

WHISTLER

AGENDA

REGULAR MEETING OF MUNICIPAL COUNCIL TUESDAY, MARCH 3, 2015, STARTING AT 5:30 PM

In the Franz Wilhelmsen Theatre at Maurice Young Millennium Place
4335 Blackcomb Way, Whistler, BC V0N 1B4

ADOPTION OF AGENDA

Adoption of the Regular Council agenda of March 3, 2015.

ADOPTION OF MINUTES

Adoption of the following minutes of Council meetings:

- Regular Council minutes of February 17, 2015
- Public Hearing minutes of February 17, 2015 for Bylaw 2076
- Public Hearing minutes of February 17, 2015 for Bylaw 2072

PUBLIC QUESTION AND ANSWER PERIOD

PRESENTATIONS/DELEGATIONS

Years of Service
Recognition

A presentation by Mayor Wilhelm-Morden recognizing Barrett Fisher, President and CEO of Tourism Whistler, for 25 years of service.

MAYOR'S REPORT

ADMINISTRATIVE REPORTS

Declaration of the Right
to a Healthy
Environment
Report No. 15-034
File No. 8377

That Council endorse the Declaration of the Right to a Healthy Environment as presented in Appendix A to Administrative Report 15-034.

Agreement for Disaster
Relief Services
Report No. 15-035
File No. 850

That Council endorse the proposed Agreement for Disaster Relief Services between the Resort Municipality of Whistler and Canadian Red Cross presented in Appendix A to Administrative Report 15-035.

DP 1390 – Clocktower
Storefront Renovations
(4341 Village Lane)
Report No. 15-036
File No. RZ1096,
DP1390

That Council approve Development Permit Application No. 1390 for the development of commercial storefront renovations for the Clocktower Hotel, as per the site and architectural plans prepared by Urban Design Group Architects, dated December 5, 2014, attached as Appendix A to Administrative Report No. 15-036, subject to the resolution of the following items to the satisfaction of the General Manager of Resort Experience:

1. Adoption of Zoning Amendment Bylaw (CC1 Zone – Clocktower Hotel), No. 2070, 2014;
2. Provision of a letter of credit, or other approved security, in the amount of 135 percent of the costs of the hard and soft landscape works as security for the construction and maintenance of these works;
3. Registration of a covenant on title requiring that all development is constructed according to the site and architectural plans prepared by Urban Design Group Architects, dated December 5, 2014; and,
4. Registration of an encroachment agreement for structural landscape features on municipal property; and further,

That Council authorize the Mayor and Corporate Officer to execute any necessary legal documents for this application.

RZ1100 – 8017 Highway
99 – Amendments to
CTI1 Zone
Report No. 15-037
File No. RZ1100, Bylaw
2076

That Council consider giving third reading to Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015.

MINUTES OF COMMITTEES AND COMMISSIONS

Recreation and Leisure
Advisory Committee

Minutes of the Recreation and Leisure Advisory Committee meetings of:

- September 11, 2014.
- October 9, 2014
- November 13, 2014

Emergency Planning
Committee

Minutes of the Emergency Planning Committee meeting of October 6, 2014.

Finance and Audit
Standing Committee

Minutes of the Finance and Audit Standing Committee meeting of February 2, 2015.

Forest and Wildland
Advisory Committee

Minutes of the Forest and Wildland Advisory Committee meeting of January 14, 2015.

BYLAWS FOR THIRD READING

Zoning Amendment
Bylaw (CT11 Zone –
8017 Highway 99) No.
2076, 2015

In general terms, the purpose of the proposed Bylaw is to amend the CT11 (Community and Transportation Infrastructure One) Zone to:

- change the amenity requirements to permit an option for a pedestrian underpass at the railway track immediately north of the subject lands in addition to the currently permitted pedestrian bridge, and
- add restrictions to the permitted outdoor recreation uses, restrict the maximum permitted gross floor area and restrict the maximum permitted floor space ratio.

BYLAWS FOR ADOPTION

Zoning Amendment
Bylaw (CC1 Zone –
Clock Tower Hotel), No.
2070, 2014

In general terms, the purpose of the proposed Bylaw is to amend the density provisions of the CC1 zone regarding permitted Gross Floor Area for the Clocktower Hotel parcel from 1,179 square metres to 1,196 square metres, to accommodate a proposed addition of 16.84 square metres of retail space.

Zoning Amendment
Bylaw (Development
Permit Exemptions) No.
2071, 2014

In general terms, the purpose of Zoning Amendment Bylaw (Development Permit Exemptions) No. 2071, 2014 is to:

1. Amend the Zoning Bylaw to exempt single-family and duplex development from the requirement to obtain a development permit, except for development that is within a development permit area for the protection of the environment, 30 metres of the high water mark of a stream or the R11 Residential Infill One zone.
2. Add the following definition of stream:

“stream” includes any of the following that provides fish habitat:

(a) a watercourse, whether it usually contains water or not;
(b) a pond, lake, river, creek or brook;
(c) a ditch, spring or wetland that is connected by surface flow to something referred to in paragraph (a) or (b).
3. Replace the definition of “high water mark” with:

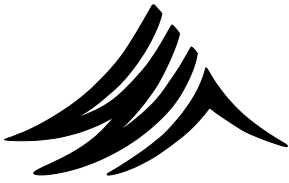
“high water mark” means the visible high water mark of a stream where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the stream a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself, and includes the active floodplain;
4. Delete “natural boundary” and its definition in Section 2 and replace “natural boundary” with “high water mark” throughout the bylaw.

OTHER BUSINESS

CORRESPONDENCE

Declaration of the Right to a Healthy Environment File No. 8377	Correspondence from Kelly Ridley, Manager of Legislative Support for the City of Port Moody, dated February 23, 2015, regarding a resolution by the Port Moody City Council declaring that every citizen has the right to live in a healthy environment, and requesting Council's support of this initiative.
LMLGA Convention File No. 2083	Correspondence from Chuck Puchmayr, President of the Lower Mainland Local Government Association (LMLGA) regarding the 2015 Lower Mainland Local Government Association convention.
British Columbia Aboriginal Network on Disability Society File No. 3009	Correspondence from Neil Belanger, Executive Director of the British Columbia Aboriginal Network on Disability Society (BCANDS), dated February 11, 2015, requesting support of the initiative through a community donation of \$200 to the British Columbia Aboriginal Network on Disability Society, and a short video clip of the organization's support.
Landscape Architecture Day File No. 3009.1	Correspondence from Tara Culham, Executive Director, dated February 16, 2015, requesting April 24, 2015 be proclaimed "Landscape Architecture Day."
Pregnancy and Infant Loss Awareness Day File No. 3009.1	Correspondence from Mark, Robyn and Owen Edmondson, dated February 18, 2015, requesting October 15, 2015 be proclaimed "Pregnancy and Infant Loss Awareness Day, and that the lights on the bridge across the Fitzsimmons Creek be changed to the campaign colours of pink and blue for that evening with a sign explaining the event and municipal support of the issue.

ADJOURNMENT



WHISTLER

MINUTES

**REGULAR MEETING OF MUNICIPAL COUNCIL
TUESDAY, FEBRUARY 17, 2015, STARTING AT 5:31 PM**

**In the Franz Wilhelmsen Theatre at Maurice Young Millennium Place
4335 Blackcomb Way, Whistler, BC V0N 1B4**

PRESENT:

Mayor N. Wilhelm-Morden

Councillors: S. Anderson, J. Crompton, J. Ford, J. Grills, A. Janyk,
S. Maxwell

Chief Administrative Officer, M. Furey
General Manager of Infrastructure Services, J. Paul
Acting General Manager of Corporate and Community Services,
K. Roggeman
General Manager of Resort Experience, J. Jansen
Director of Planning, M. Kirkegaard
Corporate Officer, S. Story
Manager of Environmental Stewardship, H. Beresford
Senior Planner, M. Laidlaw
Planner, F. Savage
Planning Analyst, B. McCrady
Recording Secretary, A. Winkle

ADOPTION OF AGENDA

Moved by Councillor J. Ford
Seconded by Councillor S. Anderson

That Council adopt of the Regular Council agenda of February 17, 2015.
CARRIED

ADOPTION OF MINUTES

Moved by Councillor J. Grills
Seconded by Councillor A. Janyk

That Council adopt the Regular Council minutes of February 3, 2015.
CARRIED

PUBLIC QUESTION AND ANSWER PERIOD

There were no questions from the public.

MAYOR'S REPORT

Mayor Wilhelm-Morden reported that a petition has been circulating recently that is making headlines, requesting that the date of Family Day in B.C. be moved from the second Monday in February to the third Monday in February. The third Monday in February is a long weekend in many other provinces and it is Presidents' Day in the United States. The municipality worked with Tourism Whistler and Whistler Blackcomb in 2012 to provide support to the provincial government for having Family Day on the second Monday in February. We continue to support keeping Family Day on the second Monday in February. Keeping Whistler busy for two long weekends is good for the resort and allows British Columbians to celebrate the day with fewer crowds. Mayor Wilhelm-Morden encouraged everyone to vote on the CBC News website on the Family Day issue.

Mayor Wilhelm-Morden reported that the forecasted rain event from February 6 to 8, 2015, was not as severe as it could have been. The RMOW took preventative measures to prepare for the flooding. A self-serve sandbag station was available at the Public Works Yard 24 hours per day.

Mayor Wilhelm-Morden reported that the Cheakamus Community Forest open house was held on Thursday, February 5 and was attended by around 20 people. Attendees reviewed the proposed plans for 2015 for harvesting and road development areas, road construction for logging areas, and landscape level FireSmart planning areas.

Mayor Wilhelm-Morden reported that Sunday, February 15, 2015 was the 50th anniversary of the Canadian national flag. To celebrate, Family Après had a flag theme with mini Canadian flags, Canadian-themed animation roaming the Village, family friendly activities at Whistler Olympic Plaza, the singing of Oh Canada, and a birthday cake. If you took photos, you can use the hashtag #flag50 to share them with the rest of Canada and the Federal Government.

Mayor Wilhelm-Morden invited residents, property owners and members of the business community to the Budget Community Meeting scheduled for Wednesday, February 25 from 6:00 to 9:00 p.m. at Millennium Place. Mayor Wilhelm-Morden thanked the 49 people who completed a recent survey online to provide feedback on the start time, format, and content of the meeting. The time and focus of the meeting were changed according to the feedback of this community input. The meeting will include a Gallery walk from 6:00 p.m. to 6:30 p.m., a presentation on preliminary 2015 budget information and 2014 corporate and community indicators from 6:30 to 7:30 p.m., followed by a question and answer period and opportunities to talk to staff and Council. Visit whistler.ca/budget for more information about the budget process.

INFORMATION REPORTS

Cheakamus Community
Forest 2014 Update
Report No. 15-029
File No. 8370

Moved by Councillor S. Maxwell
Seconded by Councillor A. Janyk

That Information Report No. 15-029 regarding the Cheakamus Community Forest be received.

CARRIED

At 6:00 p.m., a public hearing was held for Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015.

At 6:15 p.m., a public hearing was held for Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2072, 2015.

At 6:22 p.m. the meeting resumed.

ADMINISTRATIVE REPORTS

DVP 1092 – 1030 Legacy
Way– Building Setback
and Parking Variances
Report No. 15-030
File No. DVP 1092

Moved by Councillor J. Ford
Seconded by Councillor J. Crompton

That Council approve the issuance of Development Variance Permit DVP 1092 for the proposed development located at 1030 Legacy Way to:

1. Vary the building setbacks as follows:
 - a) Vary the front setback from 3.0 metres to 1.6 metres for the building and from 2.0 metres to 1.3 metres for the roof eave.
 - b) Vary the rear setback from 6.0 metres to 3.7 metres for the building, from 5.0 metres to 3.7 metres for the roof eave, and from 4.0 metres to 3.1 metres for balcony projections.
 - c) Vary the west side setback from 4.0 metres to 2.5 metres for the building, from 3.0 metres to 1.9 metres for the roof eave, and from 3.0 metres to 1.9 metres for the bay window.
 - d) Vary the east side setback from 4.0 metres to 2.4 metres for the building, from 3.0 metres to 1.6 metres for the roof eave, and from 3.0 metres to 1.9 metres for the bay window.
2. Vary the parking regulations as follows:
 - a) Permit 3 tandem parking spaces.
 - b) Vary the setback for a parking space from 1.5 metres to 0 metres from the parcel boundary.
 - c) Vary the length of 2 parking spaces from 6.1 metres to 5.6 and 5.0 metres.

all as shown on the architectural and landscape plans Rev.3 prepared by Murdoch Company Architecture + Planning Ltd. and Crosland Doak Design attached as Appendix C as revised to Administrative Report No. 15-030.

CARRIED

LLR 128 - Conference
Centre Extension of
Hours for WSSF Event
Report No. 15-031
File No. LLR 128

Moved by Councillor J. Grills
Seconded by Councillor A. Janyk

That Council authorize hours of liquor sale to 4:00 a.m. on the night of Saturday, April 18, 2015 at the Whistler Conference Centre for a special World Ski & Snowboard Festival event.

CARRIED

LLR 128 – Bearfoot
Bistro Extension of
Hours for WSSF Event
Report No. 15-032
File No. LLR 128

Moved by Councillor A. Janyk
Seconded by Councillor J. Grills

That Council authorize hours of liquor sale to 4:00 a.m. on the night of Saturday, April 11, 2015 at the Bearfoot Bistro in the Listel Hotel Whistler for a special World Ski & Snowboard Festival event.

CARRIED

LLR 128 – Maxx Fish
Extension of Hours for
Special Event
Report No. 15-033
File No. LLR 128

Moved by Councillor J. Ford
Seconded by Councillor J. Crompton

That Council authorize hours of liquor sale to 3:00 a.m. on the night of Saturday, February 28, 2015 at Maxx Fish nightclub for a private special event.

CARRIED

MINUTES OF COMMITTEES AND COMMISSIONS

Public Art Committee

Moved by Councillor S. Maxwell
Seconded by Councillor A. Janyk

That minutes of the Public Art Committee meeting of December 10, 2014 be received.

CARRIED

BYLAWS FOR THIRD READING

Zoning Amendment
Bylaw (CT11 Zone –
8017 Highway 99) No.
2076, 2015

No action was taken regarding Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015.

Land Use Contract
Amendment Bylaw
(Blueberry Hill) No.
2072, 2015

Moved by Councillor J. Ford
Seconded by Councillor S. Anderson

That Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2072, 2015 receive third reading.

CARRIED

BYLAWS FOR ADOPTION

Zoning Amendment
Bylaw (RM69 Zone –
Residential Multiple
Sixty-Nine) No. 2066,
2014

Moved by Councillor J. Crompton
Seconded by Councillor J. Ford

That Zoning Amendment Bylaw (RM69 Zone – Residential Multiple Sixty-Nine) No. 2066, 2014 be adopted.

CARRIED

Zoning Amendment
Bylaw (Retail Liquor
Sales – 1-4573 Chateau
Blvd) No. 2069, 2014

Moved by Councillor A. Janyk
Seconded by Councillor J. Grills

That Zoning Amendment Bylaw (Retail Liquor Sales – 1-4573 Chateau Blvd) No. 2069, 2014 be adopted.

CARRIED

Park Use Amendment
Bylaw (Cross Country
and Snowshoe Trails)
No. 2074, 2015

Moved by Councillor J. Ford
Seconded by Councillor J. Crompton

That Park Use Amendment Bylaw (Cross Country and Snowshoe Trails) No. 2074, 2015 be adopted.

CARRIED

Municipal Ticket
Information System
Amendment Bylaw
(Cross Country and
Snowshoe Trails) No.
2075, 2015

Moved by Councillor J. Ford
Seconded by Councillor J. Crompton

That Municipal Ticket Information System Amendment Bylaw (Cross Country and Snowshoe Trails) No. 2075, 2015 be adopted.

CARRIED

OTHER BUSINESS

Bylaw Enforcement
Officer Appointment

Moved by Councillor A. Janyk
Seconded by Councillor J. Grills

Whereas the Council of the Resort Municipality of Whistler ("Whistler") wishes to appoint Chelsea LeGault as a Bylaw Enforcement Officer pursuant to section 36 of the *Police Act*, R.S.B.C. 1996, c 367, and upon Chelsea LeGault swearing the oath pursuant to section 1(b) of Police Oath/Solemn Affirmation Regulation, B.C. Reg. 136/2002 before a Commissioner for taking Affidavit in the Province of British Columbia, Whistler hereby appoints Chelsea LeGault as a Bylaw Enforcement Officer to perform the functions and duties specified in the Parking Enforcement Officer job description.

CARRIED

CORRESPONDENCE

Moratorium to Allow
BCUC to Review
Proposed Site C Project
File No. 3009

Moved by Councillor J. Grills
Seconded by Councillor A. Janyk

That correspondence from Terry Webster, dated January 29, 2015, requesting municipal governments to encourage the BC Government to follow the recommendation of their Joint Review Committee to refer the issue to the BC Utilities Commission (BCUC) to analyze the Site C project before beginning construction be received.

CARRIED

ADJOURNMENT

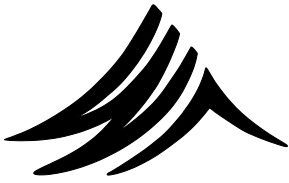
Moved by Councillor J. Crompton

That Council adjourn the February 17, 2015 Council meeting at 7:01 p.m.

CARRIED

Mayor N. Wilhelm-Morden

Corporate Officer: S. Story



WHISTLER

MINUTES

**PUBLIC HEARING OF MUNICIPAL COUNCIL
TUESDAY, FEBRUARY 17, 2015 STARTING AT 6:00 PM**

**In the Franz Wilhelmssen Theatre at Maurice Young Millennium Place
4335 Blackcomb Way, Whistler, BC V0N 1B4**

PRESENT:

Mayor N. Wilhelm-Morden

Councillors: S. Anderson, J. Crompton, J. Ford, J. Grills, A. Janyk,
S. Maxwell

Chief Administrative Officer, M. Furey
General Manager of Infrastructure Services, J. Paul
Acting General Manager of Corporate and Community Services,
K. Roggeman
General Manager of Resort Experience, J. Jansen
Director of Planning, M. Kirkegaard
Corporate Officer, S. Story
Manager of Environmental Stewardship, H. Beresford
Senior Planner, M. Laidlaw
Planner, F. Savage
Planning Analyst, B. McCrady
Recording Secretary, A. Winkle

The Public Hearing is convened pursuant to Section 890 of the *Local Government Act* R.S.B.C. 1996, c. 323 to allow the public to make representations to Council respecting matters contained in "Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015" (the "proposed Bylaw").

Everyone present shall be given a reasonable opportunity to be heard or to present written submissions respecting matters contained in the proposed bylaw. No one will be discouraged or prevented from making their views known. However, it is important that remarks be restricted to matters contained in the proposed Bylaw.

When speaking, please commence your remarks by clearly stating your name and address.

Members of Council may, ask questions following presentations however, the function of Council at a Public Hearing is to listen rather than to debate the merits of the proposed Bylaw.

MINUTES

Public Hearing

Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015

February 17, 2015

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Zoning Amendment
Bylaw (CT11 Zone –
8017 Highway 99)
No. 2076, 2015

As stated in the Notice of Public Hearing, in general terms, the purpose of the proposed Bylaw is to amend the CT11 (Community and Transportation Infrastructure One) Zone to:

- change the amenity requirements to permit an option for a pedestrian underpass at the railway track immediately north of the subject lands in addition to the currently permitted pedestrian bridge, and
- add restrictions to the permitted outdoor recreation uses, restrict the maximum permitted gross floor area and restrict the maximum permitted floor space ratio.

Explanation

An explanation was given by Melissa Laidlaw, Senior Planner, concerning the proposed Bylaw.

Submissions

Milo Rusimovich, 8542 Buckhorn Place:

- thanked Councillor S. Anderson and Councillor J. Crompton for their help this morning and the planning department for attempting to give him some information.
- stated that it is his opinion that this hearing should be postponed. According to the *Local Government Act* Division 4, Section 8, paragraph 9, there has to be a sign posted at the location. He commented if you don't read a paper you would not be aware of this meeting.

M. Furey asked for clarification if Mr. Rusimovich was referring to tonight's meeting or the property development.

Mr. Rusimovich responded that he was referring to tonight's meeting.

S. Story commented that the law as stated by the *Local Government Act* requires that notice be delivered to all of the adjacent properties around the property that is going to be developed, and that was done. Firstly, it was sent through the tax roll to anyone who is a property owner and secondly, hand delivered to any tenants in the area.

Mr. Rusimovich:

- commented that the Council of 2012 moved to register the covenant and adopt the CT11 zoning and the OCP bylaws. The OCP mentioned was struck down because the wording to register the covenant included the word "and," and struck down the OCP bylaws.
- asked how that affected the covenant.
- commented that in the package it states that the owners of the land are required to provide a pedestrian bridge, in this case an underpass, over the railway track. In the documents he has, there is no mention of RMOW contribution. He commented there is no figure of how much we are supposed to pay.

J. Jansen responded that in the original rezoning, there was a requirement by the developer to construct an overpass to the northern railway track, and so that obligation remains with the underpass as well. It was always conceived that the

municipality would pick up the cost off the property north of the railway track to complete either the bridge or, in this case, the underpass structure.

Milo Rusimovich:

- commented that there is not a provision for holdback amount until certificate of final completion is received in this recommendation, which is common practice in the construction industry, especially in today's construction industry, especially for a capital project like this.

J. Paul responded that, as noted in a previous council report, there were resolutions specifically authorizing the approving officer to roll these capital works into a subdivision servicing agreement. A subdivision servicing agreement is structured exactly like a construction contract wherein there is a holdback for a period of one year, or to the satisfaction of the monitoring engineer. There are various administrative policies that dictate the amount of securities to be held, how long they are to be held, and when they are to be released, and how to be released, and to whom.

Mr. Rusimovich commented those weren't available in the package he picked up.

Mr. Rusimovich:

- commented that the cost to the RMOW relies only on one estimation provided by the owners own engineer, without tender and without competitive estimates as would be normal practice before authorizing public funding for of ¾ of a million dollars whether or not any costs for this underpass should be charged to the community.
- asked members of Council if any of them had attended this proposed site during the rain period last month and in November.

Mayor Wilhelm-Morden reminded Mr. Rusimovich that, as stated in the opening comments for the public hearing, Council is not here to debate. She welcomed him to make his point about water flows or flooding without debate.

Mr. Rusimovich:

- commented that he would suggest this is a flood plain area. He commented that he has been there when the rain is heavy.
- he expressed concerns people travelling through a tunnel at night, in a very secluded area, lit or not.
- commented that originally this rezoning was granted with an amenity, with the amenity being the bridge.
- he expressed a lack of clarity on why we should pay for it.
- he asked Council to reconsider this zoning as an amenity.

Mayor Wilhelm-Morden called three times for any submissions by the public.

Correspondence Shannon Story, Corporate Officer, indicated that two pieces of package in favour of the bylaw were received regarding the proposed Bylaw.

ADJOURNMENT

Hearing no further comments, the Public Hearing adjourned at 6:15 p.m.

Mayor Wilhelm-Morden

Corporate Officer: S. Story



WHISTLER

MINUTES

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TUESDAY, FEBRUARY 17, 2015 STARTING AT 6:15 PM**

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PRESENT:

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Planner, F. Savage
Planning Analyst, B. McCrady
Recording Secretary, A. Winkle

The Public Hearing is convened pursuant to Section 890 of the *Local Government Act* R.S.B.C. 1996, c. 323 to allow the public to make representations to Council respecting matters contained in "Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2072, 2015" (the "proposed Bylaw").

Everyone present shall be given a reasonable opportunity to be heard or to present written submissions respecting matters contained in the proposed bylaw. No one will be discouraged or prevented from making their views known. However, it is important that remarks be restricted to matters contained in the proposed Bylaw.

When speaking, please commence your remarks by clearly stating your name and address.

Members of Council may, ask questions following presentations however, the function of Council at a Public Hearing is to listen rather than to debate the merits of the proposed Bylaw.

Land Use Contract
Amendment Bylaw
(Blueberry Hill) No.
2072, 2015

As stated in the Notice of Public Hearing, in general terms, the purpose of the proposed Bylaw is to amend the land use contract of the subject lands by replacing the contract's existing Gross Floor Area definition with "Zoning and Parking Bylaw No. 303, 1983" Gross Floor Area definition as follows:

"gross floor area" means the total area of all floors in all buildings on a parcel, measured to the outside surface of the exterior walls of the building including stairwells, basements and cellars but excluding areas specified in subsection 25.1 of Section 5.

Zoning and Parking Bylaw No. 303, 1983, Section 5.25.1:

The following are excluded from the gross floor area calculations:

For detached dwelling and duplex dwelling buildings:

- (a) basement floor area having an elevation at least 1 metre below the average level of finished ground adjoining the exterior walls of the building, to a maximum of 125% of the floor area of the storey immediately above;
- (b) crawl spaces;
- (c) void spaces;
- (d) parking areas;
- (e) elevators;
- (f) areas occupied by fixed machinery and equipment; and
- (g) exterior wall thickness in excess of 6" (152 mm).

Explanation

An explanation was given by Brook McCrady, Planning Analyst, concerning the proposed Bylaw.

Submissions

Chuck Ikona, 3502 Falcon Crescent, asked for an indication of how much of an increase in buildable footage this would mean in this situation. He noted there are about 465 square metres allowed at present.

B. McCrady, Planning Analyst, responded that the Blueberry Land Use Contract can allow for up to 465 square meters of floor area. With the excludable area, it can be up to 150% of the area from that above. He commented that there are no house plans at this time for those lots.

Mayor Wilhelm-Morden called three times for submissions from the public.

Correspondence

Shannon Story, Corporate Officer, indicated that no correspondence was received regarding the proposed Bylaw.

ADJOURNMENT

Hearing no further comments, the Public Hearing adjourned at 6:22 p.m.

Mayor Wilhelm-Morden

Corporate Officer: S. Story



REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: March 3, 2015

REPORT: 15-034

FROM: Environmental Stewardship

FILE: 8377

SUBJECT: DECLARATION OF THE RIGHT TO A HEALTHY ENVIRONMENT

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council endorse the Declaration of the Right to a Healthy Environment as presented in Appendix A to Administrative Report 15-034.

REFERENCES

Appendix A – Declaration of the Right to a Healthy Environment

PURPOSE OF REPORT

The purpose of this report is to present to Council for endorsement the Declaration of the Right to a Healthy Environment as presented in Appendix A.

DISCUSSION

At the Regular Council Meeting on January 13, 2015, Council received correspondence dated December 10, 2014 from Claire Ruddy of the Association of Whistler Area Residents for the Environment (AWARE). In this correspondence, AWARE requested that the development of a declaration of environmental rights for Whistler be referred to staff, and requested to work with staff to revisit Whistler2020 to involve the wider community in sustainability actions.

This request from AWARE relates to a current campaign of the David Suzuki Foundation targeting the recognition of peoples' right to a healthy environment – clean water, fresh air, healthy food and a chance to participate in decisions that affect these things – by all levels of government across Canada.

Today, Canada is among a minority of countries that does not yet recognize the right to a healthy environment in our national Constitution. Through the Blue Dot campaign, the David Suzuki Foundation is calling upon municipalities across Canada to pass declarations respecting people's right to a healthy environment, which will presumably put pressure on the provinces to follow suit and pass environmental bills of rights. When seven out of ten provinces, representing more than 50 percent of the Canadian population have recognized the right to a healthy environment, the Blue Dot campaign's goal is to then have citizens' right to a healthy environment recognized in the Canadian Charter of Rights and Freedoms. To date, at least eleven cities including Vancouver, Richmond, Montreal and Victoria have formally declared their commitment to recognize, respect and promote citizens' rights to a healthy environment. While a declaration is not a legally binding or enforceable document (and thereby does not add to liability risk), it enables a municipality to voice specific intentions or commitments in a formal manner.

Should the campaign be successful and the Charter amended (a lengthy process) to include the right to a healthy environment, it will very likely result in litigation related to the new changes. However, at this time we are unable to quantify the extent or nature of that litigation and possible implications for RMOW. There would be a period of time during which governments would review and presumably strengthen environmental laws and standards in order to meet their new obligations to fulfill the right to a healthy environment. Section 1 of the Charter would apply to the right, enabling governments to place reasonable limits on the right.

Reflecting the values of its citizens, the RMOW has a strong history of demonstrating leadership in environmental stewardship and sustainability, recognizing that a healthy environment is inextricably linked to the success and well-being of the resort community. Protecting Whistler's environmental resources has been identified as a priority and is highlighted in the RMOW Corporate Plan, the Official Community Plan (OCP) and Whistler2020.

The Whistler2020 sustainability plan in particular provides a solid platform through which the commitments articulated in the proposed declaration are currently being pursued. Based on this foundation and related programs, the RMOW continues to regularly monitor, report on and integrate environmental and broader sustainability objectives across municipal planning, decision-making, legislative and operational activities, thereby supporting the fulfillment of this declaration.

Council's endorsement of the declaration as presented in Appendix A would be consistent with and would reinforce the RMOW's existing commitment to protect the environment and a healthy quality of life. Furthermore, such a declaration would support the broader objective of a recognition of such rights being embedded in Canada's Constitution, ensuring that all Canadians benefit from a healthy environment and input in related decisions.

WHISTLER 2020 ANALYSIS

Endorsement of this declaration supports Whistler's movement towards numerous Descriptions of Success across at least 11 Whistler2020 Strategies. Below are a few key examples:

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Energy	The energy system is continuously moving towards a state whereby a build-up of emissions and waste into air, land and water is eliminated.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	The energy system is continuously moving towards a state whereby the net physical impact to land and water ecosystems is eliminated.	Endorsement of this declaration would support Whistler's movement toward this description of success.
Finance	Financial principles, practices and tools employed by both the public and private sectors encourage behaviour that moves Whistler towards success and sustainability.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	The long-term consequences of decisions are carefully considered.	Endorsement of this declaration would support Whistler's movement toward this description of success.
Health & Social	Chemical-free, organically-grown food produced in the Sea to Sky corridor is available year-round at a price affordable to community members.	Endorsement of this declaration would support Whistler's movement toward this description of success.

Materials & Solid Waste	Whistler is using durable materials that are less environmentally harmful, preferring recycled, natural and sustainably harvested materials, and plentiful metals.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	Substances and chemicals that are harmful to human health are being eliminated, replaced or managed in a way that they do not disperse in nature.	Endorsement of this declaration would support Whistler's movement toward this description of success.
Natural Areas	An ecologically functioning and viable network of critical natural areas is protected and, where possible, restored.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	Use of critical natural areas is avoided and use of surrounding areas is limited to ensure ecosystem integrity.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	Indigenous biodiversity is maintained.	Endorsement of this declaration would support Whistler's movement toward this description of success.
Partnership	Decisions consider the community's values as well as short and long-term social, economic and environmental consequences.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	Stakeholders work together on decisions that affect them and collaborate with neighbouring municipalities and First Nations.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	Whistler's transportation system is transitioning toward renewable energy sources, improving air quality, and maintaining ecosystem integrity.	Endorsement of this declaration would support Whistler's movement toward this description of success.
Water	Whistler's potable water supply system delivers water of excellent quality, which meets or exceeds all relevant health standards, and meets benchmark aesthetic standards whenever possible.	Endorsement of this declaration would support Whistler's movement toward this description of success.
	Water supply is distributed reliably, equitably and affordably – and is managed proactively within the context of effective and efficient emergency preparedness.	Endorsement of this declaration would support Whistler's movement toward this description of success.

The proposed declaration does not move us away from any Whistler2020 Descriptions of Success.

OTHER POLICY CONSIDERATIONS

Protecting Whistler's environmental resources has been identified as a priority and is highlighted in the Corporate Plan, the OCP and Whistler2020.

The OCP contains detailed policies regarding land use, development, reduction of greenhouse gases and the protection of the natural environment.

The Corporate Plan outlines a set of recently revised goals and strategies, including:

- Corporate Goal #4 – Municipal decision-making supports the effective stewardship of natural assets and ecological function
- Corporate Strategy #5 – Commit to strategies and practices to drive improved environmental performance outcomes

Whistler2020 is the most significant RMOW policy related to the content of the proposed declaration. The Whistler2020 Vision, Community Priorities, Strategy Areas, Actions and Priority Indicators provide a solid framework through which to fulfill the commitments articulated in the declaration, such as monitoring and reporting on progress towards environmental objectives.

The RMOW has also enacted various bylaws in support of the maintenance of clean air, clean water and protection of the natural environment. For example, the Environmental Protection Bylaw No. 2000, 2012 prohibits pollution of waterways and the Parking and Traffic Bylaw, No. 1512 prohibits vehicle idling for longer than one minute.

The RMOW was one of the first signatories of the Provincial Climate Action Charter. The Charter has been signed by more than 180 local governments across BC and declares our shared understanding that:

- the evidence of global warming is unequivocal and the effects of climate change are evident across British Columbia;
- reducing GHG emissions will generate environmental and health benefits for individuals, families, and communities;
- climate change and reducing GHG emissions are issues of importance to British Columbians;
- governments urgently need to implement effective measures to reduce GHG emissions and anticipate and prepare for climate change impacts; and
- protecting the environment can be done in ways that promote economic prosperity.

The above policies are consistent with the Declaration of the Right to a Healthy Environment as presented in Appendix A.

BUDGET CONSIDERATIONS

There are no budget considerations associated with the proposed declaration.

COMMUNITY ENGAGEMENT AND CONSULTATION

There is no community engagement or consultation directly associated with the proposed endorsement of this declaration. The declaration, as presented in Appendix A, does include a commitment to consult with citizens as part of the integration of environmental objectives in the ongoing implementation of programs with environmental aspects, and in support of the fulfillment of this declaration.

SUMMARY

Recognition of environmental rights goes hand in hand with recognition of a collective responsibility to work towards the maintenance of a healthy environment. The RMOW has long demonstrated its commitment to protecting the natural environment and the health and well-being of its citizens, exemplified in some of the municipality's highest level plans and policies. The endorsement of this declaration seeks to reflect, reaffirm and reinforce such existing policies towards the continued health and success of our resort community. Furthermore, endorsement of this declaration would raise the profile of peoples' right to a healthy environment in solidarity with other municipalities across Canada towards inspiring action at other government levels, ultimately resulting in a healthier country for all.

Respectfully submitted,

Tina Symko
ENVIRONMENTAL COORDINATOR
for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE



COUNCIL DECLARATION

THE RIGHT TO A HEALTHY ENVIRONMENT

Whereas the Resort Municipality of Whistler understands that people are part of the environment and that a healthy environment is inextricably linked to the well-being of our community;

Whereas the Resort Municipality of Whistler recognizes the mutual importance and interconnectedness of a healthy environment, a strong economy and a healthy society as we move toward sustainability;

Whereas the Resort Municipality of Whistler recognizes that environmental protection is a fundamental value held by its citizens;

Whereas the Resort Municipality of Whistler recognizes that our world and all of its inhabitants are faced with the growing and increasingly urgent impacts of climate change, air and water pollution, and loss of biodiversity;

Whereas the Resort Municipality of Whistler recognizes the importance of protecting citizens' health from environmental hazards such as air pollution, contaminated food and water, and toxic chemicals;

Whereas the Resort Municipality of Whistler has a structured sphere of influence and a defined jurisdiction;

Whereas the Resort Municipality of Whistler supports the recognition of the right to a healthy environment in the Canadian Charter of Rights and Freedoms;

Whereas the Resort Municipality of Whistler, through the Official Community Plan, the Corporate Plan and Whistler2020, reflects the values of its citizens and demonstrates a commitment to protecting the environment and moving toward a more sustainable future;

The Resort Municipality of Whistler declares that:

1. All people have the right to live in a healthy environment, including the right to:
 - breathe clean air;
 - drink and access clean water;
 - eat safe and healthy food;
 - access nature;
 - know about pollutants and contaminants released into the local environment; and
 - participate in decision-making that will affect the environment.

Council Declaration
The Right To A Healthy Environment

2. Within its jurisdiction, the Resort Municipality of Whistler has certain authority to respect, protect, fulfill and promote these rights and commits to encouraging the respect, protection, fulfillment and promotion of these rights.
3. Consistent with commitments articulated in Whistler2020, the Resort Municipality of Whistler will apply the precautionary principle: where threats of serious or irreversible damage to human health or the environment exist, the Resort Municipality of Whistler will take measures within its jurisdiction and authority to prevent such degradation of the environment and protect the health of its citizens; and lack of full scientific certainty will not be viewed as sufficient reason for the Resort Municipality of Whistler to postpone such measures.
4. The Resort Municipality of Whistler will endeavour to apply the principles of full cost accounting. When evaluating reasonably foreseeable costs of proposed actions and alternatives, the Resort Municipality of Whistler will consider costs to human health and the environment.
5. The Resort Municipality of Whistler will continue to regularly monitor, report on, and integrate environmental objectives in planning, decision-making and operational activities. The Resort Municipality of Whistler will consult with citizens as part of the process of evaluating progress towards fulfilling this declaration and toward its broader Whistler2020 goals and objectives.



REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: March 3, 2015

REPORT: 15-035

FROM: CORPORATE AND COMMUNITY SERVICES

FILE: 850

SUBJECT: AGREEMENT FOR DISASTER RELIEF SERVICES

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council endorse the proposed Agreement for Disaster Relief Services between the Resort Municipality of Whistler and Canadian Red Cross presented in Appendix A to Administrative Report 15-035.

REFERENCES

Appendix A – Disaster Response Agreement – Agreement for Disaster Relief Services

PURPOSE OF REPORT

The purpose of this report is to seek Council's endorsement of an agreement with the Canadian Red Cross Society (CRCS) for the provision of Emergency Social Services (ESS) for minor emergency events. This report outlines the proposed agreement including background information, scope, benefits, and budget implications. The Agreement for Disaster Relief Services, herein referred to as 'the Agreement,' is found in Appendix A.

DISCUSSION

Introduction

Currently, the RMOW ESS team provides short-term (72 hour) disaster relief services to Whistler residents who are displaced from their homes as a result of fires, floods, earthquakes and other emergencies. These services include food, lodging, clothing, transportation and medical services. The BC Emergency Program Act requires local governments to provide disaster relief services to victims of emergencies and disasters. The RMOW ESS team has approximately 40 registered volunteers and responds to events of all sizes.

The CRCS is a non-profit organization that provides disaster relief services to people displaced by minor and major emergencies including food, lodging, clothing, first aid, and family reunification. The majority of provinces in Canada contract the CRCS to provide disaster relief services. CRCS staff have expertise in emergency and disaster response and recovery and have a pre-existing model for volunteer recruitment, training, and management. The CRCS are a widely recognized and respected organization and brand. CRCS volunteers are eligible for training and deployment beyond local ESS responses, improving the engagement, experience, and local capacity of volunteers. The CRCS has the ability to assist displaced residents past the initial 72 hours including lodging, food, rental and moving assistance, medical equipment loans, as well as referrals to other community agencies and services for long-term support.

Scope of the Agreement

With the endorsement of the Agreement the CRCS agrees to respond to minor ESS events within the RMOW. Minor ESS events are those that affect the safety of less than 25 people, or 10 dwelling units whichever is greater. The CRCS will build on the capacity of the current ESS team and will train and manage the team to meet the response terms of the Agreement. The CRCS will recruit additional volunteers as necessary to meet the terms of the Agreement.

The RMOW ESS team will continue to plan for and respond to ESS events displacing more than 25 people including the provision of Reception Centre and Group Lodging facilities.

Benefits

There are many benefits of this Agreement for the RMOW. The Agreement will:

- Provide the CRCS with incentive to build a local CRCS capacity. This will increase the response capacity during minor and major emergencies in Whistler. There is currently no CRCS emergency response capacity in Whistler;
- Establish a relationship between the RMOW and the CRCS in a disaster relief capacity;
- Eliminate the need to have a staff ESS Director on-call;
- Allow the ESS Coordinator to focus on planning and training for major ESS responses;
- Similar partnerships with the CRCS are being developed with other municipalities, regional districts, and first nation's communities along the Sea to Sky Corridor meaning a standardized ESS response model for the corridor and a surge capacity of volunteers in a major emergency;
- The CRCS has vast experience and expertise managing volunteer emergency response programs and has a volunteer recruitment and management model in place. This system has proven to be effective as the CRCS has over 25 000 volunteers in Canada, many of these in rural communities;
- The CRCS can offer volunteers additional deployment and training opportunities, improving the engagement, experience, and capacity of local ESS volunteers; and
- The CRCS is a recognized and respected brand making it easier for them to recruit and retain volunteers.

Term of the Agreement

If endorsed by Council, this agreement will be in place until December 31, 2016. If at that time both the RMOW and CRCS wish to extend this Agreement, then an extension will be made in writing and agreed to by both the RMOW and CRCS.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Health & Social	The resort community is safe for both visitors and residents, and is prepared for potentially unavoidable emergency events.	The Agreement ensures that disaster relief services are provided to Whistler residents in emergencies.

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
All	None.	This Agreement will not move the RMOW away from W2020 Descriptions of Success.

OTHER POLICY CONSIDERATIONS

This Agreement ensures that the RMOW maintains compliance with the BC Emergency Program Act to “coordinate the provision of food, clothing, shelter, transportation and medical services to victims of emergencies and disasters, whether that provision is made from within or outside of the local authority” as listed in the BC Emergency Program Act - Local Authority Emergency Management Regulation [2(3)(f)], and the Resort Municipality of Whistler *Emergency Measures Bylaw NO. 1593, 2002*.

BUDGET CONSIDERATIONS

With the endorsement of the Agreement, the RMOW agrees to make a \$10 000 contribution to the CRCS per year. The Agreement will eliminate the requirement to have a staff ESS Director on standby. This equates to a considerable cost savings for the RMOW.

COMMUNITY ENGAGEMENT AND CONSULTATION

This Agreement was presented to, and endorsed by, the Emergency Planning Committee of Council with a recommendation that the Agreement be presented to Council for official endorsement.

SUMMARY

The Report provides an overview the Agreement between the RMOW and CRCS for the provision of disaster relief services. Staff feel that working with the CRCS will enhance the RMOW’s capacity to respond to emergencies of all sizes. The Agreement will save the RMOW money, and will make the transition to recovery following major emergencies and disasters a more seamless process.

Respectfully submitted,

Erin Marriner
EMERGENCY PROGRAM COORDINATOR
for
Norm McPhail
GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES

Disaster Response Agreement

AGREEMENT FOR DISASTER RELIEF SERVICES

(The “Agreement”)

Dated this 3rd day of March, 2015

BETWEEN:

The Resort Municipality of Whistler, a municipal government regulated through the BC Local Government Act and BC Community Charter.

(Hereinafter referred to as the “**Entity**”)

OF THE FIRST PART;

-And-

THE CANADIAN RED CROSS SOCIETY, a not-for-profit corporation and registered Charity incorporated under the laws of Canada having its National Office registered 170 Metcalfe St, Ottawa Ontario K2P 2P2;

(Hereinafter referred to as the “**CRCS**”)

OF THE SECOND PART.

WHEREAS the Entity is responsible for safeguarding and protecting the health, safety and security of its citizens and for coordinating basic needs such as shelter, clothing, medical services, and transportation to citizens who are victims of disaster in accordance with the BC Emergency Program Act.);

AND WHEREAS the Entity wishes to put into place procedures and practices to address disasters within the Entity;

AND WHEREAS the CRCS is recognized officially as an auxiliary to the public authorities in providing protection and assistance to Disaster-Affected People, and has the resources and mandate to assist in the provision of disaster relief;

AND WHEREAS the Entity wishes to enter into an agreement with the CRCS for the provision of disaster relief services in accordance with this Agreement and Schedule “A” (the “**Services**”);

NOW THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants herein, the Entity and the CRCS (the “**Parties**”) or individually (the “**Party**”) hereto covenant and agree as follows:

1. **Definitions.**

1.1 For the purposes of this Agreement, the following terms and phrases shall have the following meanings:

- a) **“Approved”** means acceptable to the authority having jurisdiction
- b) **“Authorized Representatives”** means an individual who has the legal authorization to act on behalf of the Party.
- c) **“Business Day”** shall mean a day on which the Entity’s and the CRCS’ offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in British Columbia.
- d) **“Calendar Days”** shall mean all days in a month, including weekends and holidays.
- e) **“Disaster”** means an urgent and critical situation, or an impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or otherwise that constitutes a danger to the life, health, safety or property of the citizens of the Entity and includes:
 - (i) **“Major Disaster”** means an event caused by a natural phenomenon, a technological failure or an accident, whether or not resulting from human intervention, that causes serious harm to more than 25 people or substantial damage to more than 10 dwelling units and requires unusual action on the part of the affected community, or a Response to a Minor Disaster that has exceeded 72 hours;
 - (ii) **“Minor Disaster”** means an exceptional event of a similar nature to a Major Disaster, but which only affects the safety of a maximum of 25 people or 10 dwelling units whichever is greater, with a Response duration of no more than 72 hours;
- f) **“Disaster Management”** means ongoing efforts by an entity to prevent, mitigate, prepare for, respond to, and recover from, a Disaster.
- g) **“Eligible Expenses”** means those expenses incurred in the provision of Services of a type for which the volunteer is entitled to be reimbursed based on the provincial volunteer policy procedures emergency social service rates set out by the Province of British Columbia.
- h) **“Emergency Response”** or **“Disaster Response”** or **“Response”** means those activities, tasks, programs, and systems designed to address the immediate and short-term effects of the Disaster.
- i) **“Emergency Shelter”** means a center identified by the Entity for the temporary lodging of affected persons during a Disaster.
- j) **“Emergency Sites”** means any facility utilized to provide services to Disaster-Affected People, such as an Emergency Shelter and/or Reception Centre.
- k) **“Force Majeure”** means a set of circumstances within the context of a response to a Disaster that significantly hinder the ability of the CRCS to deliver services despite reasonable business efforts to fulfill the terms of the Agreement. These situations may include those where the CRCS is unable to access necessary

materials or resources to provide certain or all of the services described in Schedule “B” of this Agreement.

- l) **“Geographic Area”** means the geographic area covered by the incorporated Entity of the **Resort Municipality of Whistler**.
- m) **“Notify”, “Notified” or “Notification”** means a process of informing the CRCS of the existence and circumstances of a Disaster as set out in Schedule “D” of this Agreement.
- n) **“Disaster-Affected People” or “Disaster-Affected Person”** means any person who may be evacuated or required to evacuate from a location on an emergency basis as a preventive measure or as a result of an event that jeopardizes their physical integrity. Individuals required to comply with quarantine measures also qualify as Disaster-Affected People.
- o) **“Preparedness”** means those activities, tasks, programs and systems developed and implemented prior to a Disaster that are used to support the prevention of, mitigation of, response to, and recovery from a Disaster.
- p) **“Reception Centre”** means a center identified by the Entity for the registration of affected persons during a Disaster or identified as an information center.
- q) **“Services” or “Disaster Services”** means forms of Disaster-related assistance to Disaster-Affected People as specified in Section 2.1 and pursuant to Schedule “A” of this Agreement.
- r) **“CRCS Personnel”** means staff and volunteers who are affiliated with the Canadian Red Cross Society

2. Services.

- 2.1 CRCS shall provide the Services to the Geographic Area as set out and subject to the conditions in Schedule “A” for consideration of the fees as set out in Schedule “C” of this Agreement. The Entity will call on the services of the CRCS in the event of:

<input checked="" type="checkbox"/>	Minor Disasters
<input type="checkbox"/>	Major Disasters

- 2.2 The CRCS shall provide the Services set out in Schedule “A” upon receipt of the Entity’s Notification of a Disaster pursuant to Section 7 of this Agreement. However, nothing in this Agreement restricts the entitlement of the CRCS to provide additional services at its own expense, in the absence of Notification of a Disaster by the Entity, and to raise funds independently for these additional services. In addition, the CRCS and the Entity may negotiate payment to the CRCS for additional services (outside the Services set out in Schedule “A”) at the time of a Disaster or at any time thereafter.

3. Term.

- 3.1 The Parties agree that the right to request Services under this Agreement shall commence on January 1st, 2015 and expire December 31, 2016 (the **“Term”**), unless terminated earlier in accordance with Section 22 (Termination). If the Parties wish to extend this Agreement, such extension shall be made in writing and agreed to by both Parties.

4. Contribution.

- 4.1 Preparedness Services - In order that the CRCS may discharge its responsibilities under this Agreement, the Entity agrees to make a lump sum contribution to the CRCS in the amount of \$10,000 CDN. The contribution shall be paid within thirty (30) Calendar Days of the date on which the Agreement is signed and thereafter on the anniversary date of the date on which the Agreement comes into force, for the duration of the Agreement.

- 4.2 In addition to the annual contribution described above, the Public Safety Lifeline Volunteers (PSLV) will recoup expenses incurred in the provision of direct aid through the delivery of emergency social services assistance based on rates set by the Province of BC.

5. Notification of a Disaster.

In the event of a Disaster or impending disaster where CRCS assistance is sought, or is reasonably expected to be sought within a short period, the Entity shall immediately contact the CRCS for the provision of the Services in accordance with the protocol stipulated in Schedule "D": Notification Protocol.

6. CRCS Personnel.

- 6.1 When carrying out Services under this Agreement, the CRCS shall provide the coordination of necessary personnel for the delivery of the Services, with the understanding that the workforce is comprised principally of volunteers, and the recognition that availability may be reduced in exceptional circumstances despite the reasonable efforts of the CRCS. All efforts to provide the service will be made and the Entity will be notified. All volunteer personnel will be registered as PSLV and are expected to follow the Provincial standards for ESS policies and training requirements. Expenses relating to volunteers will be in accordance with PSLV policies and based on prior approvals if necessary
- 6.2 The CRCS shall ensure that all of its personnel and equipment at a site where Services are being provided are clearly identified with the CRCS and Emergency Social Services (ESS) Logo. Volunteers will identify themselves as CRCS/ESS volunteers when assisting evacuees.

7. Records Management.

- 7.1 The Resort Municipality of Whistler shall establish, maintain, and retain records of all Disaster-Affected People who are registered during a Minor or Major Disaster. The records shall include the following information, as it is provided:
- a) names of all family members;
 - b) primary residence address;
 - c) forwarding address and contact phone number for the Persons Affected by the Disaster when they leave Emergency Sites; and
 - d) medical needs.

Upon the conclusion of the Services, the CRCS shall deliver a record of all Disaster-Affected People served to the Entity with the exception of the files of Disaster-Affected People who have requested their personal information not be shared with the Entity pursuant to Section 11.4 of this Agreement.

- 7.2 The CRCS warrants that it will not infringe upon or violate any intellectual property rights, including, but not limited to, any patent, copyright, trade secret or any other right of any third party, and will not be libelous or slanderous or otherwise unlawful.

- 7.3 The CRCS agrees that copyright in and all information and material of any kind whatsoever acquired or prepared by the Entity for the CRCS pursuant to this Agreement, shall, both during and following the term of the Agreement, be the sole property of the Entity. CRCS will own exclusively all property or materials which the CRCS produces in performance of the Services, and all copyright and other industrial and intellectual property rights in such property and materials. For greater clarity, CRCS retains the copyright and exclusive right of use for its own service provision methods, document templates, disaster management training techniques, and all materials related to these functions.

8. Supply Management.

- 8.1 The CRCS shall be responsible to stock and maintain supplies as required to fulfill obligations as required to provide Services pursuant to this Agreement.

9. Information about an Identifiable Individual.

- 9.1 The CRCS and the Entity shall act in accordance with all applicable privacy laws. To the extent the Parties have differing obligations under applicable privacy legislation; the Parties shall take reasonable steps to facilitate the other Party's compliance with applicable law.
- 9.2 The CRCS will treat as confidential and will not, without the prior permission of the Entity, publish release or disclose, or permit to be published, released or disclosed, either before or after the expiration, information supplied to, obtained by, or which comes to the knowledge of the CRCS as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable the CRCS to fulfill its obligation under the Agreement.
- 9.3 Restricted Files - The CRCS will permit Disaster-Affected People to have their client file marked as a "restricted file". The CRCS will treat as confidential and will not, without the prior permission of the Entity, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or Termination of this Agreement, information supplied to, obtained by, or which comes to the knowledge of the CRCS as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable the CRCS to fulfill its obligation under the Agreement.
- 9.4 Non-Disclosed Files - Upon request by a Disaster-Affected Person, the CRCS shall avoid disclosure of the Personal Information of a specified Disaster-Affected Person and or members of his or her household to the Entity. In such a case, the CRCS will inform the Entity of Services provided only in anonymized or aggregated form. The Entity may request further non-identifying information as needed in order to facilitate for reimbursement in accordance with Schedule "C" of this Agreement.
- 9.5 Notwithstanding paragraph 11.3, the Entity acknowledges that the information which is entered on CRCS client files is given to the CRCS in confidence, and shall be available or shared with the Entity for the purposes of disaster response only. The Entity further acknowledges that certain registrants may request that the information they provide the CRCS be restricted in its distribution for personal reasons. Upon being advised by the CRCS, this higher level of confidentiality must also be respected by the Entity.
- 9.6 The CRCS shall give Disaster-Affected People verbal or written notification when information about an identifiable individual is collected and/or recorded during an Emergency Response. The notice will inform the individual about the reason for collecting the information; how the information will be used; and who will have access to it.

10. Confidentiality.

- 10.1 Confidentiality and Security of Material and Information - The CRCS agrees to ensure that the CRCS, its partners, directors, officers, employees, agents, sub-contractors and volunteers shall, both during or following the term of this Agreement, maintain the confidentiality and security of all material and information which is the property of the Entity

and CRCS agrees that the CRCS, its partners, directors, employees, agents, sub-contractors and volunteers shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Entity pursuant to this Agreement, without first obtaining the written consent of the Entity for such disclosure or use.

10.2 Confidential Information. "Confidential Information" means any information or material that relates to each party's business and affairs including CRCS donor lists and any information relating to the suspension or termination of this Agreement, and that: (i) is clearly marked "confidential" or "proprietary" if provided in written or visual form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential or proprietary exclusions.

10.3 Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each party (iii) entered the public domain through no fault of the receiving party subsequent to communication with the other party; (iv) is in possession of the receiving party free of any obligation of confidence at the time it was communicated to the receiving party; or (v) is communicated to the receiving party by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each party shall notify the other party of same and that each party shall have the right to participate with the other party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

11. Privacy Policy.

11.1 The Parties acknowledge and agree that any personal information that is provided to a Party for the purpose of creating records or otherwise is provided to that Party in confidence and is protected by each Party's privacy policies and applicable privacy legislation with which each Party agrees to comply.

12. Unaccompanied Children and Vulnerable Adults.

12.1 The CRCS agrees to have in place Standard Operating Procedures and work with the appropriate social services agency to assist unaccompanied children who are under the age of majority in accordance with Provincial legislation, and/or vulnerable adults, requiring that any such children or vulnerable adults be supervised in accordance with the applicable procedure until united with a family member that is not a minor or a vulnerable adult, or referred to the responsible government agency.

12.2 CRCS Personnel supervising unaccompanied children or vulnerable adults must have a police background check and a vulnerability sector check completed prior to their qualifying as a volunteer in this capacity.

13. Indemnification.

13.1 Each Party shall, during the Term and after the termination of this Agreement, indemnify and save harmless the other from any loss, damage, claim, cost, expense or liability whatsoever that the other may incur, suffer or be required to pay pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding that may be made or asserted against or affect the party indemnified by reason of a wrongful or negligent act or omission on the part of the indemnifying Party, its employees, servants, agents, subcontractors or volunteers in the performance, or rendering of Services.

14. Insurance.

- 14.1 The Entity shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties, including CRCS staff and volunteers, arising from those acts or omissions in the course of this Agreement, both coverage's to a limit of at least Ten Million Dollars (\$10,000,000.00) per Disaster, or such lesser amount as is approved by the Society. The policy will include CRCS as an Additional Insured and will contain a Cross Liability and Severability of interest clause. Certificates of insurance will be delivered promptly to the CRCS, on request, throughout the Term of this Agreement.
- 14.2 Each policy of insurance must be endorsed to provide thirty (30) days notice to CRCS in the event of cancellation by the insurer. Additionally the Entity must provide the CRCS with thirty (30) days written notice of its intention to cancel or not renew the policy.
- 14.3 The CRCS shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employee and volunteers in respect of loss by or injury to third parties, including Entity staff and volunteers, arising from those acts or omissions in the course of this Agreement, to a limit of at least Ten Million Dollars (\$10,000,000.00) per Disaster, or such lesser amount as is approved by the Entity. The policy will include the Entity as an Additional Insured and will contain a Cross Liability and Severability of interest clause. Certificates of insurance will be delivered promptly to the Entity from time to time, on request, throughout the Term of this Agreement.
- 14.4 Each policy of insurance must be endorsed to provide thirty (30) days notice to the Entity in the event of cancellation by the insurer. Additionally the CRCS must provide the Entity with thirty (30) days written notice of its intention to cancel or not renew the policy.
- 14.5 CRCS Personnel will be covered under the Canadian Red Cross Group Accident Insurance coverage where such personnel are not covered by Workers' Compensation or where Workers' Compensation is not the sole remedy of injured personnel. See attached Annex I – Red Cross Group Accident Insurance attached.

15. Fundamental Principles.

- 15.1 The Parties shall carry out the terms of this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent Movement, as attached in Schedule "B".

16. Reporting.

- 16.1 The CRCS shall provide to the Entity the following reporting on Services provided to Disaster-affected People:
- a) A report on Services in connection with Minor Disasters provided quarterly (4 times) per year for each year of the Agreement.
 - b) An annual report on Services will also be provided at the end of the year.

18. No Assumption of Partnership.

- 18.1 Nothing in this Agreement gives rise to a partnership or joint venture between the Entity and the CRCS or to an employment relationship between the Entity and the employees or volunteers of the CRCS in the provision of Services.

19. Amendment of Agreement.

- 19.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either Party, their respective agents, servants or employees unless done so in writing signed by both Parties.

20. Termination.

- 20.1 Either party may terminate the Agreement for any reason and at any time upon providing sixty (60) days written notice.

- 20.2 Notwithstanding any other provision in the Agreement, the Entity reserves the right to terminate the Agreement immediately upon written notice to the CRCS if:

22.2.1 the CRCS is adjudged bankrupt or makes a general assignment for the benefit of its creditors;

22.2.2 a receiver is appointed on account of the CRCS's insolvency.

- 20.3 Termination of Agreement - With Notice — This Agreement may be terminated by either Party by giving thirty (30) days' notice in writing to the other Party after an attempt has been made to engage the other Party in Dispute Resolution pursuant to Section 26 below. If this Agreement is so terminated, the Entity will have no further obligation to CRCS except to pay CRCS such fees and expenses as described in Section 4 (Contribution) and Schedule "C" of this Agreement. For clarification, termination of this Agreement shall not relieve either party of any ongoing obligation incurred in accordance with this Agreement prior to its termination.

- 20.4 Effect of Termination - Rights of the Entity — The Entity will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. The Entity shall only be responsible for the payment for Services which are funded by the Entity and which have been completed up to and including the effective date of any such termination with the exception of annual Contribution costs up to and including the year of Termination, as described in Section 4 (Contribution) and Schedule "C" of this Agreement.

- 20.5 Termination - Duties of CRCS - Upon termination, the CRCS shall, at a minimum, in addition to other provisions in this Agreement, disclose to the Entity the current state of the Service at the date of termination and provide to the Entity a report of, and all information requested by the Entity pertaining to the Service.

21. Withdrawal of Services.

- 21.1 The CRCS may provide immediate notice at any time during a Disaster advising that it shall withdraw or reduce its services in the event conditions are such that the CRCS is unable to provide Services without compromising the health or safety of its employees and/or volunteers.

23. Legal Notice.

- 23.1 Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other as indicated below:

For the CRCS

Kimberley Nemrava
Director, BC & Yukon

Canadian Red Cross
909 Fairfield Rd
Victoria, BC V8V 3A3

For the Entity:

Resort Municipality of Whistler Corporate Officer
4325 Blackcomb Way
Whistler, British Columbia
Canada
V0N 1B4

Any notice, instrument or document to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a Business Day, then on the day of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

24. Force Majeure.

- 24.1 In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure situation or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

25. Dispute Resolution.

- 25.1 The Parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this agreement by negotiation. Any dispute, disagreement or issue of any kind arising out of this Agreement, that cannot be resolved through negotiations within thirty (30) Calendar Days of a written request for negotiations delivered by either Party to the other Party's representative as designated in Section 24.1 (the "Legal Notice"), shall be resolved through mediation.
- 25.2 Such mediation shall be facilitated by a neutral third party that is to be determined by both Parties. In the case the Parties cannot determine a neutral third party, if the mediation is unsuccessful, or if the mediation is not concluded within sixty (60) Calendar Days of the date of notification, an arbitrator shall be appointed by the international chamber of commerce.
- 25.3 The arbitration shall be conducted in one of the official languages of Canada and in accordance with the International Chamber of Commerce Arbitral Rules then in force. The place of arbitration shall be The Resort Municipality of Whistler, BC. The arbitrator's decision shall be final and conclusive of the matter, and shall not be appealable or subject to judicial review.

26. Entire Agreement

- 26.1 This Agreement constitutes the entire agreement and understanding between the Parties with regard to the Services and no amendment, modification or waiver of any of the terms or conditions herein shall be valid unless in writing and signed by an authorized representative of CRCS and the Entity. For greater certainty, the Parties acknowledge that this Agreement does not affect any existing or future agreement that has been or may be put in place to deal with large scale emergencies which may occur within the Entity.

27. Applicable Law

- 27.1 This Agreement shall be interpreted in accordance with and governed by the laws in force in the Resort Municipality of Whistler, BC. Any proceedings relating to the subject matter of this Agreement shall be brought in the courts of the Resort Municipality of Whistler, BC.

28. Survival

- 28.1 Except as otherwise provided in this Agreement, Articles 11.1, 16.1, 26, 28.1, 32.1, 34.1, 36.1, and 37, shall survive the termination of this Agreement.

29. Counterparts.

- 29.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties to this Agreement may rely on a facsimile copy of this Agreement, when executed, as conclusive evidence of a valid and binding agreement between them.

30. Schedules.

This Agreement includes all of the Schedules annexed to it, the terms and conditions of which are expressly incorporated by reference herein and form a part of this Agreement. They are as follows:

- **Schedule "A"- Services**
- **Schedule "B"- Fundamental Principles**
- **Schedule "C"- Preparedness Funding & Reimbursement of Expenses**
- **Schedule "D"- Notification Protocol**

31. Non-Waiver.

- 31.1 No waiver by any Party of any breach by the other Party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of the same or any other covenant, obligation or agreement, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

32. Contractual Commitments with Third Parties.

- 32.1 The CRCS shall have the right to subcontract with local suppliers as deemed necessary in the sole opinion of the CRCS to fulfill its obligations to provide Services to Disaster-Affected People. The CRCS shall not subcontract any of the following Services to be performed pursuant to this Agreement: Client intake, Notification procedures, record-keeping and reporting unless it receives the written consent of the Entity which may not be unreasonably withheld. The CRCS retains sole responsibility for the actions of any and all subcontractors it uses in the fulfillment of the terms of this Agreement.

- 32.2 Every subcontract entered into by the CRCS shall adopt all of the terms and conditions of this Agreement as far as applicable to the subcontractor's services.

33. Inurement and Assignment.

- 33.1 This Agreement shall be binding upon and ensure to the benefit of the Parties, their respective successors and permitted assigns. Neither Party may assign, subcontract or in any way transfer or delegate any of its rights or obligations hereunder except with the prior written consent of the other Party hereto. Any assignment carried out without such consent is null and void.

34. Headings.

- 34.1 All headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

35. Severability.

- 35.1 If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- I. the legality, validity or enforceability of the remaining provisions of this Agreement; or
- II. the legality, validity or enforceability of that provision in any other jurisdiction.

36. Use of the CRCS Logo.

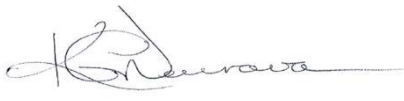
- 36.1 The Entity may not use the CRCS Logo or name without the review and written approval of the CRCS prior to publication or use.
- 36.2 Use of the CRCS Logo and name after written approval may only be used in relation to the Services. The Entity is not permitted to use the CRCS Logo as a means of endorsement by the CRCS of the Entity or as a co-branding initiative.

37. The Emblem.


- 37.1 The Red Cross Emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. Conversely the CRCS Logo is the Red Cross Emblem plus the phrase "Canadian Red Cross/ Croix Rouge canadienne" as set out in the CRCS Graphic Standards. Use of the Red Cross Emblem alone is strictly prohibited.

IN THE PRESENCE OF WITNESSES, the Authorized Representatives have signed this agreement on behalf of the Parties

THE CANADIAN RED CROSS SOCIETY


Per: _____

Title: Kimberley Nemrava; Director BC and Yukon


Per: _____

Title: Matthew Colling; Acting Manager; Community Planning and Response BC and Yukon,
Disaster Management

Resort Municipality of Whistler

Per: _____

Title: Shannon Story; Corporate Officer; Resort Municipality of Whistler

Per: _____

Title: Nancy Wilhelm Morden; Mayor; Resort Municipality of Whistler

SCHEDULE “A” – SERVICES

PREPAREDNESS SERVICES

Public Education

The CRCS will provide preparedness workshops to residents of the Entity, with the locations of those workshops to be determined jointly by CRCS and the Entity.

Joint Planning

The CRCS will provide planning support and collaboration associated with, but not limited to, acquisition and pre-positioning of supplies, development of plans and procedures, operational structure and response as they relate to the provision of CRCS Services.

Exercises

The CRCS will participate in exercises with the Entity (as deemed appropriate by the Entity) and provide the Entity with the option to deploy staff to CRCS exercises.

Education and Training for Disaster Management Personnel

The CRCS will maintain a local cadre of trained, exercised and ready-to-respond CRCS personnel, sufficient to fulfill the terms of this Agreement, and undertake continuing education including drills and training. Members will be registered with EMBC as Public Safety Volunteers.

Maintenance of Pre-Positioned Stockpiles

The CRCS will maintain a local stockpile of materials deemed necessary to provide immediate service in the event of a Minor Disaster. Stockpiled items may include vouchers, gift cards, hygiene kits, cots, blankets, water and/or other items as deemed necessary.

RESPONSE SERVICES

Response Services will only be provided where the ESS Director is able to secure a TASK number through the Provincial Emergency Program as determined by the Provincial Emergency Coordination Centre. Notwithstanding the foregoing, the CRCS may, in its sole discretion, elect to proceed with providing the following Response Services or any part thereof at its own cost.

Response Services delivered will be in accordance with the guidelines and set rates set out based on the Evacuee Living Assistance Policy as set by EMBC.

Family Reunification Services

The CRCS will contribute to the alleviation of the anxiety and fear of affected persons experience when family members are separated because of a Minor or Major Disaster.

This service involves collecting specific and accurate information from affected peoples (registration) and responding to requests for information about their family members' health and how to contact them.

Client Registration is also helpful in supporting the delivery of other types of assistance and direct aid services.

The CRCS may manage or organize the Registration and Inquiry service (through CRCS registration cards or by software approved and supplied by the Entity) in three ways:

- In person, with CRCS personnel assisting the client(s) with completing the Registration cards.; or
- Self service and through direct contact with CRCS personnel, providing the client(s) with access to a telephone, electronic mail or the CRCS registration database;
- Self service and remotely, by telephone, electronic mail or CRCS registration database.

A Central Registration and Inquiry Bureau (CRIB) will be offered in Major Disasters as deemed necessary, upon mutual agreement with the Entity, which can be utilized to centralize registrations and inquiries as well as to provide call-centre support.

Emergency Lodging Services

The CRCS will provide Disaster-Affected People with a temporary, safe shelter, to preserve their dignity and support them during an evacuation.

The CRCS may deliver or organize this service in three ways:

- Commercial lodgings in a hotel or motel; or
- Evacuation Centre (Major Disaster only)
- Placement in an Entity-approved shelter.

Reception and Information Services

The CRCS will receive Disaster-Affected People at locations where they can receive services and/or to inform them about the available services offered by the CRCS or other organizations.

In a Major Disaster this service may be organized in two ways:

- In a Reception Centre or any other location where services or information are available for disaster-affected peoples; or
- By setting up an Evacuation Centre that provides reception and information as well as emergency lodging services for affected peoples.

Emergency Food Services

The CRCS will provide emergency feeding services for Disaster-Affected People.

The CRCS may deliver or organize this service in four ways:

- Activation of not-for-profit resources or other third party resources or corporate partnerships;
- By referring Disaster-Affected People to commercial establishments such as restaurants and public cafeterias or by obtaining the assistance of a caterer;
- In a Major Disaster, a cafeteria managed by the CRCS (in which case the CRCS will assign food handling responsibility to qualified professionals); or
- Administer food vouchering/pre-paid gift/debit cards.

The CRCS is careful to ensure to the best of its ability based on the circumstances that food meets the nutrition needs of at-risk groups, in particular infants, children, pregnant and breast-feeding women, the elderly, individuals who need special diets and emergency workers. Food should also respect the culture of the population affected and take into account the stress that some foods may cause.

Personal Services

The CRCS will provide for the initial reception of Disaster-Affected People arriving at Emergency Sites; inform them of immediate emergency help available; offer temporary care for unattended children and dependent elderly; assist with the temporary care of residents from special care facilities; and offer emotional care and comfort.

The CRCS may also facilitate access to medical care or provide for personal needs such as renewing a prescription for essential medications, replacing or repairing eyeglasses, prosthetics, hearing aids or mobility assistance equipment, where no other financial resources are available.

Emergency Clothing

The CRCS will provide clothing to preserve affected peoples' dignity and ensure that they are dressed appropriately for the weather.

The CRCS delivers this service in one of two ways:

- Provide new clothing with the assistance of clothing suppliers; or
Administer vouchering or pre-paid gift/debit cards for clothing.

SCHEDULE “B” – FUNDAMENTAL PRINCIPLES

Humanity

The international Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

Independence

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary Service

It is a volunteer relief movement not prompted in any manner by desire for gain.

Unity

There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality

The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

SCHEDULE “C” – CONTRIBUTION

PREPAREDNESS SERVICES

In order that the CRCS may make the necessary arrangements to enable it to discharge its responsibilities under this Agreement, the Entity agrees to make a contribution to the CRCS for the length of the Agreement, as follows:

- 2015: \$10,000
- 2016: \$10,000

The annual contribution shall be paid within thirty (30) days following the date on which the Agreement is signed.

In order for the CRCS to be able to assist Disaster-Affected People appropriately, it may organize a fundraising campaign if its resources are insufficient to meet the needs of Disaster-Affected People. The fundraising campaign will be conducted and the funds raised will be used in accordance with the standards of the CRCS.

RESPONSE SERVICES

Response Services will only be provided where the ESS Director is able to secure a TASK number through the Provincial Emergency Program as determined by the Provincial Emergency Coordination Centre. Notwithstanding the foregoing, the CRCS may, in its sole discretion, elect to proceed with providing the following Response Services or any part thereof at its own cost.

Expenses Relating to Volunteers on Response

Expenses incurred by PSLV for the provision of assistance in the case of Minor Disasters shall be covered as outlined in the EMBC Emergency Services Volunteers policy.

Expenses for Direct Assistance to Disaster-Affected People

Response Services delivered will be in accordance with the guidelines and set rates set out based on the Evacuee Living Assistance Policy as set by EMBC

SCHEDULE “D” Notification Protocol

General

The Entity, or their designate, shall request assistance from the CRCS as per the protocol described herein to determine what services will be delivered, the terms and conditions for organizing the services and the duration of the services.

The information to be provided by the Entity at the time of notification includes:

- Nature and location of Disaster
- Time Disaster occurred
- Number of people affected (if available)
- Current or possible evacuation
- Emergency Services on-scene
- Any identified threats or hazards to the affected population and/or CRCS personnel
- Activation level of municipal EOC/emergency response plan (Major Disasters only)
- Services requested, including Emergency Sites and locations (Major Disasters only)
- Time frame for response
- Any special instructions, limitations, etc.
- Location of affected vulnerable persons/populations, such as Long-Term Care facilities, hospitals, etc.
- Entity liaison officer names and contact information

Contact Information

The CRCS Disaster Management representatives are available 24-hours a day, 7-days a week, 365 days a year. In the event of an emergency, the following personnel should be contacted.

For the CRCS:

Elysia Dempsey: BC and Yukon Acting Manager for Disaster Management

Contact Phone Numbers: 1-888-800-6493
Contact Email Address: Elysia.Dempsey@redcross.ca
Preferred Method of Communication: Email

Matthew Colling: Acting Manager for Community Planning and Response; Disaster Management BC and Yukon

Contact Phone Numbers: 1-888-800-6493
Contact Email Address: Matthew.Colling@redcross.ca
Preferred Method of Communication: Email



REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: March 3, 2015

REPORT: 15-036

FROM: Resort Experience

FILE: RZ1096, DP1390

SUBJECT: DP1390 CLOCKTOWER STOREFRONT RENOVATIONS (4341 VILLAGE LANE)

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council approve Development Permit Application No. 1390 for the development of commercial storefront renovations for the Clocktower Hotel, as per the site and architectural plans prepared by Urban Design Group Architects, dated December 5, 2014, attached as Appendix A to Administrative Report No. 15-036, subject to the resolution of the following items to the satisfaction of the General Manager of Resort Experience:

1. Adoption of Zoning Amendment Bylaw (CC1 Zone – Clocktower Hotel), No. 2070, 2014;
2. Provision of a letter of credit, or other approved security, in the amount of 135 percent of the costs of the hard and soft landscape works as security for the construction and maintenance of these works;
3. Registration of a covenant on title requiring that all development is constructed according to the site and architectural plans prepared by Urban Design Group Architects, dated December 5, 2014; and,
4. Registration of an encroachment agreement for structural landscape features on municipal property; and further,

That Council authorize the Mayor and Corporate Officer to execute any necessary legal documents for this application.

REFERENCES

Owners: Madison Development Corporation

Location: 4341 Village Lane, Whistler, BC

Legal Description: Strata Lot 1, District Lots 1902 and 3020 Strata Plan VR 883, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.

Current Zoning: CC1 (Commercial Core One)

Appendices:

'A'	Development and Building Permit Submission, Storefront Renovations 4341 Village Lane, Whistle Clock Tower Building (0.0 – A-3.1)
'B'	Advisory Design Panel Minutes

PURPOSE OF REPORT

This report seeks Council's approval of Development Permit Application No. 1390, an application for the development of commercial storefront renovations for the Clocktower Hotel located at 4341 Village Lane. The proposed development is subject to the guidelines of Development Permit Area #1 – Whistler Village, in Official Community Plan Amendment Bylaw No. 1021, 1993. Approval is recommended subject to the satisfaction of the noted items, including adoption of Zoning Amendment Bylaw (CC1 Zone – Clocktower Hotel), No. 2070, 2014.

DISCUSSION

Background

The Clocktower Hotel is an existing development located at 4341 Village Lane in Whistler Village. Development Permit Application No. 1390 addresses a proposal to carry out a comprehensive renovation of the commercial level building façade along Village Stroll, including a minor extension of the storefront outward by 0.7 metres to accommodate 17.0 square metres of additional retail space,. (See Appendix A for design details.) A project summary is as follows:

Context - The Clock Tower Hotel is located in one of the busiest areas of the Village. The majority of the neighbouring properties have recently renovated their storefronts (i.e. the Crystal Lodge, Pan Pacific, and the Carleton Lodge).

Design Elements – The two new storefronts will feature light maple window trim, complementary stone façade, and new signage. New soffit lighting is proposed for the covered walkway, and fresh paint for the columns. The design is in keeping with the existing neighbourhood.

Site Planning & Circulation – Vehicle and pedestrian circulation will not be significantly impacted by this proposal. The additional retail space will result on a slight narrowing of the covered pedestrian walkway but continues to maintain Village design standards for walkway width. The new layout will result in modest improvements to accessibility. The accessible ramp is more prominent and will have a slightly lower angle relative to the existing ramp.

Massing – There will be no change to the building height and massing. All setbacks will remain the same, except the front setback will be reduced by 0.7 meters (from 6.5 metres to 5.8 metres).

Green Building – The applicant is proposing new, energy efficient lighting in the covered walkway.

Landscape - The existing walkway will be reconstructed, including a reconfiguration of the ramp for improved accessibility. The outdoor areas will be enhanced with paver accents complementary to the façade stone, as well as the use of natural stone to replace the old wood cap on the planters. Painted metal handrails and exposed aggregate steps are included in the design.

Safety - A snow shed analysis and an engineer's report on the safety of the design was submitted as required by Council policy.

Zoning Amendment Bylaw CC1 Zone – Clocktower Hotel), No. 2070, 2014

The proposed development is subject to a rezoning to accommodate the proposed minor increase in retail space. Bylaw 2070 proposes to increase the maximum permitted Gross Floor Area for the Clocktower Hotel parcel within the CC1 zone from 1,179 square metres to 1,196 square metres in order to accommodate the additional retail space.

On December 16, 2014, Council gave Bylaw 2070 first and second readings and directed staff to advise the applicant that before consideration of adoption of the bylaw, the following matters were to be completed to the satisfaction of the General Manager of Resort Experience:

- a) Owner commitment to undertaking the improvements as generally shown on the architectural drawings A0.0, 1.0, 1.1, 3.0, 3.1, prepared by Urban Design Group Architects Ltd., dated re-issued November, 27, 2014, as presented in Appendix "A", with final design details to be addressed through Development Permit approval; and
- b) Registration of an encroachment agreement on title of the subject property regulating proposed development encroaching on adjacent lands owned by the Resort Municipality of Whistler.

These items are being addressed as conditions of the recommendation development permit, which is subject to approval, and. adoption of Bylaw 2070.

ADP Review

Development Permit Application No. 1390 was reviewed by the Advisory Design Panel in October 2014. As a result of ADP comments, several improvements were incorporated into the design, primarily related to accessibility and pedestrian circulation.

The following is a summary of the key comments received from the Advisory Design Panel on October 29, 2014, and the applicant's design response:

ADP Comments	Design Response
Measures for improved pedestrian circulation must be incorporated into the design.	The accessible ramp was redesigned and the minimum clear walkway width was extended to 1.8 m.
The Whistler Village Design Guidelines state that the distance between the building face and the walkway edge is to be an average of 2.4 metres in width; the minimum clear distance is to be 1.8 meters.	The area to be enclosed was reduced to allow for the full 1.8 meters between the storefront and the columns in the walkway.
The accessible ramp should be redesigned to eliminate the turn.	A straight design is proposed.
Align the front doors with the columns.	The doors were realigned.
Additional space is required between the wall and the southernmost column to allow for pedestrian movement.	The planter was modified to expand this area.
The rounded entry stairs found elsewhere in Mountain Square should be adopted.	Rounded entry stairs were incorporated.
The stone cap proposed for the planters should match the stone on the planter walls.	Mocha-coloured stone that matches the stone used in the neighbouring property (Umberto's) is proposed.
The triangular area proposed for seating at the north end of the property needs further thought.	Due to snowfall hazard, this area will not be renovated for seating. Two crowded birch trees may be removed (pending Parks approval),

	and pavers will be reset to eliminate tripping hazard.
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On January 21, 2015 the file was reviewed for by the ADP for a second time. The revised design was supported by the Panel.

OTHER POLICY CONSIDERATIONS

The proposal is consistent with Whistler 2020 policies, provisions of Zoning Bylaw No. 303, the Official Community Plan, policies of the Whistler Village Rejuvenation and Reinvestment Initiative, and Whistler Village Density Policy G-24 (see Report No. 14-045 for details).

OCP Development Permit Area Guidelines

The subject property is designated as a development permit area for the establishment of three objectives: 1) form and character of commercial and the multi-residential development, 2) the protection of development from hazardous conditions, and 3) protection of the natural environment. Table 2 provides an overview of the Development Permit Guidelines, and how they are met by this proposal.

Table 2 – Whistler Village Development Permit Guidelines

DPA #1 – Applicable Guidelines	Comments
5.4.1(a) The buildings shall contribute to the image of a cohesive village, yet still express individuality through the incorporation of consistent elements into all new buildings.	Consistent.
5.4.1(b) The buildings and development in the Village shall continue the prominent pedestrian orientation and provide open space amenities.	The covered pedestrian walkway will maintain the required 1.8 m minimum width.
5.4.1(d) Landscaping and screening elements such as seating, lighting, planter design and plant types must be able to withstand Whistler's harsh climatic conditions and be coordinated with adjacent landscaping.	Stone will replace old wooden caps on existing planters.
5.4.1(f) Building materials must be sufficiently durable and shall be detailed to withstand Whistler's harsh climate. Materials including stone, wood, acrylic stucco and treated/textured concrete are appropriate. Building colours shall be in accordance with the guidelines contained within the Whistler Village Colour Guide adopted by Bylaw No. 1485, 2000. In general, muted tones or shaded tints that are drawn from Whistler's surrounding natural environment are appropriate. Building materials and colours must also be complementary to neighbouring buildings.	Stone is proposed for new store front base. Store front windows are wood-trimmed. Muted tones are specified for columns and handrails.
5.4.1(i) Pedestrian walkway systems on private property must be covered and placed within property boundaries. Walkway systems must be designed so they are integral to the building form,	The walkway system is integral to the building form and provides barrier free access.

link walkway of neighbouring buildings, incorporate furnishings in the arcade and provide barrier free access.	
4.0.2. Bike and ski racks should be highly visible. Ski and bicycle storage should be provided near entries to commercial space (stores, restaurants) for use by the general public. Ski and bike racks should be placed in areas that do not impede pedestrian movement, maintenance, or snow clearing in winter.	Bike racks are provided at the front and side of the building.
4.0.3. Interlocking paving stones are required on all plaza and pedestrian areas.	Accent pavers are proposed.
4.4 Comprehensive sign plans required as part of Development Permit application for all new structures.	To be submitted.
5.2.1. A continuous covered walkway system must be provided in Whistler Village. The walkway should have a varied width. Distance between building face and walkway edge is to be an average of 2.4 metres in width. Main floor level and pedestrian walkways should typically be a minimum of 0.6 metres above the adjoining pedestrian mall for flood-proofing with a maximum height of 1.2 metres above adjacent pedestrian mall. Barrier free access must be provided.	Walkway provisions are met.
5.2.4. Create pedestrian interest with use of scale and modulation in the placement and detailing of elements such as bay windows, street furnishings, entrances, lighting and graphics. Glazing is to be broken up into small scale panes. Large panels of glazing are not acceptable. Design shop facades as individual entities, to strengthen their character and interest to the pedestrian.	Store front windows are wood-trimmed and broken up into smaller scale panes. Each of the two shops is given a separate entryway, but separate facades creating 'individual entities' are not proposed.
5.5.2. Primary exterior materials include stone, wood, stucco and textured concrete.	Primary exterior materials include stone and wood.
5.5.5 Wood windows are preferred where possible.	Windows have light maple wood trim board.
6.0.3 Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means. All steps and wheelchair ramps must be covered or heat traced.	Steps and wheelchair ramps will be heat traced.

Legal Encumbrances

The legal encumbrances on title are not applicable to the design review.

Green Building Policy

Given the minor amount of construction proposed, the registration of a s.219 covenant regarding green building objectives (as per Policy G-23) was not recommended as a requirement of the development permit or associated rezoning.

BUDGET CONSIDERATIONS

There are no significant budget implications associated with this proposal. Rezoning/DP application fees provide for recovery of costs associated with this application. Building Permit fees will be charged at the time of Building Permit.

COMMUNITY ENGAGEMENT AND CONSULTATION

An information sign has been posted at the subject property to allow for public inquires about the application. A public hearing, which is subject to public notice requirements, was held as part of the rezoning process.

SUMMARY

This report seeks adoption of Zoning Amendment Bylaw 2070 and Council's approval of Development Permit Application No. 1390, an application for the development of additional retail space and storefront renovations at 4341 Village Lane. The proposed development is subject to the guidelines of Development Permit Area #1 – Whistler Village, in Official Community Plan Amendment Bylaw No. 1021, 1993.

Respectfully submitted,

Amica Antonelli

PLANNER

For

Jan Jansen

GENERAL MANAGER OF RESORT EXPERIENCE



GROUND FLOOR,
COMMERCIAL BUILDING
WHISTLER, B.C.

KEY PLAN



1
A0.0
KEY PLAN
SCALE: NTS

SUBJECT PROPERTY

CONTACT LIST

CONSULTANTS

ARCHITECT
URBAN DESIGN GROUP ARCHITECTS LTD.
1000-100 West Pender Street,
Vancouver, BC V6E 4C3
Phone: 604-685-7224
Fax: 604-685-7225

DRAWING LIST

ARCHITECTURAL

- A-0.0 COVER SHEET
- A-1.0 CONTEXT PLAN
- A-1.1 FLOOR PLAN
- A-3.0 EXTERIOR ELEVATION - PARTIAL
- A-3.1 VIEW 1 & VIEW 2

CIVIC ADDRESS

4341 VILLAGE LANE, WHISTLER, BC

LEGAL DESCRIPTION

PLAN VAS883 LOT 2 DISTRICT LOT 1902 NEW WESTMINSTER DISTRICT GROUP 1, & DL 3020, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE.

ZONING

CC1 COMMERCIAL CORE ONE

DEVELOPMENT &
BUILDING PERMIT
SUBMISSION
APPLICATION FOR
GROUND FLOOR
COMMERCIAL BUILDING

STOREFRONT RENOVATIONS
4341 VILLAGE LANE, WHISTLER CLOCK TOWER BUILDING
For MADISON PACIFIC PROPERTIES INC.

architects ltd.
600-1140 WEST PENDER
VANCOUVER, BC V6E 4C3
TELEPHONE: 604-685-7224
FACSIMILE: 604-685-7225

project number: 3886
sheet title: COVER SHEET
date: 2014-01-28
drawn: AS NOTED
checked: AS NOTED
scale: A-0.0



2



 **KEY PLAN**



3



1



4



5

STOREFRONT RENOVATIONS
4341 VILLAGE LANE WHISTLER CLOCK TOWER BUILDING
For MADISON PACIFIC PROPERTIES INC.

architects ltd.
600-1140 WEST PENDER
VANCOUVER, BC V6E 4C3
TELEPHONE: 604-687-2334
FACSIMILE: 604-688-7481

project number **3886**
sheet title **CONTEXT PLAN**
date 2014-01-16 sheet number
drawn AS NOTED
checked LK
approved PG
A-1.0



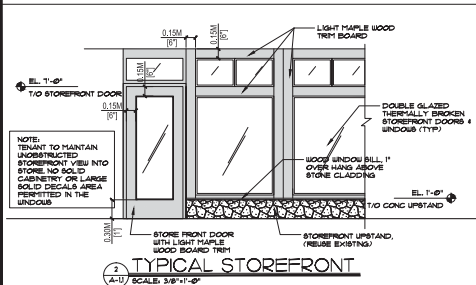
SITE AERIAL
SCALE: NTA

PROJECT DATA

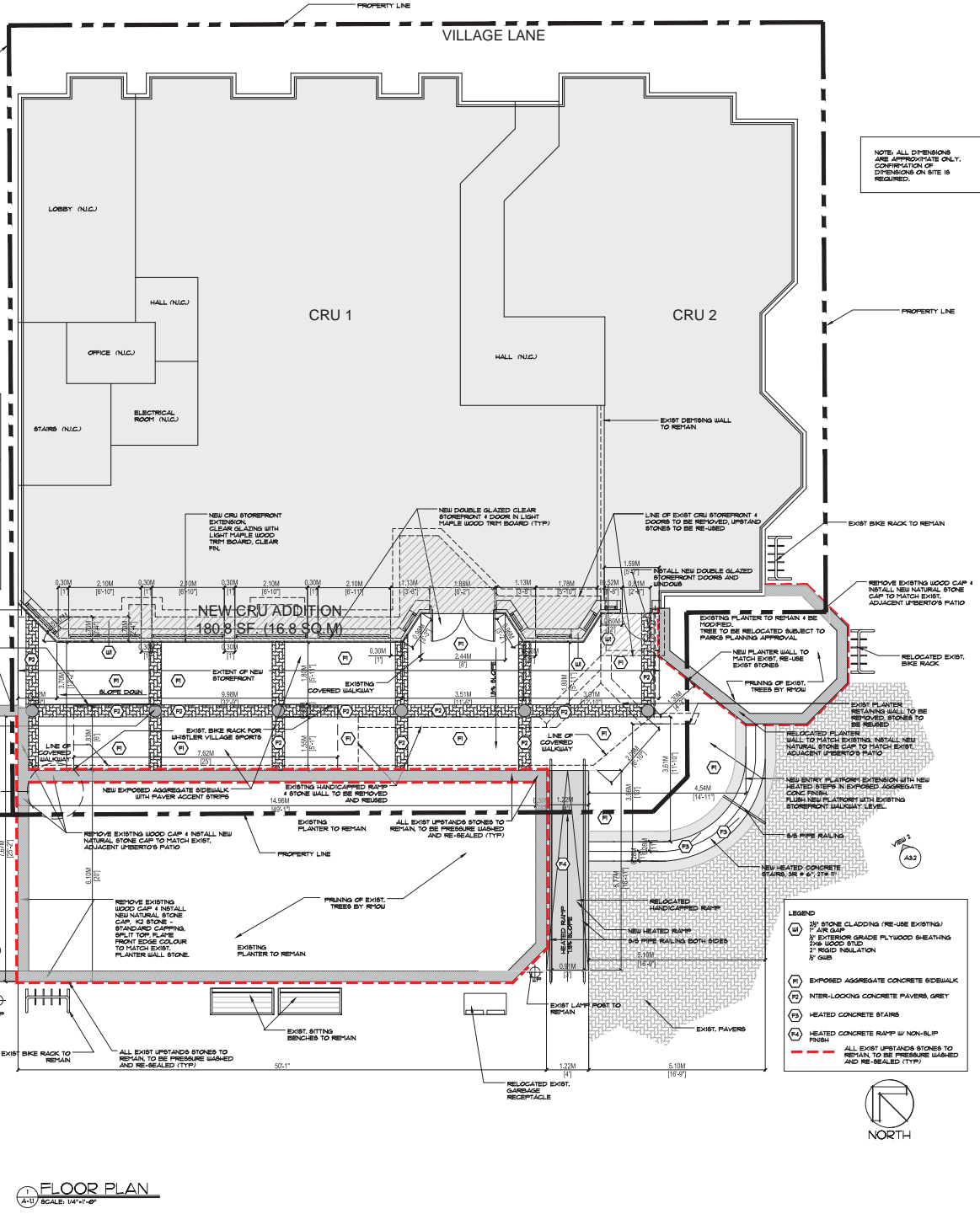
EXISTING GROUND LEVEL	
TOTAL BUILDING AREA	3,576 SF (332.22 SQ M)
CRU 1	1,839.52 SF (170.89 SQ M)
CRU 2	1,030 SF (95.69 SQ M)
PROPOSED GROUND LEVEL	
TOTAL BUILDING AREA	3733.35 SF (346.84 SQ M)
CRU 1	2,013.34 SF (187.04 SQ M)
CRU 2	1,005 SF (93.37 SQ M)
CRU 1 - ADDITION	180.8 SF (16.8 SQ M)
CRU 2 - DELETION	25 SF (2.32 SQ M)
TOTAL BUILDING ADDITION	155.8 SF (14.47 SQ M)



NATURAL STONE CAP IMAGE (TO MATCH UMBERTO'S PATIO)
SCALE: NTA



EXISTING ADJACENT CRU (N.I.C.)



NOTE: ALL DIMENSIONS ARE APPROXIMATE ONLY. CONFIRMATION OF DIMENSIONS ON SITE IS REQUIRED.

- LEGEND**
- 3" STONE CLADDING (RE-USE EXISTING)
 - 1" AIR GAP
 - 5" EXTERIOR GRADE PLYWOOD SHEATHING
 - 5/8" WOOD STUD
 - 2" RIGID INSULATION
 - 3/8" GIB
 - EXPOSED AGGREGATE CONCRETE SIDEWALK
 - INTER-LOCKING CONCRETE PAVERS, GREY
 - HEATED CONCRETE STAIRS
 - HEATED CONCRETE RAMP w/ NON-SLIP FINISH
 - ALL EXIST UPSTANDS STONES TO REMAIN TO BE PRESSURE WASHED AND RE-SEALED (TYP)

STOREFRONT RENOVATIONS
4341 VILLAGE LANE WHISTLER CLOCK TOWER BUILDING
For MADISON PACIFIC PROPERTIES INC.

architects ltd.
600-1140 WEST PENDER
VANCOUVER, BC V6E 4C3
TELEPHONE 604-687-2334
FAX 604-688-7481

Project Number: **3885**
Sheet 106
FLOOR PLAN
Date: 2014-01-16
Drawn: AS NOTED
Scale: AS NOTED
Checked: AS NOTED

SIGN IMAGE REFERENCE

SUSPENDED SIGNAGE BETWEEN EXIST COLUMNS, LIT FROM CEILING



LIGHT MAPLE WOOD TRIM BOARD
STORE FRONT REFERENCE IMAGE



STOREFRONT RENOVATIONS
4341 VILLAGE LANE WHISTLER CLOCK TOWER BUILDING
For MADISON PACIFIC PROPERTIES INC.



architects ltd.
600-1140 WEST PENDER
VANCOUVER, BC V6E 4C3
TELEPHONE 604-687-2234
FACSIMILE 604-688-7481

project number **3886**

sheet name
**EXTERIOR ELEVATIONS
PARTIAL**

date 2014-01-16 sheet number
drawn AS NOTED
check PG
designed PG
A-3.0



VIEW 2
SCALE: N/A



VIEW 1
SCALE: N/A

buildings; the leftover space should be considered as a positive space between the two buildings.

2. Panel supports the amenity complex, whether it is specific to this project or shared amongst the neighbours.
3. Panel felt the arrangement of the amenity elements should be less object-like with stronger connections to create a more cohesive package.
4. Panel recommended creating a more positive landscape space for the visitor parking and arrival entrance way.
5. Panel recommended the use of deciduous trees to the south and west side of the pool and the buildings to provide summer shading.
6. Panel recommended that consideration be given to the views to and through the complex from the neighbours to the north.
7. Panel recommended a shadow study be conducted.

Form and Character

1. Panel supports the overall building massing.
2. Panel strongly recommended providing more storage than what is currently shown. The storage can be both within the units as well as in the parking garage.

Materials, Colours and Details

1. Panel would like to see greater details and encourages the applicant maintain the building character and thinness of form. The modern roof forms are consistent with the Rainbow Neighbourhood.

Moved by Pat Wotherspoon
 Seconded by Elaine Naisby

That the Advisory Design Panel generally supports the projects' direction and looks forward to seeing this project return for further review and how Panel's comments have been addressed.

CARRIED.

The applicant team left the meeting.

4341 Village Lane
 Clock Tower
 2nd Review
 File No. DP1390

The applicant team of Marvin Haasen, President and CEO, Madison Pacific Properties and Aaron Vornbrock, Architect, Urban Design Group entered the meeting.

Amica Antonelli, Planner, RMOW introduced the project for a 2nd review of the Clock Tower building storefront renovations including new windows, re-configuration of entry stairs, soffit lighting, new signage and planter upgrades. Panel reviewed this proposal at the October 29, 2014 meeting. Staff seeks Panel comments regarding the design changes, does this iteration adequately address panel's previous comments.

Marvin Haasen advised on the following.

1. The property is owned by Madison Pacific Properties.
2. Have been working with the two tenants Whistler Village Sports and Whistler/Blackcomb; intent is to enhance their customer experience as well as enhancement of the building relative to Whistler Village itself.

3. The majority of Panel's previous comments have been implemented.

Aaron Vornbrock advised on the following.

4. Design rationale - upgrade existing outdated storefront and signage at ground level.
5. Increase floor area by approximately 15 m².
6. The design will increase existing retail visibility and transparency.
7. New storefronts encased in a warm light maple wood trim consistent with surrounding storefront character.
8. New high quality signage.
9. Energy efficient soffit lighting in the covered walkway.
10. Reconstruct existing sidewalk, new re-configured accessible ramp.
11. Paver accents that complement the building façade stone, natural stone replaces the existing wood capping in the planters, creating a more prominent modern appearance.
12. Expansion area pushes the storefront out. Design adjustments made to meet the minimum 1.8 m wide walkway requirement.
13. The ramp length has been reduced and the turn in it has been eliminated.
14. Radial concrete landing similar to the opposite side of the pedestrian stroll.
15. Heated stairs.
16. Minor re-configuration of south planter to open up the entry to the retail unit. The existing tree in the planter will be relocated to the centre of the planter.

Panel offers the following comments.

Site Context and Landscaping

1. Panel encourages the applicant to consider more extensive use of the adjacent municipal planter for seasonal (summer) displays and also to reduce circulation impacts on the pedestrian stroll.

Materials, Colours and Details

1. Panel felt the quality of the finishes and details are consistent with the rest of Whistler Village and the pedestrian stroll.
2. Panel supports replacing the wood planter cap with stone materials to match the adjacent property.

Panel appreciates how the applicant has addressed previous comments and concerns.

Moved by Tom Bunting
Seconded by Pat Wotherspoon

That the Advisory Design Panel supports the project as submitted and does not need to see this project return for further review.

CARRIED.

The applicant team left the meeting.



REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: March 3, 2015

REPORT: 15-037

FROM: Resort Experience

FILE: RZ1100, Bylaw 2076

SUBJECT: RZ1100 – 8017 HIGHWAY 99 – AMENDMENTS TO CTI1 ZONE

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council consider giving third reading to Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015.

REFERENCES

Location: 8017 Highway 99

Legal description: Lot 1, District Lots 1757 and 2105, Plan 17097

Owners: Mons Holdings Ltd., Inc. No. BC0784998 and
NSW Holdings Ltd. Inc. No. BC0208420

Current Zoning: CTI1 (Community and Transportation Infrastructure One)

Appendices: “A” Staff responses to questions raised at the February 17, 2015 Public Hearing
“B” Existing CTI1 Zone

PURPOSE

This report provides staff responses, as requested by Council, to questions raised at the February 17, 2015 Public Hearing for Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015 by a member of the public. Additionally, this report presents Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015 for Council's consideration of third reading.

DISCUSSION

Staff responses to questions raised by a member of the public at the February 17, 2015 Public Hearing for Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015 are attached as Appendix A.

WHISTLER 2020 ANALYSIS

This analysis was presented in Administrative Report to Council No. 15-028.

OTHER POLICY CONSIDERATIONS

Other policy considerations were addressed in Administrative Report to Council No. 15-028.

BUDGET CONSIDERATIONS

Budget considerations were addressed in Administrative Report to Council No. 15-028.

COMMUNITY ENGAGEMENT AND CONSULTATION

Addressed previously in Administrative Report to Council No 15-028.

SUMMARY

This report provides responses to questions raised at the February 17, 2015 Public Hearing for Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015. Additionally, this report presents Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015 for Council's consideration of third reading.

Respectfully submitted,

Melissa Laidlaw
SENIOR PLANNER
for
Jan Jansen
GENERAL MANAGER, RESORT EXPERIENCE

Staff responses to questions raised at the February 17, 2015 Public Hearing

Staff have reviewed the video of the Public Hearing and have transcribed the Public Hearing comments into the following numbered items. Staff's response to each comment is presented in italics.

1. It is his opinion that this hearing should be postponed. According to the *Local Government Act* Division 4, Section 8, paragraph 9, there has to be a sign posted at the location. He commented if you don't read a paper you would not be aware of this meeting.

The Local Government Act (LGA) does not require the posting of a notice on the land that is the subject of a bylaw requiring a public hearing. This may be required by the local government at its discretion by bylaw.

The LGA requires notices of public hearing to be published in at least 2 consecutive issues of a newspaper, the last publication to appear not less than 3 and not more than 10 days before the public hearing. Notices were published in the Feb. 5, 2015 and Feb. 12, 2015 issues of the Pique Newsmagazine. The LGA also requires that notices of public hearing be mailed or otherwise delivered at least 10 days before the public hearing, to the owners as shown on the assessment roll as at the date of the first reading of the bylaw and to any tenants in occupation as at the date of the mailing or delivery of the notice, of all parcels any part of which is the subject of the bylaw alteration or is within a distance specified by a bylaw. The municipality's Land Use Procedures and Fees Bylaw No. 2019, 2012 specifies the distance as 100 metres. Notices were mailed on Feb. 5, 2015 and hand delivered on Feb. 6, 2015.

Land Use Procedures and Fees Bylaw No. 2019, 2012 does not require a notification sign if there is no application. The municipality initiated this zoning amendment and there was no rezoning application submitted by the owners of the lands.

2. The Council of 2012 moved to register the covenant and adopt the CT11 zoning and the OCP bylaws. The OCP mentioned was struck down because the wording to register the covenant included the word "and," and struck down the OCP bylaws. Asked how that affected the covenant.

On October 2, 2012 Council adopted Zoning Amendment Bylaw (Community and Transportation Infrastructure One) No. 1860, 2008 and Official Community Plan Amendment Bylaw (Mons Industrial Land) No. 1859, 2008. Official Community Plan Amendment Bylaw (Mons Industrial Land) No. 1859, 2008 was never struck down. The Section 219 Development Covenant that was appended to Administrative Report No. 12-109 dated October 2, 2012 was subsequently registered on the title of the property on October 3, 2012.

3. In the package it states the owners of the land are required to provide a pedestrian bridge, in this case an underpass, over the railway track. In the documents he has, there is no mention of RMOW contribution. He commented that there is no figure as to how much we are supposed to pay.

Zoning Amendment Bylaw (Community and Transportation Infrastructure One) No. 1860, 2008, the original zoning bylaw that created the existing CT11 Zone (attached as Appendix B) required the developer to construct an overpass to the northern rail of the railway track and it was always understood that the RMOW would complete and be responsible for the cost north of that point to

complete a bridge. Information Report to Council No. 09-139 dated October 6, 2009, the same date as the Public Hearing for Zoning Amendment Bylaw No. 1860, stated "Using a more appropriate bridge design standard will save the RMOW money since it will be responsible for building the approach to the pedestrian bridge north of the railway tracks". This obligation still remains with the current zoning amendment to permit the option for an underpass, and there are no other changes to the existing CT11 Zone amenity requirements. Administrative Report to Council No. 15-028 dated February 3, 2015 identified a maximum upset amount of \$718,696.99 plus applicable taxes for the RMOW portion, based on costs provided by the developer's engineer.

4. There is not a provision for a holdback amount until certificate of final completion is received in this recommendation, which is common practice in today's construction industry, especially in today's construction industry, especially for a capital project like this.

Administrative Report to Council No. 15-028 contains resolutions specifically authorizing the Approving Officer to roll the capital works into a Subdivision Servicing Agreement and to administer the Subdivision Servicing Agreement as permitted by the various Council policies and bylaws governing the subdivision of land. Consistent with that recommendation, a Subdivision Servicing Agreement is structured to allow for holdback amounts for deficiencies and a warranty period, typically at least one year after the certificate of substantial completion is granted.

5. The cost to the RMOW relies on only one estimation provided by the owners own engineer, without tender and without competitive estimates as would be normal practice before authorizing public funding for ¾ of a million dollars whether or not any costs for this underpass should be charged to the community.

The underpass and its associated approaches are an integrated structure that must be constructed as one entity and cannot be broken out into separate contracts. The developer and RMOW portions are based on costs provided by the developer's engineer using industry standards and quotes from a civil contractor familiar with works in the Whistler corridor and quotes from all the key subcontractors. The initial overpass and underpass designs and costs were reviewed by an independent engineer. The RMOW will have final costs reviewed by an independent engineering firm.

6. Asked members of Council if any of them had attended this proposed site during the rain period last month and in November. Commented that he would suggest this is a floodplain area. Commented that he has been there when the rain is heavy. Expressed concerns for people travelling through a tunnel at night, in a very secluded area; lit or not.

The site has gone through extensive study and review by Creus Engineering, Trow Engineering/EXP, LCI Water Resource Group (Hydrological Engineer), La Cas Consultants Inc., and DMD Engineering. There is a full Geotech report on the site including groundwater analysis. There has been a full flood report specifically for the tunnel approach.

RMOW have been vigilant in reviewing this project and have required flood studies, examples of other pedestrian tunnels under high ground water condition, confirmation from suppliers that products are reasonable, quotes from contractors on water proofing repair. RMOW is in receipt of documentation of a number of similar projects that have watertight precast installation that have performed well under similar conditions. RMOW is in receipt of letters of assurance from the supplier of the precast units that they are viable for the intended use. RMOW has seen quotes from a contractor that could do epoxy sealing of joints if leaks ever did occur. RMOW is

in receipt of a flood study that has reviewed the proposed overland flood routing in the event of a 200 year flood. RMOW is in receipt of reports from EXP that comment on groundwater and other geotechnical constraints.

The design will result in a pedestrian undercrossing of the rail that adequately addresses the existing high water table and addresses the known flood issues in the area. The works are designed to address the site conditions such that there is a safe pedestrian route for crossing the railway which is superior in many ways to the alternate bridge crossing.

7. Originally, this rezoning was granted with an amenity, with the amenity being a bridge. Expressed a lack of clarity on why we should pay for it. Asked Council to reconsider this zoning as an amenity.

Refer to response to question #3 above.

CTI1 (Community and Transportation Infrastructure One)

Intent

The intent of this zone is to provide industrial type uses supporting community and transportation infrastructure, and civic uses.

11 In the CTI1Zone:

Permitted Uses

11.1 The following uses are permitted and all other uses are prohibited:

- a) auxiliary buildings and auxiliary uses
- b) auxiliary residential dwelling unit for a caretaker or watchman or other persons similarly employed on the premises
- c) fuel service station / fuel card lock
- d) indoor and outdoor recreation
- e) indoor storage for businesses
- f) indoor and outdoor storage and maintenance of construction equipment
- g) landscaping services
- h) messenger or courier service
- i) motor vehicle maintenance and storage facility
- j) nature conservation parks and buffers
- k) parks and playgrounds
- l) storage and works yard including storage of construction equipment
- m) recycling depot for household goods
- n) taxi dispatch and storage yard
- o) vehicle impound yard

Density

11.2.1 The maximum permitted floor area of buildings and structures in the CTI1 Zone is 500 square meters and the land in the CTI1 zone shall not be subdivided.

11.2.2 Despite subsection 11.2.1, the permitted floor area in the CTI1 Zone is not restricted except by the application of Sections 11.3 through 11.8 and the land in the CTI1 zone may be subdivided, if the owner has provided the following amenities to the Municipality at the time of issuance of a building permit authorizing construction of buildings or structures that would increase the density of development in the zone above 500 square meters or at the time of deposit of the subdivision plan, as the case may be:

11.2.2.1 transfer to the Municipality for public purposes of a portion of the land in the CTI1 zone comprising, more or less, the area shown hatched on Drawing 1 forming part of these CTI1 Zone regulations, without compensation and free and clear of all encumbrances of a financial nature;

11.2.2.2 provision of a statutory right of way for public trails passing through the CTI1 Zone, at locations to be confirmed by the Municipality , generally parallel to the southern boundary of the CTI1 Zone between the southwesterly corner of the land described

in Section 11.2.2.1 and the southwesterly corner of the CTI1 Zone, as shown conceptually on Drawing 1,

- 11.2.2.3 construction of the public trails in the locations shown conceptually on Drawing 1 to the valley trail standards indicated on Resort Municipality of Whistler Valley Trail Standard Drawings No. R7 dated July 2003, R8-B dated July 2003 and R9 dated January 2003, each of which is on file at the municipal office of the Municipality, including lighting of a design approved by the Municipality at 30 meter intervals or greater intervals approved by the Municipality, provided that the Municipality may require the owner to construct the trail portion north of the rail bridge to the extent only that the cost of such construction does not exceed the cost of constructing the trail portion along the southern boundary of the CTI1 zone, such costs to be estimated by the Municipality, and if the Municipality requires the owner to construct the trail portion north of the rail bridge, the owner need not construct the trail portion along the southern boundary; and
- 11.2.2.4 provision of a pedestrian bridge over the railway track to the north of the CTI1 Zone having a clear inside width of at least 3.7 meters with grades generally not exceeding 5%, constructed to a design approved by the Municipality and connecting the new public trails in the CTI1 Zone with existing or proposed trails to the north of the railway track, including such authorizations from Canadian National Railways or the railway regulatory authority as are required for the public use of the bridge in perpetuity.
- 11.2.3 In lieu of providing the amenities described in Sections 11.2.2.2, 11.2.2.3 and 11.2.2.4 at the time of issuance of a building permit authorizing floor area in excess of 500 square metres or subdividing the land in the CTI1 Zone, the owner may enter into an agreement with the Municipality by which the owner is obliged to provide the amenities by a date specified in the agreement, and provide security to the Municipality in the amount of the Municipality's estimate of the cost of providing the amenities, but no such agreement shall be permitted in relation to the rail bridge amenity described in Section 11.2.2.4 until the authorizations described in that Section have been issued in writing.

Height

- 11.3 The maximum permitted height of a building is 12 meters.

Site Area

- 11.4.1 The minimum permitted parcel area is 2000 square meters.
- 11.4.2 The minimum parcel frontage is 23 meters.

Site Coverage

- 11.5 The maximum allowable site coverage is 40 percent.

Setbacks

- 11.6.1 The minimum permitted front setback is 7.5 meters.
- 11.6.2 The minimum permitted side setback is 3.0 meters.
- 11.6.3 The minimum permitted rear setback is 3.0 meters.

- 11.6.4 Notwithstanding any other regulation in this zone, a minimum 20 meter setback is required from the right of way of Highway 99 and a minimum 10 meter setback is required from the railway right of way.

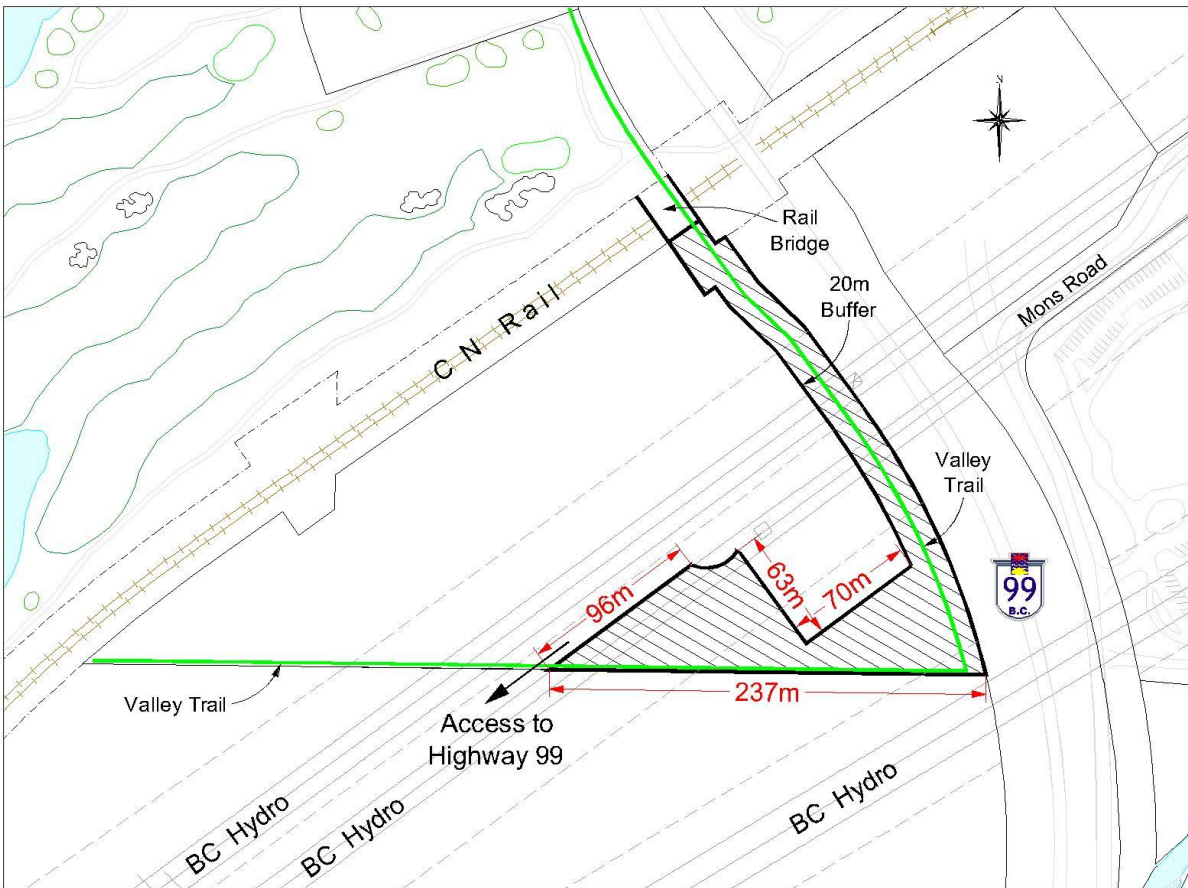
Off Street Parking and Loading

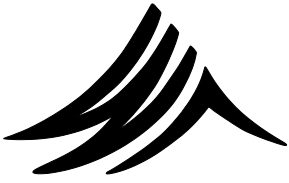
- 11.7 Off street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Section 6 of this Bylaw.

Other Regulations

- 11.8.1 A maximum of 1 auxiliary residential dwelling unit is permitted per parcel.
- 11.8.2 An auxiliary residential dwelling unit shall contain a gross floor area no greater than 75 square meters and no less than 32.5 square meters.
- 11.8.3 A maximum of 40 percent of the gross floor area of a principal building is permitted to be used for auxiliary office use.
- 11.8.4 Setback areas described in Section 11.6.4 shall be landscaped to visually screen the buildings, structures and storage areas from Highway 99 and the railway tracks.
- 11.8.5 All uses on parcels adjacent to the railway shall be screened by a solid wall at least 2.4 metres high constructed and maintained upon such parcels at at a 10 m setback from the southeast property line of the railway right of way.
- 11.8.6 In addition to the landscaped area required by section 11.8.4, a minimum of 10% of a parcel shall be landscaped, such landscaped area to be located to the maximum extent possible in the setback area adjacent to the front parcel line.
- 11.8.7 Snow storage shall be predominantly located at the rear of the parcel.
- 11.8.8 Storage yards shall be screened from adjacent parcels and highways.
- 11.8.9 Auxiliary storage uses must be related to a principal use on the same parcel.
- 11.8.10 Fencing shall not be of a barb wire construction below the height of 2.0 meters.
- 11.8.11 All roof top apparatus shall be screened from public view at ground level and from Highway 99 and the railway.
- 11.8.12 Any storage vessel with a liquid capacity exceeding 7570 liters (2000 gallons) capable of storing liquefied fuels under pressure shall:
- 11.8.12.1 be sited at least 15 meters from any parcel line; and
- 11.8.12.2 be sited at least 120.0 meters away from any building that may be used for public assembly such as schools, hospitals, theatres, tourist accommodations, and campgrounds and from any residential buildings.

Drawing 1





WHISTLER

MINUTES

**REGULAR MEETING OF RECREATION LEISURE
ADVISORY COMMITTEE (RLAC)
THURSDAY, SEPTEMBER 11, 2014, STARTING AT 4:30 P.M.
In the Flute Room
4325 Blackcomb Way, Whistler, BC V0N 1B4**

PRESENT:

Chair, Murray Lunn
Councillor, A. Janyk
General Manager of Resort Experience, Jan Jansen
Director of Planning, Mike Kirkegaard
Manager of Resort Parks Planning, Martin Pardoe
Manager of Recreation, Roger Weetman
Tourism Whistler Representative, James Buttenshaw
Member-at-Large, Bob Calladine
Member-at-Large, John Konig
Member-at-Large, Roger Soane
Recording Secretary, Stephanie Nicoll

REGRETS:

School District 48 Representative, Rick Hume
Member-at-Large, Colin Pitt-Taylor
Member-at-Large, Stephanie Sloan
Member-at-Large, Eric Wight

ADOPTION OF AGENDA

Moved by Roger Soane
Seconded by Bob Calladine

That RLAC adopt the RLAC agenda of September 11, 2014 as amended with the addition of the following topics:

- Condition of soccer fields at Myrtle Philip Community School
- Motorized vehicles on Valley Trail
- Approval of the November 21, 2013 minutes
- Marking of bike symbols on municipal roadways
- Business license for mobile popsicle stand

CARRIED

ADOPTION OF MINUTES

Moved by Roger Soane
Seconded by John Konig

That RLAC adopt the Regular RLAC minutes of July 3, 2014.

CARRIED

PRESENTATIONS/DELEGATIONS

There were no presentations/delegations.

OTHER BUSINESS

Holburn Property/Tennis
Facility

A discussion was held regarding the upkeep of the Whistler Racquet Club and planning status of the property as it pertains to a tennis facility. Jan Jansen and Mike Kirkegaard confirmed that the land owner is obligated to maintain the facility, that the pre Games development application was withdrawn by the land owner, that no planning or development applications have been received by the RMOW, and that it is the responsibility of the land owner to initiate an application. The RMOW has previously reminded the land owner of their tennis facility maintenance obligations. Staff also noted that the legal agreements outlining commitments and obligations are registered on title in the Land Titles office.

Moved by John Konig
Seconded by Bob Calladine

That the RLAC recommends RMOW staff discuss with Holburn that they keep the Whistler Racquet Club open and well maintained.

CARRIED

At 5:15 p.m., Jan Jansen, General Manager of Resort Experience, and Mike Kirkegaard, Director of Planning, left the meeting.

Meadow Park Sports
Centre Facility Upgrade

An update was provided by Roger, regarding Meadow Park Sports Centre facility upgrade. The roof replacement is approximately 50% completed. Further upgrades include change rooms floors resurfacing and installation of preheating for air into the change rooms. The front desk is currently being remodeled. Other minor work is being completed throughout the pool and fitness areas.

At 5:20 p.m. Councillor A. Janyk entered the meeting.

2015 Municipal
Budgeting Overview &
Schedule

The 2015 municipal budgeting process is about to begin for capital projects and operating budgets. A final timeline has not yet been made available.

2015 RLAC Prioritized Topics & Capital Projects	Staff requested committee members input on priorities for 2015 and beyond. RLAC input will be taken into consideration however final capital project and work plan direction will come from Council and senior staff. Martin Pardoe requested committee members review the DRAFT version of the Recreation Leisure Master Plan. Martin Pardoe will make copies of the DRAFT RLMP available to committee members.
Pemberton Recreation Meeting	Pemberton Recreation Committee has emailed to invite RLAC members to a joint meeting on Tuesday, October 28, 7 p.m. at the Pemberton Community Centre. RLAC members confirmed their attendance. Martin Pardoe and Roger Weetman will also attend the meeting.
Conditions of Soccer Fields at Myrtle Philip Community School	<p>Committee members expressed concern regarding uneven level of the soccer field at Myrtle Philip Community School occurring in the same location each year. The RMOW's Landscape Maintenance & Parks Snow clearing Supervisor confirmed that the 2013 soccer season extended longer than usual, the 2013/14 winter was particularly hard on lawns across the resort community and that a water supply issue resulted in clogged sprinklers and no irrigation for a critical three weeks in 2014. Martin Pardoe confirmed that the fields are highly used (over 400 hours of booked use in 2012 over a 195 day season) and that level of use is not sustainable. Users should consider alternative locations such as Bayly Park which has only received 72 hours of use in 2014.</p> <p>Committee requested that Martin Pardoe invite RMOW Supervisor Landscape Maintenance and Parks and Whistler Youth Soccer Association President to a future meeting to discuss field maintenance wear and tear.</p>
Motorized Vehicles on Valley Trail	The current Park Use Bylaw states that all bikes on the Valley Trail must be human powered. Discussion of electric assist bicycles will take place at a future meeting.

ADOPTION OF MINUTES

November 21, 2013 Minutes	Moved by Murray Lunn Seconded by Bob Calladine
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That the RLAC adopt the regular RLAC minutes of November 21, 2013.

CARRIED

OTHER BUSINESS

Markings of Bike Symbols on Municipal Roadways	<p>The purpose of the bike markings on the road ways is to advise drivers and cyclists to share the road.</p> <p>Moved by Bob Calladine Seconded by John Konig</p>
--	--

That RMOW staff consider or implement separated bike lanes along Blackcomb Way between Sundial Place and Lorimer Road.

CARRIED

**Business License for
mobile Popsicle Stand**

Committee members inquired regarding a recent municipal decision to not grant a business license to an applicant for a mobile popsicle stand earlier this year. Staff reported that municipal current policies and bylaws do not permit mobile food and beverage vendors therefore a business license could not be awarded. With the draft RLMP, there is recognition of an opportunity to enhance guest experience by potentially allowing mobile food and beverage vendors in select municipal parks. The current park food and beverage concession agreements expire in 2015. Staff seek to have a new model in place for 2016.

ADJOURNMENT

Moved by Roger Soane

That RLAC adjourn the September 11, 2014 Council meeting at 6:30 p.m.

CARRIED



CHAIR: Murray Lunn



WHISTLER

MINUTES

REGULAR MEETING OF RECREATION LEISURE ADVISORY COMMITTEE

THURSDAY, OCTOBER 9, 2014, STARTING AT 4:35 P.M.

In the Flute Room, Municipal Hall

4325 Blackcomb Way, Whistler, BC V0N 1B4

PRESENT:

Chair, Murray Lunn

Member-at-Large, Bob Calladine

Member-at-Large, Eric Wight

Member-at-Large, John Konig

Member-at-Large, Colin Pitt-Taylor

Landscape Maintenance & Parks Snowclearing Supervisor, RMOW, Paul Beswetherick

Manager, Resort Parks Planning, RMOW, Martin Pardoe

Manager, Recreation, RMOW, Roger Weetman

Recording Secretary, Shannon Perry

President, Whistler Youth Soccer Association, PJ O'heany

Executive Head Coach, Whistler Youth Soccer Association, Phil Melun

REGRETS:

Councillor, A. Janyk

Member-at-Large, Roger Soane

Member-at-Large Stephanie Sloan

Tourism Whistler Representative, James Buttenshaw

School District 48 Representative, Rick Hume

ADOPTION OF AGENDA

Moved by John Konig

Seconded by Colin Pitt-Taylor

That Recreation Leisure Advisory committee adopt the recreation leisure advisory committee agenda of October 9, 2014

CARRIED

ADOPTION OF MINUTES

Moved by John Konig

Seconded by Colin Pitt-Taylor

That Recreation Leisure Advisory Committee adopt the Recreation Leisure Advisory Committee minutes of September 11, 2014

CARRIED

Soccer Fields at
Myrtle Phillip
Community School.

A presentation by PJ O'Heany and Phil Melun was given regarding the growth of the Whistler Youth Soccer Club and the use of and wear on the soccer fields at

the Myrtle Phillip Community School. A discussion followed and covered a variety of topics:

1. Unsustainable hours of field use.

Currently the fields are used more than 29 hours a week by Whistler Youth Soccer. Other groups also use the fields. Annually the fields are used 300 to 400 hours over a five month timeframe. Reducing hours on Myrtle Philip fields is a shared objective and can be achieved by using alternative locations.

2. Alternative locations for play.

Bayly Park, the ball fields at Spruce Grove Park, and the larger field at the Whistler Secondary Community School all have potential but each with their unique sets of limitations:

Bayly: gravel surface used when frost an issue at grass fields, but prefer to use grass. Not large enough for the number of children registered to play soccer in fall session. Not centrally located.

Spruce Grove: field size and shape constrained by ball diamonds. Fields underutilized after ball league play which ends mid-September. Centrally located, illuminated, and washrooms.

High School: generally ok but no washroom. Slight drainage problem in one corner. Small lower field off the table due to environmental concerns and very poor drainage.

Myrtle Philip Upper Fields:

Poor surface quality, washrooms some distance away at Balsam Park, limited field size.

Meadow Park: field size and shape constrained by ball diamonds. Very wet in spring.

None of the above fields can be used for Rep League play.

3. Other solutions.

Convert Meadow Park ball diamonds to "square" field

Fields currently underutilized, conversion would diversify potential field user types. Likely require significant drainage upgrade to permit spring use as water table very high.

Increase durability of Myrtle Philip fields.

Staff reported that a trial section of turf reinforced with a fiber material has provided good results. It may be possible to install the same on each field in the high wear zones. This would require a one-time closure of the field for two to three months in spring to establish. Could do both fields in sequential years.

High School:

SD48 has previously suggested a preference for improvements to occur at the High School, in which case SD48 may be able to contribute limited resources.

Artificial Turf

Highly desirable but costly with 10 year replacement. Typically include illumination which can have negative impacts to nearby neighbourhoods despite advances in lighting technology and focusing.

Discussion Outcomes:

Kids don't generally care about field size and shape – they are pretty flexible. Spring demand is less as no Rep League teams and Bayly is a great amenity for early season.

Use Spruce Grove for weekday evening training purposes in October 2014.

Monitor and evaluate to consider larger use in 2015. This may require storage container and tighter coordination with ball league play.

Follow up on washroom (outhouse) at High School.

Consider converting Meadow Park to square field in annual budgeting process.

Consider increasing durability of Myrtle Philip fields in annual budgeting process.

Staff to follow up with other field users. *t 4:59 p.m. Eric Wight entered meeting.*

At 5:18 p.m. Paul Beswetherick, PJ O'Heany and Phil Melun left the meeting.

Meadow Park Sports Centre Feasibility Study

A presentation was given by Staff regarding MPSC Feasibility and a discussion was held.

- Powerpoint to be distributed to the committee via email.

Committee reviewed feasibility study including expansion, rejuvenation, purpose, scope, 10 main elements.

Plan to be refine and brought forward to the community

Meadow Park Sports Centre Renovation and Shutdown

A presentation by staff was given regarding MPSC Roof Replacement and images were explained to committee.

- Powerpoint to be distributed to the committee via email.

Dates given by staff regarding MPSC renovation and shut down.

The facility re-opened Monday, October 6, 2014 and the work on the pools, front desk, lockers and floor are complete.

2015 Municipal Budgeting Overview & Schedule

A presentation by staff was given regarding the Municipal Budgeting process and timeline.

The annual Municipal Budgeting process is now underway. Draft 2015- 2019 project requests are to be completed by November 14, 2014. The Senior Management Team reviews and prioritizes project requests in December. Council is to provide preliminary budget direction in January. Community engagement is to occur in February and March. The Five Year Financial Plan is required by law to be approved no later than May 15, 2015.

A brief discussion ensued which included the challenges of completing a capital project in the same calendar year that it is approved. In simple terms the

preferred approach for most capital projects is to plan and design in year one, then tender and construct in year two.

2015 RLAC
Prioritized
Topics & Capital
Projects

Mindful of the Municipal Budgeting process staff solicited the Committee for prioritized recreation and leisure topics & capital projects. Prior to the meeting members were provided with a copy of the draft Recreation and Leisure Master Plan (RLMP) and were asked to identify projects that they felt were of greatest priority, that overlapped with other municipal initiatives including but not limited to the Economic Partnership Initiative (EPI) report and addressed the needs of multiple user groups. The Committee provided the following inputs:

1. Large indoor recreation facility feasibility and scoping study.
Through the Recreation and Leisure Master Plan process multiple community groups and one partner expressed desire for a large footprint weather independent sport and recreation facility.
The EPI report included references to weather proofing the resort
The community lacks a clearly articulated recreational need should a major rezoning project be forthcoming.
2. Motorized Bikes on valley Trails.
Given the rising popularity of electric and other motorized bikes a policy and if necessary bylaws should be enacted to restrict/consider motorized bikes on the Valley Trail network.
3. Commercial businesses in municipal parks and trails.
The current quality and variety of food and beverage services in municipal parks is quite underwhelming. Existing contracts expire at end of 2015.
4. Rainbow Park capacity issues.
The park appears to be at capacity and opportunities to improve capacity, including parking, should be addressed.
5. Explore conversion of Meadow Park ball diamonds to a square multi use field.
The existing ball diamonds are underutilized and are single purpose. Conversion would allow use levels to increase and alleviate over of Myrtle Phillip soccer fields.

Civic Service Award Committee members were made aware of the 2014 Civic Service Awards and the deadline for nominations of October 14, 2014. All nominations are to be sent to Nikki Best at the Resort Municipality of Whistler.

RLAC & Pemberton
Recreation/Area C
Joint meeting The committee reviewed the agenda for the October 28, 2014 joint meeting of the Whistler Recreation and Leisure Advisory Committee with the Pemberton & Area Recreation Advisory Committee in Pemberton.

Pemberton Recreation/Area C Agenda –

- Through the Master Planning Process what has Whistler determined to be their short, medium and long term priorities for recreation?
- What is Whistler's capacity to address the growing need of outside communities such as Pemberton?
- Discuss the feasibility for shared facilities i.e. Futsal.

- Pemberton & Area C Recreation Advisory Committee update on recreation key projects, programs, services – Surf Pemberton, Gates Lake Park development project, Pemberton Canoe and Kayak Club etc.

- What are some of the unique assets in each area (Whistler / Pemberton) where there may be an opportunity for partnerships versus duplication of service.

Pemberton Recreation/Area C Meeting to be held Tuesday October 28,
7 pm at Pemberton Community Centre

Meadow Park Sports Centre Roof Replacement The RFP for the Meadow Park Sports Centre Roof Replacement Closes October 16, 2014. It will be reviewed by Roger Weetman, Dave Shaw, Andy Chalk, and James Hallisey.

Project Update – Skate Park Rejuvenation Plan A presentation by staff was given regarding the skate park rejuvenation project. Through a public RFP process Spectrum Skateparks Inc. was retained by the RMOW to lead a short community engagement process and develop preliminary design and costs for a new phase 3 of the Skatepark. Spectrum is also tasked with providing recommendations regarding the maintenance of the existing two phases of the Skatepark. This information is to be used for future budget planning.

Spectrum is a well-recognized international Skatepark design/build firm located in North Vancouver BC. Spectrum got its start in skatepark design in Whistler.

A public workshop was held in August and was attended by approximately 35 passionate skaters including families with young skaters. Spectrum has developed a draft background, site analysis and design direction report as well as an initial design concept for phase 3. Staff are currently reviewing the preliminary costs associated with various Skatepark elements and considering next steps.

In response to the project the Whistler Skate Association has re-formed and is conducting fund raising and membership building in support of a potential Phase 3 project.

Next Meeting Next meeting is scheduled for November 13, 2014 4:30 in the Piccolo Room at Municipal Hall.

Agenda should include:

- Follow up dog bylaw infraction
- Discuss bike lane and current signage

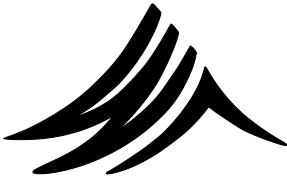
ADJOURNMENT

Moved by Bob Calladine

That Recreation Leisure Advisory Committee adjourn the October 9, 2014 Council meeting at 6:34 p.m.

CARRIED

CHAIR: Murray Lunn



WHISTLER

MINUTES

REGULAR MEETING OF RECREATION LEISURE ADVISORY COMMITTEE

THURSDAY, NOVEMBER 13, 2014, STARTING AT 4:34 P.M.

At Municipal Hall – Piccolo Room

4325 Blackcomb Way, Whistler, BC V0N 1B4

PRESENT:

Chair, Murray Lunn
Member-at-Large, Bob Calladine
Member-at-Large, Eric Wight
Member-at-Large, Colin Pitt-Taylor
Manager, Resort Parks Planning, RMOW, Martin Pardoe
Manager of Park and Village Operations, RMOW, Dave Patterson
Manager, Recreation, RMOW, Roger Weetman
Member-at-Large, Stephanie Sloan
Member-at-Large, Roger Soane
Councillor, Andrée Janyk
Recording Secretary, Shannon Perry
School District Representative, Rick Hume
Tourism Whistler Representative, James Buttenshaw

REGRETS:

Member-at-Large, John Konig

ADOPTION OF AGENDA

Moved by Eric Wright
Seconded by Bob Calladine

That the Recreation Leisure Advisory Committee adopt the Recreation Leisure Advisory Committee agenda of November 13, 2014

CARRIED

ADOPTION OF MINUTES

Moved by Eric Wright
Seconded by Rick Hume

That the Recreation Leisure Advisory Committee adopt minutes of October 9, 2014.

CARRIED

PRESENTATIONS/DELEGATIONS

Draft Geese Management Plan

A PowerPoint presentation by Dave Patterson regarding the Draft Geese Management Plan and a discussion was held.

1. Current Plan -

RMOW Environmental and parks employees have worked on the geese management plan over 2014 and will continue into 2015. The main parks under management include Rainbow, Lakeside, and Wayside on Alta Lake. Prevention efforts have been successful to date.

2. Issues -

Environmental impacts such as soil compaction and denuding vegetation through fecal contamination, damaging vegetation important to other wildlife and threats to fish survivability—high fecal levels deplete dissolved oxygen levels.

Public health and safety, high E. coli counts—park and beach closures and health risks.

Aesthetics and Public Inconveniences including goose feces on beaches beach closures

Economic costs, resort reputation and enjoyment

Potential large growth of the geese population. Large impact to Whistler beaches as they are minimum access.

3. Possible solutions discussed -

A numerous amount of prevention methods have been used throughout 2014 to prevent geese in Whistler Parks, it has been noted by staff that the geese learn quick and the RMOW will need to monitor closely to determine the best prevention methods.

The RMOW will be aiming to prevent geese in parks to the best of its ability, using such techniques as relocation, hazing, disturbing geese nests and more.

Environmental and parks staff have been in contact with The Canadian Wildlife service's branch and other resort communities with geese issues.

That the Recreation Leisure Advisory Committee support draft geese management plan relating to Public health safety, economic, environmental impacts, aesthetics, public inconvenience, and resort experience.

Moved— Stephanie Sloan
Seconded - Roger Soane

CARRIED

OTHER BUSINESS

Park Tenure Renewals A discussion regarding Park Tenure Renewals.

- RMOW employee presented a PP on Park Licence Agreement

That the Recreation Leisure Advisory Committee support the renewal of the license agreement 239504 & securing license agreement 242375

Moved - Rick Hume

Seconded - Bob Calladine

CARRIED

2015 Budget Process
Update

A discussion regarding update on the projects to be advanced

Project submissions due to finance November 14, 2014

List of projects submitted to RMOW finance for the 2015 budget was reviewed by RLAC committee. Projects and plans explained and discussed within the committee.

General Manager and Council to review.

Meadow park discussed by Recreation manager – presented report drafted for council on December 16, 2014 review and discussed by RLAC

Dog Bylaw Infraction

A discussion regarding response on Dog Bylaw Infraction from Bylaw presented by RMOW staff member.

- Reviewed licensing:
 - o Licensed dogs – 905
 - o Infraction figures are at \$400
- To be further discussed with bylaw, once Recreation Leisure Master Plan is drafted.

Bike Lanes and Road
Stenciling

A discussion regarding response on Bike Lanes and Road Stenciling from Engineering

- Reviewed infrastructures responses to questions from the RLAC committee.

Part way through the year and not in the spring - wait until had re-paved the roads before painting symbols to avoid having to paint them twice

In the middle of the road as opposed to the curb side - according to the national standards, on a roadway of that width, the bike marking should be in the middle. As well, the symbols will last longer in the middle as they do not get worn out by the tires.

And why not bike lanes - bike lanes on most of the roads in the village would require extensive widening of the roads to meet national standards which is not practically or financially viable in most cases.

Cross Country Skiing
Bylaw

Recreation Leisure Advisory Committee Review draft updated cross country skiing bylaw

- Presentation by REC manager, explained council report, aiming to implement fines of \$100 for walking, running hiking, cycling and snowmobiling on Lost Lake cross country and snowshoe trails.

That the Recreation Leisure Advisory Committee supports the amendment to bylaws 1526 / 1719 as presented

Moved Rick Hume
Seconded Bob Calladine

CARRIED

Next meeting to be scheduled in January 2015

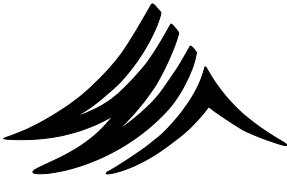
ADJOURNMENT

That Recreation Leisure Advisory Committee adjourn the November 13, 2014 committee meeting at 6:26 p.m.

Moved by Stephanie Sloan

CARRIED

CHAIR: Murray Lunn



WHISTLER

MINUTES

REGULAR MEETING OF EMERGENCY PLANNING COMMITTEE THURSDAY, OCTOBER 6, 2014, STARTING AT 3:00 P.M.

**In the Flute Room
4325 Blackcomb Way, Whistler, BC V0N 1B4**

PRESENT:

Mayor, Nancy Wilhelm-Morden
General Manager of Resort Experience, Jan Jansen
General Manager of Corporate and Community Services, Norm McPhail
Fire Chief, Sheila Kirkwood
RCMP, Staff Sergeant Steve LeClair
Whistler Transit Ltd. Manager, Juan Carlos Gomez
Emergency Program Coordinator and, Erin Marriner
Recording Secretary, Christie Scrase

REGRETS:

Chief Administrative Officer, Mike Furey
General Manager of Infrastructure Services, Joe Paul
Whistler Blackcomb Safety Director, Brian Leighton
Councillor, Roger McCarthy
BC Ambulance Service, William Macdonald
Vancouver Coastal Health, Dave Reid
Search and Rescue, Ted Pryce-Jones

ADOPTION OF AGENDA

Moved by Steve LeClair
Seconded by Sheila Kirkwood

That the Emergency Planning Committee adopt the Emergency Planning Committee agenda of October 6, 2014.

CARRIED

ADOPTION OF MINUTES

Moved by Jan Jansen
Seconded by Steve LeClair

That the Emergency Planning Committee adopt the Regular Emergency Planning Committee minutes of July 24, 2014.

CARRIED

PRESENTATIONS/DELEGATIONS

Comprehensive
Emergency Management
Plan Annex 2 Emergency
Operations Centre Quick
Action Checklists and
Forms

A presentation by Erin Marriner providing an overview of Annex 2 Emergency Operations Centre Quick Action Checklists and Forms. The Committee was asked to endorse this document and two resolutions were passed:

That the Emergency Planning Committee endorse Annex 2 Emergency Operations Centre Quick Action Checklists and Forms; and

That the Comprehensive Emergency Management Plan, Annex 1 Emergency Operations Centre Activation Guide, and Annex 2 Emergency Operations Centre Quick Action Checklists and Forms be presented at the November 4th Council meeting.

Moved by Norm McPhail
Seconded by Steve LeClair

CARRIED

Exercise Update

A presentation by Erin Marriner regarding the October 1st 2014 Whistler Sliding Center Ammonia Leak Exercise. Erin presented an overview of the exercise and discussed some of the lessons learned and action items from the exercise. A debrief with the participating agencies is scheduled for October 9th and an official After-Action Report will be presented at a future Emergency Planning Committee meeting. A discussion was held.

EOC Mobile Application

A demonstration by Erin Marriner of the EOC Mobile Application (EOC APP). A discussion was held.

OTHER BUSINESS

Possible RMOW and
Canadian Red Cross
Partnership

The committee had a brief discussion regarding a potential partnership between the RMOW and Canadian Red Cross. A more formal presentation will be provided at a future Emergency Planning Committee meeting.

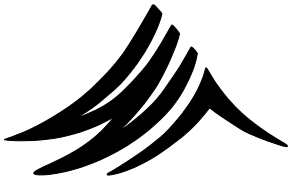
Meeting Adjourned

Moved by Mayor, Nancy Wilhelm-Morden

That the Emergency Planning Committee adjourn the October 6, 2014 Emergency Planning Committee meeting at 3:40 p.m.

CARRIED

CHAIR: Mayor, Nancy Wilhelm-Morden



WHISTLER

MINUTES

**REGULAR MEETING OF THE FINANCE AND AUDIT
STANDING COMMITTEE OF COUNCIL
MONDAY, FEBRUARY 2, 2015, STARTING AT 8:00 A.M.**

**In the Flute Room
4325 Blackcomb Way, Whistler, BC V0N 1B4**

PRESENT:

Mayor , Nancy Wilhelm-Morden
Councillor , Jack Crompton
Councillor , John Grills
CAO, Mike Furey
General Manager of Resort Experience, Jan Jansen
General Manager of Corporate and Community Services, Norm McPhail
General Manager of Infrastructure Services, Joe Paul
Director of Finance, Ken Roggeman
Manager of Financial Services, Anna Lamb
Manager of Transportation and Waste Management, James Hallisey
Recording Secretary, Rose Lawrence

ADOPTION OF AGENDA

Moved by Councillor J. Crompton
Seconded by Councillor J. Grills

That the Audit and Finance Standing Committee of Council adopt the Agenda of February 2, 2014.

CARRIED

VERBAL REPORTS AND DISCUSSION

Terms of Reference

The terms of reference were reviewed. Copies of the terms of reference were circulated. The Committee proposed to make a change to the wording of section C(iv)(b).

At 8:11 a.m. N. McPhail joined the meeting.

Budget

A presentation was given by K. Roggeman, Director of Finance, J. Paul, General Manager of Infrastructure Services, and J. Hallisey, Manager of Transportation and Waste Management regarding preliminary operating budget information.

At 8:38 a.m. M. Furey joined the meeting.

A discussion was held regarding preliminary budget information. A draft version of the *Proposed Project Listing 2015-2019, General and Utility Funds* was circulated.

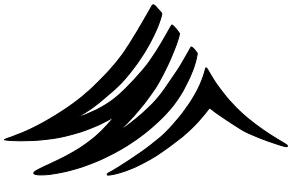
ADJOURNMENT

Moved by Councillor J. Crompton

That the Audit and Finance Standing Committee of Council adjourn the February 2, 2015 Audit and Finance Committee meeting at 9:19 a.m.

CARRIED

Director of Finance, Ken Roggeman



WHISTLER

MINUTES

REGULAR MEETING OF FOREST & WILDLAND ADVISORY COMMITTEE

WEDNESDAY, January 14, 2015, STARTING AT 3:00 P.M.

In the Piccolo Room

4325 Blackcomb Way, Whistler, BC V0N 1B4

PRESENT:

Meetings to Date: 1

Gordon McKeever, Chair	1
John Hammons, M-A-L	1
Rob Davis, M-A-L	1
Candace Rose-Taylor, M-A-L	1
Johnny Mikes, M-A-L	1
Bryce Leigh, AWARE	1

REGRETS:

Bob Brett, M-A-L	0
Peter Ackhurst, M-A-L	0
Ken Melamed, WORCA	0
Kurt Mueller, M-A-L	0

Recording Secretary, Heather Beresford	1
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Guest: Claire Ruddy, AWARE

ADOPTION OF AGENDA

Moved by Candace Rose-Taylor
Seconded by Bryce Leigh

That the Forest & Wildland Advisory Committee adopt the Forest & Wildland Advisory Committee agenda of January 14, 2015 with the addition of:

- Wedge IPP
- Whistler Blackcomb Tenure.

CARRIED

ADOPTION OF MINUTES

Moved by John Hammons
Seconded by Candace Rose-Taylor

That the Forest & Wildland Advisory Committee adopt the Regular Forest & Wildland Advisory Committee minutes of November 12, 2014.

CARRIED

VERBAL REPORTS

3. Updates

Council:

- Councilor Anderson attending training workshop

AWARE:

- AGM held last week. Bryce Leigh elected to Board.
- Suzuki Foundation Blue Dot campaign letter submitted to Council.

WORCA:

- Determine if K. Melamed continuing as WORCA rep

RMOW:

- Wildfire Management:
 - Millar's Pond fuel thinning scheduled for 2015. RFP closes January 23.
- BC Hydro conducting line clearing throughout corridor

Cheakamus Community Forest:

- CCF Board meeting January 26
- Open house at Whistler library Feb. 5, 4:00 – 6:30 p.m.
- Carbon project – agreement with province is close.
- FWAC annual report drafted. Distribute to members for final review then submit to CCF Board for January 26 meeting.
- Discussion: Powder Mountain Snow Cat tenure expansion calls for new snowcat road from RV Park to Brew alpine with cooperation of CCF.
 - ACTION: H. Beresford to review tenure application.
- Discussion: Suggestion from FWAC that it should have input to the WB tenure renegotiation.
 - ACTION: H. Beresford to check into opportunity for FWAC to provide input.

4. Get Bear Smart Society

Presentation and discussion led by Sylvia Dolson & Dawn Johnson

Habitat enhancement and planting has been done over the years, especially on WB. GBS asking FWAC for advice on locations, approaches that may replace lost habitat, and increase the survival rate of plants planted to provide natural bear foods. Many of the plants GBS has planted die from lack of water. Goal is to keep bears feeding in wild spaces on wild foods.

Studies show that accessing non-natural foods increases reproductive capacity. In years with low berry production, human/bear conflict increases. Demographics are disturbed. When waste is managed and inaccessible to bears, conflict is reduced.

Green Acres is a successful example of an area that is naturally irrigated and provides natural bear food plants. Due to terrain, aspect and water table, it may hold water better than other locations. Consider a GIS analysis to see what other areas have similar characteristics.

Discussion re: using CCF harvested openings to plant bear food plants. Another option may be under the recently cleared BC Hydro lines. Noted that while some habitat has been lost to development, other areas have been created through logging and green space development (golf courses, etc.). Brew & Wedge areas could be planted and draw bears away from centre of human development.

GBS recommends that locations be distributed throughout valley and at different elevations to provide food at various times through summer.

5. Hiking Trails Update

ACTION: H. Beresford to connect GBS with Tom Cole, CCF.

Discussion led by John Hammons & Bryce Leigh of Hiking Trails Task Force (HTTF)

FWAC reviewed the summary sheet attached as Appendix A. Recommended that FWAC should have oversight role on Trail Planning Working Group. Generally pleased with progress.

MOTION: FWAC recommends RMOW send letter of thanks to RSTBC minister.

Move by Candace Rose-Taylor
Seconded by Bryce Leigh

HTTF identified issues with BC Parks: Singing Pass trail access, Brandywine Parking lot winter access, Black Tusk gate. Suggest RMOW engage Ministry to provide more funding to BC Parks. FWAC will develop a list of priorities at April meeting.

ACTION: HTTF representatives will revise summary sheet to clearly articulate recommended resolutions for each point, and review at April FWAC meeting.

6. Committee Administration

Chair elected for 2015: Gordon McKeever
Alternate: Rob Davis

Kurt Mueller stepping down. Date TBD.

Terms of Reference: FWAC to review length of term at future meeting.

Schedule approved with November 18 chosen as alternative to November 11.

2015 Priorities & Goals:

- Move CCF back to its original silviculture strategy with suggested improvements
- More strongly connect wildfire, Trail Planning Working Group, and CCF in cohesive planning, particularly around effects on wildlife.
- FWAC to encourage completion of a road access management plan
 - Link to CCF OGMA/EBM reserve plan
 - Identify priorities and maintenance to maintain access to trails. Include commercial recreation operators.
- More focus on wildlife and habitat

Discuss this list further at April meeting. Identify next steps.

OTHER BUSINESS

Wedge IPP

The proposed development affects Comfortably Numb and Sea to Sky Trails. S2S suggests a trail realignment to avoid IPP infrastructure. Approximately 1.25 km, approximately \$30,000. See Appendix B.

MOTION: FWAC recommends that Wedge IPP developer realign Sea to Sky trail.

Passed by Candace Rose-Taylor
Seconded by John Hammons

Future Agenda Items:

- Review 2014 harvesting summary & 2015 proposed harvesting (Feb)
- Approve final harvest plan and forward to CCF Board (March)
- Develop list of priorities for BC Parks to address (April)
- Committee administration (TOR, goals/priorities) (April)

ADJOURNMENT

Moved by Bryce Leigh
Seconded by John Hammons

That the Forest & Wildland Advisory Committee adjourn the January 14, 2015 meeting at 5:07 p.m.

CARRIED

CHAIR: Gordon McKeever

Appendix A

HIKING TRAILS BRIEF FOR THE NOVEMBER 2014 FWAC MEETING

Introduction:

In the fall of 2012, Kurt Mueller made a presentation to FWAC identifying the need for significant enhancements to the RMOW's hiking trail portfolio. Following this, FWAC requested that Kurt undertake a more detailed examination of the local hiking trail situation and prepare a report to FWAC with appropriate recommendations. Kurt was assisted in this undertaking by two other FWAC members, Bryce Leigh and John Hammons, as well as other members of the Whistler Hiking community. The result of this undertaking was a report dated January 2, 2012 that was submitted to FWAC. Subsequent to this, the report was presented to RMOW Council which resulted in the formation of the RMOW Trails Planning Working Group as well as an annual RMOW budget allocation of \$250,000 for hiking and multiuse trails. FWAC's Council Representative, Councilman Jayson Faulkner was instrumental in this accomplishment. As this November 2014 FWAC meeting agenda will include a review of the present hiking trail situation, the three original FWAC members involved in the 2012 report felt that it would be helpful to prepare this brief to highlight what they felt were the major accomplishments and remaining challenges with respect to hiking trails in the RMOW area. It should be stressed that the opinions expressed in this brief are strictly the private opinions of these three community FWAC members who have collectively been involved in the local hiking community for many years.

Accomplishments:

The three community FWAC members are very gratified with the substantial progress that has been made in improving and expanding the RMOW hiking trail portfolio since the release of the original report.

A major recommendation of the report was that the various levels of government and other players involved in hiking trails work more closely together to leverage the resources available for hiking trails. This has happened with the joint work of the RMOW, Recreation Sites and Trails B.C., Ministry of Forests, Lands and Natural Resource Operations (RSTBC) as well as the Cheakamus Community Forest (CCF) and the Alpine Club of Canada, Whistler branch (ACCW) with the resulting progress on a number of trails as noted below:

- Rainbow Lake Trail reroute and rebuild undertaken by the RMOW and RSTBC.
- New Skywalk trail system constructed by the ACCW.
- New Mount Sproatt trail under construction by the RMOW and WORCA.
- Brandywine Meadow Trail rebuild by RSTBC and road access upgrade by the CCF.
- Ancient Cedars/West Cougar Mountain road access and trails work undertaken by the CCF, RSTBC, ACCW and partial funding by the Whistler Blackcomb Foundation and support by the TAG Group.
- Ongoing Sea to Sky Trail network expansion.
- Ongoing RMOW trail maintenance in the Whistler Interpretive Forest and elsewhere.
- Garibaldi Park trails, including the Taylor Meadows area and the Wedgemount Lake area as well as planning for the proposed Flute Ridge Trail.

Remaining Challenges:

Although substantial progress has been made, a number of issues still remain to be addressed:

- **Cross-agency cooperation** -- As noted above, cross-agency cooperation has been significantly strengthened, but the three community FWAC members still have the impression that BC Parks has not joined the local dialog. Although, as mentioned above, progress has been made with the Taylor Meadows area and the Wedgemount Lake area, lack of progress with resolving the Singing Pass Trail access problem is worrisome. The lack of progress in keeping the Brandywine Falls Park parking area open in the winter is also worrisome and it is suggested that the RMOW again contact BC Parks and possibly the local MLA to stress the importance of resolving this issue.
- **Gates** -- FWAC has repeatedly requested that gates on access roads be removed. It appears that institutional inertia is contributing to this lack of action. The gate on the access road to Black Tusk microwave towers is a good example as it blocks access to the Upper Jane Lakes Trail system. It would be appropriate for FWAC to again make a resolution that action be taken to move or remove gates that are compromising trail access.
- **Rec. tenure holders** -- There is a wide variation in the level of cooperation from commercial recreation tenure (CRT) holders in regards to public access on crown land. Many of the CRTs share access routes with public users. In some instances the CRTs are very cooperative and openly facilitate public access. In other instances it appears that some CRTs intentionally discourage public access. Better cooperation from these CRTs needs to be attained in order that public access to crown land is not impaired by CRTs. This is vital as many CRTs straddle access routes that historically were frequently used by the public. Maintenance of access roads needs to be shared and coordinated by CRT, the CCF, and Rec Sites and Trails to ensure that access to popular areas is available to the public. Careful attention needs to be given to proposals from the Ministry of Natural Resources (I am not sure of the correct designation of the ministry) when they plan to deactivate or change the status of roads. For example the Madely Lake road was declassified as an FSR to resolve an ongoing dispute between Callaghan Country and the Whistler Olympic Park. As a consequence the public's access rights in summer were also significantly affected. Other tenure holders need to be carefully watched as they can also affect public access. The recent blocking off access to Freeman Lake is an example of this.
- **Access road maintenance** -- Without suitable family car friendly road access to hiking trail heads such as the Ancient Cedars, the full tourism value of the RMOW hiking trail portfolio will not be realized. A mechanism needs to be developed to ensure that the major trail access roads are maintained, i.e. graded on an annual bases and brushed as needed. Development of an appropriate mechanism will be a challenge as at least three players would be involved (RMOW, Ministry of Forests, Lands and Natural Resource Operations (RSTBC) and B.C. Parks), but this needs to be done. Perhaps an annual, jointly funded budget of \$20K to \$25K would be appropriate. In time, this amount would probably need to be increased.
- **Road Access to trailheads** -- Access to existing trailhead such as the Lower Jane Lakes trail and new access for the Skywalk Trail and other new trails are also needed to fully realise the tourism value of the RMOW hiking trail portfolio.

The Skywalk trail would benefit from a new trailhead at the 19 mile bridge with family car friendly road access. This would also alleviate neighbourhood parking congestion at the top of the Alpine Meadows development. The geometry of the existing old road to the 19 mile bridge is probably largely adequate as is, but would require the installation of culverts, removal of roadside trees and brush and roadbed reshaping. Costs could be in the order of \$150K. Additional family car friendly road access to the North Flank trail and the Skywalk from the Ancient Cedars access road should also be considered. This would build on the extensive trail infrastructure that is already established in the Ancient Cedars area. This access would be based on existing roads that were used in the past, but are now in disrepair along with the construction of new sections of road, perhaps up to 2 km of new road that would bypass very steep existing sections. The CCF may also be able to utilize this road for future harvesting. Finally, the report recommendation that the Cheakamus Lake trailhead access be blacktopped should also be considered as this would reduce annual maintenance costs in the long run.

- **Hiking trail designations** – There is a concern that new class 4 and 5 hiking trails being currently build, cannot support bike traffic or motorized equipment traffic. Trail designations and restrictions are difficult to enforce. For example, the Flank Trail North has a wooden barrier and signage 300 m north of 19 Mile Bridge and the same again near the north end of the trailhead. This seems to work in most instances, however, some individuals claim that the RMOW has no jurisdiction on undesignated crown land and ignore the signage.

All of the Upper 19 Mile Creek trail and the Skywalk North trail are in the “19 and 21 Mile Creeks – Upper Madely Wildlands” while most of the Skywalk South trail and the Rainbow Lake/Madley Lake trails are also within the “19 and 21 Mile Creeks – Upper Madely Wildlands”. This Wildland is designated as non-motorized, so wooden barriers with signage to deny access to motorized vehicles are in order. Although not included in the Wildlands designation, restricting mountain bike access to these Trails would also be appropriate. FWAC recommends that RSTBC be asked to designate the Upper 19 Mile Creek trail, the Skywalk trails and the Rainbow Lake/Madley trails for hiking use only along with appropriate wooden barriers and signage.

Most of the Flank Trail North and about ½ of the Screaming Cat Lake Trail are not within Wildlands or RMOW boundaries, so have no restrictions on motorized use; they have also been traditionally used by mountain bikers. In as far as these are ‘legal’ trails, FWAC recommends that RSTBC be asked to designate them for non-motorized use only.

- **Singing Pass trail access** -- Due to its location, the Singing Pass Trail is one of the more important trails in the RMOW trail portfolio. In recent times, access to this important trail has slowly disintegrated. The slide on the lower trail/old access road within the Whistler Blackcomb (WB) Designated Recreation Area tenure has been compromised and the trail above this in Garibaldi Provincial Park has not been adequately maintained. Trail maintenance is especially difficult in this area due to the dynamic nature of the local geology. It is suggested that the RMOW should become more involved with this issue to motivate BC Parks and WB to solve this problem.
- **Hiking trail maintenance** – The RMOW and WORCA are doing a great job maintaining some lower valley Trails. The Whistler Blackcomb HIT group are also maintaining some trails. The Skywalk Trail system will be maintained by ACCW and the new Sproatt trails will be maintained by WORCA. As recommended in our report, we are still in favour of developing adopt –a- trail maintenance program for the trails that are not being maintained at the moment. Discussions have been held with Bob Calladine of the Rotary Club to explore the possibility of the Scouts taking on maintenance of the Shadow Lake Trail system and the possibility of Rotary clubs helping on some other trails. Perhaps the two Whistler Rotary clubs combined could adopt another trail.

MINUTES

Regular Forest & Wildland Advisory Committee Meeting

January 14, 2015

Page 8

- **CCF involvement** – It is clearly in the communities' best interests that the CCF stay fully involved in the full range of ecosystem values generated by the CCDF. Specifically, the CCF should play a key role in fostering the RMOW hiking trail portfolio as they are mainly responsible for access roads which are essential for the full use of the RMOW's trail portfolio. They are also best positioned to undertake access road maintenance and development in a cost effective manner. They have also invested considerable effort in working with rec. tenure holders to integrate public recreation considerations with commercial recreation interests and this should continue.

Respectfully, Kurt Mueller, Bryce Leigh, John Hammons

Appendix B

Sea to Sky Trail Re-alignment Proposal



Google earth

feet 2000
meters 600



RESORT MUNICIPALITY OF WHISTLER

ZONING AMENDMENT BYLAW (CTI1 ZONE – 8017 HIGHWAY 99) No. 2076, 2015

A BYLAW TO AMEND THE RESORT MUNICIPALITY OF WHISTLER ZONING AND PARKING BYLAW NO. 303, 1983

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

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

1. This Bylaw may be cited for all purposes as “Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015”.
2. The land that is the subject of this Bylaw is land within the Commercial Transportation Infrastructure One (CTI1) Zone, legally described as Lot 1, District Lots 1757 and 2105, Plan 17097, and shown outlined in heavy black line on the sketch plan attached as Schedule 1 to this Bylaw.
3. Section 9, Industrial Zones, of Zoning and Parking Bylaw No. 303, 1983 is amended as follows:
 - (a) subsection 11 that was added by section 2(c) of Zoning Amendment Bylaw (Community and Transportation Infrastructure One) No. 1860, 2008 is renumbered subsection 16 and all provisions within that subsection and all references to those provisions are renumbered accordingly;
 - (b) by replacing the term “indoor and outdoor recreation” in subsection 16.1(d) with the term “indoor recreation”;
 - (c) by inserting the following text as subsection 16.1(k) and renumbering the remaining permitted uses in subsection 16.1 in the appropriate alphabetical order:

non-motorized outdoor recreation, excluding rifle range and paintball facility, and excluding any other non-motorized outdoor recreation use that is likely, because of noise or dust it generates, to cause a nuisance to the owners, occupiers or users of adjacent lands or to the public”;
 - (d) by replacing the text in subsection 16.2.2 with the following text:

“Despite subsection 16.2.1, the maximum permitted gross floor area of all buildings and structures on all parcels in the CTI1 Zone is increased to 18,581 square metres, and land in the CTI1 zone may be subdivided, if the owner has provided the following amenities to the Municipality at the time of issuance of a building permit authorizing construction of buildings or structures that would increase the density of development in the zone above 500 square meters or at the time of deposit of the subdivision plan, as the case may be;”
 - (e) by replacing the word “bridge” with the words “bridge or underpass” in subsections 16.2.2.3 and 16.2.3, and in the sketch plan that appears immediately after subsection 16.8.13;

Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015

- (f) by replacing the text in subsection 16.2.2.4 with the following text:

"provision of either a valley trail pedestrian bridge or underpass of the railway track to the north of the CTI1 Zone constructed to a design approved by the Municipality and connecting the new public trails in the CTI1 Zone with existing or proposed trails to the north of the railway track including such authorization from Canadian National Railways or the railways regulatory authority as are required for the public use of the overpass or underpass in perpetuity; if a bridge is provided it must have a clear inside width of at least 3.7 metres, and if an underpass is provided it must a clear inside width of at least 3.6 meters, and in either case the grades generally must not exceed 5%."

- (g) by inserting the following text as subsection 16.2.4:

"The maximum permitted floor space ratio is 0.5."

Given first and second readings this 3rd day of February, 2015.

Pursuant to Section 890 of the *Local Government Act*, a Public Hearing was held this 17th day of February, 2015.

Given third reading this __ day of _____, ____.

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

Adopted by the Council this __ day of _____, ____.

Nancy Wilhelm-Morden
Mayor

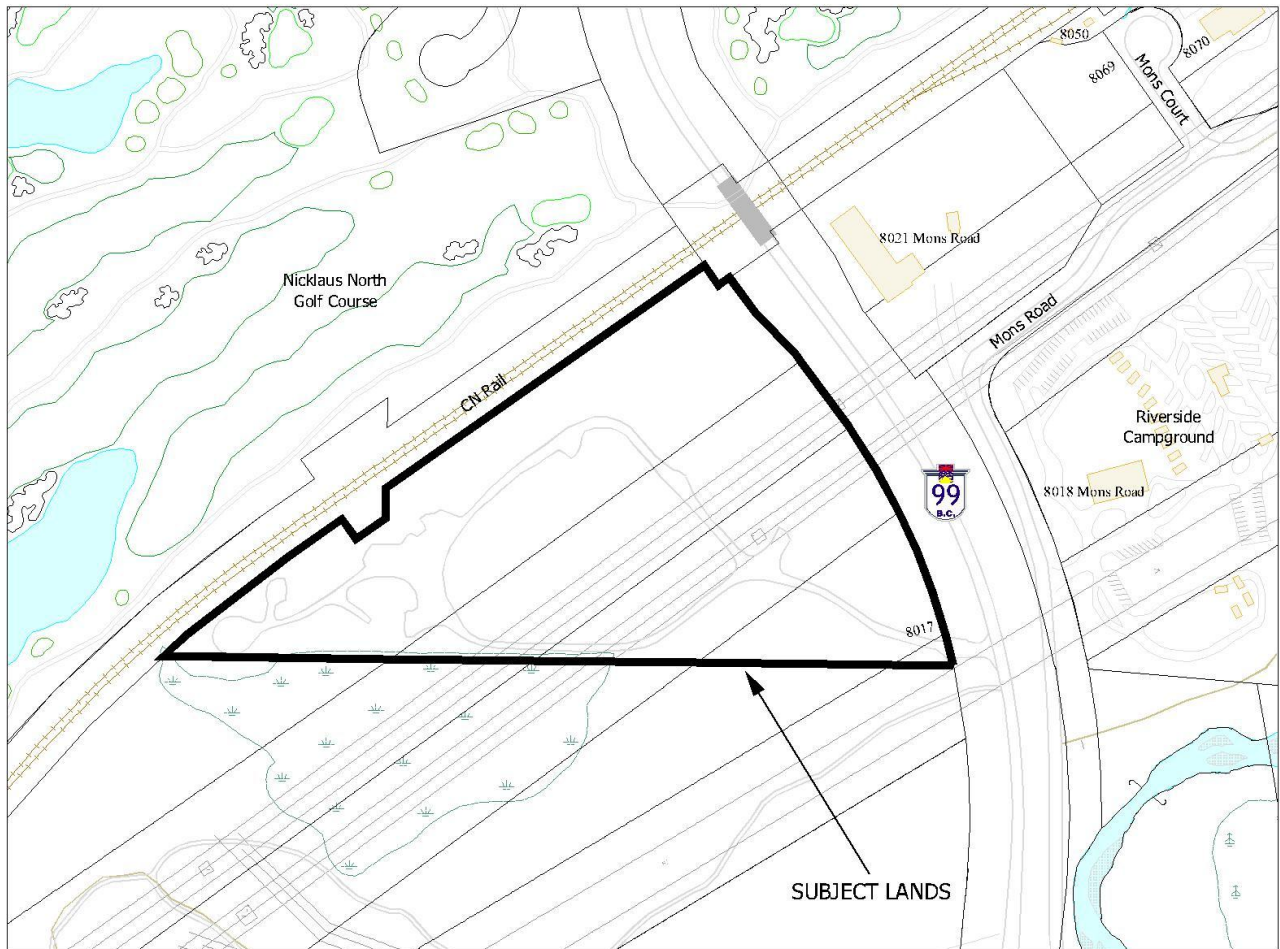
Shannon Story
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw (CTI1 Zone – 8017 Highway 99) No. 2076, 2015"

Shannon Story
Corporate Officer

Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015

Schedule 1 to Zoning Amendment Bylaw (CT11 Zone – 8017 Highway 99) No. 2076, 2015



RESORT MUNICIPALITY OF WHISTLER

ZONING AMENDMENT BYLAW (CC1 ZONE – CLOCKTOWER HOTEL) NO. 2070, 2014

**A BYLAW TO AMEND THE RESORT MUNICIPALITY OF WHISTLER ZONING AND
PARKING BYLAW NO. 303, 1983**

WHEREAS Council may, in a zoning bylaw pursuant to Sections 903, 904 and 906 of the *Local Government Act*, R.S.B.C. 1996, c.323, divide all or part of the area of the Municipality into zones, name each zone and establish the boundaries of the zone, regulate the use of land, buildings and structures within the zones, require the provision of parking spaces and loading spaces for uses, buildings and structures, and establish different density regulations for a zone, one applicable to the zone generally and the other to apply if conditions are met;

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

1. This Bylaw may be cited for all purposes as “Zoning Amendment Bylaw (CC1 Zone – Clocktower Hotel), No. 2070, 2014”.
2. Zoning and Parking Bylaw No. 303, 1983 is amended by deleting 1,179 and inserting 1,196 as the maximum permitted Gross Floor Area for Key K, Site Description Lot 16, District Lots 1902 and 3020, Plan 17986 in the table in Section 8, subsection 1.2.1.

Given first and second readings this this 16th day of December, 2014.

Pursuant to Section 890 of the *Local Government Act*, a Public Hearing was held this 13th day of January, 2015.

Given third reading this 13th day of January, 2015.

Approved by the Minister of Transportation and Infrastructure this 5th day of February, 2015.

Adopted by the Council this __ day of _____, ____.

Nancy Wilhelm-Morden,
Mayor

Shannon Story,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of
“Zoning Amendment Bylaw (CC1 Zone – Clock
Tower Hotel), No. 2070, 2014”.

Shannon Story,
Corporate Officer

RESORT MUNICIPALITY OF WHISTLER

ZONING AMENDMENT BYLAW (Development Permit Exemptions) NO. 2071, 2014

A BYLAW TO AMEND THE RESORT MUNICIPALITY OF WHISTLER ZONING AND PARKING BYLAW NO. 303, 1983

WHEREAS Council has designated Development Permit Areas for one or more of the purposes enumerated in s. 919.1(1) of the *Local Government Act*;

AND WHEREAS pursuant to Section 919.1(4) of the *Local Government Act* a zoning bylaw may, with respect to development permit areas, specify conditions under which a development permit is not required;

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

1. This Bylaw may be cited for all purposes as "Zoning Amendment Bylaw (Development Permit Exemptions) No. 2071, 2014".
2. Zoning and Parking Bylaw No. 303, 1983 is amended in Section 2 by adding the following definition of "stream" in appropriate alphabetical order:

"stream" includes any of the following that provides fish habitat:

- (a) a watercourse, whether it usually contains water or not;
 - (b) a pond, lake, river, creek or brook;
 - (c) a ditch, spring or wetland that is connected by surface flow to something referred to in paragraph (a) or (b).
3. The bylaw is further amended in Section 2 by replacing the definition of "high water mark" with the following:

"high water mark" means the visible high water mark of a stream where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the stream a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself, and includes the active floodplain;
4. The bylaw is further amended by deleting "natural boundary" and its definition in Section 2 and by replacing "natural boundary" with "high water mark":
 - (a) in the definition of "usable site area" in Section 2;
 - (b) throughout Section 5.3 "Floodproofing requirements".
5. The bylaw is further amended by adding the following as Section 5.16, "Development Permit Exemptions for Detached and Duplex Dwellings":
 1. Development within the following categories is exempt from the requirement to obtain a development permit:
 - a. detached dwelling;
 - b. duplex dwelling;
 - c. auxiliary buildings ancillary to a detached dwelling or duplex dwelling.

“Zoning Amendment Bylaw (Development Permit Exemptions) No. 2071, 2014”

- d. subdivision to create parcels on which the only types of development permitted by this bylaw are detached or duplex dwellings.
- 2. The exemption described in s. 5.16.1 does not apply if any part of the parcel of land that is the subject of the proposed development is:
 - a. within a development permit area for the protection of the environment, or for the protection of the environment, its ecosystems and biological diversity, and within 30 metres of the high water mark of a stream; or
 - b. within the RI1 Residential Infill One zone.

Given first and second reading this 13th day of January, 2015.

Pursuant to Section 890 of the *Local Government Act*, a Public Hearing was held this 27th day of January, 2015.

Given third reading this 3rd day of February, 2015.

Approved by the Minister of Transportation and Infrastructure this 25th day of February, 2015.

Adopted by the Council this __ day of _____, ____.

Mayor N. Wilhelm-Morden

Corporate Officer: S. Story

I HEREBY CERTIFY that this is a true copy of “Zoning Amendment Bylaw (Development Permit Exemptions) No. 2071, 2014”

Shannon Story
Corporate Officer

February 23, 2015

File No. 01-0230-40

Dear Mayor and Council:

Re: Declaration of the Right to a Healthy Environment

At the Regular Council meeting of February 10, 2015, Port Moody City Council passed the following resolution:

“WHEREAS municipalities and regional districts are the governments nearest to people and the natural environment, and therefore share a deep concern for the welfare of the natural environment and understand that a healthy environment is inextricably linked to the health of individuals, families, future generations and communities;

AND WHEREAS fostering the environmental well-being of the community is a municipal purpose under section 7(d) of the *Community Charter* and a regional district purpose under section 2(d) of the *Local Government Act*;

The Council of the City of Port Moody declares that:

1. every resident has the right to live in a healthy environment, including the right to:
 - a. breathe clean air,
 - b. drink clean water,
 - c. consume safe food,
 - d. access nature,
 - e. know about pollutants and contaminants released into the local environment, and
 - f. participate in decision making that will affect the environment;
2. The City of Port Moody has the authority, within its jurisdiction, to respect, protect, fulfill and promote these rights;
3. The City of Port Moody will consider the precautionary principle when making decisions: where threats of serious or irreversible damage to human health or the environment exist, the City of Port Moody will consider cost effective measures to prevent the degradation of the environment and protect the health of its citizens, and the absence of full scientific certainty will not be viewed as sufficient reason for the City of Port Moody to postpone such measures;

4. The City of Port Moody will apply full cost accounting when evaluating reasonably foreseeable costs of proposed actions and alternatives, the City of Port Moody will consider costs to human health and the environment;
5. By 2016, the City of Port Moody will specify objectives, targets, timelines and actions the City of Port Moody will consider, within its jurisdiction, to address the residents' right to a healthy environment under section 1, including priority actions to:
 - a. Ensure infrastructure and development projects of the City of Port Moody and private sector respect the objective of protecting the environment, including air quality;
 - b. address climate change by reducing greenhouse gas emissions and implementing adaptation measures;
 - c. prioritize walking, cycling and public transit as preferred modes of transportation;
 - d. prioritize infrastructure and protected water sources for the provision of safe and accessible drinking water;
 - e. reduce solid waste and promote recycling, re-use and composting;
 - f. establish and maintain accessible green spaces in all residential neighbourhoods, and protect and conserve nature in public open spaces;
6. The City of Port Moody will review the objectives, targets, timelines and actions of its healthy environment policy every five (5) years, and measure progress toward fulfilling this Declaration; and
7. The City of Port Moody will consult with residents as part of this process.

AND THAT this declaration be forwarded to the Lower Mainland Local Government Association, the Union of BC Municipalities, the Federation of Canadian Municipalities and member local governments, requesting favourable consideration by local councils and by delegates at the 2015 annual general meetings of these associations.”

The City of Port Moody has forwarded this resolution to the Lower Mainland Local Government Association (LMLGA), the Union of British Columbian Municipalities (UBCM), and the Federation of Canadian Municipalities (FCM) for discussion at their 2015 Conference/Convention. We respectfully request that your Council favourably support this initiative when it comes forth for discussion. Should you have any questions, please feel free to contact the undersigned at 604-469-4505.

Yours truly,

Kelly Ridley
Manager of Legislative Support

From: Joslyn Young [<mailto:jyoung@ubcm.ca>]
Sent: Friday, February 20, 2015 4:49 PM
To: Joslyn Young
Subject: LMLGA Member Notice: Convention Bulletin #1

City Clerk: PLEASE DISTRIBUTE TO COUNCIL/BOARD
PLEASE INCLUDE ON NEXT COUNCIL/BOARD MEETING AGENDA

To: Mayor/Chair; Council/Board; Senior Staff
From: LMLGA President, Cllr. Chuck Puchmayr

Dear LMLGA Member Local Government:

The 2015 Lower Mainland Local Government Association convention will bring together dynamic speakers and workshops on topics critically relevant to all local governments. You will leave this event better prepared to effectively respond to emergency and disaster situations and to understand how your community interfaces with senior levels of government on emergency response protocols.

The convention will also touch on the impacts of a changing ?climate, as the severity of global weather events continues to create new levels of preparedness worldwide.

Come and join your colleagues, while building the awareness and partnerships needed, to ensure your community is at the top of its game in dealing with emergency preparedness.

Please visit the [LMLGA website](#) and/or view [Convention Bulletin #1](#) to learn more.

Sincerely,
Councillor Chuck Puchmayr
President, Lower Mainland Local Government Association

Joslyn Young
Executive & Association Services Coordinator
UBCM & LMLGA
60-10551 Shellbridge Way, Richmond, BC V6X 2W9
604-270-8226, Ext. 103
jyoung@ubcm.ca



B.C. ABORIGINAL NETWORK ON DISABILITY SOCIETY

"To Promote the betterment of Aboriginal People with Disabilities"

1179 Kosapsum Crescent, Victoria, B.C. V9A 7K7 Tel/TTY: (250) 381-7303 • Fax: (250) 381-7312
National Toll-Free/TTY: 1-888-815-5511 • Website: www.bcands.bc.ca

Whistler Mayor and Council,
Whistler, British Columbia

February 11th, 2015

Re: "BC Without Barriers"

Dear Mayor Wilhelm-Morden and Council,

I hope this letter finds you well. My name is Neil Belanger and I am the Executive Director of the British Columbia Aboriginal Network on Disability Society (BCANDS), which is an award winning, provincial Aboriginal disability and health organization.

BCANDS disability services are provided across British Columbia and available to Aboriginal individuals and families living with a disability, regardless of age, location, disability type or disability related need(s). I am contacting you today to request your community's support and participation in a new Society initiative:

"BC Without Barriers – Assisting Aboriginal Individuals and Families Living with a Disability in British Columbia"

As you may be aware, the Aboriginal (First Nation, Métis, Inuit) population of British Columbia is the second highest in Canada, with British Columbia enjoying the highest number of First Nation communities within the Nation. In 2011 according to the National Household Survey, over 232,000 individuals residing within British Columbia identified as being Aboriginal.¹

As reported by Employment and Social Development Canada in 2011, "The disability rate among Canadian Aboriginal people is higher than the overall disability rate. Regardless of age, Aboriginal Canadians are more likely to have disabilities than Canadians who are not Aboriginal".²

In 2012, 13.7% of Canadians reported living with a disability. Research has shown that 30% of Aboriginal adults report living with a disability and that Aboriginal adults, aged 15 to 34, have a disability rate that is three times the national rate for the same age group.³

Knowing this, we can conservatively estimate that within British Columbia there are over 50,000 Aboriginal persons who live with a disability.

It is additionally known that Aboriginal people, racialized communities and persons living with disabilities all continue to face higher barriers as it relates to economic inclusion (lower employment rates / living in poverty) which in turn, is correlated to decreased overall well-being, lower educational attainment rates and lower levels of social inclusion.

¹ <https://www.aadnc-aandc.gc.ca/eng/1370438978311/1370439050610>

² http://www.esdc.gc.ca/eng/disability/arc/federal_report2011/section1.shtml

³ <http://www.ccdonline.ca/en/socialpolicy/poverty-citizenship/income-security-reform/in-unison#sec-appendix-c>

Honourary Patrons:

Chief Andy Thomas
Esquimalt Nation

Late George Watts
Tseshaht First Nation

Chief Simon Lucas
Hesquiat Nation

Grand Chief Ed John
Tl'Azl'En Nation

Rick Hansen
C.C., OBC

Diana Fowler LeBlanc
C.C., B.S.W., D.U.

Her Honour
The Honourable
Judith Guichon, OBC
Lieutenant Governor of B.C.

Understanding these factors, we see that the disabled Aboriginal population of British Columbia represent a marginalized population within an already marginalized population and have become the “invisible members” within the provinces disability sector, with minimal understanding of the difficulties, limited resources and the jurisdictional and mandate issues that are experienced by this important segment of our population.

Our Society is continually examining ways to bring awareness to the work that we do and to the needs of those we serve. As with many not-for-profit organizations, we are challenged daily in our work due to increased service requests, limited resources and increased competition for available resources from other very worthwhile and important service organizations that work within the province’s not-for-profit sector.

As such, to raise awareness and to solicit support for our work and for our clients, we have developed the “BC Without Barriers” campaign, which we are hopeful your community will consider supporting both initially and on an ongoing basis.

We are requesting your support of this initiative through your community’s donation of \$200 to the British Columbia Aboriginal Network on Disability Society. All donations received will be utilized to assist in the provision of current and expanded disability related support services for Aboriginal individuals and families living with a disability within British Columbia.

Each community supporting this initiative will be issued an official tax receipt (Charity # 896694098RR0001) and will have their support highlighted on the BCANDS website, through the BCANDS Facebook Page and on the Society’s Twitter Account, as well as being issued a certificate of appreciation from the Society for your support. It is our hope to gain annual support from communities, organizations and individuals from across British Columbia, both Aboriginal and non, and illustrate across Canada and beyond, British Columbia’s solidarity and commitment to the success and well-being of these very important members of our communities.

Additionally, should you chose to support this initiative, we would request that you email a short video clip from your organization saying “**(Your community’s name) supports BC without Barriers..... join us**” Please be as creative as you wish with the message, involving as many people as you want, but we would request that you keep it the total length of the video under 50 MB, due to the limitations of our website. Your video can be sent to my attention at exdir@bcands.bc.ca and will be posted on our website.

In closing, I would like to thank you for your time and attention to our request and hopefully your community’s support of this very worthwhile and important initiative. Your community’s donation / support can be sent to:

BC Without Barriers - BCANDS

Attention: Finance Manager

1179 Kosapsum Crescent

Victoria, British Columbia – V9A 7K7

Should you require further information or clarity, please do not hesitate to contact my office. Information on our Society and our work can be viewed at www.bcands.bc.ca.

Respectfully,



Neil Belanger

Executive Director - **British Columbia Aboriginal Network On Disability Society**

exdir@bcands.bc.ca

(250) 381 7303 ext. 208

February 16, 2015

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

ATTN: Mayor Nancy Wilhelm-Morden & Council

RE: Proposed Landscape Architecture Day – April 24, 2015

The BC Society of Landscape Architects (BCSLA) is respectfully requesting that the Resort Municipality of Whistler officially proclaim Friday, April 24, 2015 to be "Landscape Architecture Day" in celebration of our annual conference entitled ***Corridors: Connecting BC's Communities*** which will open on this day at the Fairmont Chateau Whistler. An invitation will be sent to you closer to the date. As our conference is being held in Whistler, we will use the challenges, successes, and externalities of the Sea-to-Sky Corridor as examples of how issues now facing many more small communities have emerged, impacted, and been addressed over the last fifty years

The scope of the landscape architecture profession encompasses the design of anything imaginable in the space around, between, and even on top of buildings. For more than 50 years, the BCSLA has been the professional body that proudly represents, regulates and advocates for the profession of Landscape Architecture in BC. Landscape Architecture with its multifaceted approach to problem solving is playing an ever more pivotal role in shaping the society we live in. Landscape Architects are key members of design teams and in many cases are entrusted with positions of leadership. The inherently diverse profession of Landscape Architecture sees practitioners involved in a great variety of assignments, ranging from large scale ecological restorations to intimate urban plazas.

Professionals entering the field typically hold a bachelor's or master's degree in landscape architecture. Landscape architects work with architects, planners, engineers, and other professionals and play an important role in environmental protection by designing and implementing projects that respect both the needs of people and of the environment while ensuring that public safety is paramount. This will be a tremendous opportunity to celebrate these individuals who represent our profession so well, our Society, and the Resort Municipality of Whistler.

We hope that you will consider our request to help celebrate Whistler and the professionals who have made a difference. Thank you, in advance, for your consideration. Please contact me at (604) 682-5610 or admin@bcsla.org should you require further assistance or have any questions.

Yours sincerely,
BC Society of Landscape Architects



Tara Culham, Executive Director

The BC Society of Landscape Architects (BCSLA) was formed in 1962 and registered in 1964 under the BC Societies Act. BCSLA regulates the profession of landscape architecture according to provincial statute. Landscape architecture is a comprehensive discipline involving land analysis, planning, design, management and conservation and rehabilitation. Typical projects include site design, urban planning, environmental impact studies, parks and recreation planning and residential garden design. The BCSLA promotes continuing education and high standards of professional practice in order to assure the health, safety and welfare of the public in British Columbia.

"LANDSCAPE ARCHITECTURE DAY"

WHEREAS

The British Columbia Society of Landscape Architects (BCSLA) is the professional organization that regulates the profession of landscape architecture in BC according to provincial statute;

AND WHEREAS

The scope of the landscape architecture profession encompasses the design of anything imaginable in the space around, between, or even on top of buildings, to transform the face of urban and rural spaces in BC and around the globe;

AND WHEREAS

There is a growing appreciation of the work done by landscape architects who serve an important role in environmental protection by designing and implementing projects that respect the needs of people and of the environment while ensuring health, safety, and welfare of the public;

AND WHEREAS

International professional associations representing landscape architecture have joined together to honour the profession in April, a month notable for Earth Day (April 22nd) and the birthday of Frederick Law Olmsted (April 27th), founder of the landscape architecture profession in North America:

NOW, THEREFORE,

*I, Nancy Wilhelm-Morden, Mayor of the Resort Municipality of Whistler DO HEREBY PROCLAIM
Friday, April 24th, 2015 as*

"LANDSCAPE ARCHITECTURE DAY"

*in the Resort Municipality of Whistler.
Nancy Wilhelm-Morden, MAYOR*

Mark, Robyn and Owen Edmondson
1152 Whitewater Drive
Whistler, BC
V0N 1B1
robyn.m.edmondson@gmail.com
(604) 906-0501

February 18th, 2015

Attn: Mayor Nancy Wilhelm-Morden and Council
RE: Proclamation of October 15th as "Pregnancy and Infant Loss Awareness Day"

We are bereaved parents striving to raise awareness and recognition of a tragedy sadly close to our hearts.

On October 30th, 2014 our son Owen Benjamin Edmondson was born, a day after his due date, after a wonderful and healthy pregnancy. He suffered a stressful labour which caused his heart rate to dip, and him to take a gasp of meconium which filled his lungs. He was delivered through an emergency caesarean but had already suffered severe oxygen deprivation which caused irreversible brain damage. The hospital were able to stabilize him so we could spend an incredibly powerful 5 days parenting him in the NICU, learning his character and personality traits. Time spent together as a family. Unfortunately, the damage to our little boy's brain was too much and we had to make the heart wrenching decision to remove him from life support. We were able to give Owen a beautiful death out in the fresh Vancouver air listening to the wind in the trees and feeling the raindrops land on his head. Owen's life was one full of love. His spirit lives on.

Since this has happened to our little family we have learnt of more people in the community, some who have come forward to support us, that have had similar experiences with baby losses. One of the most alarming parts of our experience was our naivety due to the lack of awareness and the silence that surrounds these tragic events. We know that we're not alone. Promoting awareness of pregnancy and infant loss will increase the likelihood that families experiencing loss will receive understanding and support as they face the challenges of their distinctive bereavement.

We are writing to request your support to declare October 15th as "Pregnancy and Infant Loss Awareness Day" in Whistler. We request that in addition to this declaration, the lights across the Fitzsimmons Creek are changed to the campaign pink/blue colours for the evening with a sign explaining the event and the municipality's support on the issue. Thousands of families across Canada are devastated each year by the death of their baby through miscarriage, stillbirth or neonatal loss. It is important to our family that this day be recognized in order to help break the stigma and silence.

There is a Canadian action site which contains information about what this day hopes to achieve, <http://www.october15.ca/>. Among other municipalities in BC and other provinces, the city of Vancouver acknowledges this day, changing the colours of the lighting on BC Place in support.

If there's involvement required from our part we are more than happy, honoured, to do what is needed. We are now responsible for parenting the spirit and memory of our special son in ways we had never imagined. We want to ensure Owen Benjamin Edmondson, and the children of other local residents, are never forgotten.

Thank you for your support,

Mark, Robyn and Owen Edmondson

