chief Administrative Officer, V. Cullen

Seconded By RMOW General Manager Corporate Services  
and Public Safety, T. Battiston

**That** the Emergency Planning Committee adopt the Committee Meeting minutes of January 28, 2025.

CARRIED

## 4. PRESENTATIONS AND DELEGATIONS

### 4.1 Guest Speaker: Discussion on Emergency Management and Insurance

The Municipal Insurance Association of British Columbia (MIABC) is a not-for-profit insurance reciprocal composed of 171 local governments, representing 90% of municipalities across the province. MIABC provides coverage for liability claims, such as third-party claims made against members, as well as property claims involving first-party property damage. Beyond insurance coverage, MIABC responds to liability and property claims, facilitates non-claim-related legal advice, and supports its members with risk management education, training, tools, and resources.

#### Type of Insurance and Emergencies

##### Property Insurance

- *Homeowners Insurance*
- *Commercial Property Insurance*
- *Tenant (Renters) Insurance*
- *Condo Insurance*
- *Overland Flood Insurance*
- *Sewer Backup Coverage*
- *Earthquake Insurance*

##### Auto Insurance

##### Business Insurance

- *Business Interruption Insurance*
- *Cyber Insurance*
- *Commercial General Liability (CGL)*

##### Personal Insurance

- *Health Insurance (Provincial)*
- *Disability Insurance*
- *Life Insurance*

### **Responding to CAT Events**

During large-scale emergencies such as wildfires or floods, insurers activate Catastrophe Protocols by declaring a Catastrophic Loss Event (CAT event), triggering expedited claims processes and specialized internal procedures. Catastrophe teams and claims adjusters are deployed to affected areas. The Insurance Bureau of Canada (IBC) supports communities through its Community Assistance Mobile Teams (CAMTs), which set up at evacuation centres to answer insurance questions, explain coverage, and connect policyholders with their insurers. Advance payments may be issued for urgent needs like temporary shelter, food, and medications. Throughout the process, companies maintain regular communication with clients via various channels, while the IBC serves as a central coordination hub, ensuring consistent messaging across insurers, government agencies, and emergency responders.

Insurers collaborate closely with municipal and provincial governments, Emergency Management Offices, and organizations like the IBC to ensure coordinated support and consistent public messaging during major disasters. In large-scale events, the IBC may establish Community Assistance Centres where representatives from multiple insurers provide on-site help. Following a disaster, insurers assist with cleanup, restoration, and the rebuilding or repair of properties. Afterwards, insurers conduct post-event reviews to analyze claims data, adjust underwriting models and pricing, reassess risk in high-exposure areas, and revise policy terms where necessary.

### **Innovative Programs**

Wildfire Defense Systems (WDS) assists insurers in British Columbia by providing specialized wildfire mitigation and loss prevention services to protect policyholders' properties during wildfire events. These measures include removing combustible materials around structures, securing vents and openings to prevent ember intrusion, setting up temporary sprinkler systems, and applying fire-blocking gels or retardants to homes and surrounding vegetation. WDS also offers pre-season risk assessments and post-event services, such as removing temporary protective equipment and assisting with claims processing. By integrating WDS's expertise into their wildfire response strategies, insurers enhance their ability to protect clients' properties and reduce potential losses during wildfire seasons.

### **Preparing for CAT Events**

Insurers in Canada play a growing role in helping communities, policyholders, and local governments prepare for catastrophic (CAT) events like floods, wildfires, and severe storms. As climate-related disasters become more frequent and severe, insurers are not just paying claims after the fact, they're increasingly involved in risk reduction and preparedness before disasters strike.



Insurers are increasingly focused on proactive risk management and community resilience. Through risk assessment and hazard mapping, they use advanced data and GIS tools to identify high-risk areas for disasters like floods and wildfires, sharing this information with governments and planners to support mitigation efforts. To promote property-level resilience, many offer preparedness checklists, incentives for installing protective features, and access to emergency alerts. Some, like MIABC, even include "Build Back Better" provisions for rebuilding with stronger materials. In high-risk zones, select insurers provide pre-event emergency services, such as deploying wildfire defense teams to protect properties with sprinklers and fire retardants. Insurers also collaborate with governments and first responders, sharing risk data, supporting disaster planning, and advocating for stronger building codes and land-use policies through groups like the Insurance Bureau of Canada (IBC). MIABC, for example, partners with FireSmart BC to develop model wildfire bylaws and offers Business Continuity Toolkits for local governments. Internally, insurers enhance their claims response capacity with scalable catastrophe teams, mobile units, digital intake tools, and simulation training to ensure fast and fair claims processing during disasters.

### **Impact of Climate Change**

In 2024, Canada experienced its most financially devastating year for weather-related disasters, with insured losses reaching an unprecedented \$8.5 billion. Example: The Fort McMurray wildfire (2016) became the costliest natural disaster in Canadian history, with ~\$3.7 billion in insured losses.

In Canada the federal government is working with the insurance industry (IBC) to create a national flood insurance program for high-risk homes. Discussions are also underway about shared-risk models, where governments act as insurers of last resort.

Several catastrophic events contributed to this record-breaking year:

- **Jasper Wildfires:** In July, wildfires ravaged Jasper, Alberta, destroying a third of the town's buildings and leading to the evacuation of 25,000 residents. The insured losses from this event alone are estimated at \$880 million.
- **Calgary Hailstorm:** A severe hailstorm in Alberta caused approximately \$3 billion in insured damages in just over an hour.
- **Hurricane Debby:** The remnants of Hurricane Debby brought unprecedented rainfall to Eastern Ontario and Southern Quebec, with Montreal experiencing its rainiest day on record. The resulting floods caused significant damage, leading to around 70,000 insurance claims in Quebec alone.

**Rising Premiums and Deductibles** - As climate risks grow, insurers are reassessing the cost of coverage. In many regions premiums for home insurance are increasing, especially where flood or wildfire risk is high.

**Limited or Withdrawn Coverage in High-Risk Areas** - Overland flood coverage isn't available for many homes in floodplains and Wildfire-prone zones may face tighter underwriting, or policies may not be renewed. In extreme cases, entire communities may become uninsurable through the private market, for example: California for wildfire and Florida for hurricanes.

**Underwriting and Risk Modeling Are Changing-** Insurers are using climate and catastrophe models to reassess risk exposure and partner with climate scientists. Updating flood maps and fire hazard scores more frequently, the result being more accurate, but sometimes less favourable.

### Innovation in Insurance

Canada is exploring innovative insurance solutions to address growing climate-related risks. Parametric insurance, still emerging in the country, offers fast, pre-set payouts when specific events like wildfires or floods exceed defined thresholds, particularly useful for municipalities, farmers, and high-risk communities, including Indigenous and coastal areas. Unlike traditional insurance, it can cover "natural infrastructure" and supports quick recovery and ecological restoration. Resilience scoring is being used to assess a property's disaster preparedness, with insurers offering risk-based incentives such as premium discounts or rebates for mitigation efforts. In response to increasing flood risk, a Government Flood Insurance Partnership is in development, aimed at covering high-risk, currently uninsurable properties through options like risk pools or integration with federal disaster assistance. Similarly, shared-risk models are being explored where governments and insurers jointly cover catastrophic losses, ensuring continued coverage in vulnerable regions. Additionally, green rebuilding initiatives are gaining traction, encouraging climate-resilient reconstruction through policy incentives and optional coverage for sustainable upgrades.

## **4.2 Round Table**

T. Doherty - Fire

- Training for all Fire Department.
- Updating and education provided on the wildfire training plan and policy.
- Whistler Blackcomb Foundation gifted new wildfire truck to the Fire Department.
- Additionally, 3 new engines for the fire department have also been ordered.

N. Millar - RCMP

- Front line staff and supervisors had evacuation training.
- Recap of what is needed for an emergency within the department.

K. Hannah - RMOW Emergency Social Services

- A new ESS grant for group lodging air quality is in process.



- New staff trained in ESS centers.
- There will be a reception center training on May 9th

L. DeBou - RMOW Protective Services

- Reviewing staff coverage and how payment and OT works in other communities.
- Working with communications on a new brochure for evacuations.

B. Manson - RMOW Emergency

- New ESS workshop was taken by 27 people.
- New grant pending for Emergency Operations Center.
- Two courses planned for ESS - planning and Emergency center.

M. Khaketla - Vancouver Coastal Health

- Local government aid/awareness
- Webinars provided regarding air health during Wildfires.
- Updates to website for relevant information.
- Internal Tabletop exercises.
- New Environmental health officer in the Sea to Sky, contact information will be shared.

D. McPhee - Whistler Blackcomb

- Internal Tabletop exercises.
- Mountain Wildfire boxes are being restocked.
- A new Whistler Blackcomb wildfire committee has started.
- Strategically looking at asset management.

C. Gomez - Whistler Transit

- Update changes to the muster points are being provided to the new drivers.

C. Wilke - RMOW Utilities and Water

- Water system resilient projects underway to detect issues such as leak detection.
- Water supply projects
- Training for staff such as backcountry training to access reservoirs.
- Water conservation reviews.

5. **OTHER BUSINESS**

*No other business*

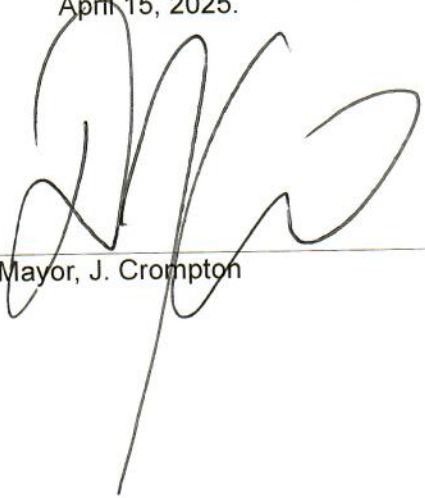
6. **TERMINATION**

Moved By                      RMOW General Manager  
Corporate Services and Public  
Safety, T. Battiston

Seconded By                RMOW Manager Protective  
Services, L. DeBou


**That** the Emergency Planning Committee terminate the Regular Committee Meeting of  
April 15, 2025.

CARRIED



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Mayor, J. Crompton



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Recording Secretary, C. Burford



**REGULAR MEETING OF  
HOUSING AND STRATEGY COMMITTEE  
MINUTES**

Monday, March 10, 2025, 3:00 p.m.

Flute Meeting Room, Municipal Hall

For information on how to participate visit: <https://www.whistler.ca/municipal-gov/committees/housing-and-strategy-committee/>

**PRESENT:**

Mayor, J. Crompton  
Councillor, J. Murl  
Councillor, J. Morden  
RMOW Chief Administrative Officer, V. Cullen  
RMOW General Manager of Climate Action, Planning and Development Services, D. Mikkelsen  
Member at Large, D. Williamson  
Member-at-Large, D. Brownlie  
Member-at-Large, D. Dale-Johnson  
Member-at-Large, B. Jarvis  
Member-at-Large, D. Girard  
Member-at-Large, T. McCaffrey  
RMOW Planning Director, Staff Liaison, M. Laidlaw  
Recording Secretary, A. Bois

**STAFF PRESENT:**  
Manager of Building, M. Hollis,  
Manager of Projects Planning, J. Chapman,  
Manager of Policy Planning, C. Beaubien.

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**1. CALL TO ORDER**

*Chair, Council J. Murl, recognized the Resort Municipality of Whistler is grateful to be on the shared, unceded territory of the Líl'wat People, known in their language as Liłwat7úl, and the Squamish People, known in their language as Sk̓wxwú7mesh. We respect and commit to a deep consideration of their history, culture, stewardship and voice.*

**2. ADOPTION OF AGENDA (2 mins)**

Moved By Councillor, J. Morden

Seconded By Member at Large, D. Williamson

**That** the Housing and Strategy Committee adopt the Meeting agenda of March 10, 2025, as amended to move Agenda item 5.1 to immediately after the adoption of the minutes.

CARRIED

**3. ADOPTION OF MINUTES (2 mins)**



Moved By Mayor, J. Crompton

Seconded By Councillor, J. Morden

**That** the Housing and Strategy Committee adopt the Regular Meeting minutes of January 20, 2025.

CARRIED

#### **4. PRESENTATIONS AND DELEGATIONS**

##### **4.1 Building and Plumbing Bylaw Engagement (45 mins)**

RMOW Building Department Manager M. Hollis attended the meeting to present the Building Bylaw Project. M. Hollis presents on the 3 'Areas of Input' the community can provide comments and insights: Unrestricted Matters, Certified Professional Program, and the Fees and Charges bylaw. The Building Bylaw engagement period was available for community feedback and input between February 17- March 12, 2025.

The committee reviewed several proposals under Unrestricted Matters. Regarding Unrestricted Matter #7 (Noise Mitigation), staff clarified that the provision does not apply to highway noise but is intended for areas such as industrial zones or near airports.

The committee discussed the Certified Professional Program (CPP) for Part 3 buildings. Staff explained that CPP is currently limited to complex buildings due to liability concerns and the need for multiple professionals. There is no precedent in B.C. for applying CPP to Part 9 buildings. Committee members questioned this limitation and suggested exploring a pilot project for Part 9 buildings, noting that some Part 9 projects involve multiple engineers. Staff emphasized that the need for support is greater in Part 3 applications and that many professionals still struggle with building code compliance, which affects life-safety standards.

Members asked about the objective of CPP, to which staff responded that the industry sees it as a way to expedite permitting. However, staff reiterated that CPP is best suited for projects with significant oversight. Concerns were raised about the quality of applications and the erosion of municipal trust in professionals. The committee discussed the potential for professionals to take on more responsibility under a pilot program, with municipal staff observing outcomes. Members also emphasized the importance of comparing municipal and professional risk assessments and suggested seeking input from EGBC and AIBC.

The committee then turned to the proposed changes to the fee and charges bylaw. Staff confirmed that the new structure is comparable to the current one but includes fees for services not previously charged, such as complex zoning reviews and courtesy permits. Courtesy permits were defined as partial permits issued ahead of full building permits. Members questioned the justification for high permit fees on large homes and suggested a fee model based on the number of inspections. Staff explained that the proposed fees already account for inspections and reviews and aim to discourage incomplete applications that delay processing.

Staff noted that the new structure includes fees for alternative solutions, product compliance, zoning review, and occupant load reviews. It also removes finishing costs from the declared value of construction and includes provisions for

additional charges if inspection limits are exceeded. Members emphasized the need to evaluate policy changes through the lens of cost and viability, especially in the context of affordable housing. Staff confirmed that discounted rates would be available for affordable housing projects.

The committee discussed whether the exclusion of unrestricted matters from the building bylaw simplifies or complicates interpretation. Some members preferred the exclusions, citing clarity. Staff indicated that a six-month review of the new fee structure would be recommended, similar to the SSMUH bylaw. However, the department lacks the capacity to track and compare old versus new fee structures due to technological limitations.

Members suggested that efficient applications should be rewarded with lower fees, while those requiring multiple revisions should incur higher costs. Staff emphasized the importance of passing the bylaw promptly, noting the fixed timeline for the Housing Acceleration Fund and the upcoming Committee of the Whole meeting on April 28, 2025. While the IT system rewrite may delay implementation, staff may continue engagement efforts in the interim. The overarching goal of the fee structure changes is to improve departmental efficiency and expedite application processing.

Moved By                      Member-at-Large, D. Girard

Seconded By                Member-at-Large, B. Jarvis

**That** the Committee reviewed and supported the draft bylaw with consideration of these comments:

- Consider extending CPP to Part 9, understand that the goal is to make fees more equitable for all users and review in 6 months.

CARRIED

#### **4. HOUSING UPDATES (10mins)**

Staff provided the committee with updates and status of housing initiatives that RMOW staff have been working on since the committee's meeting of January 20, 2025.

Moved By                      Member-at-Large, D. Brownlie

Seconded By                Member-at-Large, D. Williamson

**That** the Committee receive the Housing Initiative Update as presented in the committee package for March 10, 2025.

CARRIED

#### **5. PRESENTATIONS AND DELEGATIONS**

##### **5. 1 Housing Policy Discussion (45 mins)**

Staff presented potential new sources of equity and revenue to support the delivery of employee housing and explored how existing or new policies could better serve the community's housing needs.

*J. Chapman and C. Beaubien joined the meeting at 4:40pm*

Committee members raised the following points and questions:

- It was noted that some of the oldest Whistler Housing Authority (WHA) homes, such as those in Miller Ridge, are now relatively inexpensive. Members asked whether the RMOW could consider repurchasing these units and reintroducing them into the housing system at updated values.
- Members suggested that the RMOW could evaluate its housing portfolio through an endowment lens—balancing market and non-market assets. Over time, returns from market assets could help subsidize non-market housing. The committee also emphasized that the term “affordable housing” can be misleading to the public, as all such housing is subsidized—whether through grants, low-interest CMHC loans, or other taxpayer-supported mechanisms. A more sustainable, self-funding model was encouraged.
- The committee noted that while rents in non-market housing are capped, operating expenses are not. This creates long-term financial pressure on the municipality.
- Staff reiterated that K-01 remains the core of WHA housing. However, while demand remains high, the RMOW cannot continue to build K-01 units without significant subsidies or equity generated from market-based housing. Staff posed the question: can housing be used to fund more housing?
- Members acknowledged that the RMOW had previously benefited from a window of government grants, but that this window may be closing. The municipality is now exploring alternative funding opportunities.
- The committee suggested expanding the housing policy discussion to include centralized parking-free housing, essential service housing, social housing, seniors housing, ownership housing and turnover, and housing rented to businesses.
- Members also proposed that, given the number of aging homes in the valley, the RMOW could consider acquiring older properties to rent to essential workers, thereby expanding its housing portfolio.

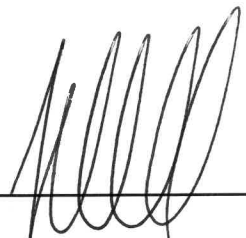
## 6. TERMINATION

Moved By Councillor, J. Morden

Seconded By Member-at-Large, B. Jarvis

**That** the Housing and Strategy Committee terminate the Regular Committee Meeting of March 10, 2025 at 5:00 p.m.

CARRIED

  
\_\_\_\_\_  
Chair, J. Murl  
\_\_\_\_\_  
Recording Secretary, O. Carroll

**RESORT MUNICIPALITY OF WHISTLER**

**BYLAW NOTICE ENFORCEMENT AMENDMENT BYLAW (BUILDING AND  
HELIPORT) NO. 2492, 2025**

**A BYLAW TO AMEND THE BYLAW NOTICE ENFORCEMENT BYLAW NO. 2174,  
2018**

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**WHEREAS** the Council of the Resort Municipality of Whistler has adopted “Bylaw Notice Enforcement Bylaw No. 2174, 2018”;

**AND WHEREAS** the Council deems it necessary expedient to amend the Resort Municipality of Whistler “Bylaw Notice Enforcement Bylaw No. 2174, 2018”;

**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 the Resort Municipality of Whistler “Bylaw Notice Enforcement Amendment Bylaw (Building and Heliport No. 2492, 2025” (Amendment Bylaw).

**AMENDMENTS**

2. “Bylaw Notice Enforcement Bylaw No. 2174, 2018” is amended in Schedule A:
  - a) By repealing the table related to the “Building and Plumbing Regulation Bylaw No. 1617, 2002” and replacing with Schedule A that is attached to and forms part of this Amendment Bylaw; and
  - b) By adding Schedule B related to the “Whistler Municipal Heliport Bylaw No. 2490, 2025” that is attached to and forms part of this Amendment Bylaw.

GIVEN FIRST, SECOND and THIRD READINGS this \_\_\_\_ day of \_\_\_\_, 2025.

ADOPTED this \_\_\_\_ day of \_\_\_\_, 2025.

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J. Crompton,  
Mayor

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P. Lysaght,  
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Bylaw Notice Amendment Bylaw (Building and Heliport) No. 2492, 2025".

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## SCHEDULE A

### Building Regulation Bylaw No. 2482, 2025

Designated Expression	Section	Penalty	Discounted Penalty	Compliance Agreement Available
Commence work without a valid permit	6.1	\$500	-	No
Occupy or permit to occupy without a valid permit	6.2	\$500	-	Yes
Submit false or misleading information	6.3	\$500	\$400	No
Erase, alter or modify plans or supporting documents filed with a building official, including revised plans after acceptance by the building official or permit has been issued	6.4	\$500	-	No
Reverse, alter, deface, cover, remove or tamper with a posted notice, permit or certificate	6.5	\$500	\$400	No
Unauthorized work at variance with valid permit	6.6	\$500	-	Yes
Obstruct entry of authorized official on property	6.7	\$500	\$400	No
Civic address posted on premises	6.8	\$100	\$75	No
Conceal or cover construction required to be inspected without authorization	6.9	\$500	\$400	No
Violate Stop Work Order	6.10	\$500	-	No
Violate Do Not Occupy Notice	6.11	\$500	-	No
Allow loose or blowing debris	6.12	\$500	\$400	Yes
Damage to Municipal works or property	6.13	\$500	-	Yes
Construction to extend outside the boundaries of the property	6.14	\$500	\$400	Yes
Fill a pool without a fence	6.15	\$250	\$125	No
Direct connection from pool to sewer	6.16	\$500	-	Yes
No approved backflow prevention device for pool	6.17	\$250	-	No

## SCHEDULE B

### Whistler Municipal Heliport Bylaw No. 2490, 2025

Designated Expression	Section(s)	Penalty	Discounted Penalty	Compliance Agreement Available
Failure to pay landing fees	3	\$250	\$200	No
Failure to pay overnight helicopter parking fees	5	\$250	\$200	No
Unsafe site-specific conduct (e.g., road vehicles entering the landing pad, taxiway, or safety zones)	9, 10	\$500	\$400	No
Violating municipal restrictions or temporary suspension of operations	11	\$500	-	No
Failure to report damage to heliport property or a spill requiring site remediation	12	\$500	-	No

## RESORT MUNICIPALITY OF WHISTLER

### MUNICIPAL TICKET INFORMATION SYSTEM IMPLEMENTATION AMENDMENT BYLAW (ENVIRONMENTAL, TREE PROTECTION, SOLID WASTE, BUILDING AND HELIPORT) NO. 2478, 2025

#### A BYLAW TO AMEND THE MUNICIPAL TICKET INFORMATION SYSTEM IMPLEMENTATION BYLAW NO. 1719, 2005

**WHEREAS** the Council of the Resort Municipality of Whistler has adopted “Municipal Ticket Information System Implementation Bylaw No. 1719, 2005”;

**AND WHEREAS** the Council deems it necessary expedient to amend the Resort Municipality of Whistler “Municipal Ticket Information System Implementation Bylaw No. 1719, 2005”; and

**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 the Resort Municipality of Whistler “Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025” (Amendment Bylaw).

#### AMENDMENTS

2. “Municipal Ticket Information System Implementation Bylaw No. 1719, 2005” is amended by:
  - a) Repealing Schedule B1 related to the “Building and Plumbing Regulation Bylaw No. 1617, 2002” and replacing with Schedule B1 related to “Building Regulation Bylaw No. 2482, 2025”, attached to and forming part of this Amendment Bylaw;
  - b) In Schedule B3, related to the enforcement of the “Business Licence and Regulation Bylaw No. 2253, 2019”, by repealing and replacing the row in the table of Designated Expressions and Penalties regarding advertising or soliciting in relation to a business in a public place where persons under the age of 19 may be present, with the following:

Designated Expression	Section(s)	Fine
Advertise or solicit in relation to a business in a public place where persons under the age of 19 may be present.	45 (a) (b)	\$1000



- c) Repealing Schedule B8 related to “Solid Waste Bylaw No. 2139, 2017” and replacing with Schedule B8 related to “Solid Waste Bylaw No. 2469, 2025”, attached to and forming part of this Amendment Bylaw;
- d) Repealing Schedule B18 related to the “Environmental Protection Bylaw No. 2000, 2012” and replacing with Schedule B18 related to “Environmental Protection Bylaw No. 2426, 2025”, attached to and forming part of this Amendment Bylaw;
- e) Adding Schedule B23 related to the “Tree Protection Bylaw No. 2427, 2025” as set out in Schedule B23, attached to and forming part of this Amendment Bylaw;
- f) Adding Schedule B24 related to the “Whistler Municipal Heliport Bylaw No. 2490, 2025” as set out in Schedule B24, attached to and forming part of this Amendment Bylaw; and

GIVEN FIRST, SECOND and THIRD READINGS this 10 day of June, 2025.

RESCINDED AND REREAD THIRD READING this \_\_\_\_ day of \_\_\_\_\_, 2025.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
J. Crompton,  
Mayor

\_\_\_\_\_  
P. Lysaght,  
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Municipal Ticket Information System Implementation Amendment Bylaw (Environmental, Tree Protection, Solid Waste, Building and Heliport) No. 2478, 2025".

## SCHEDULE B1

“Building Regulation Bylaw No. 2482, 2025”

Designated Expression	Section	Fine
Commence work without a valid permit	6.1	\$3000
Occupy or permit to occupy without a valid permit	6.2	\$3000
Submit false or misleading information	6.3	\$3000
Alter documents filed with building official	6.4	\$3000
Tamper with a posted notice	6.5	\$3000
Unauthorized work at variance with valid permit	6.6	\$3000
Obstruct entry of authorized official on property	6.7	\$3000
Civic address posted on premises	6.8	\$3000
Conceal construction without authorization	6.9	\$3000
Violate Stop Work Order	6.10	\$3000
Violate Do Not Occupy Notice	6.11	\$3000
Allow loose or blowing debris	6.12	\$3000
Damage to Municipal works or property	6.13	\$3000
Construction to extend outside the boundaries of the property	6.14	\$3000
Fill a pool without a fence	6.15	\$3000
Direct connection from pool to sewer system	6.16	\$3000
No approved backflow prevention device for a pool	6.17	\$3000

## SCHEDULE B8

“Solid Waste Bylaw No. 2469, 2025”

Designated Expression	Section(s)	Fine
Dispose of solid waste from outside the RMOW	9	\$1500
Failure to properly control wildlife attractants on a commercial site	10 (c)	\$3000
Unlawful use of RMOW receptacle or container	11	\$1500
Failure to properly dispose of recyclable material	12, 31 (c)	\$1500
Failure to properly dispose of organics	13	\$1500
Failure to properly dispose of landfill waste	14	\$1500
Failure to properly dispose of hazardous waste	15	\$1500
Failure to dispose of waste at an approved location	16, 17	\$1500
Failure to properly dispose of oversize materials	19	\$1500
Failure to properly dispose of construction and demolition waste	20	\$1500
Failure to properly dispose of wood waste	20	\$1500
Failure to properly dispose of gypsum board	22	\$1500
Failure to maintain wildlife proof containers or enclosures	30	\$1500
Failure to separate solid waste	31 (a), (c)	\$1500
Failure to provide a wildlife proof enclosure	31 (b)	\$3000
Failure to install and maintain proper signage	31 (d), 33	\$1500
Failure to properly store, handle, and dispose of any wildlife attractant	35 (a), (b)	\$1500
Failure to prevent wildlife from accessing a bird feeder	35 (c)	\$1500
Feed dangerous wildlife	35 (d)	\$3000

## SCHEDULE B18

“Environmental Protection Bylaw No. 2426, 2025”

Designated Expression	Section	Fine
Cause or permit pollution of stream or stormwater system	4 (a)	\$3000
Cause or permit obstruction to flow of stream or stormwater system	4 (b)	\$3000
Failure to comply with notice to remedy spill or obstruction to stream or stormwater system	5	\$3000
Failure to contain spill of pollution to stream or stormwater system	6 (a)	\$3000
Failure to take immediate steps to remove obstruction to stream or stormwater system	6 (b)	\$3000
Failure to notify about spill of polluting substance to stream or stormwater system	8	\$3000
Sow, plant, deposit or release of an invasive species	11 (a)	\$3000
Cause the spread of invasive species through movement of plants, soil, water	11 (b)	\$3000
Failure to comply with notice to treat or remove invasive species	11 (c)	\$3000
Sale or distribution of invasive species	11 (d)	\$3000
Treat or remove invasive species in contravention of approved methods	11 (e)	\$2400
Cut, damage or destroy any tree or plant on municipal land	13 (a)	\$3000
Remove any rock, soil, tree or plant on municipal land	13 (b)	\$3000
Deposit any road aggregates, sand or gravel on municipal land	13 (d)	\$2400
Encroach on municipal land (E.g. enclosure, landscaping)	13 (e)	\$3000
Construct, erect, or occupy any structure or object on municipal land	13 (f)	\$3000
Cause or permit the spill of a polluting substance onto municipal land	13 (g)	\$3000
Failure to comply with notice to remediate encroachment	16	\$3000
Disturb soil or vegetation in a riparian area in contravention of a permit	17 (a)	\$3000
Works in a riparian area not in accordance with professional QEP report	17 (d)	\$3000
Failure to comply with notice to remediate riparian area	21	\$3000
Obstruct inspection	24	\$3000

**SCHEDULE B23**

“Tree Protection Bylaw No. 2435, 2025”

<b>Designated Expression</b>	<b>Section</b>	<b>Fine</b>
Cut a tree without a required permit	5	\$3000
Failure to comply with conditions of a permit	19	\$3000
Failure to protect or prevent damage to Critical Root Zone of a retained Significant Tree	51	\$3000
Failure to erect barrier around Critical Root Zone of a retained Significant Tree	52	\$2400
Obstruct inspection	54	\$3000

**SCHEDULE B24**

“Whistler Municipal Heliport Bylaw No. 2490, 2025”

<b>Designated Expression</b>	<b>Section(s)</b>	<b>Fine</b>
Failure to pay landing fees	3	\$3000
Failure to pay overnight helicopter parking fees	5	\$3000
Unsafe site-specific conduct (e.g., road vehicles entering the landing pad, taxiway, or safety zones)	9, 10	\$3000
Violating municipal restrictions or temporary suspension of operations	11	\$3000
Failure to report damage to heliport property or a spill requiring site remediation	12	\$3000

## RESORT MUNICIPALITY OF WHISTLER

### WHISTLER MUNICIPAL HELIPORT BYLAW NO. 2490, 2025

#### A BYLAW TO IMPOSE FEES AND CHARGES AND ESTABLISH OPERATIONAL REQUIREMENTS AT THE WHISTLER MUNICIPAL HELIPORT

---

**WHEREAS** the Resort Municipality of Whistler (RMOW) deems it desirable to provide for the operation, maintenance and management of the Whistler municipal heliport legally described as:

Block J of District Lots 3760 and 7772  
Group 1  
New Westminster District  
(Heliport)

**AND WHEREAS** pursuant to the *Community Charter*, the Council of the RMOW may, by bylaw, set fees or charges in respect of all or part of a service of the RMOW, or for the use of property of the RMOW;

**NOW THEREFORE** the Council of the RMOW, in open meeting assembled, **ENACTS AS FOLLOWS:**

#### CITATION

1. This bylaw may be cited for all purposes as "Whistler Municipal Heliport Bylaw 2490, 2025" (Bylaw).

#### FEE SCHEDULE

2. The fees and charges for use of the Heliport shall be as shown on Schedule A, attached to and forming part of the Bylaw.

#### LANDING FEES

3. The landing fees set out in Schedule A are charged per landing. Each time a helicopter lands at the Heliport constitutes a separate landing, regardless of the number of landings made within a single day or operation.

#### EXEMPTIONS FROM LANDING FEES

4. The following helicopters are exempt from paying landing fees:
  - a) helicopters that are owned or operated by, or subcontracted to, a company holding a current lease at the Heliport; and
  - b) helicopters used for medical emergency situations and air transport for medical patients.

## HELICOPTER PARKING

5. Helicopters that wish to park at the Heliport past sunset or for extended stays are subject to additional fees as set out in Schedule A and must pre-arrange the parking through the current Heliport management services operator.
6. The RMOW assumes no responsibility or liability for any helicopter parked on Heliport property. Parking of a helicopter, whether attended, unattended, or overnight is entirely at the owner and/or operator's risk.

## HELICOPTER SAFETY REQUIREMENTS

7. Helicopters may only conduct landing, take-offs, on-ground movements, and other operational activity at the Heliport during daylight hours (sunrise to sunset), except where night operations are permitted under section 13.
8. Helicopter operators are responsible for the safe conduct of their helicopter while on-site, including the safe loading and unloading of passengers and cargo.
9. All road vehicles are prohibited from entering active helicopter surfaces, including the landing pad, taxiway, and safety zones. This includes, but is not limited to, driving up airside to a helicopter.
10. All road vehicles shall remain in the designated parking areas.
11. The RMOW reserved the right to temporarily restrict or suspend Heliport operations at any time for safety, operational or other municipal purposes, without prior notice.
12. The following must be reported to immediately to the current Heliport management services operator and may be subject to repair or remediation fees at the helicopter owner's expense:
  - a) damage to Heliport property; or
  - b) Release of fuel, oil, hydraulic fuel, or any other harmful substance on Heliport property.

## NIGHT OPERATIONS

13. Night operations, defined as after sunset and before sunrise, including landings, takeoffs, or repositioning, shall only be permitted at the Heliport if the helicopter meets the light and operational standards as outlined in *Transport Canada Advisory Circular (AC) 301-001 – Heliports*, and all other applicable aviation regulations.

## REGULATORY COMPLIANCE

14. All helicopter operators landing, taking off, or conducting any ground movements at the Heliport must comply with all applicable aviation laws,



regulations, and standards, including but not limited to the *Canadian Aviation Regulations* and *Transport Canada Advisory Circular (AC) 301-001 – Heliports*.

## SEVERABILITY

15. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the Bylaw is deemed valid.

## BYLAW AND LEGISLATION CHANGES

16. If any legislation or bylaws referred to in the Bylaw, including provincial or federal statutes and regulations and RMOW bylaws are amended, repealed and replaced, or otherwise updated, the most current version is deemed to be in effect.

GIVEN FIRST, SECOND and THIRD READINGS this 8 day of July, 2025.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Jack Crompton,  
Mayor

---

Pauline Lysaght,  
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Whistler Municipal Heliport Bylaw No. 2490, 2025".

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## SCHEDULE A

### WHISTLER MUNICIPAL HELIPORT FEES

Note: Fees do not include applicable taxes.

#### 1. HELICOPTER LANDING FEES

Helicopter Type	Definition	Fee
Light Helicopter	Maximum take-off weight is less than or equal to 2,720 kg	\$70.00
Medium Helicopter	Maximum take-off weight is greater than 2,720 kg and less than or equal to 5,670 kg	\$90.00
Heavy Helicopter	Maximum take-off weight is greater than 5,670 kg	\$130.00

#### 2. HELICOPTER PARKING FEES

Length of Stay	Fee
First Overnight (sunset to sunrise)	\$100.00
Each subsequent 24 hour (or part thereof) stay	\$100.00

#### 3. REPAIR OR REMEDIATION CHARGES

Repair/Remediation Charges	Fee
Repair costs due to damage to Heliport property	Cost of repair + 10% administration fee
Remediation costs due to release of fuel, oil, hydraulic fuel, or any other harmful substance on Heliport property	Cost of remediation + 10% administration fee

**RESORT MUNICIPALITY OF WHISTLER**

**BUILDING REGULATION BYLAW NO. 2482, 2025**

**A BYLAW FOR THE ADMINISTRATION OF THE BUILDING CODE AND  
THE REGULATION OF CONSTRUCTION IN WHISTLER**

---

**WHEREAS** the Council of the Resort Municipality of Whistler (“RMOW”) has the authority to enact this Bylaw to regulate construction and administer the British Columbia *Building & Plumbing Code* in the RMOW in accordance with the *Community Charter* and the *Building Act*;

**AND WHEREAS** the Council of the RMOW may by bylaw, regulate, prohibit and impose requirements in respect of buildings and structures under the authority of the *Community Charter* relating to :

- (a) the provision of access to a building or other structure, or to part of a building or other structure, for a person with disabilities;
- (b) the conservation of energy or water;
- (c) the reduction of greenhouse gas emissions; and
- (d) the health, safety or protection of persons or property;

**AND WHEREAS** the RMOW has employed trained building officials for the purposes of this Bylaw;

**NOW THEREFORE** the Council of the RMOW, in open meeting assembled, **HEREBY ENACTS AS FOLLOWS:**

**PART 1 CITATION**

1.1 This bylaw may be cited as “Building Regulation Bylaw No. 2482, 2025” (Bylaw).

**PART 2 TABLE OF CONTENTS**

<b>PART 1</b>	<b>CITATION .....</b>	<b>1</b>
<b>PART 2</b>	<b>TABLE OF CONTENTS .....</b>	<b>1</b>
<b>PART 3</b>	<b>SEVERABILITY .....</b>	<b>2</b>
<b>PART 4</b>	<b>PURPOSE OF THE BYLAW .....</b>	<b>3</b>
<b>PART 5</b>	<b>SCOPE AND EXEMPTIONS .....</b>	<b>3</b>
<b>PART 6</b>	<b>PROHIBITIONS.....</b>	<b>5</b>
<b>PART 7</b>	<b>POWERS OF A BUILDING OFFICIAL .....</b>	<b>6</b>
<b>PART 8</b>	<b>OWNER’S RESPONSIBILITIES.....</b>	<b>9</b>

<b>PART 9</b>	<b>OBLIGATIONS OF CONSTRUCTOR .....</b>	<b>11</b>
<b>PART 10</b>	<b>REGISTERED PROFESSIONAL'S RESPONSIBILITIES .....</b>	<b>11</b>
<b>PART 11</b>	<b>PERMIT APPLICATIONS REQUIREMENTS .....</b>	<b>13</b>
<b>PART 12</b>	<b>BUILDING MOVE &amp; PLACEMENT PERMIT .....</b>	<b>35</b>
<b>PART 13</b>	<b>DEMOLITION PERMITS .....</b>	<b>37</b>
<b>PART 14</b>	<b>FIRE ALARM PERMITS.....</b>	<b>38</b>
<b>PART 15</b>	<b>MECHANICAL VENTILATION AND HEATING PERMITS.....</b>	<b>38</b>
<b>PART 16</b>	<b>PLUMBING AND FIRE SUPPRESSION PERMITS.....</b>	<b>39</b>
<b>PART 17</b>	<b>POOLS, INCLUDING INGROUND POOLS AND HOT TUBS .....</b>	<b>40</b>
<b>PART 18</b>	<b>RETAINING WALLS AND GRADES .....</b>	<b>42</b>
<b>PART 19</b>	<b>SOLAR HOT WATER &amp; PHOTOVOLTAIC SOLAR PANEL PERMIT .....</b>	<b>43</b>
<b>PART 20</b>	<b>TEMPORARY PERMIT .....</b>	<b>44</b>
<b>PART 21</b>	<b>STORAGE RACKING PERMIT .....</b>	<b>45</b>
<b>PART 22</b>	<b>SOLID FUEL BURNING APPLIANCE PERMIT .....</b>	<b>45</b>
<b>PART 23</b>	<b>EXTERIOR ENVELOPE RESTORATIONS .....</b>	<b>46</b>
<b>PART 24</b>	<b>SITE ALTERATION.....</b>	<b>46</b>
<b>PART 25</b>	<b>ACCESS ROUTE FOR FIRE DEPARTMENT ACCESS .....</b>	<b>47</b>
<b>PART 26</b>	<b>FIRE FIGHTING WATER SUPPLY FOR PART 9 BUILDINGS.....</b>	<b>48</b>
<b>PART 27</b>	<b>CLIMATIC DATA .....</b>	<b>49</b>
<b>PART 28</b>	<b>ENERGY CONSERVATION and GHG EMISSIONS REDUCTION .....</b>	<b>49</b>
<b>PART 29</b>	<b>NUMBERING OF BUILDINGS .....</b>	<b>50</b>
<b>PART 30</b>	<b>OFFENCES AND ENFORCEMENT .....</b>	<b>51</b>
<b>PART 31</b>	<b>INTERPRETATION .....</b>	<b>52</b>
<b>PART 32</b>	<b>DEFINITIONS.....</b>	<b>52</b>
<b>PART 33</b>	<b>REPEAL.....</b>	<b>59</b>
<b>PART 34</b>	<b>IN FORCE .....</b>	<b>59</b>

### **PART 3 SEVERABILITY**

- 3.1 The provisions of this Bylaw are intended to be severable. If any section, subsection, paragraph, subparagraph or phrase in this Bylaw is for any reason declared invalid by a court of competent jurisdiction, that decision should not affect the validity of any other portion of the Bylaw.

**PART 4 PURPOSE OF THE BYLAW**

- 4.1 Despite any other provisions in this Bylaw, this Bylaw must be interpreted in accordance with this part.
- 4.2 Every Permit issued under this Bylaw is issued expressly subject to the provisions of this part.
- 4.3 This Bylaw is enacted to regulate, prohibit, and impose requirements regarding Construction in the RMOW in the public interest.
- 4.4 The purpose of this Bylaw does not extend to:
- (a) the protection of Owners, Designers, Constructors, or any other persons from economic loss;
  - (b) the assumption by the RMOW or any Building Official of any responsibility for ensuring compliance by any Owner, Owner's Agents or any employees, Constructors or Designers retained by the Owner, with the Building Code, the requirements of this Bylaw, or other applicable enactments, codes or standards;
  - (c) providing any person with a warranty of design or workmanship with respect to any Building or Structure for which a Permit, Occupancy Permit or File Completion Notice is issued under this Bylaw;
  - (d) providing any person with a warranty or assurance that Construction undertaken under Permits issued by the RMOW is free from latent, or any defects; or
  - (e) the protection of adjacent real property from incidental damage or nuisance.

**PART 5 SCOPE AND EXEMPTIONS****Application**

- 5.1 This Bylaw applies to the geographical area of the RMOW and to Land, the surface of water, air space, Buildings, or Structures in the RMOW.
- 5.2 Subject only to the exceptions in section 5.4, this Bylaw applies to the design, Construction, and Occupancy of new Buildings and Structures, and the Alteration, reconstruction, demolition, removal, or relocation of Existing Buildings and Structures.
- 5.3 Metric units are used for all measurements in this Bylaw; however, where necessary the approximate equivalent of those units in commonly used units of imperial measure (feet, inches, etc.) are shown in brackets following each metric measurement and such bracketed figures are included for convenience only and do

not form part of this Bylaw. Any ambiguity, conflict, or inconsistency between the metric measurements and the imperial measurements will be resolved by giving precedence to the metric measurements.

5.4 This Bylaw does not apply to:

- (a) a fence, except as set out in Part 17 of this Bylaw;
- (b) an accessory building with a floor area of less than 10m<sup>2</sup> that does not contain electrical, fuel-burning or plumbing facilities;
- (c) a trellis or arbour;
- (d) a Retaining Wall less than 1.22m in height, constructed only for the purpose of supporting Soil, which does not, constitute a potentially Unsafe Condition and which is not part of a sequence of Retaining Walls, spaced less than two horizontal to one vertical from each other;
- (e) landscaping or other surfacing of Land, except when creating a public parking lot;
- (f) bridges other than pedestrian and vehicular bridges attached to Buildings;
- (g) docks or wharves;
- (h) decks or patios which are less than 600mm from the ground or finished Grade, which are not attached to a Building and have no walls or roofs;
- (i) repair and maintenance of lawfully conforming Buildings or Structures where the level of life safety and Building performance shall not be decreased below a level that already exists, because of the repair or maintenance in question and includes but is not limited to;
  - i. repair and maintenance or limited replacement that is less than 10% of the Fenestration products in a 12-month period of roofing, cladding and Fenestration;
  - ii. the cleaning or repair of mechanical heating and ventilation systems other than commercial ventilation systems; and
  - iii. the clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, or the replacement of tubs, showers, toilets, lavatories or sinks if the Construction does not involve or require the rearrangement of valves, pipes or fixtures, or hot water tanks.
- (j) a Storage Racking system less than 2.6m in height that is not machine loaded for commercial or industrial uses.

**Limited Application to Existing Buildings**

- 5.5 Except as specifically provided in the Building Code or this Bylaw, this Bylaw shall not be interpreted as requiring a Building constructed to completion or under construction pursuant to a Permit issued before the enactment of this Bylaw to be reconstructed or altered to meet the standards in this Bylaw or the Building Code.

- 5.6 If an Alteration is made to an Existing Building, the Alteration must comply with this Bylaw and the Building Code and the entire Building must be made to comply with this Bylaw and the Building Code, but only to the extent necessary to address any new Building Code compliance issues introduced in the remainder of the Building as a result of the Alteration.
- 5.7 If an Alteration creates an Addition to an Existing Building, the Alteration or Addition must comply with this Bylaw and the Building Code and the entire Building must be made to comply with this Bylaw and the Building Code, but only to the extent necessary to address any new Building Code compliance issues introduced in the remainder of the Building as a result of the Alteration or Addition.
- 5.8 Where a Building is demolished, deconstructed, or damaged by fire, decay, storm, or otherwise, to an extent greater than 75 per cent of its Assessed Value upon its Foundations, this Bylaw applies to any repair, reconstruction or replacement of the Building as if it were a new Building, and the entire Building must comply with the Building Code.

## **PART 6 PROHIBITIONS**

- 6.1 A person shall not commence or continue any Construction, or any other activity or undertaking, to which this Bylaw applies except in accordance with:
- (a) the requirements of the Building Code and this Bylaw; and
  - (b) a valid and subsisting Permit for the Construction, issued under this Bylaw.
- 6.2 A person shall not occupy or permit the Occupancy of, any Building or Structure or part thereof, for which a Permit under this Bylaw has been issued, contrary to the terms of such Permit unless a Building Official has issued an Occupancy Permit.
- 6.3 A person shall not knowingly submit false or misleading information to a Building Official in relation to any Permit application or Construction undertaken pursuant to this Bylaw.
- 6.4 Except in accordance with this Bylaw, a person shall not erase, alter, or modify plans and supporting documents filed for reference with the Building Official, including acceptance of revised plans or supporting documents after the same has been Accepted by the Building Official or a Permit has been issued.
- 6.5 A person shall not reverse, alter, deface, cover, remove, or in any way tamper with any notice, Permit, or certificate posted or affixed to a Building or Structure pursuant to this Bylaw, unless authorized in writing by a Building Official.
- 6.6 A person shall not do any Construction that is substantially at variance with the Accepted design or plans of a Building, Structure, or other Construction for which a

Permit has been issued unless that variance has been authorized in writing by a Building Official.

- 6.7 A person shall not interfere with or obstruct the entry of a Building Official or other authorized RMOW official to a property in the administration of this Bylaw.
- 6.8 A person shall not Construct on a Parcel unless the civic address is conspicuously posted on the front of the premises or on a signpost so it may be easily read from the public Highway from which it takes its address.
- 6.9 A person shall not cover or conceal any Construction required to be inspected under this Bylaw without first obtaining written authorization from a Building Official.
- 6.10 A person shall not continue any Construction if a Stop Work Order is posted by a Building Official or Bylaw Officer, other than the permitted Construction outlined on the Stop Work Order.
- 6.11 A person shall not occupy a Building, Structure, or any part of it, if a Do Not Occupy Notice is posted by a Building Official, Bylaw Officer or Fire Chief.
- 6.12 A person shall not allow loose or blowing debris and all Projects shall be subject to a continuous and effective program of dust control during the various phases of Construction.
- 6.13 A person shall not alter, allow or cause damage to Municipal Works or property.
- 6.14 A person shall not allow Construction to extend outside the boundaries of the property on which the Construction is or has been permitted to be located and shall otherwise ensure that the Construction does not adversely affect adjacent properties.
- 6.15 A person shall not place water within a Pool until a Pool fence or equivalent temporary barrier is inspected and Accepted by a Building Official is put in place.
- 6.16 A person shall not allow a direct connection to be made between any sewer or any other drainage system and any line connected to a Pool as required under the Environmental Protection Bylaw No. 2426, 2025.
- 6.17 A person shall not allow a Pool to be designed with a direct connection from the domestic water supply below the flood level of the Pool unless protected by an approved backflow prevention device.

## **PART 7 POWERS OF A BUILDING OFFICIAL**

### **Administration**

- 7.1 Words defining the authority of Building Officials are to be construed as internal administrative powers and not as creating a duty.



7.2 A Building Official may:

- (a) administer this Bylaw, but owes no public duty to enforce or administer this Bylaw;
- (b) keep records of applications received; Permits, notices and orders issued; and inspections and tests made;
- (c) retain copies of all digital, or hard copy papers, and documents connected with the administration of this Bylaw;
- (d) establish or require an Owner to establish whether a method or type of Construction or material used in the Construction of a Building or Structure complies with the requirements and provisions of this Bylaw and the Building Code;
- (e) direct that tests of materials, equipment, devices, construction methods, structural assemblies or Foundations be carried out, or that sufficient evidence or proof be submitted by the Owner, or at the Owner's sole expense, where such evidence or proof is necessary to determine whether the material, equipment, device, Construction or Foundation condition complies with this Bylaw and the Building Code.

**Refusal and Revocation of Permits**

7.3 A Building Official may refuse to issue a Permit where:

- (a) the proposed Construction will contravene the requirements of the Building Code or the provisions of this or any other bylaw of the RMOW;
- (b) the proposed Construction requires a Development Permit and the RMOW has not issued a Development Permit, or the proposed Construction is not in compliance with an issued Development Permit that is still valid;
- (c) the results of the tests on materials, devices, construction methods, structural assemblies or Foundation conditions are not satisfactory to the Building Official;
- (d) the Parcel referred to in the Permit application does not:
  - i. have vehicular access; or
  - ii. meet requirements of other RMOW Bylaws: or
- (e) the Building Official has identified, on the Parcel that is the subject of the Permit application, an outstanding, ongoing or otherwise unresolved violation of this or any other Bylaw of the RMOW regarding the Construction, Occupancy or use of any Building, Structure or part thereof.

and if a Building Official refuses to issue a Permit, the Building Official must give the Owner written reasons for the refusal.

7.4 A Building Official may:

7.4.1 revoke a Permit if:

- (a) a condition under which the Permit was issued is violated.
- (b) any requirement of the Building Code or of this Bylaw or another related bylaw of the RMOW is violated;
- (c) the Permit was issued in error;
- (d) Homeowner Protection Office Registration under the *Homeowner Protection Act* ("HP Act") is cancelled or terminated;
- (e) the Building Official determines the Permit was issued based on false or incorrect information; or
- (f) the results of any tests carried out pursuant to, or required by, the Permit are not satisfactory to the Building Official.

7.5.2 deliver the revocation of such Permit by a written notice to the Owner.

### **Right of Entry**

- 7.5 Subject to Section 16 of the *Community Charter*, a Building Official has the authority to enter on or into any property at any time to ascertain whether the requirements of this Bylaw are being met or has any reason to believe that an Unsafe Condition exists.

### **Powers**

- 7.6 Subject to applicable enactments, a Building Official may, by notice in writing, require:
- (a) a person or Owner who contravenes any provision of this Bylaw to comply with that provision within the time ordered;
  - (b) an Owner to stop Construction on a Building or Structure, or any part thereof, if the Construction is proceeding in contravention of this Bylaw, the Building Code, or any other enactment of the RMOW or other applicable enactments, or if there is deemed to be an Unsafe Condition, and may enter any property to affix or post a Stop Work Order;
  - (c) an Owner to remove or prevent any unauthorized encroachment on a public Parcel, a statutory right of way or easement, or a setback required under any enactment;
  - (d) an Owner to remove any Building or Structure, or any part thereof, constructed in contravention of this Bylaw;
  - (e) an Owner to have Construction inspected by a Building Official prior to covering;

- (f) an Owner to uncover and replace, at the Owner's expense, any Construction that has been covered without inspection contrary to this Bylaw or an order issued by a Building Official;
- (g) a person to cease any use or Occupancy that contravenes this Bylaw;
- (h) a person to cease any use or Occupancy if any Unsafe Condition exists because of Construction being undertaken but not complete and where the Building Official has not issued a File Completion Notice or Occupancy Permit for the Construction; and
- (i) an Owner to correct any Unsafe Condition, or Construction that contravenes this Bylaw, the Building Code, or any other enactment.

7.7 Every reference to "Owner" in section 7.6 includes a reference to the Constructor.

7.8 Every person served with a notice under this part must comply with that notice:

- (a) within the time ordered, or
- (b) if no time is ordered, immediately.

## **PART 8 OWNER'S RESPONSIBILITIES**

### **Owner's Obligations**

8.1 Every Owner shall, in respect of any Construction carried out or otherwise occurring on Land that a person owns:

- (a) comply with the Building Code, the requirements of this Bylaw, and the conditions of a Permit, and shall not omit any Construction required by the Building Code, this Bylaw, or the conditions of a Permit; and
- (b) ensure that all Permits, plans, specifications, and supporting documents on which a Permit is based; all municipal inspection certificates; and all professional Field Reviews are available at the site of the Construction for inspection during working hours of the Building Official, and that all Permits are posted conspicuously on the site during the entire execution of the Construction; and

8.2 None of the:

- (a) issuance of a Permit under this Bylaw,
- (b) the review of plans and supporting documents by a Building Official, or
- (c) inspections made by a Building Official or other Registered Professional

shall relieve the Owner from full and sole responsibility to perform the Construction in strict accordance with this Bylaw, the Building Code, and all other applicable codes, standards, and enactments.

8.3 Every Owner to whom a Permit is issued shall, during Construction:

- (a) in accordance with section 6.8, post a civic address on the Parcel so that it may be easily read from the road from which the property takes its address;
- (b) post the Permit placard on the property so that it may be easily read from the road from which the property takes its address;
- (c) provide Building Officials with safe access to the Construction site and all areas requiring inspection;
- (d) ensure the Construction site is maintained free of loose or blowing debris and is subject to a continuous and effective program of dust control during the various phases of Construction; and
- (e) ensure that any applicable Whistler Fire Rescue Service fire exemption permits are in place at the required fire rating restriction times.

#### **Damage or Alteration to Municipal Works**

8.4 Every Owner shall be responsible for the cost of repairing and cleaning up any damage or non-authorized Alterations to Municipal Works that occurs during and arises directly or indirectly from the Construction authorized by the Permit. In the event of damage:

- (a) the Owner shall pay to the RMOW, within 30 days of receiving an invoice from the RMOW, the cost to repair any damage to Municipal Works arising directly or indirectly for which a Permit was issued; and
- (b) if the invoice for the repairs is not paid within 30 days, the amount may be added to the Owner's property taxes.

#### **Notice**

8.5 Every Owner shall provide a Building Official with at least 48 hours notice of any change in, or termination or engagement of, a Registered Professional, including Coordinating Registered Professional, during Construction.

8.5.1 If an Owner terminates the engagement of a Registered Professional, including the Coordinating Registered Professional, the Owner shall cease all Construction under a Permit until the Owner has engaged a new Registered Professional, including a Coordinating Registered Professional, and has delivered to a Building Official new letters of assurance in the form of a Schedule

A & B as outlined in the Building Code.

- 8.6 Every Owner shall provide a notice in writing to a Building Official and pay the applicable fee, as set out in the Fees Bylaw, immediately upon any change in ownership of the Owner, which occurs prior to the issuance of an Occupancy Permit.
- 8.7 Every Owner shall provide such other notice to a Building Official as may be required by the Building Official or by a provision of this Bylaw.
- 8.8 Every Owner shall obtain, prior to the Occupancy of a Building or part thereof, the Occupancy Permit from the Building Official to occupy the Building or part thereof, pursuant to Part 11.

## **PART 9 OBLIGATIONS OF CONSTRUCTOR**

- 9.1 No Constructor shall carry out Construction except in compliance with all requirements of the Building Code, this Bylaw and all other applicable codes, standards, and enactments.
- 9.2 No Constructor shall carry out any Excavation or other Construction on public property, disturb public property, erect any Building or Structure on public property, or store materials or equipment on public property, in whole or in part, without approval in writing from the Owner or appropriate authority over such public property.
- 9.3 For the purposes of the administration and enforcement of this Bylaw, every Constructor is jointly and severally responsible with the Owner for all Construction undertaken under a Permit or otherwise.

## **PART 10 REGISTERED PROFESSIONAL'S RESPONSIBILITIES**

### **Professional Design and Field Review**

- 10.1 The provision by the Owner to the RMOW of letters of assurance in accordance with the requirements of the Building Code shall occur prior to:
- (a) the pre-Occupancy site review coordinated by the Coordinating Registered Professional or other Registered Professional for a Part 3 Building; or
  - (b) an Occupancy inspection for a Part 9 Building in circumstances where letters of assurance have been required in accordance with the requirements of the Building Code, in which case the Owner shall provide the RMOW with letters of assurance in the form of Schedules C-A or C-B, as appropriate, as outlined in the Building Code.
- 10.2 If a Registered Professional provides letters of assurance in accordance with the Building Code, they must also provide adequate proof of professional liability insurance to the Building Official.

**Requirement for a Registered Professional**

10.3 The Owner must retain a Registered Professional to provide a professional design and plan certification and letters of assurance in the form of Schedules A, B, C-A and C-B, as referred to in the Building Code, in respect of a Permit application:

- (a) for a Part 3 Building, prior to the pre-Occupancy site review coordinated by the Coordinating Registered Professional or other Registered Professional; or
- (b) for a Part 9 Building, prior to an Occupancy inspection in circumstances where letters of assurance have been required in accordance with the requirements of the Building Code;
- (c) for a building that is designed with common egress systems for the occupants and requires the use of Firewalls in accordance with the Building Code;
- (d) prior to Alterations to a Building, or to a structural component of a Building described in paragraph (b);
- (e) for a Building in respect of which the Building Official determines that site conditions, size or complexity so warrant in the interests of safety of persons or protection of property under the Building Code;
- (f) if the Building envelope components of the Building fall under Division B Part 3 of the Building Code, the Building contains more than 5 (five) dwellings, or if the building envelope does not comply with the prescriptive requirements of Division B - Part 9 of the Building Code; and
- (g) for a Parcel of Land on which a Building or Structure is proposed if the Building Official believes the Parcel is, or is likely to be, within the Flood Plain, subject to flooding (including high groundwater), mudflows, debris flows, debris torrents, erosion, landslip, rock falls, subsidence or avalanche, and the requirements for a Professional Design is in addition to a requirement under Division 8 of Part 3 of the *Community Charter* and requires:
  - i. a report certified by a professional engineer with experience in geotechnical engineering that the Parcel may be used safely for the use intended, and
  - ii. that the plans submitted with the application comply with the relevant provisions of the Building Code and applicable Bylaws of the RMOW.

10.4 The Building Official may require any Registered Professional carrying out the Professional Design and Field Review required under section 10.3 to provide evidence that they have experience and expertise in respect of the Professional Design and Field Review of the context and scope required and at the discretion of the Building Official, a peer review may be required prior to the acceptance of any Professional Design or Field Reviews conducted by a Registered Professional.

- 10.5 Where there are three (3) or more Registered Professionals involved in a Project, a Building Code Schedule A – Confirmation of Commitment by Owner and Coordinating Registered Professional shall be provided at time of Permit application.

### **Professional Plan Certification**

- 10.6 The letters of assurance in the form of Schedules A and B as referred to in subsection 2.2.7, Division C, of the Building Code and referred to in sections 10.1 and 10.3 are relied upon by the RMOW and its Building Officials as certification that the design and plans to which the letters of assurance refer comply with the Building Code, this Bylaw and other applicable enactments.
- 10.7 Letters of assurance must be in the form of Schedules A and B referred to in subsection 2.2.7, Division C, of the Building Code.
- 10.8 For a Permit issued for the Construction of a Part 3 Building, the Building Official shall provide the Owner with a notice that the Permit is issued in reliance on the certification of the Registered Professional that the Professional Design and plans submitted in support of the application for the Permit comply with the Building Code and other applicable enactments. Any failure on the part of the Building Official to provide the Owner with the notice will not diminish or invalidate the reliance by the RMOW or its Building Officials on the Registered Professionals.
- 10.9 If a Permit is issued for the Construction of a Part 3 Building, the Permit fee is reduced as set out in the Fees Bylaw.

## **PART 11 PERMIT APPLICATIONS REQUIREMENTS**

- 11.1 An Owner may apply for a Permit under this Bylaw by:
- (a) completing the relevant application form, as amended or updated from time to time;
  - (b) providing all information required for the application as set out in this Bylaw, and any further information reasonably required by the Building Official to evaluate and assess the application for compliance with this Bylaw, the Building Code, and other relevant enactments; and
  - (c) pay the required fee, as set out in the Fees Bylaw.
- 11.2 The Building Official may prescribe the form and content of application forms for the purposes of this Bylaw, and in so doing may prescribe different forms for different types of Permits based on the nature or complexity of the application.

**Types of Permits**

- 11.3 Without limiting the authority to establish different application requirements for different types of Permits, depending on the scope of Construction proposed by a person who applies for a Permit, a Building Official may accept an application and issue a Permit for any one or more of the following:
- (a) Building Move or Placement, in accordance with Part 12;
  - (b) Demolition or Partial Demolition of Buildings, in accordance with Part 13;
  - (c) Fire Alarms, in accordance with Part 14;
  - (d) Mechanical Ventilation and Heating, in accordance with Part 15;
  - (e) Plumbing and Fire Suppression Systems, in accordance with Part 16;
  - (f) Pools, including In-ground Pools and Hot Tubs, in accordance with Part 17;
  - (g) Retaining Walls, in accordance with Part 18;
  - (h) Solar Hot Water and Photovoltaic Solar Panel Systems, in accordance with Part 19;
  - (i) Temporary Buildings, in accordance with Part 20;
  - (j) Storage Racking, in accordance with Part 21;
  - (k) Solid Fuel-Burning Appliances, in accordance with Part 22;
  - (l) Exterior Envelope Renovation, in accordance with Part 23; and
  - (m) Site Alteration, in accordance with Part 24.
- 11.4 Prior to an application for a Permit, the Owner shall satisfy the following requirements or conditions, as applicable under the application:
- (a) ensure the proposed Building or Structure, or other Construction, complies with all Bylaws of the RMOW, or is authorized by a Development Permit, Development Variance Permit or the Board of Variance;
  - (b) the approving officer for the RMOW has approved the subdivision plan that, once registered, would create the Parcel on which the proposed Building or Structure will be Constructed, and the subdivision plan has been registered in the Land Title Office;
  - (c) has provided evidence to the Building Official showing that the person applying for the Permit is either the Owner of the Parcel that is the subject of the proposed



Permit, or is the Agent of the Owner, in which case, the Agent must provide the name and contact information of the Owner;

- (d) address the property or Building in accordance with RMOW requirements and Bylaws;
- (e) show proof of application for registration or exemptions for home warranty for Projects governed under the HP Act;
- (f) apply for and obtain approval from the RMOW and other applicable public authorities for an alternate Private Sewage Disposal System where the Parcel is not able to be connected to the RMOW's sewage disposal system;
- (g) apply for and obtain approval from the RMOW, and other applicable public authorities for an alternate water supply system where the Parcel is not able to be connected to the RMOW's water system; and
- (h) provide a design for an on-site stormwater drainage system where the Parcel is not connected to the RMOW's stormwater drainage system unless the Owner applies for and obtains approval from the RMOW to connect to the RMOW's stormwater system.

### **Permit Applications for Part 3 Buildings**

11.5 An application for a Permit with respect to a Part 3 Building shall:

- (a) be in such form as required by the Building Official and signed by the Owner or a signing officer if the Owner is a corporation;
- (b) include payment of the applicable application fee as prescribed in the Fees Bylaw;
- (c) be accompanied by the RMOW's current Owner's acknowledgement of responsibility and undertaking form signed by the Owner, or a signing officer if the Owner is a corporation;
- (d) ensure that plans submitted with a Permit application bear the name, phone number, address and email address of the Designer of the Building or Structure;
- (e) include a Building Code compliance summary including the applicable edition of the Building Code, (such as and without limitation the Building is designed under Part 3 of the Building Code, Major Occupancy classification(s) of the Building, Building Area, Building Height, number of streets the Building faces, accessibility requirements, Construction areas, washrooms, Firewalls and facilities);
- (f) include a copy of a survey plan prepared by a Land Surveyor registered by the Association of BC Land Surveyors or a certified member of the Applied Science Technologists and Technicians of British Columbia as a Registered in Site

Improvements Surveyor (either a Land Surveyor);

- (g) include a Construction fire safety plan as per Section 5.6 of the *British Columbia Fire Code*, a material staging plan and a trucking route plan;
- (h) include a site plan prepared by a Registered Professional showing: (all dimensions are to be shown in metric and imperial measurements)
  - i. the bearing and dimensions of the Parcel taken from the registered subdivision plan;
  - ii. the legal description and civic address of the Parcel;
  - iii. the location and dimensions of existing and proposed statutory rights of way, easements, covenant boundaries, and setback requirements, adjacent street and lane names;
  - iv. the location and dimensions of existing and proposed Buildings or Structures on the Parcel;
  - v. setbacks to the natural boundary of any lake, swamp, pond, stream or watercourse;
  - vi. north arrow;
  - vii. if applicable, location of an approved existing or proposed private or other alternative sewage disposal system, water supply system or stormwater drainage system;
  - viii. zoning analysis checklist in the RMOW current format;
  - ix. the location, dimensions and gradient of parking and parking access to:
    - a. proposed and existing setbacks to property lines for all Buildings, Structures and parking spaces; and
    - b. natural Grade along the property line;
  - x. natural and finished Grades in geodetic elevations at Building corners and significant breaks in the Building plan and proposed Grade around the Building faces in order to ascertain Foundation height;
  - xi. on-site stormwater management plan;
  - xii. First Storey floor elevation in geodetic elevation:
    - a. location, setbacks to property lines, setbacks between

Retaining Walls, and elevations of all Retaining Walls, steps, stairs and decks;

- xiii. line of upper floors and maximum Building Height in geodetic elevations;
- xiv. location and geodetic elevations of curbs, driveways, sidewalks, manholes, and Service poles;
- xv. location and depth of existing and proposed Service connections to:
  - a. top bank for streams and water courses; and
  - b. on-site access routes for firefighting and closest hydrant(s);
- xvi. Accessible paths of travel from the street to the Building;
- xvii. geodetic elevation of the underside of a wood floor system or the top of a finished concrete slab of a Building or Structure where the Zoning Bylaw, registered covenants or provincial flood mapping regulations establish siting requirements related to minimum floor elevation, and
- xviii. Where the Parcel of Land contains slopes in excess of 15 per cent, and upon the request of the Building Official, be accompanied by:
  - a. 0.5 m contours of the existing ground surface of the Parcel;
  - b. 0.5 m contours of the proposed final grading;
  - c. the elevation of all floor areas of the Building, the location of all retaining, driveways, parking areas and other Structures on the Parcel; and
  - d. the drainage provisions as outlined in the approved subdivision grading plans, if any, or the approved sedimentation control and stormwater management plans;

except that the Building Official may waive, in whole or in part, the requirements for a site plan, if the Permit is sought for repair or Alteration of an Existing Building or Structure;
- xix. include key plan;
- xx. include floor plans showing the dimensions and uses and Occupancy classification of all areas, including the dimensions and height of crawl and roof spaces; the location, size and swing of doors; the location, size and opening of windows; floor, wall and ceiling finishes; fire separations; plumbing fixtures; structural elements; and stair

dimensions; and

- xxi. include a minimum of two cross-sections through the Building or Structure in sufficient detail and locations to illustrate Foundations, drainage, ceiling heights and construction systems, including thermal and building envelope assemblies;
- (i) for Existing Buildings, include a key plan showing the location of the unit within the Building;
- (j) include elevations of all sides of the Building or Structure showing finish details, roof slopes, windows, doors, natural and finished Grade, spatial separations and ridge height to comply with the Building Code and to illustrate that the Building or Structure conforms with the Zoning Bylaw and any issued Development Permit that is still valid;
- (k) include cross-sectional details drawn at an appropriate scale and sufficient locations to illustrate that the Building or Structure conforms to the Building Code;
- (l) include all other requirements of Sections 2.2.1., 2.2.3, 2.2.4, 2.2.5, 2.2.6 and 2.2.9, Division C of the Building Code;
- (m) include copies of approvals required under any enactment relating to health and safety, including, without limitation, sewage disposal permits, Highway access permits and/or Ministry of Health approvals;
- (n) include a letter of assurance in the form of Building Code Schedule A, signed by the Owner, or a signing officer if the Owner is a corporation, and the Coordinating Registered Professional;
- (o) include letters of assurance in the form of Building Code Schedule B, each signed by such Registered Professionals as the Building Official or Building Code may require to prepare the design for, and conduct Field Reviews of, the Construction of the Building;
- (p) include two sets of drawings, at a suitable scale, of the design prepared by each Registered Professional containing the information set out in (g) to (l) of this section;
- (q) include calculations confirming proof of adequate water supply for firefighting as per Fire Underwriters FUS water supply;
- (r) include all documentation required by RMOW as amended, from time to time; and
- (s) include Alternative Solution as per section 11.33, as applicable.

11.6 In addition to the requirements of section 11.5 of this Bylaw, a Building Official may require the following to be submitted with a Permit application for the Construction of a Part 3 Building if the complexity of the proposed Building or Structure or siting circumstances warrant:

- (a) site servicing and on-site stormwater management drawings, including sufficient detail of Off-site Services to indicate locations at the property line, prepared and sealed by a Registered Professional, in accordance with the RMOW's subdivision servicing guidelines available through the Engineering Department; and
- (b) a section through the site showing Grades, Buildings, Structures, parking areas and driveways where any slopes on the Parcel exceed 10 per cent.

### **Permit Applications for Part 9 – Houses and Simple Buildings**

11.7 An application for a Permit with respect to a Part 9 Building shall:

- (a) be in such form as required by the Building Official, signed by the Owner, or a signing officer if the Owner is a corporation;
- (b) include payment of the applicable application fee, as prescribed within the Fees Bylaw;
- (c) be accompanied by the RMOW's current Owner's acknowledgement of responsibility and undertaking form, signed by the Owner, or a signing officer if the Owner is a corporation;
- (d) ensure that plans submitted with a Permit application bear the name, phone number, address and email address of the Designer of the Building or Structure;
- (e) include a copy of a survey plan prepared by a Land Surveyor;
- (f) include a site plan showing: (all dimensions are to be shown in metric and imperial measurements)
  - i. the bearing and dimensions of the Parcel taken from the registered subdivision plan;
  - ii. the legal description and civic address of the Parcel;
  - iii. the location and dimensions of existing and proposed statutory rights of way, easements and setback requirements, adjacent street and lane names;
  - iv. the location and dimensions of existing and proposed Buildings or Structures on the Parcel;

- v. setbacks to the natural boundary of any lake, swamp, pond, stream or watercourse;
- vi. north arrow;
- vii. if applicable, location of an approved existing or proposed alternative private or other sewage disposal system, water supply system or storm water drainage system;
- viii. zoning analysis checklist in the RMOW current format;
- ix. the location, dimensions and gradient of parking and parking access to
  - a. proposed and existing setbacks to property lines for all Buildings, Structures and parking spaces; and
  - b. natural Grade along the property line;
- x. natural and finished Grades in geodetic elevations at Building corners and significant breaks in the Building plan and proposed Grade around the Building faces to ascertain Foundation height;
- xi. on-site storm water management;
- xii. First Storey floor elevation in geodetic elevations;
  - a. location, setbacks to property lines, setbacks between Retaining Walls, and elevations of all Retaining Walls, steps, stairs and decks;
- xiii. line of upper floors and maximum Building Height in geodetic elevations;
- xiv. location and geodetic elevation of curbs, driveways, sidewalks, manholes and Service poles;
- xv. location and depth of existing and proposed Service connections to;
  - a. top bank and water courses and or streams; and
  - b. on-site access routes for firefighting and closest hydrant(s);
- xvi. Accessible paths of travel from the street to the Building, when applicable; the geodetic elevation of the underside of a wood floor system or the top of a finished concrete slab of a Building or Structure where the Zoning Bylaw, registered covenants or provincial flood mapping regulations establish siting requirements related to minimum

floor elevation; and

xvii. where the Parcel of Land contains slopes more than 15 per cent, and upon the request of the Building Official, be accompanied by:

- a. 0.5 m contours of the existing ground surface of the Parcel;
- b. 0.5 m contours of the proposed final grading;
- c. The elevation of all floor areas of the Building, the location of all retaining, driveways, parking areas and other Structures on the Parcel;
- d. The drainage provisions as outlined in the approved subdivision grading plans, if any, or the approved sedimentation control and stormwater management plans;

except that for a Part 9 Building, the Building Official may waive, in whole or in part, the requirements for a site plan if the Permit is sought for the repair or Alteration of an Existing Building or Structure;

xviii. Include key plan;

- (g) include floor plans showing the dimensions and uses of all areas, including the dimensions and height of crawl and roof spaces; the location, size and swing of doors; the location, size and opening of windows; floor, wall and ceiling finishes; plumbing fixtures; solar-ready provisions, structural elements; and stair dimensions;
- (h) include a minimum of two cross-sections through the Building illustrating Foundations, drainage, ceiling heights and construction systems, including thermal and Building envelope assemblies;
- (i) include elevations of all sides of the Building showing finish details, roof slopes, windows, doors, the Grade, the maximum Building Height line, ridge height, spatial separations and natural and finished Grade to comply with the Building Code and to illustrate that the Building or Structure conforms with the Zoning Bylaw and any issued Development Permit that is still valid;
- (j) include roof plan and roof height calculation;
- (k) include cross-sectional details drawn at an appropriate scale and at sufficient locations to illustrate that the Building or Structure substantially conforms to the Building Code;
- (l) include copies of approvals required under any enactment relating to health and safety, including, without limitation, sewage disposal permits, Highway access permits and/or Ministry of Health approvals;

- (m) include an Excavation management plan and a storm water management plan design prepared by a Registered Professional in accordance with the Building Code;
- (n) include geotechnical letters of assurance, in addition to a required geotechnical report, if the Building Official determines that the site conditions so warrant;
- (o) include two sets of drawings at a suitable scale of design including the information set out in (f) to (k) of this section;
- (p) include a Building Code compliance summary including the applicable edition of the Building Code, (such as, and without limitation, the Building is designed under Part 9 and in compliance with article 2.2.2.1. (2), Division C of the Building Code);
- (q) Alternative Solution as per section 11.33, if applicable;
- (r) include calculations confirming proof of adequate water supply for firefighting as described in Part 26 of this Bylaw, and
- (s) include a Construction fire safety plan, a material staging plan, and a trucking route plan.

11.8 In addition to the requirements of section 11.7 of this part, if a Project involves:

- (a) two or more Buildings, the gross floor areas of which in the aggregate total more than 1000 m<sup>2</sup>;
- (b) two or more Buildings that will contain four or more Dwelling Units; or
- (c) if the complexity of the proposed Building or Structure or siting circumstances warrant, a Building Official may require the following be submitted with a Permit application for the Construction of each Part 9 Building in the Project:
  - i. a Construction fire safety plan, material staging and trucking route plan as per British Columbia Fire Code section 5.6;
  - ii. a section through the site showing Grades, Buildings, Structures, parking areas and driveways;
  - iii. a roof plan and roof height calculations in geodetic elevations;
  - iv. structural, electrical, plumbing, mechanical or fire suppression drawings prepared and sealed by a Registered Professional;
  - v. letters of assurance in the form of Schedule A & Schedule B referenced in the Building Code, signed by a Registered Professional; and/or



- vi. site servicing drawings, including sufficient detail of Off-site Services to indicate locations at the property line, prepared and sealed by a Registered Professional, in accordance with the RMOW's subdivision servicing bylaw in effect on the date of application.

### **Site and Location Information**

11.9 Without limiting sections 11.5(f) or 11.7(e) of this part, the Building Official may require an Owner to submit an up-to-date plan or survey prepared by a Land Surveyor which contains sufficient information respecting the site and location of any Building to:

- (a) establish, before Construction begins, that all the provisions of this Bylaw in relation to this information will be complied with;
- (b) verify, on completion of the Construction, that all provisions of this Bylaw and other applicable bylaws have been complied with;
- (c) in relation to an Existing Building, substantiate its location, size, including appurtenances whether above, at or below ground level, relative to the site or its relationship to neighboring Grades; and
- (d) in relation to Construction of a new Building, or Addition to an Existing Building, prior to the placement of concrete for Foundations, show the elevation at the proposed top of concrete on all Building elevations and at all significant changes of elevation to substantiate its size, location and elevation;

and every person issued with a written requirement from a Building Official under this section must comply with the requirement.

### **Permit Fee**

11.10 Before receiving a Permit for a Building or Structure, the Owner must first pay to the RMOW:

- (a) the Permit fee as prescribed in the Fees Bylaw;
- (b) the securities as prescribed in the Fees Bylaw; and
- (c) any fees, fines, charges, levies or taxes imposed by the RMOW and payable under an enactment at the time of issuance of the Permit.

### **Valuation for Permit**

11.11 The valuation of Construction set out in the application for a Permit shall be the total current monetary worth of all Construction related to the Building or Structure, and shall include:

- (a) site preparation and civil Construction including Excavation and the use of hoisting, pile driving, compaction or erection devices;
- (b) all design documents, labour and fees involved in the design, investigative testing, consulting services, Construction labour and management, even if provided by the Owner, or donated voluntarily by others, Constructor's profit and overhead, sales taxes and the Construction insurance; and
- (c) all mechanical, electrical, plumbing, drainage and gas installations necessary for carrying out the Construction to its completed form.

11.12 The Building Official may place a value on the Construction for the purposes of determining applicable Permit fees by using an appropriate method from the "Marshall Valuation Services" publications with the updated current cost multipliers, or such other universal source of calculating valuation, as the Building Official deems reasonable, practical and expedient.

#### **Permit Fee Refund**

11.13 Except as otherwise provided in this Bylaw or the Fees Bylaw, all fees and charges paid or payable under this Bylaw shall be non-refundable.

11.14 A Permit fee may be partially refunded, as set out in the Fees Bylaw, only if:

- (a) the Owner has submitted a written request for a refund;
- (b) the Building Official has certified that no Construction under the Permit has been started; and
- (c) the Permit has not Expired.

11.15 A Permit fee is not refundable after the Permit has been extended under section 11.54 of this Bylaw.

#### **Design Modification**

11.16 If an issued Permit is active and the Owner proposes modifications to the Building design whereby the value of the Construction does not increase or the value of the Construction decreases, the Owner must pay a fee based on the plan revision hourly rate set out in the Fees Bylaw.

#### **Construction Before Permit Issued**

11.17 The Permit fee will be doubled for every Permit application where Construction commenced before the Building Official issued a Permit, to a maximum of \$2,000, as set out in the Fees Bylaw.

- 11.18 If Construction has advanced without inspection to a stage where compliance with this Bylaw or other applicable Bylaws or enactments cannot be readily determined, the Building Official may require tests and investigations by an independent agency at the Owner's expense to establish compliance or provide recommended remedial measures to be taken, prior to the issuance of a Permit.

### **Incomplete Applications or Expiry of Application**

- 11.19 If a Building Official receives an incomplete application for a Permit, the Building Official may:
- (a) refuse to accept the application; or
  - (b) notify the applicant, in writing, of any additional information required to complete the application (the "Deficiencies").
- 11.20 On receiving a notice of Deficiencies an applicant may, within 90 days for Part 9 Buildings and 150 days for Part 3 Buildings:
- (a) withdraw the application by giving written notice to the Building Official;
  - (b) correct the Deficiencies; or
  - (c) request a one-time extension of up to 30 days, which a Building Official must not unreasonably refuse;

otherwise, the application is automatically cancelled without any need for the RMOW to give any notice of the cancellation to the applicant, or refund any fees paid in connection with the application after the appropriate time has expired.

### **Confirmation of Permit Application Reviews**

- 11.21 Upon receiving a completed Permit application, the Building Official will either issue a Permit, or refuse issuance of a Permit with written reasons for the refusal within:
- (a) 60 business days for Part 9 Permit applications; or
  - (b) 100 business days for Part 3 Permit applications.
- 11.22 If a Building Official does not issue a Permit within the timelines set out in section 11.21, the Permit may still be issued, but the Permit fee shall be reduced as prescribed within the Fees Bylaw.

**Issuance of a Permit**

11.23 Each Building, Structure or part thereof constructed on a site requires a separate Permit and shall be assessed a separate Permit fee based on the value of Construction of that Building, Structure or part thereof.

11.24 If:

- (a) a completed application in compliance with sections 11.3 and 11.5 to 11.6 or 11.7 to 11.8, including all required supporting documentation, has been submitted;
- (b) the Owner has paid all applicable fees set out in this Bylaw and the Fees Bylaw;
- (c) the Owner or their representative has paid all charges and met all requirements imposed by any other statute or Bylaw;
- (d) the Owner has retained a professional engineer or geoscientist, if required under this Bylaw;
- (e) the Owner has retained an architect, if required under this Bylaw;
- (f) no covenant, agreement, resolution or regulation of the RMOW requires or authorizes the Permit to be withheld; and
- (g) the Owner has provided a hazardous materials assessment and remediation compliance letter for Additions or Alterations to Buildings constructed prior to 1990;

then the Building Official must issue the Permit for which the application is made, and the date of issuance is deemed to be the date the RMOW gives written notice to the Owner that the Permit has been issued.

**Compliance with the *Homeowner Protection Act***

11.25 If the application in respect of a Building that includes, or will include, a Residential Occupancy governed by the HP Act, the Permit must not be issued until the Owner provides evidence under Section 30(1) of the HP Act, that the proposed Building:

- (a) is covered by home warranty insurance; and
- (b) the Constructor is a licensed “residential builder” as defined in the HP Act.

11.26 Section 11.25 does not apply if the Owner is not required to be licensed or to obtain home warranty insurance in accordance with Sections 20(1) or 30(1) of the HP Act.

11.27 Every Permit subject to the HP Act is issued subject to the Owner and Constructor maintaining compliance with the HP Act during the term of the Permit.

**Issuance of Partial Permits**

- 11.28 The Building Official may issue a Permit for a portion of a Building or Structure before the design, plans and supporting documents for the entire Building or Structure have been Accepted, provided sufficient information has been provided to demonstrate to the Building Official that the portion authorized to be constructed substantially complies with this and any other applicable RMOW Bylaws and the Permit fee applicable to that portion of the Building or Structure has been paid. Notwithstanding the issuance of the Permit, the requirements of this Bylaw shall apply to the remainder of the Building or Structure as if the Permit for the portion of the Building or Structure had not been issued.
- 11.29 If a site has been Excavated under a Permit for Excavation issued under this Bylaw and a Permit is not subsequently issued or a subsisting Permit has Expired under section 11.51, but without the Construction of the Building or Structure for which the Permit was issued having commenced, the Owner must fill in the Excavation to restore the original gradients to the site within 60 days of being notified by the Building Official to do so.

**Sanitary Facilities during Construction**

- 11.30 During the time a Permit has been issued and remains valid under this Bylaw, the Owner must provide on the Parcel of Land in respect of which the Permit has been issued, sanitary facilities for the disposal of human waste from individual persons who enter on the Parcel in relation to the Construction referred to in the Permit, and such facilities must be accessible and unlocked when not occupied while Construction is being carried out on the Parcel under this Bylaw, and every sanitary facility that is not connected to a:

- (a) sanitary sewer; or
- (b) septic disposal system approved under the *Public Health Act*, by plumbing that complies with the Building Code and this Bylaw,

must be provided with toilet paper, a locking door for privacy, and ventilation, and must be kept in sanitary condition without leaking beyond the facility and without overflowing within the facility. Such facilities must be located so as not to create a nuisance to neighboring Parcels or Highways.

**Conditions of a Permit**

- 11.31 A Permit or an application for a Permit that is in process may not be transferred or assigned until the Owner has notified the Building Official in writing, the Building Official has authorized the transfer or assignment in writing and the Owner has paid the non-refundable fee required in the Fees Bylaw. The transfer or assignment of a Permit is not an extension of a Permit.

- 11.32 The review of plans and supporting documents and issuance of a Permit do not prevent the Building Official from subsequently requiring the correction of errors in the plans and supporting documents, or from prohibiting Building Construction or Occupancy being carried on when in violation of this or another Bylaw.

### **Alternative Solutions**

- 11.33 An Owner who wishes to provide an Alternative Solution to satisfy one or more of the requirements of the Building Code or this Bylaw shall submit sufficient evidence, certified by a professional engineer or architect for Part 3 Buildings and qualified person(s) for Part 9 Buildings, to demonstrate that the proposed Alternative Solutions will provide the level of performance required by the Building Code or this Bylaw and pay the fee specified in the Fees Bylaw.

### **Inspections for Part 9 Buildings**

- 11.34 If a Registered Professional provides letters of assurance, the RMOW will rely solely on Field Reviews undertaken by the Registered Professional and the letters of assurance submitted pursuant to this Bylaw as assurance that the aspects of the Construction referenced by those letters of assurance substantially conform to the design, plans and specifications and that the Construction complies with the Building Code, this Bylaw and other applicable enactments respecting safety. Copies of all Field Reviews must be submitted to the RMOW.
- 11.35 Despite section 11.34, a Building Official may attend the site from time to time during the course of Construction to ascertain that the Field Reviews are taking place and to monitor the Field Reviews undertaken by the Registered Professionals.
- 11.36 A Building Official may attend periodically at the site of the Construction of Part 9 Buildings or Structures to ascertain whether the Construction is being carried out in substantial conformance with the Building Code, this Bylaw and any other applicable enactments concerning safety.
- 11.37 For all Construction in respect of Part 9 Buildings, the Owner must obtain an inspection and receive a Building Official's written acceptance of the following aspects of the Construction prior to concealing them:
- (a) Pre-Construction on-site orientation - site review when required by the Building Official;
  - (b) After demolition, the grading off and removal of debris from site;
  - (c) Footings/Excavation - after preparation for footings is complete, prior to placement of concrete;
  - (d) Foundation - after forms for Foundation walls are completed, the location

certificate is submitted and Accepted by a Building Official, prior to placement of concrete;

- (e) Damp proofing/drain tile/roof drains - after damp-proofing and Foundation drainage is in place, prior to backfilling;
- (f) Sewer Services - sanitary sewer Service, after the sewer line is in place and under test, prior to backfilling;
- (g) Domestic water Service - after the water Service lines are in place and water has been turned on, prior to backfilling;
- (h) Plumbing under-slab - plumbing and underground fire suppression supply lines, prior to covering;
- (i) Radon/Soil Gas Control - after slab preparation for Soil gas requirements, the preparation of ground, including ground cover when required, perimeter insulation of inside of concrete Foundation walls are in place, prior to covering;
- (j) Foundation/Under Slab Insulation – prior to backfilling Foundation walls or pouring slabs where required insulation would be covered;
- (k) Plumbing Rough-in - installation of rough-in plumbing, on-site constructed tubs or showers and tub or shower trap tests when complete and under test, prior to covering;
- (l) Framing - framing, sheathing, fire stopping, bracing, with installation of chimney and ductwork, rough wiring, rough plumbing, rough heating, gas venting, exterior doors and windows; but prior to the installation of insulation, interior finishes, sheathing paper or exterior finishes which would conceal such Construction;
- (m) Fire Separations/fire blocking – installation of required fire separations prior to covering;
- (n) Insulation Vapour/Air Barrier - insulation, air and Vapour Barrier, after all insulation and Vapour Barrier is in place but prior to interior finish being applied which conceals the Construction;
- (o) Plumbing Final – all plumbing requirements for Occupancy;
- (p) Building Final (Partial Occupancy) - subject to sections 11.60 to 11.63, after the Health and Safety Aspects of the Construction and applicable Accessibility aspects of the Construction are complete, as determined by the Building Official; and
- (q) Occupancy or Completion – when all aspects of the Construction, including Energy conservation and GHG emissions reduction requirements, of a Building or Structure is substantially complete, ready for Occupancy or use;

- (r) Re-inspections are required for:
- i. Construction that is required or ordered to be corrected;
  - ii. Construction that is required or ordered to be inspecting prior to covering; and
  - iii. Construction that has been completed so that an Occupancy inspection can be conducted.

11.38 A Building Official will only carry out an inspection under section 11.37 if the Owner or the Owner's Agent has requested the inspection in accordance with this Bylaw.

11.39 No person may conceal any aspect of the Construction referred to in section 11.37 of this Bylaw until a Building Official has Accepted it in writing.

11.40 Where applicable, additional inspections may be required for Permit types outlined in in Parts 12 to 24.

### **Part 3 Building Commissioning**

11.41 For Construction in respect of Part 3 Buildings, the Owner must:

- (a) give at least 48 hours online or written notice, exclusive of Saturdays, Sundays or statutory holidays to the RMOW when requesting a preconstruction meeting with the Building Official prior to the start of Construction, and the Owner must ensure that the Coordinating Registered Professional, the Constructor, as well as representatives of major trades, are in attendance;
- (b) give at least 48 hours online or written notice, exclusive of Saturdays, Sundays or statutory holidays to the RMOW when requesting a pre-Occupancy review coordinated by the Coordinating Registered Professional or other Registered Professional to have the Owner, the Constructor, and the Registered Professionals demonstrate to the Building Official and the Whistler Fire Rescue Service compliance with the Health and Safety Aspects of the Construction, the coordination and integration of the fire and life safety system, any applicable RMOW requirements or other enactments respecting safety and the Step Code and Zero Carbon requirements and Accessibility aspects of the Construction; and
- (c) cause the Coordinating Registered Professional, at least 48 hours prior to the pre-Occupancy coordinated site review coordinated by the Coordinating Registered Professional, to deliver to the Building Official the Confirmation of Required Documentation in such form determined by the Building Official

### **Stop Work Orders**

11.42 The Building Official or Bylaw Officer may attach a Stop Work Order on the premises when it is found that the Construction is not being performed in accordance with the



requirements of the Building Code, any applicable Bylaw of the RMOW or the applicable provisions of the HP Act.

- 11.43 The Coordinating Registered Professional may request, in writing, that the Building Official order the immediate suspension or correction of all or a portion of the Construction on a Building or Structure by attaching a Stop Work Order on the premises. The Building Official must consider such request and, if not acted upon, must respond, in writing, to the Coordinating Registered Professional and give reasons.
- 11.44 If a Registered Professional's services are terminated, the Owner must immediately stop any Construction that is subject to their design or Field Review and the Building Official is deemed to have issued a Stop Work Order under section 11.42.
- 11.45 The Owner must immediately, after the posting of a Stop Work Notice under section 11.42, secure the Construction and the Lands and premises surrounding the Construction in compliance with the safety requirements of every statute, regulation or order of the province or of a provincial agency and of every applicable Bylaw of the RMOW.
- 11.46 Subject to 11.42, no Construction other than the required remedial measures may be carried out on the Parcel affected by the Stop Work Notice until the Stop Work Notice has been removed by the Building Official or Bylaw Officer.
- 11.47 The Stop Work Notice referred to in section 11.42 must remain posted on the premises until that which is contrary to the enactments has been remedied.

### **Not Safe to Occupy Notice**

- 11.48 If a person occupies a Building or Structure or part of a Building or Structure in contravention of this Bylaw, a Building Official or Fire Chief may post a Not Safe to Occupy Notice on the affected part of the Building or Structure.
- 11.49 If a Not Safe to Occupy Notice is posted under section 11.48, the Owner of a Parcel and every other person, must cease Occupancy of the Building or Structure immediately and refrain from further Occupancy until all applicable provisions of the Building Code and this Bylaw have been substantially complied with and the Not Safe to Occupy Notice has been rescinded in writing by a Building Official or Fire Chief.

### **Inspection and Other Fees**

- 11.50 In addition to the fees required under other provisions of this Bylaw, the Owner must pay the non-refundable fees set out in the Fees Bylaw for:
- (a) a third and each subsequent re-inspection where it has been determined by the Building Official that due to non-compliance with the provisions of this Bylaw or due to non-complying Construction, or due to complexity more than two visits are

required for any required inspection;

- (b) a special inspection during the RMOW's normal business hours to establish the condition of a Building, or if an inspection requires special arrangements because of time, location, or construction methods; and
- (c) an inspection required under this Bylaw which cannot be carried out during the RMOW's normal business hours.

### **Permit Expiration**

11.51 Every Permit is issued on the condition that the Permit Expires and the rights of the Owner under the Permit terminate if, beginning on the date the Permit is issued:

- (a) the Construction authorized by the Permit is not commenced within 180 days, unless the Permit is extended under Part 11;
- (b) Construction is discontinued for a period of 180 days; or
- (c) the Construction is not completed within:
  - i. 36 months, for a new Part 9 Building
  - ii. 24 months, for a new Part 3 Building
  - iii. 24 months, for all other Permit types;

of the date of issuance of the Permit.

11.52 Where a Permit has Expired, any further Construction is prohibited unless the Permit is extended or a new Permit is issued, except as may be specifically ordered or authorized, in writing, by a Building Official.

11.53 Where a Permit has Expired, and a new Permit application is made, all Construction shall comply with this Bylaw, the Building Code and any other RMOW Bylaws and enactments in force at the time of the new application.

### **Permit Extension**

11.54 A Building Official may extend an Expired Permit only once, for a period not more than 180 days from the date of expiry of the original Permit, if:

- (a) application for the extension is made at least 30 days prior to the date of Permit expiration; and
- (b) the non-refundable fee set out in the Fees Bylaw has been paid.

11.55 Where Construction has commenced and has not been discontinued or suspended for a period of more than 180 days, the Building Official may extend the expiry date for the Permit for a period of time as the Building Official considers reasonable, to a maximum of one year, where the Building Official is satisfied that there exists a reasonable excuse for the delay in completing Construction, if:

- (a) application for the extension is made at least 30 days prior to the date of Permit expiration; and
- (b) the non-refundable fee set out in the Fees Bylaw has been paid.

### **Permit Cancellation by Owner**

11.56 A Permit, or a Permit application, may be cancelled by the Owner on delivery of written notification of the cancellation to the Building Official.

11.57 On receipt of the written cancellation notice, the Building Official must mark on the application, and a Permit if applicable, the date of cancellation and the word "cancelled".

11.58 If the Owner, or Owner's Agent, submits changes to an application after a Permit has been issued and the changes, in the opinion of the Building Official, substantially alter the scope of Construction, design or intent of the application in respect of which the Permit was issued, the Building Official may cancel or amend the Permit and mark on the Permit the date of cancellation or amendment and the Construction "cancelled" or "amended".

11.59 If a Permit application or Permit is cancelled, and Construction has not commenced under the Permit, the Building Official must return to the Owner any refundable fees deposited under the Fees Bylaw. The Owner must return any Permit documents issued within 14 days of notification of the cancelled Permit & any documents submitted for a Permit application that has been cancelled will be held for 14 days from the date of cancellation for the Owner to pick up.

### **Partial Occupancy**

11.60 Upon written request by the Owner, a Building Official may issue a Partial Occupancy Permit for a portion of a Building or Structure under Construction when:

- (a) that portion of the Building or Structure is self-contained and provided with essential services respecting Health and Safety Aspects of the Construction, and, if applicable Accessibility;
- (b) the requirements set out in section 11.65 have been met with respect to it.

- 11.61 In the case of a Partial Occupancy Permit, the Building Official may withhold an Occupancy Permit until the Building, Structure or part thereof complies with this Bylaw, the Building Code and any other applicable Bylaws or enactments.
- 11.62 The Building Official may revoke a Partial Occupancy Permit for partial Occupancy for failure to comply with any conditions of the Partial Occupancy Permit.

### **Occupancy**

- 11.63 No person may use or occupy a Building or Structure or part of a Building or Structure until an Occupancy Permit has been issued by a Building Official for:
- (a) Occupancy of a Building or Structure or part thereof after completion of Construction; or
  - (b) any change of class of Occupancy of any Building or Structure or part thereof.
- 11.64 An Occupancy Permit will not be issued unless:
- (a) all letters of assurance have been submitted when required in accordance with this Bylaw;
  - (b) all aspects of the Construction requiring inspection and Acceptance pursuant to sections 11.34 to 11.40 of this Bylaw have both been inspected and Accepted or the inspections and Acceptance are not required in accordance with this Bylaw;
  - (c) the Owner has provided to the RMOW a Building survey prepared by a Land Surveyor showing the Building Height, size, location and elevation determined in accordance with the RMOW's Zoning bylaw;
  - (d) all other documentation required under applicable enactments has been delivered to the RMOW;
  - (e) where any of the requirements for life and fire safety have been deemed to be satisfied by an Alternative Solution pursuant to provisions of the Building Code, the Owner shall submit to the Building Official, prior to use or Occupancy of the Building or Structure, certification from Qualified Person(s) responsible for the Alternative Solution, that the Construction substantially complies with the requirements set out in the Alternative Solution report.
- 11.65 When a Registered Professional provides letters of assurance in accordance with this Bylaw, the RMOW may rely solely on the letters of assurance when issuing an Occupancy Permit as assurance that the items identified on the letters of assurance substantially comply with the design, the Building Code, this Bylaw and other applicable enactments respecting safety.

**File Completion Notice**

- 11.66 A File Completion Notice will be issued for Projects such as demolition, renovation, fire alarm, commercial kitchen mechanical ventilation, plumbing and fire suppression, Pools, Retaining Walls, Solar Hot Water and Photovoltaic Solar Panels, and CSA Z-240 Manufactured Homes.
- 11.67 A File Completion Notice will be issued where the original Building and/or Structure did not receive an Occupancy Permit.

**Stand-alone Permit Types**

- 11.68 Parts 12 to 24 are stand-alone permit types that can be applied for separately from an application for a Part 3 or Part 9 Building or Structure. The following requirements apply to all such applications:
- (a) An application in Parts 12 to 24 must:
    - i. be made using the form designated by the Building Official and signed by the Owner, or a signing officer if the Owner is a corporation; and
    - ii. Include the Acknowledgement of Owner or Owner's Agent Form, using the form designated by the Building Official; and
    - iii. pay the applicable fee as prescribed in the Fees Bylaw.

**PART 12 BUILDING MOVE & PLACEMENT PERMIT**

- 12.1 An application for a Permit with respect to a Building move or placement must:

- (a) provide a site plan showing:
  - i. the location of the proposed Building and any accessory Buildings in relation to Existing Buildings on the property in the form of a site plan drawn to scale;
  - ii. distances from the proposed Building and all Existing Buildings to the property boundaries;
- (b) show the distances from the proposed Building and all Existing Buildings to the property boundaries;
- (c) provide drawings showing Construction details for on-site Construction as outlined in section 11.5 or 11.7; and
- (d) provide written approval from the Manufactured Home Park Owner or authorized representative.

- (e) Obtain a Permit for demolition as outlined in Part 13 for the removal of Foundations for a Manufactured Home, Structure, Building or part thereof;
- 12.2 The Owner must apply for a Permit for renovation as outlined in Part 11 for portions of a Building or Structure partially relocated with a Building or Structure remaining.
- 12.3 The relocation of Manufactured Homes factory constructed and assembled more than 30 years prior to the date of Permit application is prohibited. The year, make, model and serial numbers shall be determined by the CSA Rating Plate and/or the Province of British Columbia Manufactured Home Registry.
- 12.4 A Building Official may require a report from an accredited restoration company or Registered Professional with experience in environmental engineering stating that there are no environmental issues or hazards regarding health and safety to occupants prior to issuing a Permit to relocate a Manufactured Home, Modular Home or other Building.
- 12.5 Where a Manufactured Home is less than five years old, the report described in section 12.4 may be waived by the Building Official.

### **Permit Issuance**

- 12.6 The Building Official may issue a Permit for Construction involved in the moving of any Building, Structure or part thereof into or within the RMOW where the Owner has:
  - (a) finalized disconnection of Services;
  - (b) finalized any outstanding taxes owing and utility billing accounts to the RMOW;
  - (c) have approval for safe route transport by the RMOW's Engineering department;
  - (d) provided a hazardous assessment and clearance letter for the demolition of any existing on-site Construction for Buildings constructed prior to 1990, and

### **Completion Conditions**

- 12.7 All Construction including relocations, Alterations and Additions for relocated Manufactured Homes, or other Buildings shall be completed within 180 days of the date the Permit was issued.
- 12.8 If the Owner does not move the Manufactured Home, Building, Structure or part thereof for which a Permit is issued and complete Construction within the time specified in section 12.7, the Building Official may notify the Owner in writing and direct the Owner to complete that Construction within 30 days from the date of the notice.

- 12.9 If the Construction is not completed within 30 days of the date of the notice, the RMOW may enter, clean and tidy the site at the expense of the Owner; and if the invoice for the cleanup is not paid within 30 days, the amount may be added to the Owner's property taxes.
- 12.10 If the Manufactured Home, Modular Home, Building, Structure or part thereof to be moved is located on a property in the RMOW, then the property must be returned to a safe, clean and tidy condition within 120 days from the date of issuance of the Permit.

## **PART 13 DEMOLITION PERMITS**

### **Application Requirements**

- 13.1 An application for a Permit with respect to a demolition must:
- (a) provide a site plan showing servicing locations and all Buildings and Structures indicating habitable, livable, operational floor areas for determining applicable Works and Services Charges by the RMOW's Engineering Department in accordance with applicable bylaws;
  - (b) provide the vacancy date;
  - (c) provide a hazardous materials assessment and remediation clearance letter for Buildings constructed prior to 1990;
  - (d) ensure that all municipal Services and other Services are capped and terminated at the property line to RMOW standards;
  - (e) provide a demolition fire safety plan, and a trucking route plan; and
  - (f) apply for a Permit for renovation as outlined in Part 11 for portions of a Building or Structure that are to remain as part of a partial demolition.

### **Demolition sites**

- 13.2 The following items shall be required at demolition sites to the satisfaction of the Building Official:
- (a) the demolition of Buildings and Structures shall be in accordance with Part 8 of the Building Code "Safety Measures at Construction and Demolition Sites";
  - (b) Fire Safety Plan, approved by the Whistler Fire Rescue Service;
  - (c) all Construction material and debris, including concrete Foundations and septic tanks are to be removed from the site;
  - (d) all Services and utilities are to be disconnected at the property lines;

- (e) the site shall be left in a clean and tidy condition within 90 days from the date of issuance of the Permit for demolition;
- (f) should demolition not have commenced by the 90-day expiry date, the Building Official may at their discretion cancel the Permit by written notice. There shall be no refund for the Permit fee;
- (g) any request to extend the 90-day time limit shall be received 30 days prior to the date of expiry. The request shall be in writing from the Owner and approved in writing by the Building Official; and
- (h) where required for industrial and commercial demolition sites, the *Environmental Management Act* shall apply.

## **PART 14 FIRE ALARM PERMITS**

### **Application Requirements**

14.1 An application for a Permit to install a fire alarm with respect to any Occupancy must:

- (a) include a set of design drawings and specifications prepared by a Registered Professional along with letters of assurance in either hard copy or in PDF digital format as required by the RMOW.

### **Professional Design and Commissioning**

14.2 The design, installation, commissioning and maintenance shall conform to:

- (a) the Building Code; and
- (b) all relevant standards of the National Fire Protection Agency (NFPA) pertaining to fire alarm systems.

14.3 No engineered system shall be put into use until it has been tested and accepted by the Registered Professional who is responsible for its design, as applicable.

## **PART 15 MECHANICAL VENTILATION AND HEATING PERMITS**

### **Application Requirements**

- 15.1 An application for a Permit with respect to a mechanical ventilation and heating for Residential Occupancy in a Part 9 Building must provide a heat load worksheet, an appliance selection worksheet, and a ventilation checklist.
- 15.2 An application for a Permit for a commercial mechanical ventilation system, spray booth operation or wood dust collection system shall include a set of design



drawings, prepared by a Registered Professional along with letters of assurance in either hard copy or PDF digital format as required by the RMOW.

### **Design Standards**

15.3 The design, installation and Alteration of Part 9 heating systems, commercial cooking system, spray booth operation or wood dust collection systems shall conform to:

- (a) The Building Code, Division B, Section 9.32 Ventilation and 9.33. Heating and Air-conditioning;
- (b) the Building Code, Division B, Part 6 Heating, Ventilation and Air-conditioning;
- (c) the Building Code, Division B, Part 3, Section 3.2.5 Provisions for Fire Fighting; and
- (d) all relevant standards of the NFPA pertaining to fire suppression systems.

### **Inspections and Commissioning**

15.4 Where a mechanical and ventilation system has been installed or altered under Permit for Part 9 residential use, an inspection shall be requested before:

- (a) the system is covered up; and
- (b) the system is used.

15.5 Where a mechanical system has been installed or altered under Permit for a commercial mechanical ventilation system, spray booth or wood dust collection system, it shall not be put into use until it has been tested and accepted by the Registered Professional who is responsible for its design and installation, as applicable.

## **PART 16 PLUMBING AND FIRE SUPPRESSION PERMITS**

### **Application Requirements**

16.1 An application for a Permit to install plumbing shall:

- (a) provide a set of isometric drawings where Construction is not performed by a Qualified Plumber for single-family dwelling Projects; or
- (b) provide a set of design drawings, including storm water management systems, prepared by a Registered Professional along with letters of assurance, where applicable.

16.2 The design, installation and maintenance of plumbing and fire suppression systems shall conform to:

- (a) the Building Code, Division B, Part 7;
- (b) the Building Code, Division B, Part 3, Section 3.2.5 - Provisions for Fire Fighting; and
- (c) all relevant standards of the NFPA pertaining to fire suppression systems.

### **Inspections and Commissioning**

16.3 Where a plumbing system has been installed or altered under Permit for a Part 9 Building, an inspection shall be requested before:

- (a) the system is covered up; and
- (b) the system is used.

16.4 Where a plumbing system or fire suppression system has been installed or altered under Permit for a Part 3 Building it shall not be put into use until it has been tested and accepted by the Registered Professional who is responsible for its design, as applicable.

## **PART 17 POOLS, INCLUDING INGROUND POOLS AND HOT TUBS**

### **Application Requirements**

17.1 All references to Pool in this Part includes Above Ground Pools and Hot Tubs unless otherwise specified.

17.2 An application for a Permit to install a Pool must:

- (a) include a set of design drawings, site plan showing location and distance from property lines to the proposed Pool and any accessory Buildings in relation to Existing Buildings on the property in hard copy or in PDF digital format as prescribed by the RMOW;
- (b) Include Construction details for the Pool and the proposed method of enclosure of the Pool area; and
- (c) approval of design from the Local Health Authority having jurisdiction, if the Pool is accessible for public use.

**Professional Design**

- 17.2 In accordance with section 10.1 of this Bylaw, Professional Design and Field Reviews may be required, subject to the complexity of the design and the condition of Soils where the Pool is to be located.

**Fencing**

- 17.3 A Pool must be enclosed within a fence, a Building, or a combination of fence and Building constructed without footholds or grips that children may use to climb into the enclosed area, having a minimum height of 1.5 m and no openings are greater than ten centimeters (10 cm) at their greatest dimension. Where the access to the Pool is from a dwelling located on the same property as the Pool, the access may be directly from the dwelling.
- 17.4 The fence or equivalent barrier referred to in section 17.3 shall be of chain link type material, provided the openings do not exceed five centimeters (5 cm) and the wire is not less than no. 11 gauge, solid material with a flat vertical surface, or vertically oriented material.
- 17.5 A Pool fence or equivalent temporary barrier shall be in place, inspected and approved by the Building Official prior to placing the water in a Pool.

**Pool Gate**

- 17.6 Access through a fence enclosing a Pool must be only through a self-closing and self-latching gate designed and constructed or installed to cause the gate to return to a closed position when not in use and secured by a latch located on the Pool side of the gate.
- 17.7 All openings or gates in the fence or barrier shall be locked closed when not in use.

**Hot Tub Lid**

- 17.8 In lieu of a fence, a Hot Tub may be covered with a locking cover, which would prevent unauthorized access to the water.

**Pools**

- 17.9 Every Pool shall be surrounded by a non-slip walkway, designed so that the surface water shall drain away from the Pool.

**Above Ground Pools**

- 17.10 An Above Ground Pool may be protected from access by fencing the access ladder to limit access, with a child-resistant self-closing and self-latching gate through the fence.

**Maintenance**

- 17.11 A person may not use or occupy a Pool unless the Owner of the property on which a Pool, is located maintains every fence or cover required under sections 17.3 to 17.10 in good order, and without limitation maintains and repairs in good order at all times all sagging gates, loose parts, torn mesh, missing materials, worn latches, locks or broken or binding members.

**Leaks or Other Failures**

- 17.12 A person may not obtain a Permit for or use or occupy a Pool without first delivering to the Building Official at the time of the Permit application an opinion of a Registered Professional that the design of the Pool will not cause or result in leaks or other failures of the Pool.

**Drainage**

- 17.13 Drainage from Pools must be discharged via sanitary sewer connection on the property or other means acceptable to the Building Official. Exceptions may be made for properties on private septic systems by the Building Official.
- 17.14 No direct connection shall be made between any sewer or any other drainage system and any line connected to a Pool.

**Backflow Prevention**

- 17.17 No Pool shall be designed with a direct connection from the domestic water supply below the flood level of the Pool unless protected by an approved backflow prevention device.

**Public Pools**

- 17.18 Pools intended for public use shall not be occupied until an operating permit for the Pool has been issued by the Local Health Authority.

**PART 18 RETAINING WALLS AND GRADES****Application Requirements**

- 18.1 An application for a Permit with respect to a Permit to Construct a Retaining Wall must;
- (a) include a set of design drawings, a site plan showing all Buildings, Structures & servicing and specifications prepared by a Registered Professional along with letters of assurance in hard copy or PDF digital format as required by the RMOW.

**Professional Design and Permit Closure**

18.2 A Registered Professional shall undertake the design and conduct Field Reviews of the Construction and drainage of a Retaining Wall Structure:

- (a) greater than 1.2 m in height;
- (b) where a sequence of walls, regardless of height, are located closer than 2 horizontal to 1 vertical;
- (c) where site drainage is impacted as determined by the RMOW;
- (d) where other geotechnical concerns exist as determined by the RMOW; or
- (e) where the Retaining Wall is supporting another Building or Structure.

**Site Safety Conditions**

18.3 If a Building Official determines that an Unsafe Condition exists as the result of the Construction of a Retaining Wall requiring a Permit, a guard or fence may be required.

**Finished Grades and Slope Retention**

18.4 Except as certified by a professional engineer with expertise in geotechnical engineering registered in the province of British Columbia, fill material placed or Excavated into the natural Grade on a Parcel must not have a surface slope exceeding a ratio of one linear unit vertically to two linear units horizontally, unless restrained by a Permitted Retaining Wall.

18.5 Retaining Walls cannot be Constructed of stacked un-cemented rock or boulders or creosoted timbers.

18.6 No person may occupy a Building unless the finished Grade complies with all applicable enactments.

**PART 19 SOLAR HOT WATER & PHOTOVOLTAIC SOLAR PANEL PERMIT****Application Requirements**

19.1 An application for a Permit with respect to a solar panel system must:

- (a) be accompanied by plans showing the location of the proposed solar panel system in relation to Existing Buildings on the property in the form of a site plan drawn to scale;
- (b) include Construction details for the attachment of the panels to the Building and

provide a sealed drawing by a Registered Professional to confirm that structural members of the Building are designed to accommodate the anticipated loads for solar domestic hot water systems and where photovoltaic solar systems incorporate a ballast system.

- 19.2 For hot water systems, compliance with CAN/CSA-F383-87, Installation Code for Solar Domestic Hot Water Systems, as referred to in the Building Code is required.

### **Completion of Permit - Commissioning**

- 19.3 Prior to operating a solar panel system the Owner shall provide verification from the Registered Professional of record, where applicable.

## **PART 20 TEMPORARY PERMIT**

- 20.1 Subject to the Bylaws of the RMOW, the Building Official may issue a Permit for the installation or placement of a Temporary Building or Structure for Occupancy if:

- (a) the Permit is for a period not exceeding one year; and
- (b) the Building or Structure complies with the Zoning Bylaw, was built in compliance with the Building Code and this Bylaw, and connects, as required by enactments, to RMOW utility Services.

### **Application requirements**

- 20.2 An application for a Permit for the erection or placement of a Temporary Building or Structure must include:

- (a) plans and supporting documents showing the location and Building height of the Building or Structure on the Parcel;
- (b) plans and supporting documents showing Construction details of the Building or Structure;
- (c) a statement by the Owner indicating the intended use and duration of the use;
- (d) plans and supporting documents showing proposed parking and loading spaces;
- (e) a written description of the Project explaining why the Building is temporary;
- (f) in the case of a Manufactured Home, a CSA label in respect of manufacture and, without limitation, a Quonset or other steel Building must be certified in accordance with CSA Standard A660; a report or drawing by an engineer, architect or Designer confirming compliance with the Building Code, this Bylaw, the Zoning Bylaw, and other applicable Bylaws; in the case of a Temporary Building, information to comply with clause 1.1.1.1(2)(f), Division C of the Building Code; and

- 20.3 Before receiving a Permit for a Temporary Building or Structure for Occupancy, the Owner must pay the RMOW the applicable fee set out in the Fees Bylaw. A Permit fee for a Temporary Building or Structure is not refundable.

### **Inspections**

- 20.4 Where a Permit is required, a Temporary Building shall not be used until it has been Accepted and a letter of assurance has been provided by the Registered Professional who is responsible for its design, as applicable.

## **PART 21 STORAGE RACKING PERMIT**

### **Application Requirements**

- 21.1 An application for a Permit with respect to a Storage Racking System must:
- (a) include a detailed floor plan highlighting all racking, interior walls, exits, travel distances and aisle widths and clearances conforming to the BC Fire Code;
  - (b) include an analysis indicating the commodities classification, area of the storage, height of storage and if the building is sprinklered or non-sprinklered; and
  - (c) when the Building is sprinklered, provide verification that the existing sprinkler design conforms to the Building Code from a certified sprinkler engineer.

### **Professional Design and Commissioning**

- 21.2 The design, installation, commissioning and maintenance shall conform to the Building Code.

### **Completion of Permit**

- 21.3 A Storage Racking System shall not be used until it has been Accepted and a letter of assurance has been provided by the Registered Professional who is responsible for its design, as applicable.

## **PART 22 SOLID FUEL BURNING APPLIANCE PERMIT**

### **Application Requirements**

- 22.1 An application for a Permit with respect to a solid fuel burning appliance must:
- (a) be accompanied by plans showing the location of the solid fuel burning appliance including dimensions from walls or other interior structures; and
  - (b) be accompanied by the appliance and flue manufacturers specifications.

**Inspections and Commissioning**

22.2 The design, installation, commissioning and maintenance of a solid fuel burning appliance shall:

- (a) conform to the manufacturers specifications;
- (b) conform to the Building Code; and
- (c) be installed by a Wood Energy Technology Transfer (WETT) certified installer.

22.3 Where a solid fuel burning appliance has been installed or altered under Permit, an inspection shall be requested:

- (a) at the framing inspection, when the appliance and associated flue has been installed within a framed assembly.

**Completion of Permit**

22.4 Final inspection prior to the solid wood burning appliance being used shall be provided with verification of installation from a WETT certified inspector.

**PART 23 EXTERIOR ENVELOPE RESTORATIONS****Application Requirements**

23.1 An application for a Permit with respect to an exterior envelope restoration must:

- (a) include a detailed floor plan and elevations highlighting changes to roofing, exterior cladding and Fenestration;
- (b) must be administered by a Registered Professional with letters of assurance for Part 3 Buildings.

**Inspections**

23.2 Where a Permit for an exterior envelop restoration is required, a Building or Structure shall not be used until it has been received and a letter of assurance has been provided by the Registered Professional who is responsible for its design, as applicable.

**PART 24 SITE ALTERATION**

24.1 Without limiting section 5.2 of this Bylaw, a person must not clear trees, remove or deposit Soil from or on the site, create a driveway access, construct a driveway, Grade a lot, construct storm water management or install on-site civil infrastructure for future construction without receiving a Permit for site alteration.



**Application Requirements**

24.2 An application for a Permit with respect to a site alteration must:

- (a) include a detailed site plan highlighting proposed Construction and location of temporary Structures, and applicable information outlined in Building Code s.13.5(h) for Part 3 Projects or s.13.7 (f) for Part 9 Projects; and
- (b) include a site plan that identifies any Significant Trees as defined in the RMOW Tree Protection Bylaw No. 2435, 2025 and include a plan for protective fencing, as applicable; and
- (c) include a Construction fire safety plan as per Section 5.6 of the British Columbia Fire Code, a material staging plan and a trucking route plan.

**PART 25 ACCESS ROUTE FOR FIRE DEPARTMENT ACCESS**

25.1 Prior to the issuance of a Permit for a Part 9 Building of multi-family or commercial Occupancy, the Owner must satisfy the Building Official that the Building or Structure for which the Permit is issued will be served by a fire access route that satisfies the following:

- (a) Whistler Fire Rescue Service vehicle access requirements in effect at the time of Permit issuance; and
- (b) A portion of a roadway or yard provided as a required access route for fire department use shall:
  - i. have a clear width not less than 6 m, unless it can be demonstrated to the satisfaction of the Fire Chief that lesser widths are satisfactory;
  - ii. have a centre-line radius not less than 12 m;
  - iii. have an overhead clearance not less than 5 m;
  - iv. have a change of gradient not more than 1 in 12.5 over a minimum distance of 15 m;
  - v. be designed to support the expected loads imposed by firefighting equipment and be surfaced with concrete, asphalt or other material designed to permit access under all climatic conditions;
  - vi. have turnaround facilities for any dead-end portion of the access route more than 90 m long; and
  - vii. connect with a public thoroughfare.

**Fire Department Access to Buildings**

- 25.2 Prior to the issuance of a Permit for Part 9 Buildings, Whistler Fire Rescue Service personnel access shall be provided as follows:
- (a) for a Building or Structure provided with a fire department connection, a fire department pumper vehicle (Fire Vehicle) must be able to be located within 45 m of a fire hydrant; or
  - (b) for a Building not provided with a fire department connection,
    - i. a Fire Vehicle can be located so that the length of the access route from a hydrant to the Fire Vehicle plus the unobstructed path of travel for the firefighter from the Fire Vehicle to the Building is not more than 90 m; and
    - ii. the unobstructed path of travel for the firefighter from the Fire Vehicle to the Building is not more than 45 m.
- 25.3 The unobstructed path of travel for the firefighter required by section 25.2 from the Fire Vehicle to the Building shall be measured from the Fire Vehicle to the fire department connection provided for the Building, except that if no fire department connection is provided, the path of travel shall be measured to the principal entrance of the Building.
- 25.4 If a portion of a Building is completely cut off from the remainder of the Building so that there is no access to the remainder of the Building, the access routes required by section 25.3 shall be located so that the unobstructed path of travel from the Fire Vehicle to one entrance of each portion of the Building is not more than 45 m.
- 25.5 Where fire department access cannot be adequately provided, such as a Building located on the sides of hills or not conveniently accessible by roads designed for firefighting, then the Building shall be provided with a sprinkler system designed with the appropriate NFPA standard and there must be assurance that the water supply pressure and quantity are unlikely to fail.

**PART 26 FIRE FIGHTING WATER SUPPLY FOR PART 9 BUILDINGS**

- 26.1 Every Part 9 Building shall be provided with adequate water supply for fire protection as follows:
- (a) be designed to meet the applicable fire flow rates as outlined in the Fire Underwriters Survey FUS calculations; or
  - (b) be fully sprinklered with a sprinkler system designed with the appropriate NFPA

standard and there must be assurance that the water supply pressure and quantity are unlikely to fail.

## **PART 27 CLIMATIC DATA**

- 27.1 The climatic data for the design of Buildings in the RMOW shall be the data listed in the current edition of Division B - Appendix C to the Building Code for Whistler, British Columbia and the values so noted.

## **PART 28 ENERGY CONSERVATION and GHG EMISSIONS REDUCTION**

### **Step Code Requirements**

- 28.1 Effective January 1, 2024:

- (a) Any Part 9 Building, including auxiliary Buildings must be designed and constructed to meet the minimum performance requirements specified in Step 4 of the Step Code.
- (b) Any Part 9 Building, including auxiliary Buildings which is located on Land in respect of which Council has after January 1, 2024 approved an Owner-initiated application to amend the Zoning Bylaw to increase permitted density of residential development, or permit additional uses, must be designed and constructed to meet the minimum performance requirements specified in Step 5 of the Step Code.
- (c) Any Part 9 Building, including auxiliary Buildings which includes the construction of "in-ground basement floor area" that is excluded from gross floor area calculations under Part 5 of the Zoning Bylaw must be designed and constructed to meet the minimum performance requirements specified in Step 5 of the Step Code.
- (d) Any Part 3 Building must be designed and constructed to meet the minimum performance requirements specified in Step 3 of the Step Code.
- (e) Any residential Part 3 Building, which includes the construction of "in-ground basement floor area" that is excluded from gross floor area calculations under Part 5 of the Zoning Bylaw, must be designed and constructed to meet the minimum performance requirements specified in Step 4 of the Step Code.
- (f) Any Part 9 Building, including auxiliary Buildings must be designed and constructed to meet the minimum performance requirements specified by emissions level three (EL-3) of the Zero Carbon Step Code.
- (g) Any Part 3 Building, including auxiliary Buildings, must be designed and constructed to meet the minimum performance requirements specified by emissions level three (EL-3) of the Zero Carbon Step Code.

- 28.2 For a Part 9 or Part 3 Building or Structure that is designed in compliance with the applicable step of the Step Code but where the constructed Building or Structure does not meet the performance requirements of the applicable step of the Step Code, the Building Official may place an inspection note on the Permit file, or issue an Occupancy Permit for the Building or Structure and then may request Council to authorize the Building Official to register a Section 57 Note against title under the authority of the *Community Charter* stating that the Building or Structure has not met the design requirements for the applicable step of the Step Code.
- 28.4 The Owner of any Building subject to a requirement under section 29.1 or section 29.2 must do the following prior to the issuance of any Occupancy Permit in respect of the Building:
- (a) submit to the RMOW a BC Energy Compliance Report – As built with all sections including section “F” completed; and
  - (b) affix one of the following home energy labels to the Building in a conspicuous location, upon or near the electrical panel:
    - i. an EnerGuide Rating System label;
    - ii. a Passive House Certification; or
    - iii. a comparable home energy label acceptable to the Building Official.
- 28.5 Prior to receiving a Building Official’s written acceptance for subsection 11.37(I), the Owner shall submit a mid-Construction compliance report as prescribed within the Building Code.

## **PART 29 NUMBERING OF BUILDINGS**

- 29.1 Immediately upon issuance of a Permit governing the Construction, Alteration or repair of a Building, or prior to and during Occupancy of a Building, the Owner or occupant must display the address number assigned to it by the RMOW:
- (a) on or over the entrance to the Building or where landscaping or Structures obscure the visibility of a Building entrance from the adjacent Highway, on the Building property within sight of the adjacent Highway; and/or
  - (b) until such time as the Building is removed from the site or has been demolished.
- 29.2 Despite section 30.1 the RMOW’s Engineering department may renumber or alter the assigned numbers in respect of any Building or any Parcel, including those already in existence or numbered.
- 29.3 Without limiting sections 30.1 or 30.2, a Building Official must, on the issuance of a Permit, designate a house number or set of house numbers related to the Building

- authorized by the Permit. The Owner must post the number or numbers on the site immediately after obtaining the Permit and keep the numbers posted in a conspicuous location at all times during Construction.
- 29.4 Without limiting sections 30.1 through 30.3, on issuance of an Occupancy Permit, the Owner of the Parcel must affix the numbers permanently in a conspicuous place on the Building such that the number is visible from an adjacent Highway that is not a lane.

## **PART 30 OFFENCES AND ENFORCEMENT**

### **Violations**

- 30.1 Without limiting Part 6 of this Bylaw, every person who:
- (a) violates a provision of this Bylaw;
  - (b) permits, suffers or allows any act to be done in violation of any provision of this Bylaw; or
  - (c) neglects to do anything required to be done under any provision of this Bylaw;
- commits an offence and on summary conviction by a court of competent jurisdiction, the person is subject to a fine of not more than \$50,000, a term of imprisonment not exceeding three months, or both, in addition to the costs of prosecution. Each day during which a violation, contravention or breach of this Bylaw continues is deemed to be a separate offence.
- 30.2 Every person who fails to comply with any order or notice issued by a Building Official, or who allows a violation of this Bylaw to continue, contravenes this Bylaw.
- 30.3 Every person who commences Construction requiring a Permit without first obtaining such a Permit must, if a Stop Work Order is issued and remains outstanding for 30 days, pay an additional charge as outlined in the Fee Bylaw.

### **Deemed Offence**

- 30.4 An Owner is deemed to have knowledge of and be liable for a violation of this Bylaw and subject to the penalties under section 31.1 of this Bylaw in respect of any Construction on the Parcel the Owner owns and includes any Change of Use or Occupancy of a Building or Structure or part of a Building or Structure on that Parcel.
- 30.5 No person is liable for a violation of this Bylaw under Section 31.4 who establishes, on a balance of probabilities, that the Construction or Change of Use or Occupancy occurred before they became the Owner of the Parcel.
- 30.6 Nothing in Section 31.5 affects:

- (a) the RMOW's right to require an Owner to correct Construction that was undertaken in violation of this Bylaw before that person became the Owner of the Parcel;
- (b) the Owner's obligation to obtain a Permit to correct Construction that was undertaken in violation of this Bylaw before that person became the Owner of the Parcel; and
- (c) the obligation of the Owner to otherwise comply with this Bylaw in respect of Construction or a Change of Use or Occupancy that occurred before they became the Owner of the Parcel.

### **Ticketing**

30.7 The offences in the RMOW's Municipal Ticket Information System Implementation Bylaw No. 1719, 2005 and the Bylaw Notice Enforcement Bylaw No. 2174, 2018, as amended or replaced from time to time, are designated for enforcement under Section 264 of the *Community Charter*.

## **PART 31 INTERPRETATION**

31.1 Every reference to this Bylaw in this or another Bylaw of the RMOW is a reference to this Bylaw as amended to the date of the reference.

31.2 Every reference to:

- (a) the Building Code is a reference to the current edition as of the date of application for the Permit, and
- (b) a section of the Building Code is a reference to the applicable successor sections, as the code or section may be amended or re-enacted from time to time.

31.3 Where any provincial act or regulation or any other RMOW Bylaw may apply to any matter covered by this Bylaw, compliance with this Bylaw shall not relieve the Owner or their Agent from complying with provisions of such other act, regulation or Bylaw.

31.4 Definitions of words and phrases used in this Bylaw that are not included in the definitions in this part have the meanings commonly assigned to them in the context in which they are used in this Bylaw, considering the specialized use of terms with the various trades and professions to which the terminology applies.

## **PART 32 DEFINITIONS**

32.1 In this Bylaw the following words and terms have the meanings as set out in the Building Code as of the date of the adoption of this Bylaw:

- (a) Section 1.2.1.1: alternative solutions; and
- (b) Section 1.4.1.2.: Accessible, Assembly Occupancy, Building Area, Building Height, Business and Personal Services Occupancy, Care Occupancy, Constructor, Coordinating Registered Professional, Designer, Detention Occupancy, Dwelling Unit, Excavation, Field Review, Firewall, First Storey, Grade, High Hazard Industrial Occupancy, Industrial Occupancy, Low Hazard Industrial Occupancy, Major Occupancy, Medium Hazard Industrial Occupancy, Mercantile Occupancy, Occupancy, Post-Disaster Occupancy, Private Sewage Disposal System, Registered Professional, Residential Occupancy, Treatment Occupancy, Unsafe Condition or Vapour Barrier.

32.2 Subject to this Bylaw, the definitions set out in the Schedule to the *Community Charter* for: Assessed Value, Highway, Land, Occupier, Parcel, Service and Soil; and

32.3 Every reference to this Bylaw in this or another bylaw of the RMOW is a reference to this Bylaw as amended to the date of reference.

32.4 In this Bylaw, all words or phrases shall have their common meaning except where changed, modified, or expanded by the definitions set forth in this section.

“Above Ground Pool” means an engineered, factory-built kit designed for swimming, bathing or wading.

“Accepted” means, in respect of the functions of the Building Official, reviewed and approved by the Building Official under the applicable provisions of the Building Code and this Bylaw.

“Addition” means an Alteration to any Building which will increase the total aggregate floor area or the Building Height (in storeys) and includes the provision of two or more separate Buildings with openings between each other for intercommunication, as well as any addition to a plumbing system by adding any new plumbing fixtures, plumbing systems, or piping systems.

“Agent” includes a firm, corporation, or other person representing the Owner by written designation or contract and includes a hired tradesperson or Constructor who may be granted a Permit for Construction within the limitations of their licence.

“Alteration” means a change, repair or modification of the Construction or arrangement of or use of any Building or Structure, or to an Occupancy regulated by this Bylaw, as well as any

change, repair, relocation, removal, or modification of plumbing On-site Services, plumbing systems or piping systems.

“Building” means any Construction used or intended for supporting or sheltering any use or occupancy, including a Manufactured Home.

“Building Code” means the *British Columbia Building and Plumbing Code*.

“Building Official” means the person designated in or appointed to that position by the RMOW, and includes a building inspector, plan checker, plumbing inspector, gas inspector, or electrical inspector designated or appointed by the RMOW, and for certainty the *building official* is the “building inspector” referred to in the *Community Charter and Local Government Act*.

“Bylaw Officer” means a person who holds that position at the RMOW and has been so authorized by the Council of the RMOW pursuant to the *Police Act*.

“Fees Bylaw” means the RMOW Fees Bylaw No. 2483, 2025, as amended or replaced from time to time.

“Change of Use or Occupancy” means changing the use of a Building, or portion of a Building, to an alternative use, even if no Construction or Alterations are anticipated.

“Construct” or “Construction” includes to build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate, or shore.

“Deficiencies” means the list of items that need to be resolved for a Permit to demonstrate compliance to the Building Code to allow the Building Official to issue the Permit.

“Development Permit or Development Variance Permit or Board of Variance Order” means a permit that is issued by the RMOW for a proposed development to evidence that it meets the policies and objectives of the Official Community Plan (OCP) and satisfies all requirements in the Zoning Bylaw.

“Not Safe to Occupy Notice” means a notice issued by a Building Official or the Fire Chief requiring every person to immediately cease Occupancy of a Building or Structure due to an Unsafe Condition.

“Existing Building” means the portion of a Building constructed with a Permit prior to the submission of a Permit application required under this Bylaw.



“Expired” means a condition of Permit issuance where the rights of the Owner under that Permit are terminated, typically through the passage of time.

“Fenestration”, means the arrangement, proportioning, and design of windows, doors and skylights in a Building.

“File Completion Notice” means a document that confirms that the Construction completed under the Permit complies with this and other applicable RMOW Bylaws, where an Occupancy Permit cannot be supplied.

“Fire Chief” means the person in charge of the Whistler Fire Rescue Service.

“Flood Plain”, means a Parcel of Land or portion of any Parcel of Land lying at an elevation equal to or less than the flood Construction level as established by RMOW Bylaws.

“Foundation” means a system or arrangement of foundation units through which the loads from a Building are transferred directly to supporting Soil or rock and includes any portion of the exterior walls of a Building that lie below the finished Grade immediately adjacent to the Building.

“GHG” means greenhouse gas, which includes a wide range gases that trap heat in the atmosphere increasing the average temperature and causing climate change.

“Health and Safety Aspects means design and Construction regulated by Parts 3, 4, 5, 6, 7, 8, 9 and 10, Division B, of the Building Code; and subject to Parts 1 and 2 in relation to Parts 3 through 10, Division B.

“Hot Tub” means an above ground, free standing Structure used or intended to be used for swimming, bathing, or wading, which is designed to contain water.

“Inter-modal Containers” means a large metal box, in the shape of a rectangular parallelepiped, designed and used to transport goods from one port to another by road, rail, sea, or air, also called freight shipping; except when used for storage is considered a Structure.

“Land Surveyor” means a person registered as a British Columbia land surveyor or a certified member of the Applied Science Technologists and Technicians of British Columbia who is registered in site improvement surveys (RSIS).

“Manufactured Home” means Mobile Home and Modular Home.

“Mobile Home” means a pre-manufactured home constructed to the requirements of the CSA-Z240MH Series-16 or any preceding or replacement standard.

“Modular Home” means a home conforming to the requirements of the CSA A277, "Procedure for certification of prefabricated buildings, modules, and panels" or any preceding or replacement standard for certified factory-built homes.

“Monitored” means the method by which a Building Official may review the process of Field Reviews as conducted by Registered Professionals pursuant to the Building Code and this Bylaw and other applicable enactments:

- (a) the monitoring function is satisfied by the Building Official's receipt of the applicable letters of assurance submitted by the Registered Professional and as referred to in Section 2.6 of Part 2 of the Building Code;
- (b) although a Building Official may review Registered Professionals' field inspection reports to ascertain Field Review frequency or visit a site from time to time to verify that Registered Professional Field Reviews are taking place, the Building Official is under no duty to do so; and
- (c) monitoring does not include assessment of compliance with the Building Code, this Bylaw or any other enactments, or the approval of any aspects of Construction.

Monitoring does not include assessment of compliance with the Building Code, this Bylaw or any other enactments, or the approval of any aspect of Construction.

“Municipal Works” means all RMOW owned property, including all public infrastructure.

“Occupancy Permit” means a document or File Completion Notice issued by the RMOW confirming that a Building or Structure is safe for the use(s), specified by the Owner and all supporting documentation has been submitted and complies with this and other RMOW Bylaws.

“On-site Services” means utilities and features, which provide for servicing a Project within the property on which it is located and includes water Service piping and distribution systems, storm and sanitary sewer collection, access roads, natural gas, electric, and cable.

“Off-site Services” means Services required pursuant to the RMOW Subdivision servicing guidelines of the day that are required to be located on a public road, public Land, or statutory right-of-way at final approval of the subdivision or development.

“Owner” means the registered Owner of an estate in fee simple of Land, or an Agent duly authorized by the Owner in writing in the prescribed form, and where the context or circumstances so require:

- (a) a tenant for life under a registered life estate;
- (b) a registered holder of an agreement for sale;
- (c) a holder or Occupier of Land held in the manner in accordance with the *Community Charter*; or
- (d) a lessee with authority to build on Land.

“Partial Occupancy Permit” means an Occupancy Permit for a portion of a Building or Structure where the conditions in section 11.60 to 11.63 have been met.

“Part 3 Building” means:

- (a) a Building used for a Major Occupancy classified as:
  - i. Assembly Occupancy;
  - ii. Care or Detention Occupancy;
  - iii. High-Hazard Industrial Occupancy;
  - iv. Treatment Occupancy; or
  - v. Post-Disaster Occupancy; or
- (b) a Building exceeding 600m<sup>2</sup> in Building Area or exceeding three storeys in Building Height used for a Major Occupancy classified as:
  - i. Residential Occupancy;
  - ii. Business and Personal Services Occupancy;
  - iii. Mercantile Occupancy; or
  - iv. Medium and Low Hazard Industrial Occupancy.

“Part 9 Building” means a Building of three storeys or less in Building Height, having a Building Area not exceeding 600m<sup>2</sup> and used for a Major Occupancy classified as:

- (a) Residential Occupancy;
- (b) Business and Personal Services Occupancy;
- (c) Mercantile Occupancy; or  
Medium and Low Hazard Industrial Occupancy.

“Permit” means permission or authorization in writing by the Building Official to perform Construction or site alteration activities regulated by this Bylaw.

“Pool” means a Structure or Constructed depression used or intended to be used for swimming, bathing, wading, or diving, which is designed to contain water and has a depth,

at any point, exceeding 600mm, and greater than 7.5 square metres in size and also includes Above Ground Pool and Hot Tub as stipulated in Part 17.

“Professional Design” means the plans and supporting documents bearing the date, seal or stamp, and signature of a Registered Professional.

“Project” means any Construction operation.

“Qualified Person” means a person with appropriate certification to provide assurance that the Alternative Solution meets the requirements of the Building Code and this Bylaw;

“Qualified Plumber” means a person who holds a current certificate of qualification issued by the Province of British Columbia as a journeyman plumber for which a statement of compliance and assurance is being provided pursuant to the Certificate of Plumbing Test.

“Retaining Wall” means any Structure other than a Building that holds or retains Soil or other earth material behind it.

“Step Code” means the BC Energy Step Code as referenced in the Building Code Section 9.36.6, as amended from time to time.

“Stop Work Order” means an order issued by the Building Official or Bylaw Officer requiring the immediate suspension or correction of all or a portion of the Construction on a Building or Structure.

“Storage Racking System” means a system greater than 2.6 m in height that is generally machine loaded for commercial or industrial uses.

“Structure” means Construction or portion of Construction, of any kind, whether fixed to, supported by or sunk into Land, airspace or water, and includes Foundations or supporting frame Construction for exterior signs, equipment and machinery, interior storage racking greater than 2.6 m in height, tents, Retaining Walls, Inter-modal Containers, and Pool fences, but specifically excludes paving, fences and landscaping.

“Temporary Building” includes any temporary sales office, Construction office or a Structure in which tools are stored during Construction of a Building or other Structure.

“Zero Carbon Step Code” means the BC Energy Step Code as it relates to GHG emissions as referenced in the Building Code Section 9.37, as amended from time to time

“Zoning Bylaw” means the RMOW Zoning and Parking Bylaw No. 303, 2015, as amended or replaced from time to time.

**PART 33 REPEAL**

33.1 The RMOW “Building and Plumbing Regulation Bylaw No. 1617 2002” is repealed.

**PART 34 IN FORCE**

34.1 This Bylaw shall be effective from the date of adoption.

GIVEN FIRST, SECOND AND THIRD READINGS this 8 day of July, 2025.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jack Crompton  
Mayor

\_\_\_\_\_  
Pauline Lysaght  
Corporate Officer

I HEREBY CERTIFY that this is a  
true copy of “Building Regulation  
Bylaw No. 2482, 2025”.

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## RESORT MUNICIPALITY OF WHISTLER

### BUILDING PERMIT FEES AND CHARGES BYLAW NO. 2483, 2025

#### A BYLAW TO ESTABLISH FEES AND CHARGES RELATING TO BUILDING PERMITS AND OTHER RELATED FEES

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**WHEREAS** a local government may, by bylaw, impose fees and charges under the authority of Section 194 of the *Community Charter* 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;

**AND WHEREAS** the Council deems it necessary and desirable to exercise the authority provided by the *Community Charter* to cover costs of providing services and information;

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

#### CITATION

1. This Bylaw may be cited for all purposes as "Building Permit Fees and Charges Bylaw No. 2483, 2025" (Bylaw).

#### FEES, CHARGES AND REFUNDS SCHEDULE

2. The fees and charges set out in Schedule A, that is attached to and forms part of the Bylaw, are hereby established and are subject to the applicable taxes where appropriate.

#### DEFINITIONS

3. Any capitalized terms in the Bylaw shall refer to the definition from the Building Regulation Bylaw No. 2482, 2025.

#### SEVERABILITY

4. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the Bylaw is deemed valid.

GIVEN FIRST, SECOND and THIRD READINGS this 8 day of July, 2025.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Jack Crompton,  
Mayor

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Pauline Lysaght,  
Corporate Officer

I HEREBY CERTIFY that this is a  
true copy of "Building Permit Fees  
and Charges Bylaw No. 2483,  
2025".

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## SCHEDULE A

### **ADMINISTRATIVE APPLICATION PROCESSING FEE**

A non-refundable fee is required at the time of Permit application. The administrative application processing fee (Admin Fee) is a one-time, non-refundable fee, applicable to all Permit submissions, due when making a submission for review and acceptance into the Permit review process.

The Admin Fee is due at Permit submission or no later than 14 days after Permit submission. If the Admin Fee is not received by this date, the Permit application will be cancelled, and the Admin Fee will be kept.

Admin Fee	\$83.72 per Permit application
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### **VALUE OF CONSTRUCTION:**

The value of Construction for a building or structure is the value of construction declared by the applicant on the Permit application or, at the discretion of the Building Official, the value based on the current edition of the Marshall and Swift Residential Cost Handbook, Marshal Valuation Service<sup>1</sup> or other current valuation table reasonably appropriate to the type of Construction involved.

### **PERMIT FEES FOR BUILDINGS**

Using the value of construction, Permit fees for Buildings are calculated according to Table 1 below.

Where the RMOW requires a professional plan certification, a discount of 5% of the Permit fee as calculated in Table 1 will apply, up to a maximum reduction of \$500.00.

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<sup>1</sup> Marshall and Swift Residential Cost Handbook base the cost of construction on the following:

- full construction cost of the total current monetary worth of all labour;
  - includes any market labour and any unpaid labour provided by an owner or volunteer; is to be factored as if it was market labour
- all fees and costs incurred for design;
- investigative testing;
- consulting services (Architect, Structural Engineers, etc.);
- construction (all components);
- construction management;
- contractor's profit and overhead;
- sales taxes; and
- construction insurance; related to the full completion building.



Where work requiring a Permit in accordance with the Bylaw has been started without obtaining a Permit, the Permit fees as calculated in Table 1 will be doubled provided that the additional Permit fee shall be a minimum of \$500 and up to a maximum of \$2,000.

**TABLE 1**

Up to \$20,000	\$15.21 per \$1000 or part thereof, minimum fee \$105.17
\$20,001 to \$50,000	\$304.20 plus \$13.62 per \$1000 or part thereof over \$20,000
\$50,001 to \$100,000	\$712.92 plus \$12.71 per \$1000 or part thereof over \$50,000
\$100,000 to \$1,000,000	\$1,348.62 plus \$10.63 per \$1000 or part thereof over \$100,000
Above \$1,000,001	\$10,841.22 plus \$10.06 per \$1000 or part thereof over \$1,000,000

In addition, the following fees may apply:

**PERMIT FEES FOR PLUMBING**

The fees payable for the issuance of a Permit for plumbing are calculated according to Table 2 below.

Where work requiring a Permit for plumbing in accordance with the Bylaw has been started without obtaining a Permit, the Permit fees as calculated according to Table 2 will be doubled.

Plumbing fixtures include, but are not limited to:

Water closet, sink, lavatory, bathtub, shower, hot water tank, clothes washer, dish washer, floor drain, roof drain, water heater, oil and grease interceptor, sump, catch basin, backflow prevention device, vacuum breaker and any similar appliance which is connected to sanitary drain water supply or internal rainwater leader.

**TABLE 2**

Fixtures/Appliances:
\$23.89 per plumbing fixture
\$33.46 for each water meter
\$49.96 for each sewage pump
\$99.93 for each public swimming pool or site constructed whirlpool
Alterations to Existing Piping Systems:
\$49.96 for each 30 metres of water, sanitary or storm drainpipe installed
Minimum Fee:
A minimum fee of \$99.93 for all Permits for plumbing

### **OTHER PERMIT TYPE FEES**

All other Permit type fees are listed in Table 3 below and are non-refundable.

**TABLE 3**

Demolition Permit	\$207.87
Fireplace and Chimney Permit	\$109.64
Moving Permit (within RMOW boundaries)	\$207.87
Foundation Permit	\$597.95
Fire Suppression System Permit	\$159.90 per sprinkler system
Temporary Permit	\$207.87

### **ADMINISTRATIVE AND INSPECTION FEES**

**TABLE 4**

The following fees are applicable during an application or inspection review and are non-refundable.

Alternative Solution Review (existing Permit application or Permit):	\$1,214.05
Occupancy Load Review	\$500.00
Product Test Report Review	\$149.84
Product Code Equivalency Report Review - first review	\$499.45
Product Code Equivalency Report Review - each additional review	\$299.67
Each Building inspection after the second inspection	\$73.09 (paid in advance)
Site Servicing Inspection Fees	<p>\$39.99 for the first 20 metres of potable water, sanitary sewer and storm drain services.</p> <p>\$15.99 for each additional 30 metres of potable water, sanitary sewer and storm drain services.</p> <p>\$39.99 for each 100 metres of drain tile.</p>
Permit inspection after normal operating hours of the RMOW	<p>\$73.09 per hour, billed by the quarter hour and include traveling time.</p> <p>Minimum charge of \$292.36.</p>
Voluntary Inspections	\$73.09 (paid in advance)

Plan Revisions for any existing Permit application or Permit:	\$73.09 per hour, billed by the quarter hour. Minimum charge of \$73.09.
Covenant Preparation (Land Title Office registration fee remains the responsibility of the Owner):	\$73.09 per hour, billed by the quarter hour. Minimum charge of \$73.09.
Property Record Request:	\$36.55.
Land Title Search (if requested by applicant)	\$35.00
Archiving:	\$2.88 per sheet of Building plans over 8 ½" x 11".  \$1.49 per sheet of Building plans 8 ½" x 11" or under.
Permit Extension Fee:	\$73.09
Permit Transfer or Ownership Transfer:	\$219.27
Miscellaneous Services:	\$73.09 per hour, billed by the quarter hour, payable upon delivery of services not otherwise mentioned in this Schedule.

## **REFUNDS**

Requests for refunds must be submitted in writing to the Building Official who will determine the amount of fees, if any, that may be refunded.

Refunds shall be calculated at the time the refund request is made and in accordance with Table 5.

The portion of the total calculated Permit fee that may be refunded is a percentage of the total fees payable under Schedule A and calculated based on a percentage related to functions undertaken by the RMOW per Table 5.

The refund shall be returned to the Owner named on the application for a Permit or the person named on the fee receipt, unless such person advises the Building Official, in writing and prior to the release of the refund, of a change in person to receive the refund, in which case the refund shall be returned to the person then authorized to receive it.

If the calculated refund is less than \$150.00, no refund shall be paid.

If an overpayment of a Permit fee occurs on a Permit application and the overpayment is less than \$100.00 the difference will not be refunded.

**TABLE 5**

Scenario	Refund Percentage
Application is rejected and not accepted for review	95%

Application is cancelled prior to review	75%
Application cancelled prior to Permit issuance	50%
Permit has been issued, and no field inspections have been performed after Permit issuance	45%
Permit has been issued, and field inspection(s) has been performed	5% per field inspection performed
After a period not less than two (2) years from the date of application being received, if: a) the application has not been cancelled; b) the Permit has not been issued; or c) the Permit has not been acted upon.	0%
Confirmation of Permit Application review	Up to \$500.00 (maximum)

## RESORT MUNICIPALITY OF WHISTLER

### CEMETERY MANAGEMENT AMENDMENT BYLAW (MISC FEES AND PLOT UPDATES) NO. 2484, 2025

#### A BYLAW TO AMEND THE CEMETERY MANAGEMENT BYLAW NO. 2367, 2023

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**WHEREAS** the Council has adopted “Cemetery Management Bylaw No. 2367, 2023”;

**AND WHEREAS** the Council deems it necessary and expedient to amend the Resort Municipality of Whistler “Cemetery Management Bylaw No. 2367, 2023”;

**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 the Resort Municipality of Whistler “Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025 ”.

#### AMENDMENTS

2. “Cemetery Management Bylaw No. 2367, 2023” is amended:
  - a) in section 3, by replacing the definition “Resident” with the following:

“**Resident**” means any person continuously and permanently residing, or having resided in the Resort Municipality of Whistler (RMOW) for a period of not less than six months at the time of purchasing a Right of Interment (with an exception for a person who has left the RMOW for palliative or other medical reasons), with such documentation to evidence residence as may be determined by the RMOW,
  - b) in Schedule A, by adding the following fees under the section entitled “MEMORIALS” in the corresponding sections.

MEMORIALS	FEES
In-Ground Lot: Memorial Marker Removal & Re-Installation	\$362.74
Columbaria Niche: Shipping Fees for Markers**	\$100.00
Scattering Memorial: Bronze Plaque & Engraving**	\$300.00
Scattering Memorial: Shipping Fees for Markers**	\$50.00

- c) in Schedule A, by replacing the following fees currently included under the section entitled “MEMORIALS” with the following:

Columbaria Niche: Panel Engraving **	\$530.00
Scattering Memorial: Installation	\$362.74

- d) in Schedule A, by adding the following at the bottom of the table under “\*Care Fund fees are mandatory by law”:

\*\*Subject to PST.

- e) by adding a new Section 9.1(c) as follows:

- (c) The dimensions of an urn containing Cremated Remains that are to be placed into a Columbaria Niche may not exceed 23 cm (9”) high x 23 cm (9”) wide x 23 cm (9”) deep.

GIVEN FIRST, SECOND and THIRD READINGS this 8 day of July, 2025.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
J. Crompton,  
Mayor

\_\_\_\_\_  
P. Lysaght,  
Corporate Officer

I HEREBY CERTIFY that this is a true copy of “Cemetery Management Amendment Bylaw (Misc Fees and Plot Updates) No. 2484, 2025”.

Dear Mayor and Council,

I hope this message finds you well. I would like to express my appreciation for your ongoing efforts to promote recreation in Whistler and Pemberton.

I am writing to propose that the Resort Municipality of Whistler (RMOW) invest in dedicated pickleball courts within our community. As you may know, pickleball is the fastest-growing sport in the world, and developing infrastructure for this sport can greatly enhance community engagement and health.

I encourage you to consider not only the construction of new pickleball-specific courts but also the possibility of reallocating some existing tennis courts to accommodate this growing interest.

Thank you for considering this proposal to enhance our recreational offerings in Whistler.

Best regards,

Suzanne Johnston

Whistler, BC

Dear Mayor and Council,

I hope this message finds you well.

I'm writing to sincerely thank you for passing the updated Environmental Protection Bylaw and the new Tree Protection Bylaw. These important steps reflect a deep commitment to Whistler's environmental values, and I truly appreciate the thoughtful work that Council and RMOW staff have put into moving these bylaws forward.

Like so many others in Whistler, I believe that protecting our trees and natural ecosystems is essential to the health, character, and future resilience of our community.

Trees are more than just part of the landscape - they're vital to biodiversity, habitat connectivity, carbon sequestration, and climate adaptation. They also support public health, mental well-being, and even the economic vitality that Whistler depends on. This bylaw doesn't just align with environmental goals; it strengthens the fabric of our entire community.

It also complements other critical RMOW initiatives, like the Priority Habitat Framework and the Big Moves Climate Strategy - particularly Goal 3, which focuses on protecting and enhancing the resilience of our natural assets and ecosystems.

Thank you again for your leadership on this issue and for helping to ensure that Whistler's policies reflect both the urgency of the climate crisis and the values of the people who call this place home. I am delighted by the news of the adoption of these bylaws alongside many others who care deeply about the future of our shared environment.

Warm regards,

K. Shoup	Whistler
G. Long	Vancouver



Dear Mayor & Council,

As a resident who cares deeply about the environmental health and long-term sustainability of the Whistler community, I am writing to express my strong support for the steps RMOW staff are taking to implement the Zero Waste Action Plan (ZWAP). I commend their commitment and ongoing work, and I am encouraged by recent progress, particularly the recent amendments to the Solid Waste Bylaw presented to Council on June 10th.

I am especially supportive of the bylaw changes that:

- Improve options for addressing non-compliance in multifamily housing,
- Clarify banned materials to support proper sorting,
- Introduce revised wood waste definitions and a reuse pilot initiative,
- Require solid waste management plans for certain permits.

However, as highlighted by RMOW staff during the June 10th Council meeting, Whistler is not on track to meet its target of reducing landfill waste by 80% by 2030 (from 2019 levels), with 11,577 tonnes generated last year, a far cry from the 2,368-tonne goal. The update made it clear that no new technology is needed; rather, we must shift how we manage waste and engage the community to drive meaningful change.

This is where bold leadership from the Council is essential. We need you to continue empowering staff, supporting the Zero Waste Working Group, and pushing forward solutions that make it easier to do the right thing, and harder to do the wrong thing. These targets are critical for measuring progress and driving meaningful action. Falling short should inspire renewed effort, not reduced ambition.

To accelerate progress toward our zero waste goals, I urge Council to consider the following recommendations

- Introduce hauler licensing and data reporting for greater oversight;
- Require clear bags for landfill-bound waste to encourage source separation;
- Expand local recycling options for items like asphalt shingles, furniture, and hazardous waste;
- Implement “Pay As You Throw” systems to create financial incentives for waste reduction;
- Provide free tire drop-off at the transfer station;
- Extend solid waste management plan requirements to all new builds, major renovations, and rezoning applications;
- Align mixed waste contamination limits with Squamish’s 5% threshold.

Effective waste management is essential for meeting climate targets because it reduces potent greenhouse gas emissions, conserves resources, and supports low-carbon, circular communities that are key to a sustainable future. The Zero Waste Action Plan provides a realistic and community-driven roadmap to reducing waste and building local resilience. It deserves full implementation.

I appreciate your ongoing leadership and look forward to seeing Whistler continue to move toward its sustainability goals.

Sincerely,  
Kris Shoup  
Whistler

To the attention of RMOW Mayor , Council , Fire chief and members of Whistler Fire department ,

In the early evening of July 11/25 there was a fire at a commercial facility in Function Junction . I have one of the unaffected units in the building and attended the scene as Fire fighters were finishing . The potential for massive loss could have been extensive . The facilities chemical suppression systems performed well and as intended but by far the key factor was the impressive performance and extremely fast response time by Whistler Fire Fighters . No doubt the recent decision to full time staff and place a truck at Spring Creek Hall #3 made the difference between what could have been damages in the millions of dollars and a business that will back to normal in a short period of time .

I would like to personally thank the Fire chief and his hard working professional crew for a job well done as well as members of Council for their recent decision to provide increased protection to the southern Whistler areas .

Sincere Regards ,

Paul Fournier

For contact reference only :

Paul Fournier

██████████ Whistler  
██████████ road

Dear Mayor and Council,

My name is Pegah Pourkarimi and I live in Squamish. I am the Executive Director of The Association of Whistler Area Residents for the Environment (AWARE) and I appreciate the opportunity to provide input on the RMOW's Parks and Valley Trail Strategy. As Whistler's environmental charity, we are committed to supporting long-term community planning that protects the natural assets on which both our ecological integrity and tourism-based economy depend.

We commend the RMOW for undertaking a comprehensive review of the parks and trail network and strongly encourage a strategy that upholds environmental values, promotes fiscally responsible planning and implementation, and integrates Natural Asset Management into both the design and maintenance phases. By recognizing the services provided by ecosystems, such as water filtration, carbon storage, habitat provision, and climate adaptation, Whistler can manage its parks and trail system in a way that both enhances recreational opportunities and sustains the ecological functions that underpin community health and resilience.

AWARE supports a Parks and Valley Trail Strategy that will:

1. **Prioritize Ecology & Climate Resilience**

Community feedback shows strong support for preserving ecological integrity and mitigating climate impacts through sustainable park and trail design. AWARE emphasizes protecting sensitive habitats, like wetlands and wildlife corridors, by reducing hard surfaces, improving drainage, and enhancing native vegetation buffers.

2. **Re-invest in Aging Infrastructure**

Many parks, such as Rainbow, Meadow, and Alpha Lake, are facing outdated irrigation and drainage systems with visitor wear nearing or exceeding capacity. AWARE calls for upgrading these systems, including smart irrigation, improved trail resilience, and park facilities maintenance plans, to match current and future use.

3. **Enhance Connectivity & Accessibility**

Whistler's 416 km trail network is valued for recreation and mobility. AWARE supports closing key gaps (e.g. Alpha Lake–Creekside link), expanding active-transportation routes, and ensuring accessibility for all ages and abilities, including accessible surfaces, seating, signage, and multi-modal connections. This supports RMOW's Big Moves Strategy.

#### 4. Manage Capacity with Smart Access & Parking Policies

Survey results flagged crowding, parking pressure, and capacity issues at high-use parks. AWARE urges RMOW to adopt access management tools, such as paid parking in busy hotspots, shuttle services, seasonal limits, and improved transit options, to balance visitation needs and preserve parks' serenity.

#### 5. Center First Nations Stewardship & Community Engagement

The strategy's foundation on Truth and Reconciliation, and respect for Squamish and Lílwat Nations, reflects shared values. AWARE supports co-led planning, interpretive cultural features, and ecological stewardship rooted in Indigenous knowledge, ensuring trail and park development honors ancestral lands and ongoing relationships.

In summary, AWARE advocates for a Parks & Valley Trail Strategy that balances environmental stewardship, infrastructure renewal, accessible mobility, capacity management, and Indigenous leadership. We urge RMOW to elevate these priorities and invest boldly in a future-ready, resilient outdoor network that serves both community and ecosystem.

The Parks and Valley Trail network is a defining feature of Whistler. Thoughtful, ecosystem-first planning will ensure these assets continue to support community well-being and biodiversity into the future. AWARE looks forward to continued collaboration with the RMOW to ensure the strategy reflects strong environmental stewardship and long-term sustainability.

Sincerely,

Pegah Pourkarimi (She/Her)



Executive Director

[ppourkarimi@awarewhistler.org](mailto:ppourkarimi@awarewhistler.org)

Good Morning,

I hope you are doing well.

My name is Aishwarya Ranjhan, and I am a Summer Marketing and Communications Intern at Arthritis Society Canada. I am reaching out on behalf of Nadia Formigoni, our Vice President of Brand, Direct Marketing and Communications, to kindly request your support in proclaiming September as Arthritis Awareness Month in Whistler.

We truly appreciate Whistler's past participation in this initiative. Your continued support plays an important role in raising awareness and showing solidarity with those affected by arthritis in your community.

For over 77 years, Arthritis Society Canada has relied on the strength of nationwide community support to advance its mission. This includes driving research, championing advocacy efforts, fostering innovation, and providing trusted information and support to individuals affected by arthritis.

Arthritis impacts six million Canadians, which means one in five people are living with the realities of this disease. It causes chronic pain, limits mobility, and significantly affects overall quality of life. Without greater awareness and action, this number is expected to rise to nine million by 2045.

Your renewed support through this proclamation would help amplify this important message and reinforce your municipality's dedication to those living with arthritis.

If you have any questions or need further information, please do not hesitate to reach out.

Thank you very much for your time and consideration.

Warm regards,

**Aishwarya Ranjhan**

Summer Intern, Marketing and Communications



[aranjhan@arthritis.ca](mailto:aranjhan@arthritis.ca)

**Arthritis Society Canada** 300 – 220 Bay Street, Toronto, ON M5J 2W4

**arthritis.ca**

## Proclamation Request

### WHEREAS

Nationwide community support has been critical throughout Arthritis Society Canada's 77-year history, enabling the organization to fulfill its mission to fight the fire of arthritis with research, advocacy, innovation, information and support.

### WHEREAS

Arthritis is a serious disease that causes debilitating pain, restricts mobility and diminishes quality of life. Six million people in Canada – 1 in 5 – live every day with the brutal realities of arthritis and there is no cure. Without a greater spotlight on this growing issue, the number of people in Canada with arthritis will rise to nine million by 2045.

### WHEREAS

During Arthritis Awareness Month this September, we will raise awareness, mobilize and engage communities to understand the devastating impact of arthritis, and stand with us to fight for an arthritis-free future.

We recognize the work underway to develop a nationwide Arthritis Action Plan to take on the big issues of arthritis, including prevention, equitable access to care and treatment, and elevating the urgency of the disease.

### WHEREAS

Arthritis Society Canada is Canada's national charity dedicated to extinguishing arthritis for good.

We respectfully request that Whistler issue a proclamation declaring September Arthritis Awareness Month to help us reach your community with our message and to illustrate your support for those living with the disease, and their families.



300 - 220 Bay Street, Toronto, ON M5J 2W4 | [arthritis.ca](http://arthritis.ca)  
Charitable Number: 10807 1671 RR0003

