WHISTLER

AGENDA

REGULAR MEETING OF MUNICIPAL COUNCIL
TUESDAY, AUGUST 5, 2014, 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 August 5, 2014.

ADOPTION OF MINUTES

Adoption of the minutes of meetings of Council of July 15, 2014 and July 18, 2014:

- Committee of the Whole of July 15, 2014
- Regular Council minutes of July 15, 2014.
- Three sets of Public Hearing minutes of July 15, 2014
- Special Council minutes of July 18, 2014

PUBLIC QUESTION AND ANSWER PERIOD

PRESENTATIONS/DELEGATIONS

RCMP Crime Report

A presentation by Inspector N. Cross regarding the RCMP Crime Report.

MAYOR'S REPORT

ADMINISTRATIVE REPORTS

Festivals, Events & Animation – 2015 Early Funding
Report No. 14-094
File No. 8216.09

That $1,200,000 from the Resort Municipality Initiative (RMI) reserve be allocated to Festivals, Events & Animation (FE&A) in order to initiate the 2015 FE&A program.

Blueberry Land Use Contract Amendment to the Gross Floor Area Definition Report No. 14-086 File No. RZ1083, RZ1086, RZ1087, RZ1089, RZ1092, RZ1093, Bylaw 2062	**That** Council consider giving first and second readings to Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014; and, **That** Council authorize the Corporate Officer to schedule a public hearing regarding Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014 and to advertise for same in the local newspapers; and further, **That** Council authorize the Mayor and Corporate Officer to execute any necessary legal documents for this application.
2010 London Lane – Rezoning Proposal to Change Permitted Uses Report No. 14-087 File No. RZ1080	**That** Council endorse further review of Rezoning Application No. 1080; and further, **That** Council direct staff to prepare the necessary zoning amendment bylaw for Council consideration.
Third Reading of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 with Administrative Revisions Report No. 14-088 File No. RZ1085	**That** Council consider rescinding third reading of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014, and, **That** Council consider giving third reading to Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 as amended.
7162 Nancy Green Drive Setback Variance Report No. 14-089 File No. DVP 1082	**That** Council approve Development Variance Permit DVP 1082 to relax the East side setback at 7162 Nancy Green Drive from 6.0 metres to 4.51 metres as shown in the Survey Plan prepared by Bunbury and Associates and dated April 25, 2014 attached to Administrative Report No. 14-089 as Appendix B.
LLR 1196 – Fairmont Golf Course Clubhouse Increase in Liquor Primary Patio Capacity Report No. 14-090 File No. LLR 1196	**That** Council pass the resolutions attached as Appendix "A" to Administrative Report No. 14-090 providing Council's recommendation to the Liquor Control and Licensing Branch regarding an Application from the Fairmont Chateau Whistler Golf Course Clubhouse for a Structural Change to Liquor Primary License No. 151717 to increase the licensed of the patio and increase the patio occupant load from 30 to 87 persons.
DP 1342 – 4165 Springs Lane Garibaldi Lift Company Patio Canopy Report No. 14-091 File No. DP 1342	**That** Council approve Development Permit 1342 for a patio canopy addition and associated patio improvements to the Garibaldi Lift Company per the architectural plans prepared by Michael Green Architecture, dated July 23, 2014 attached as Appendix B to Council Report No. 14-091, which includes the following variance to the Zoning Bylaw: a) Vary north setback from the canopy structure from 30 metres to 2.0 metres (Section 13.1.6.2) subject to the resolution of the following items to the satisfaction of the General Manager of Resort Experience:

1. Finalization of the plans and outstanding items specified in the letter attached as Appendix G to Council Report No. 14-091; and further
2. Registration of a Section 219 covenant to implement noise mitigation measures.

RBC GranFondo Whistler Catering License Capacity Over 500 Report No. 14-093 File No. 8216.36	**That** Council approve the Catering License capacity of over 500 for the RBC GranFondo Whistler to be held on Saturday, September 6, 2014, subject to Liquor Licensing and Distribution Branch, Whistler Fire Rescue and RCMP approvals.
Community Works Fund Agreement Report No. 14-092 File No. 2014	**That** Council authorize the Mayor and Corporate Officer to enter into the Community Works Fund Agreement 2014-2024.
Municipal Residential Energy Assessment Incentive Program Report No. 14-093 File No. 7733.01	**That** Council direct staff to launch the proposed 'Power Down to Save Up' Residential Energy Assessment Rebate program as presented in Report 14-093 and consistent with the project budget detailed in the 2014-2018 Five Year Financial Plan.
Vancouver Coastal Health – Helipad Alterations Required For Pedestrian Control and H3 Flight Path Report No. 14-095 File No. 558	**That** Council authorize staff to work with Vancouver Coastal Health, to finalize a construction plan for alterations to the sidewalks, streetlights, traffic signals and roadways; and, **And that** Council authorize the construction of the final construction plan mentioned in the resolution above; and further, **And that** Council authorize the tree removal and other tree modifications required for the H3 flight path outlined in Report No. 14-095.
Response to Emergency Incidents Outside the Jurisdiction of the Resort Municipality of Whistler Report No. 14-096 File No. 4800	**That** Council authorize the Whistler Fire Rescue Services to continue to respond to emergency incidents outside the jurisdiction of the Resort Municipality of Whistler; and further, **That** Council authorize the RMOW to engage in discussions with the SLRD on fire response in areas bordering the RMOW.

POLICY REPORTS

Civic Service Awards Policy Report No. 14-097 File No. 3010	**That** Council adopt the Civic Service Awards Policy attached as Appendix A to Policy Report No. 14-097.

BYLAWS FOR FIRST AND SECOND READING

Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014	The purpose of Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014 is to amend the existing Blueberry Hill Land Use Contract's gross floor area definition for the specified properties and to replace the existing gross floor area definition in the Land Use Contract with the definition in Zoning Bylaw No. 303 with its' excluded floor areas with respect to basements, crawlspaces and void spaces.

BYLAWS TO RESCIND THIRD READING

Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014	In general terms, the purpose of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 is to rezone the subject lands from RR1 (Rural Resource One) to MC1 (Mountain Commercial One), a new site specific mountain commercial zone designation to permit uses for an outdoor recreation enterprise (Whistler/Blackcomb) within the Whistler/Blackcomb Controlled Recreation Area.

BYLAWS FOR THIRD READING AS AMENDED

Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014	In general terms, the purpose of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 is to rezone the subject lands from RR1 (Rural Resource One) to MC1 (Mountain Commercial One), a new site specific mountain commercial zone designation to permit uses for an outdoor recreation enterprise (Whistler/Blackcomb) within the Whistler/Blackcomb Controlled Recreation Area.

OTHER BUSINESS

Bylaw Enforcement Officer Appointment Resolution	**Whereas** the Council of the Resort Municipality of Whistler ("Whistler") wishes to appoint Jordan Hayman as a Bylaw Enforcement Officer pursuant to section 36 of the Police Act, R.S.B.C. 1996, c 367, and upon Jordan Hayman 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 Jordan Hayman as a Bylaw Enforcement Officer to perform the functions and duties specified in the Bylaw Enforcement Officer job description.

CORRESPONDENCE

Vancouver Symphony Orchestra and Lights at Whistler Cay File No. 3009	Correspondence from Nancy Bass, dated July 13, 2014, regarding the Vancouver Symphony Orchestra and requesting a pedestrian activated crossing light at Highway 99 and Whistler Cay Drive.
Swimmer's Itch at Alta Lake File No. 3009	Correspondence from Linda Olivier, dated July 21, 2014, requesting more signage at lakes in regards to swimmer's itch.

Death at Pemberton Music Festival	Correspondence from T. J. Cheverie, dated July 20, 2014, regarding the death at the Pemberton Music Festival.
Fracking Fact Sheet File No. 3009	Correspondence from Bill Woollam, dated July 12, 2014, regarding fracking.

ADJOURNMENT

WHISTLER

MINUTES

COMMITTEE OF THE WHOLE
A MEETING OF MUNICIPAL COUNCIL
TUESDAY, JULY 15, 2014 STARTING AT 2:05 P.M.

In the Flute Room at Municipal Hall
4325 Blackcomb Way, Whistler, BC V0N 1B4

PRESENT

Mayor N. Wilhelm-Morden

Councillors: J. Crompton, J. Faulkner, J. Grills, D. Jackson, and A. Janyk

Absent: Councillor R. McCarthy

Chief Administrative Officer, M. Furey
General Manager of Corporate and Community Services, N. McPhail
Acting Corporate Officer, L. Schimek
Manager of Transportation and Solid Waste, J. Hallisey
Recording Secretary, A. Winkle

ADOPTION OF AGENDA

Moved by Councillor A. Janyk
Seconded by Councillor D. Jackson

That Council adopt the Committee of the Whole agenda of July 15, 2014.
CARRIED

ADOPTION OF MINUTES

Moved by Councillor J. Faulkner
Seconded by Councillor J. Crompton

Adoption of the Committee of the Whole minutes of June 17, 2014.
CARRIED

PRESENTATION/DISCUSSION

Whistler Community Services Society

A presentation was given by Cheryl Skribe, Executive Director, regarding an update on Whistler Community Services Society.

A discussion was held regarding Whistler Community Services Society.

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ADJOURNMENT

Moved by Councillor J. Crompton

That Council adjourn the meeting at 2:30 p.m.

CARRIED

_____
Mayor N. Wilhelm-Morden

_____
Acting Corporate Officer: L. Schimek

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WHISTLER

MINUTES

REGULAR MEETING OF MUNICIPAL COUNCIL
TUESDAY, JULY 15, 2014, 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: J. Crompton, J. Faulkner, J. Grills, D. Jackson, and A. Janyk

ABSENT: R. McCarthy

Chief Administrative Officer, M. Furey
General Manager of Corporate and Community Services, N. McPhail
General Manager of Infrastructure Services, J. Paul
General Manager of Resort Experience, J. Jansen
Director of Finance, K. Roggeman
Director of Planning, M. Kirkegaard
Acting Corporate Officer, L. Schimek
Manager of Communications, M. Comeau
Manager of Special Projects, T. Battiston
Manager of Village Animation and Events, B. Andrea
Manager of Environmental Stewardship, H. Beresford
Economic Development Officer, T. Metcalf
Senior Planner, J. Belobaba
Planner, R. Brennan
Planning Technician, R. Licko
Communications Officer, P. Buswell Lafrance
Recording Secretary, A. Winkle

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ADOPTION OF AGENDA

Moved by Councillor A. Janyk
Seconded by Councillor D. Jackson

That Council adopt of the Regular Council agenda of July 15, 2014.

CARRIED

ADOPTION OF MINUTES

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

That Council adopt the Regular Council minutes of July 2, 2014.

CARRIED

PUBLIC QUESTION AND ANSWER PERIOD

There were no questions from the public.

PRESENTATIONS/DELEGATIONS

Presentation for Peter Ackhurst

A presentation was given by Mayor Wilhelm-Morden to Peter Ackhurst in recognition of his work on the Cheakamus Community Forest.

rOde to Joy

A presentation was given by Ian MacDonald proposing an enhancement to Highway 99, south of Function Junction, involving cut grooves in the road to resonate music through vehicles approaching Whistler.

Whistler Sailing Association

A presentation was given by Francois Hebert regarding the work of the Whistler Sailing Association.

Economic Partnership Initiative

A presentation was given by Mike Furey regarding an update on the Economic Partnership Initiative.

At 6:00 p.m., Public Hearings were held for:

1. *Land Use Contract Discharge and Zoning Amendment Bylaw (RS1 Zone - 8340 Mountainview Drive) No. 2058, 2014*
2. *Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014*
3. *Zoning Amendment Bylaw (Festivals, Events and Auxiliary Liquor Retail) No. 2055, 2014*

At 7:13 p.m. the meeting resumed.

MAYOR'S REPORT

Mayor Wilhelm-Morden reported that the RMOW has launched the Whistler wayfinding and arrival experience strategy project for the resort. It will take place over the next five months. As part of the process Whistler partners and stakeholders have been engaged and the RMOW will look at visitor satisfaction in Tourism Whistler's extensive research. More information can be found at whistler.ca.

Mayor Wilhelm-Morden reported that the 31st Whistler Children's Festival took place last weekend. Despite the extremely hot weather, around 5,000 adults and children enjoyed the creative workshops, free activities, and live performances. This is the second year the Children's Festival has taken place in Whistler Olympic Plaza which seems to bring more visitors and a higher profile to the event.

Mayor Wilhelm-Morden reported that this coming weekend is the Pemberton Music Festival. The festival has an impressive lineup including Soundgarden, Outkast, and Nine Inch Nails, Frank Ocean, Metric, Modest Mouse, Snoop Dogg and many more. There will be frequent shuttles from Whistler to Pemberton to alleviate highway congestion. The shuttles start Friday at 10:00 a.m. and run through the entire weekend. Prior to the festivities in Pemberton,

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Whistler will be hosting Pre-Pemberton Music Festival concerts by Gord Downie, The Sadies, Matt Mays, and Dan Deacon taking place tomorrow, Wednesday July 16, from 5 p.m. in Whistler Olympic Plaza.

Mayor Wilhelm-Morden reported that the Subaru IRONMAN transportation guide has been released. IRONMAN will take place on Sunday, July 27. The main disruptions to transportation will take place from 7 a.m. until 5:30 p.m. It will be easiest to travel around Whistler during that time by foot or bike during the event. To see the transportation guide, visit whister.ca. Volunteering at IRONMAN is a great way to participate in the event. There are a variety of positions available, many of them on Sunday July 27. Visit ironman.ca to sign up.

Mayor Wilhelm-Morden reported that the RMOW has started a survey of users of Whistler's parks and trails which will run through September. All the major parks will be surveyed, as well as the Valleau and Zappa networks of trails, and the Flank Trail area. The survey will help the municipality understand use levels and the demographic of the users. This information will help inform future decision making.

Mayor Wilhelm-Morden reported that the second annual Great Lake Clean Up took place on Saturday, July 12. Over 40 volunteers, including the Whistler Fire Rescue Service and several Councillors, collected garbage from the bottom of local lakes. Several trained divers from Vancouver collected garbage from deep in the water. The crews found tires, rusty parts of a mill, sunglasses, and a lot of cans. Mayor Wilhelm-Morden thanked the volunteers, divers, and the businesses that made donations.

Mayor Wilhelm-Morden reported that the Whistler Public Library is starting improvements to their entrance service area this month. The area will be reconfigured to improve customer service, and the space currently occupied by the front desk will be converted into a welcoming area with comfortable seating, a retail-style display, and small kiosk-style service podiums. I would like to thank American Friends of Whistler who are funding the project in honour of their former president, Rod Rohda. Use of the library will continue during the renovation.

Mayor Wilhelm-Morden reported that Whistler is hosting the Pacific NorthWest Economic Region summit from July 20th to 24th this month. The summit attracts more than 600 business leaders, legislators, and government leaders from across North America.

Mayor Wilhelm-Morden congratulated the Four Seasons Resort & Residences Whistler for receiving second place in the Top Resorts in Canada segment of the Travel + Leisure World's Best Awards 2014. Readers of Travel + Leisure voted on the categories. The magazine has a print circulation of 970,000. Whistler did well in the contest, with The Fairmont Chateau Whistler and the Pan Pacific Whistler Mountainside also being ranked highly.

Mayor Wilhelm-Morden announced that she was at the Audain Art Museum Board of Directors retreat and board meeting on Friday. She reported that of the $20 million of contracts that have been let to date, more than $8.1 million

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has been contracted with local contractors and benefits of the museum are already being felt in the corridor.

J. Grills congratulated Mayor Wilhelm-Morden on her 30th anniversary of being called to the bar, on behalf of Council, the CAO, municipal managers and staff, and the community of Whistler.

D. Jackson commented that the Great Lake Clean Up is becoming a bigger event and very educational for children. He thanked the fire department and local businesses who brought food and drinks and attracted the divers who came from Vancouver.

INFORMATION REPORTS

First Quarter Financial Report
Report No. 14-081
File No. 4527

Moved by Councillor J. Faulkner
Seconded by Councillor J. Crompton

That Council receive Information Report No. 14-081 Quarterly Financial Report for the quarter ended March 31, 2014.

CARRIED

ADMINISTRATIVE REPORTS

5520 Old Mill Lane Flood Proofing Exemption
Report 14-082
File No. SEC 0010

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

That Council grant an exemption per Section 910 of the *Local Government Act* – "Construction requirements in relation to flood plain areas", to allow for the construction of a new dwelling at 5520 Old Mill Lane; and further,

That Council authorize the Mayor and Corporate Officer to execute a Section 219 covenant on the title of the subject property for this exemption, attaching the geotechnical reports prepared by GVH Consulting Ltd. & confirming that the property is safe for the use intended.

CARRIED

2014 Le Diner en Blanc Catering License Capacity
Report No. 14-083
File No. 8216.53

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

That Council endorse a requested capacity of over 500 people for a Catering License event, subject to Liquor Control & Licensing Branch (LCLB), Fire Rescue and RCMP approvals for the *"Le Diner en Blanc"* event to be held at an RMOW approved location on Thursday, August 28, 2014.

CARRIED

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Whistler Village Beer Festival Special Occasion License Capacity
Report No. 14-084
File No. 8216.52

Moved by Councillor J. Crompton
Seconded by Councillor J. Faulkner

That Council endorse a requested capacity of over 500 people for a Special Occasion License (SOL), subject to Liquor Control and Licensing Branch (LCLB), Fire and RCMP approvals for the Whistler Village Beer Festival to be held in Whistler Olympic Plaza on Saturday, September 13, 2014.

CARRIED

Whistler Village Rejuvenation and Reinvestment Initiative
Report No. 14-085
File No. 7108.13

Moved by Councillor J. Faulkner
Seconded by Councillor J. Crompton

That Council receive Administrative Report 14-085 in recognition of the Municipality's commitment to the Whistler Village Rejuvenation & Reinvestment Initiative; and further,

That Council directs Staff to use the report to inform decision making relating to the selective use of the available rejuvenation tools in facilitating renovation and redevelopment projects in Whistler Village.

CARRIED

MINUTES OF COMMITTEES AND COMMISSIONS

Liquor License Advisory Committee

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

That minutes of the Liquor License Advisory Committee meeting of June 5, 2014 be received.

CARRIED

BYLAWS FOR THIRD READING

Land Use Contract Discharge and Zoning Amendment Bylaw (RS1 Zone - 8340 Mountainview Drive) No. 2058, 2014

Council took no action regarding Land Use Contract Discharge and Zoning Amendment Bylaw (RS1 Zone - 8340 Mountainview Drive) No. 2058, 2014.

Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014

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

That Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 receive third reading.

CARRIED

Zoning Amendment Bylaw (Festivals, Events and Auxiliary Liquor Retail) No. 2055, 2014

Moved by Councillor J. Grills
Seconded by Councillor D. Jackson

That Zoning Amendment Bylaw (Festivals, Events and Auxiliary Liquor Retail) No. 2055, 2014 receive third reading.

CARRIED

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BYLAW FOR ADOPTION

Business Regulation Amendment Bylaw (Auxiliary Retail) No. 2056, 2014

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

That Business Regulation Amendment Bylaw (Auxiliary Retail) No. 2056, 2014 be adopted.

CARRIED

Land Use Procedures and Fees Amendment Bylaw No. 2060, 2014

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

That Land Use Procedures and Fees Amendment Bylaw No. 2060, 2014 be adopted.

CARRIED

General Local Government Election Bylaw No. 2059, 2014

Moved by Councillor J. Faulkner
Seconded by Councillor J. Crompton

That General Local Government Election Bylaw No. 2059, 2014 be adopted.

CARRIED

Mail Ballot Authorization and Procedure Amendment Bylaw No. 2061, 2014

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

That Mail Ballot Authorization and Procedure Amendment Bylaw No. 2061, 2014 be adopted as amended.

CARRIED

OTHER BUSINESS

There were no items of Other Business.

CORRESPONDENCE

Fines for Bear Jam Violators
File No. 3009

Moved by Councillor J. Crompton
Seconded by Councillor J. Faulkner

That correspondence from Linda McGaw, dated June 28, 2014, requesting fines for vehicles that stop to view wildlife on the highway be received and referred to staff.

CARRIED

BC Hydro Clear Cutting in Residential Neighbourhoods
File No. 3009

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

That correspondence from Darlene Holmes and Herbert Horn, dated July 7, 2014, regarding a change in policy resulting in clear cutting by BC Hydro in residential neighbourhoods be received and referred to staff.

CARRIED

DRAFT

Howe Sound Community Forum
File No. 3009

Moved by Councillor J. Faulkner
Seconded by Councillor J. Crompton

That correspondence from Ruth Simons, dated July 7, 2014, requesting the Resort Municipality of Whislter renew its commitment to the Howe Sound Community Forum by passing the proposed resolution that "the revised 2013 Howe Sound Community Forum Principles of Cooperation be supported and signatory be executed by the Mayor" be received and support be given for the Howe Sound Community Forum Principles of Cooperation.

CARRIED

Resources to Support Sexually Exploited Children & Youth
File No. 3009

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

That correspondence from Shari Green, Mayor of the City of Prince George, dated June 26, 2014, requesting a similar resolution be passed to that passed by the City of Prince George asking UBCM to request the provincial government for resources to support sexually exploited children and youth be received.

CARRIED

ADJOURNMENT

Moved by Councillor J. Crompton

That Council adjourn the July 15, 2014 Council meeting at 8:15 p.m.

CARRIED

MAYOR: N. Wilhelm-Morden

ACTING CORPORATE OFFICER: L. Schimek

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WHISTLER

MINUTES

PUBLIC HEARING OF MUNICIPAL COUNCIL
TUESDAY, JULY 15, 2014 STARTING AT 7:00 PM

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

PRESENT

Mayor N. Wilhelm-Morden

Councillors: J. Crompton, J. Faulkner, J. Grills, D. Jackson, A. Janyk,

ABSENT: R. McCarthy

Chief Administrative Officer, M. Furey
General Manager of Corporate and Community Services, N. McPhail
General Manager of Infrastructure Services, J. Paul
General Manager of Resort Experience, J. Jansen
Director of Finance, K. Roggeman
Director of Planning, M. Kirkegaard
Acting Corporate Officer, L. Schimek
Manager of Communications, M. Comeau
Manager of Village Animation and Events, B. Andrea
Economic Development Officer, T. Metcalf
Senior Planner, J. Belobaba
Planner, R. Brennan
Planning Technician, R. Licko
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 (MC1 Zone – Mountain Commercial One) No. 2057, 2014" (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.

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As stated in the Notice of Public Hearing, in general terms, the purpose of the proposed Bylaw is to rezone the subject lands from RR1 (Rural Resource One) to MC1 (Mountain Commercial One), a new site specific mountain commercial zone designation to permit uses for an outdoor recreation enterprise (Whistler/Blackcomb) within the Whistler/Blackcomb Controlled Recreation Area.

Explanation

An explanation was given by Robert Brennan, Planner, concerning the proposed Bylaw.

Submissions

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

No submissions were made by the public.

Correspondence

Laurie-Anne Schimek, Acting Corporate Officer, indicated that no correspondence was received regarding the proposed bylaw.

ADJOURNMENT

Hearing no further comments, the Public Hearing adjourned at 7:04 p.m.

Mayor, N. Wilhelm-Morden

Acting Corporate Officer, L. Schimek

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WHISTLER

MINUTES

PUBLIC HEARING OF MUNICIPAL COUNCIL
TUESDAY, JULY 15, 2014 STARTING AT 7:05 PM

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

PRESENT

Mayor N. Wilhelm-Morden

Councillors: J. Crompton, J. Faulkner, J. Grills, D. Jackson, A. Janyk,

ABSENT: R. McCarthy

Chief Administrative Officer, M. Furey
General Manager of Corporate and Community Services, N. McPhail
General Manager of Infrastructure Services, J. Paul
General Manager of Resort Experience, J. Jansen
Director of Finance, K. Roggeman
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Acting Corporate Officer, L. Schimek
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Manager of Village Animation and Events, B. Andrea
Economic Development Officer, T. Metcalf
Senior Planner, J. Belobaba
Planner, R. Brennan
Planning Technician, R. Licko
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 (Festivals, Events And Auxiliary Liquor Retail) No. 2055, 2014" (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.

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As stated in the Notice of Public Hearing, in general terms, the purpose of the proposed Bylaw is to rezone the Whistler Conference Centre, Olympic Plaza and the Upper Village Stroll to allow the sale of packaged liquor when done in conjunction with approved events such as beer festivals, wine festivals and farmers' markets. The bylaw will also generally allow "outdoor assembly" in Whistler Village and Whistler Creek.

Explanation

An explanation was given by Jake Belobaba, Senior Planner, concerning the proposed Bylaw.

Submissions

Chris Quinlan, 7-4817 Glacier Lane, stated he had three submissions.

C. Quinlan read the first submission, a letter from Whistler Blackcomb:

Re: Zoning Amendment Bylaw (Festivals, Events and Auxiliary Liquor Retail} No. 2055, 2014

This letter is sent to confirm Whistler Blackcomb's support of the above referenced Zoning Bylaw Amendment as it relates to proposed sampling and sales of liquor at the Whistler Farmers Market in the Upper Village.

As land lord of the property on which the Whistler Farmers Market takes place, we confirm that the possibility of liquor tasting and sales as an enhancement to the existing complement of vendors which would continue to attract both tourists and locals to the Upper Village and to drive ancillary business within that area. We are comfortable that the implementation of this rezoning will be done in such as a way as to continue to provide a safe, comfortable and enjoyable experience for all visitors to the Farmers Market and the Upper Village.

Sent with regards from Doug Forseth, Vice President of Whistler Blackcomb.

C. Quinlan read the second submission, a letter from Michael Kompass, the proprietor of the Blackcomb Liquor Store:

Dear Mayor and Council,

I wish to address the topic of rezoning to allow the presence of winery brewery vendors at the Whistler Farmers Market. As operators of the Blackcomb Liquor Store and Fitzsimmons Pub for almost 20 years, we enjoy the remarkable neighbourhood known as the Upper Village and are always excited when the opportunity arises to further develop our neighbourhood. The addition of winery and brewery presence to the Whistler Farmers Market both on Sundays during the day and the Wednesday evening markets is just such an opportunity.

Not only will this offer more of an attraction to the market itself, but also to the Upper Village in general. This opportunity creates an even more diverse effective and interesting destination for visitors and locals alike. It encourages the identity and economy of the Upper Village neighbourhood while fostering the burgeoning cultural tourism in British Columbia and Whistler.

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As a small business operator with an obvious interest to the beer and wine aspect, I look forward to working in conjunction with the market and the new potential offered by the addition of brewery and winery presence not to compete, but to enhance the community and our business. I would be happy to participate in any further discussion on this topic, and thank you very much for your time and consideration in this matter.

Signed by Michael Kompass, the owner and operator of the Blackcomb Liquor Store.

C. Quinlan read a third submission:

Dear Mayor and Council,

On behalf of the Whistler Farmers' Market Society, I would like to express my support for the proposed bylaw amendment. The sampling and sale of BC produced beers, wines and spirits at The Whistler Farmers will enable us to further fulfill our mandate to promote and facilitate the availability of regionally produced goods and services. The Whistler Farmers Market was created to drive business to the Upper Village merchants 20 years ago. We have actively engaged with the proprietors of the Blackcomb Liquor Store and are confident that this bylaw amendment will support our efforts in this regard.

The legislation enabling this opportunity is well considered. As recognized leaders in the sector, The Whistler Farmers Market was directly involved in the consultations with the province and worked hard to communicate the intentions and progress of the legislation with municipal staff from the very beginning. The policy directive ensures that the producers providing the samples and engaging in the sale of their products are diligent in ensuring the highest degree of public safety while participating in the markets.

The Whistler Farmers Market will provide a unique opportunity for BC produced beers, wines and spirits to be exposed to our international guests. It will indeed bring the market offerings up to the standard of markets around the world.

Thank you for your consideration of this submission.

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

Correspondence

Laurie-Anne Schimek, Deputy Corporate Officer, indicated that no correspondence was received other than the three presented by Mr. Quinlan regarding the proposed Bylaw.

ADJOURNMENT

Hearing no further comments, the Public Hearing adjourned at 7:13 p.m.

_____ _____

Mayor, N. Wilhelm-Morden Acting Corporate Officer, L. Schimek

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WHISTLER

MINUTES

PUBLIC HEARING OF MUNICIPAL COUNCIL
TUESDAY, JULY 15, 2014 STARTING AT 6:00 PM

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

PRESENT

Mayor N. Wilhelm-Morden

Councillors: J. Crompton, J. Faulkner, J. Grills, D. Jackson, A. Janyk,

ABSENT: R. McCarthy

Chief Administrative Officer, M. Furey
General Manager of Corporate and Community Services, N. McPhail
General Manager of Infrastructure Services, J. Paul
General Manager of Resort Experience, J. Jansen
Director of Finance, K. Roggeman
Director of Planning, M. Kirkegaard
Acting Corporate Officer, L. Schimek
Manager of Communications, M. Comeau
Manager of Village Animation and Events, B. Andrea
Economic Development Officer, T. Metcalf
Senior Planner, J. Belobaba
Planner, R. Brennan
Planning Technician, R. Licko
Recording Secretary, A. Winkle

Mayor Wilhelm-Morden declared a Conflict of Interest, as one of the partners in her law firm is involved with this rezoning, and left the meeting.

Acting Mayor D. Jackson took over as chair of the meeting.

L. Schimek, Acting Corporate Officer, distributed a piece of correspondence to Council that was submitted by a member of the public.

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 Discharge and Zoning Amendment Bylaw (RS1 – 8340 Mountain View Drive) No. 2058, 2014” (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,

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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.

As stated in the Notice of Public Hearing, in general terms, the purpose of the proposed Bylaw is to discharge the Land Use Contract registered on title as G2065 and rezone the lands to RS1 (Single Family Residential One).

Explanation

An explanation was given by Roman Licko, Planning Technician, concerning the proposed Bylaw. He stated that correspondence had been received both in support and opposition of the proposed bylaws.

Submissions

Acting Mayor D. Jackson called for any submissions by the public.

Caroline Lamont, 7323 Spruce Grove Lane, speaking on behalf of the applicant, Whistler Alpine Development Corp.:

- commented that removing the land use contract and zoning the property as RS1 would make the lands consistent with the Alpine Meadows neighbourhood.
- commented that land use contracts have been discontinued in the Province, and Council has discharged similar contracts in other neighbourhoods.
- commented that this is the initial step in the agreed upon approval process and that there still remains lot consolidation, subdivision, servicing, and aspects such as final landscape plans to be finalized.
- commented that there has been significant consultation and investigation into the various options to access the land use contract lots, working as recently as this weekend with some of the adjacent properties, and trying to find the solution with the amount of least impact to the neighbourhood.
- commented that, as staff have explained, this is not a private road or public street, but a driveway that accesses two lots that will be dealt with at subdivision in accordance to municipal standards and engineering review.
- stated they are in support of their application and the proposed bylaws, as well as the conditions that have been assigned, and are available for any clarifying questions during the course of the Public Hearing.

Don van der Horst, Don van der Horst Consulting, 52 Deerwood Place, Port Moody, on behalf of the owner of Lot 31, Mr. Yanagisawa:

- commented that Lot 31 is one of the four upper larger lots on

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Mountain View Drive

- commented that while this property is not directly adjacent to the subject lands, components of this rezoning application have some impact on the property.
- commented that he has previously submitted correspondence on behalf of his client regarding this rezoning application and the ongoing issue of access for the four larger lots.
- commented that the property is impacted by the Land Use Contract, which is also on his property, as well as the issue of access.
- stated that his client is supportive of the rezoning application as proposed, including the discharge of the land use contract over Lot 29.
- stated that his client supports and acknowledges Council's request for registration of an easement over a portion of Lot 29 in favour of the adjacent Lots 30, 31, and 32.
- quoted from his letter to Council of July 11, 2014:
  While the requirement for registration of an easement over Lot 29 in favour of Lots 30, 31 and 32 is a good initial step to encourage all four property owners to develop a joint access plan (which has been an ongoing issue for many years for these properties), the registration of this easement, in itself, does not resolve the access problems. It does go towards that, it doesn't solve them. We also understand and appreciate that any discussions associated with registration of an easement over any of the other properties is a matter outside of this rezoning application, to be discussed at a different time.
- acknowledged Craig Ross of Whistler Alpine Development, and Roman Licko of the RMOW, for their efforts to engage the owners of Lots 30, 31, and 32 with the intent of drafting an agreement for joint access.
- stated that Mr. Yanagisawa does support the rezoning application in its entirety as presented.

Roy Brown, 8336 Mountain View Drive:

- commented that the Millers and the Browns, owners of 8336 Mountain View Drive, bordered on three sides by this project, have questions and concerns.
- commented that they understand the rezoning process as they have been involved with many houses in the lower mainland and asked about the narrow strip of land north of the property which may be turned over to the municipality at a later date to allow access to the larger properties to the north that are behind 8348 Mountain View Drive up to 8380 Mountain View Drive.
- questioned the new property line at the north east corner of 8340 Mountain View Drive due to the location of the proposed house which will not allow access to the other two lots and keep within the setback requirements.
- requested a cut and fill drawing of this narrow piece of land to show how Whistler will later achieve building access to the larger pieces

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of property, with the assumption that fire hydrants will be installed and the road will allow for proper fire truck and ambulance access.
- asked about the property to the south, 8336 Mountain View Drive, and what would take place if there were a fire at the vacant property and who would maintain access if the homeowners are away.
- asked where the snow will go from this narrow strip of land and who will maintain it.
- asked how the property taxes for the surrounding properties will be affected if the rezoning increases the value of the property with this proposal.
- asked if there will be easements in place for the driveways that access 8328 and 8340 that cross 8332 Mountain View Drive.
- asked who will maintain the access if properties are sold, resold, or vacant.
- asked if the front of the house next to their property, 8332, will move forward and block any of the view for 8336 in the future.
- commented on the location of the proposed house and suggested that the view would be more rewarding higher up and at no added construction costs as the elevation lines are evenly spaced.
- commented that the house to the south of their property, 8332, shows a home very close to their home and that it is a negative to have the driveway accessing two homes above them so close to that home.
- questioned again who maintains the road, driveways, and where the snow will go.
- commented that there is a lot of water that comes down from the property above them and asked how it will be handled.
- stated that Bob Miller and Roy Brown understand why the developer is requesting this zoning amendment for their property to allow access.
- commented that all of Mountain View Drive home owners have followed the zoning bylaws to date and that the neighbourhood is a success.

Eli Borodow, 8360 Mountain View Drive:
- asked Council for protection from what he perceives as a threat to his property.
- commented there are streams that run on the property behind their homes.
- commented that property that was purchased knowing what the existing zoning was at the time.
- expressed concern for disruption to water table and the risk to his property and the property of his neighbours.
- expressed concern for who affected homeowners could sue if there were a negative impact on their property.
- commented on the number of trees that would be killed.
- expressed concern that the development would alter the essential character of neighbourhood and impact property values.

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- expressed concern for the noise and mess of construction and commented that there would be development across all of the lots, not just the one.
- expressed concern for the steepness and technical issues of the road, and the resulting risks for drivers losing control or abandoning their vehicles, snow plows, and safety risks for pedestrians, dogs, and children on the street.
- commented that he purchased property with assurance from his real estate broker that the zoning laws would preclude development on those lands and Council would never allow something steep and dangerous, particularly given the streams, in their backyard.
- commented on the risks to the neighbourhood and to his home.
- questioned the benefit to Whistler and the community.
- commented that he has been aware of the proposed rezoning for two days, and questioned how consultative the process is.

Acting Mayor D. Jackson confirmed the location of the address of E. Borodow.
Eli Borodow:

- commented that he understands that the lands will be developed.
- commented that he has not met anyone without a financial interest that supports this.

Bernadette Yuan, owner of 8324 Mountain View Drive with Peter Young:

- commented that she had submitted a three page summary of her opposition and concerns with this development.
- commented that she received plans on Friday from Craig Ross.
- commented that she is familiar with the topography, as she originally looked at purchasing those lots but had made the decision that it would be too steep, too risky and not esthetically pleasing to do so.
- commented that the steep cuts to put in this driveway will negatively impact their property due to the 50 foot rise in elevation from street level to the front of the back properties.
- commented that the diagram submitted to the planning department does not, in her opinion, have enough detail to grant the RS1 zoning at this point.
- commented that the road shown next to their property has a 30 foot cut, but no indication of any space for retention, and expressed concern her property will hang like a peninsula over this cut.
- she commented that the road should not be this close to her property line and therefore there is an angle of repose that will set the road inwards of its current boundaries and will involve steeper grade.
- commented that by her calculations when she was considering buying the property, there would be a 18 to 20 degree slope grade at that hairpin turn and only one switchback, which may fit in an extreme criteria for a small lane.
- expressed concern for the danger of the road, as it would be at a

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high elevation that gets more snow, and snow clearing would be a problem.

- commented that when taking into consideration the angle of repose cut into their property, it could be a 23 to 34 degree slope servicing three lots with a total of 18 bed units within 5,000 square foot homes.
- expressed concern that the noise and dangerous driving for vehicles would negatively impact her property and the neighbourhood, and would detract from streetscape from an esthetic point of view.
- commented on the average grade required to get to the back of the property.
- expressed concern for a more dangerous road as neighbours slip into the ditch when driving on the current street.
- commented that they have a legal registered easement over the frontage of Lot Q for unhindered access to and from their property, and there is an existing paved driveway, and she expressed concern for the risk of damage to their driveway and retaining walls with the proposed driveway.
- requested more stringent requirements for a driveway servicing eight bed units than would be required for one single family dwelling.
- requested proper engineering drawings of the road grades.
- expressed concerns for the esthetics of a steep ditch-like cut of 55 feet from the front of lot Q to the front of the other lots.
- expressed concerns for how snow removal would be effected and where the snow would go for a long high driveway of a four meter width, and where the water would run when snow melts. She commented that the drawing provided to Council does not show a shoulder wide enough to accommodate the snow.
- requested engineering drawings to show how snow melt runoff would be managed so as not to flood neighbours and their driveways.
- commented that the plans she has seen does not show enough detail, particularly the angle of repose, and questioned if the criteria for an RS1 neighbourhood will be met once the engineering studies are done.
- asked that it be ensured that neighbours do not suffer damages as a result of RS1 zoning going ahead in a sub-optimal development project that could cause hardship, harm, and potential financial loss.
- expressed concern for the water drainage given the length of the proposed road.
- expressed concern for fire risk with the road being more narrow than a regular road and without a fire truck turnaround.

Paul Bragg, 6926 Carrington Street, Vancouver, and owner of lot 32:

- commented that he submit a letter in support of Whistler Alpine Development.

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- commented that everyone should be working together for a solution, as it does not seem fair that these lots should never be developed because of the concerns put forward.
- commented on the forty year history of these 'orphan lots,' meaning lots with so many problems they can't be developed.
- commented that these lots were conceived January 28, 1974, by the Land Registry Act, Form V, "Declaration of Creation of a Building Scheme," and were born January 10, 1979 by a bylaw to amend the RMOW zoning bylaw and approval of the Land Use Contract.
- commented on the impracticality of the original proposed access routes for these four lots.
- commented he has concluded that the 'orphan lots' are worthless, after the two longest standing owners, who were given Lots 29, Lot P, and Lot Q, managed to sell Lot 29 for nothing if purchased with Lot P at market price in 2012 followed quickly by the sale of Lot Q at market price.
- commented that he purchased Lot 32 in February 2000 and on January 15, 2001 he was invited to an owners meeting to explore the possibilities of jointly resolving the issue, and discharging the Land Use Contract. Staff felt the best option for access through all lots was through Lot 29 and Lot 30 panhandle.
- commented on the history of conflict between the owners of Lots 30 and 31.
- commented that when he retained consultant Don van der Horst to explore access to Mountain View over Crown land, a petition was created by a neighbour against this application during the advertising process, and it failed.
- commented that he had a written proposal soliciting the RMOW for support of an extension from the end of Mountain View to the north boundary of Lot 32 in response to learning that the RMOW was planning on constructing a water reservoir adjacent to his lot using the 19 Mile Forest Service Road (FSR). The proposal was turned down. He later learned the RMOW had not obtained permission to use the FSR and had decommissioned it by deconstruction of the water reservoir.

Acting Mayor D. Jackson asked Mr. Bragg to keep comments related to the application that is the subject of the Public Hearing, and include other details in his letter.

P. Bragg:

- commented on the importance of his 15 year history on this street.
- read from a memo from the Squamish Forest District regarding support for access to his private lot, and outlining the requirement for long-term road access in 19 Mile FSR for recreation, forest management and wildfire control, in accordance with the Whistler Local Resources Use Plan and the relocated section of the FSR.
- commented that in July 2007 he received a temporary use permit

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from the Integrated Land Management Bureau to construct a road to his property.
- commented that a threatening letter was left on the truck of the road designer with JCH Forestry regarding the road, signed "the friends of Alpine Meadows."
- commented that upon completion of the road, he and his wife drove a camper onto the property and lived there for a week.
- commented that he spoke at a Council Meeting in 2003 or 2004 regarding his support for his neighbour's application for a building variance.
- commented on past and future dreams for the use of his home.
- expressed a desire to cooperate with all of his neighbours to solve this problem.

Richard Eyres, 8345 Mountain View Drive:
- reiterated the concerns of previous speakers for safety for people and safety for property, including vehicular control, ice and water on roads, fire access, snow banks, and disruption to the water table.
- commented that these concerns also apply to properties on his side of the road.
- asked that a decision be made with full knowledge of the circumstances that does not disregard the implications of the decision.

Yaroslava Borodow, 8360 Mountain View Drive:
- commented on the gamble undertaken when choosing to develop property.
- commented that new developments should not be made at the expense of existing properties

Acting Mayor D. Jackson called a second time for comments regarding the proposed bylaw.

E. Borodow:
- expressed concern that people who are not yet aware of the proposed rezoning will not have the opportunity to be heard.
- expressed concern for the safety of people and pets using the street.
- commented that it was a gamble to purchase the property hoping that Council could be persuaded to make changes to the zoning.
- expressed concern for where financial liability would come from if surrounding homes were damaged.

Acting Mayor D. Jackson called a third time for anyone who has any comments.

Carolyn Lamont:
- clarified that the property is under the Land Use Contract and property rights currently allow for a 2,000 square foot home with no

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external approvals other than a building permit and driveway, so long as they meet other municipal requirements.
- commented that the rezoning allows for opportunities for consultation, but that buildings could be built today if there was access.
- commented that there has been a sign on the property since 2003 with a contact number.
- commented that discussions have been held between the applicant and directly adjacent property owners, including two that have spoken this evening.
- commented that people making the application are local builders whose family live in Whistler.
- commented that there are municipal requirements that will be met for fire, water, and storm drainage.
- suggested looking at the impacts of Lot 29 if it were developed as it is.
- commented that they would be providing access to the panhandle lot on their side.
- commented that an environmental assessment was done as per provincial requirements, available from Municipal Hall.
- commented that the applicant has continuously consulted and that there is some flexibility regarding where the house is located, landscaping, and the road alignment.

Acting Mayor D. Jackson called a final time for any submissions from the public.

ADJOURNMENT

Hearing no further comments, the Public Hearing adjourned at 6:59 p.m.

_____
Acting Mayor, D. Jackson

_____
Acting Corporate Officer, L. Schimek

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WHISTLER

MINUTES

SPECIAL MEETING OF MUNICIPAL COUNCIL
FRIDAY, JULY 18, 2014, STARTING AT 1:31 PM

At Municipal Hall, Flute Room
4325 Blackcomb Way, Whistler, British Columbia V0N 1B4

PRESENT:

Acting Mayor D. Jackson

Councillors: J. Crompton, J. Faulkner, J. Grills, and A. Janyk

ABSENT: Mayor N. Wilhelm-Morden, Councillor R. McCarthy

Chief Administrative Officer, M. Furey
General Manager of Resort Experience, J. Jansen
Director of Finance, K. Roggeman
Director of Planning, M. Kirkegaard
Manager of Communications, M. Comeau
Recording Secretary, A. Winkle

ADOPTION OF AGENDA

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

That Council adopt of the Special Council agenda of July 18, 2014.
CARRIED

BYLAW FOR ADOPTION

Zoning Amendment Bylaw (Festivals, Events and Auxiliary Liquor Retail) No. 2055, 2014

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

That Zoning Amendment Bylaw (Festivals, Events and Auxiliary Liquor Retail) No. 2055, 2014 be adopted.
CARRIED

ADJOURNMENT

Moved by Councillor J. Crompton

That Council adjourn the July 18, 2014 Special Council meeting at 1:32 p.m.
CARRIED

Mayor: N. Wilhelm-Morden

Deputy Corporate Officer: L. Schimek

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WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: August 5, 2014 **REPORT:** 14-094

FROM: Resort Experience **FILE:** 8216.09

SUBJECT: FESTIVALS, EVENTS & ANIMATION – 2015 EARLY FUNDING

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That $1,200,000 from the Resort Municipality Initiative (RMI) reserve be allocated to Festivals, Events & Animation (FE&A) in order to initiate the 2015 FE&A program.

PURPOSE OF REPORT

Provide Council with rationale to deploy RMI reserve funds for the purpose of initiating the 2015 FE&A program.

DISCUSSION

The 2015 FE&A planning process is underway. On July 24, 2014 the FE&A Oversight Committee (OSC) reviewed and endorsed high-level strategies for the 2015 FE&A program including generally maintaining the overall FE&A calendar, the seasonal investment mix, and the investment mix in Original, Animation and Attract, Retain, Augment (festivals and events owned and produced by third parties).

If Council approves the recommendation, the FE&A program will deploy up to $1,200,000 from October 2014 through April 2015 as follows:

a) Develop, produce and promote Winter Animation programs
b) Develop and promote the second annual *GO Festival* on the May long weekend
c) Deposits for *Whistler Presents* Concerts including the Vancouver Symphony Orchestra
d) Deposits for Whistler Street Entertainment
e) Develop and launch the 2015 FE&A marketing plan
f) Contract services required to support operations, research and other FE&A initiatives
g) Investments to attract, retain, and augment festivals and events produced by third parties.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Economic	Whistler's tourism economy is progressive and ensures the highest and best use of limited financial, social and natural resources in the long-term.	Deployment of RMI reserve funds to the 2015 FE&A program will enable the FE&A program to secure programming and provide sufficient time to properly promote the 2015 FE&A program.

Economic	Whistler proactively seizes economic opportunities that are compatible with tourism, and effectively adapts to changing external conditions.	As above
Economic	Whistler holds competitive advantage in the destination resort marketplace as a result of its vibrancy and unique character, products and services.	As above
Visitor Experience	A diverse range of year-round activities is developed and offered.	As above

BUDGET CONSIDERATIONS

This recommendation is made on the basis that RMI reserves have capacity for the allocation of early FE&A funding in advance of Provincial confirmation of 2015 RMI funds.

COMMUNITY ENGAGEMENT AND CONSULTATION

The FE&A OSC has reviewed and supports the recommendation contained in this report.

The FE&A Working Group which includes representatives from Tourism Whistler, the Whistler Arts Council, the Chamber of Commerce, Squamish Lil'wat Cultural Centre, Whistler Museum & Archives, Whistler Resort Legacies, and Whistler Blackcomb will continue to engage resort stakeholders and consult with industry experts in the development of the 2015 FE&A program.

SUMMARY

If the recommendation in this report is approved by Council, staff will be able to secure programming and provide sufficient time to properly promote the 2015 FE&A program, thereby optimizing the investment in FE&A.

Respectfully submitted,

John Rae
MANAGER STRATEGIC ALLIANCES
for
Jan Jansen
GENERAL MANAGER RESORT EXPERIENCE

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: August 5, 2014 **REPORT:** 14-086

FROM: Resort Experience **FILES:** RZ1083, RZ1086, RZ1087, RZ1089, RZ1092, RZ1093, Bylaw 2062

SUBJECT: BLUEBERRY LAND USE CONTRACT AMENDMENT TO THE GROSS FLOOR AREA DEFINITION

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council consider giving first and second readings to Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014; and,

That Council authorize the Corporate Officer to schedule a public hearing regarding Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014 and to advertise for same in the local newspapers; and further,

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

REFERENCES

Appendices: "A" Location Map

Location: 3345 Peak Drive (RZ1083)
Legal Description: Strata Lot 4 D.L 4751 Group 1 NWD Strata Plan LMS 1248 together with an interest in the common property in proportion to the unit entitlement.
Applicant: Brigitte Loranger Architecture & Planning Ltd.
Zoning: Blueberry Hill Land Use Contract (BB LUC)

Location: 3331 Nighthawk Lane (RZ1086)
Legal Description: Strata Lot 18 D.L 4751 Strata Plan VR2616 together with an interest in the common property in proportion to the unit entitlement
Applicant: Terrance K. Salman
Zoning: Blueberry Hill Land Use Contract (BB LUC)

Location: 3430 Blueberry Drive (RZ1087)
Legal Description: Strata Lot 5 D.L 4751 Strata Plan VR2476 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot
Applicant: Terrance K. Salman
Zoning: Blueberry Hill Land Use Contract (BB LUC)

Location:	3415 Blueberry Drive (RZ1089)
Legal Description:	Strata Lot 1 D.L 4751 Strata Plan VR2580 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot
Applicant:	Brigitte Loranger Architecture & Planning Ltd.
Zoning:	Blueberry Hill Land Use Contract (BB LUC)

Location:	3358 Peak Drive (RZ1092)
Legal Description:	Strata Lot 1 D.L 4751 Group 1 NWD Strata Plan LMS1248 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot
Applicant:	Kat Sullivan A Sc. T. RBD
Zoning:	Blueberry Hill Land Use Contract (BB LUC)

Location:	3341 Peak Drive (RZ1093)
Legal Description:	Strata Lot 5 D.L 4751 Group 1 NWD Strata Plan LMS1248 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot
Applicant:	David McColm, P.Eng.
Zoning:	Blueberry Hill Land Use Contract (BB LUC)

PURPOSE

This report describes the proposed land use contract amendment for the noted subject properties. The owners of the six properties have applied to amend the existing Blueberry Hill Land Use Contract's (BB LUC) gross floor area definition for their properties to replace the existing gross floor area definition in the LUC with the definition in Zoning Bylaw No. 303 with its' excluded floor areas with respect to basements, crawlspaces and void spaces. The six properties are shown on the Location Map attached as Appendix A.

DISCUSSION

Background

On May 12, 2012, Council amended the Zoning Bylaw to permit basement floor areas, defined as 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, to be excluded from the gross floor area calculation for all detached and duplex dwelling unit building types in the municipality. The amendment also eliminated the option for new over-height crawlspaces by covenant, and limited all crawl spaces and void spaces to a maximum height of 1.5 metres.

At that time, Council also supported applying similar floor area exclusions within detached and duplex dwelling unit building types that were not regulated by the Zoning Bylaws, but controlled by other land use regulations (i.e. land use contracts, covenants, etc.) through the appropriate process. This report outlines the process to amend the existing BB LUC for these six properties to achieve this objective.

The applications for 3358, 3345 and 3341 Peak Drive are properties with existing constructed detached homes. There are existing spaces that could be legitimized applying the exclusions from the GFA calculation as permitted under the zoning bylaw.

The applications for 3430 and 3415 Blueberry Drive are properties that are vacant lots. In both of these cases, design concepts could incorporate an excluded basement floor area that would comply with the Zoning Bylaw No. 303 definition for exclusion from the GFA calculation. Therefore, the applicants have applied on behalf of the owners to have the GFA definition in the BB LUC amended so that they can prepare design concepts that would incorporate excluded basement floor area.

The application for 3331 Nighthawk Lane is for the dwelling unit that is one side of an existing duplex at 3329/3331 Nighthawk Lane. The only connection between the two units is a breezeway. The subject unit has an existing crawlspace that could be legitimized applying the GFA exclusions in Zoning Bylaw No. 303.

In addition to the BB LUC regulations, some of these properties also have restrictive covenants regulating how existing over height crawlspaces can be used. Staff will work with the applicants and municipal solicitor to prepare the necessary legal documents to amend or remove these restrictive covenants as appropriate to be consistent with the municipality's zoning bylaw. Staff seeks Council to authorize that the Mayor and Corporate Officer be authorized to execute any necessary legal documents for these applications.

Land Use Contract Amendment Proposal

On November 28, 1983, the existing BB LUC definition for gross floor area (GFA) was adopted by amending bylaw No. 355 and is as follows:

> "gross floor area means the total floor area of all buildings on a parcel or land within the boundaries of a strata plan measured to the outer limits of a building including all areas giving access thereto such as corridors, hallways, landings, foyers, staircases, stairwells, enclosed balconies and mezzanines, enclosed porches or verandas, **but excluding auxiliary parking, unenclosed swimming pools, hot tubs or saunas or sundecks, elevators or ventilating machinery, unenclosed stairwells, balconies, porches, canopies, sun shades, and any other similar features to the extent which such features are permitted in the front, side, and rear setbacks under the Zoning By-law of the Municipality**;…". (Emphasis added by report author)

This means, properties with detached and duplex dwellings regulated by the BB LUC are controlled by this GFA definition and therefore the basement floor area exclusion from the GFA calculation under the Zoning Bylaw No. 303 is not permitted.

The proposed Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014 replaces the current land use contract GFA definition for the subject properties with the following:

> "gross floor area" means gross floor area as defined in Resort Municipality of Whistler Zoning and Parking Bylaw No. 303 as amended from time to time, excluding areas specified in subsection 25.1 of Section 5 of the bylaw as amended from time to time."

This amendment would permit these BB LUC properties to exclude floor areas from the GFA calculation where the floor area is consistent with the Zoning Bylaw No. 303 definition, including basement floor area and redefined over height crawlspaces.

WHISTLER 2020 ANALYSIS

Overall, the proposal supports the Whistler 2020 strategies of built environment, economic and finance.

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Built Environment	Limits to growth are understood and respected.	The building modifications are consistent with Council direction for permitting excluded basement gross floor area for detached and duplex dwelling unit types.
	Building design, construction and operation is characterized by efficiency, durability and flexibility for changing and long-term uses.	
Economic	Locally owned and operated businesses thrive and are encouraged as an essential component of a healthy business mix.	Many local contractors, designers and suppliers benefit from being able to assist property owners to improve their homes.
Finance	Financial principles, practices and tools employed by the municipality effectively and efficiently balance its costs and expenditures.	The fee and rate schedule is based on a cost recovery principle so that the applicant pays for the cost of processing the application.

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
	None	

OTHER POLICY CONSIDERATIONS

Blueberry Hill Land Use Contract

All other BB LUC regulations for these properties concerning building setbacks, height, site coverage, permitted uses, parking requirements, etc. remain in effect. It is the responsibility of the property owners for each property to ensure their proposals comply with these regulations and requirements.

Other registered covenants on title

All registered building schemes, strata bylaws, statutory rights of way, easements, etc. on the properties remain in effect. It is the responsibility of the property owners for each property to ensure their proposals comply with all other registered requirements.

Official Community Plan

Whistler's Official Community Plan Bylaw No. 1021, 1993 (1993 OCP), which is in effect, outlines specific items for review with respect to rezoning applications. The proposed land use contract amendment to amend the gross floor area definition is similar to a rezoning application. A brief summary follows in Table 1. The proposal is consistent with all applicable policies of the OCP.

Table 1: OCP Criteria for Evaluating Proposals for Zoning (LUC) Amendments

OCP Criteria	Comments
Proposals that increase the bed unit capacity of the municipality will only be considered if the development: provides clear and substantial benefits to the resort; is supported by the community in the opinion of Council; will not cause unacceptable impacts on the community, resort or environment; and meets all applicable criteria set out in the OCP.	The proposal does not increase the bed unit capacity.
Capable of being served by Municipal water, sewer and fire protection services.	Yes.
Accessible via the local road system.	Yes.
Comply with Environmental Impact Assessment process in Schedule O.	Per Schedule M and N of the OCP, the site does not have any environmental constraints or development constraints.
Traffic volumes and patterns on Highway 99 and the local road system.	The proposal does not increase the number of units or the parking requirements.
Overall patterns of development of the community and resort	The lands are identified on Schedule B – Development Areas and per Policy 4.1.1, the lands outlined in Schedule B are designated for development of accommodation.
Municipal Finance	Works and service charges will be payable.
Views and Scenery	Building height and setbacks would not change from that permitted under existing zoning.
Existing Community and Recreation Facilities	n/a
Employee Housing	Employee works and service charges are not payable.
Community greenhouse gas emissions	These are either existing dwelling units or approved lots as part of the subdivision within the LUC. Any projected emissions increase for this minor amount of development does not require incorporation of extraordinary measures to minimize and/or mitigate any projected emissions other than adherence to the British Columbia Building Code.
Heritage Resources	n/a
No development will be approved if it would negatively impact a designated Municipal trail system, recreation area, or open space.	No impact.

BUDGET CONSIDERATIONS

Proposed renovations or new construction will be subject to building permit fees at time of building permit application.

All costs associated with staff time for the land use contract amendment application, public hearing, notices, and legal fees will be paid by the applicant and all fees will be required to be paid in full as a condition of adoption of the land use contract amendment bylaw.

COMMUNITY ENGAGEMENT AND CONSULTATION

An information sign is posted on each subject property to allow for public inquires about the applications. A public hearing, which is subject to public notice requirements, is required as part of the statutory process for bylaw consideration and adoption.

Staff has received phone inquiries from other residents and property owners in the Blueberry Hill Land Use Contract seeking clarification of the proposal and/or information on the LUC amendment process for considering similar applications in the future.

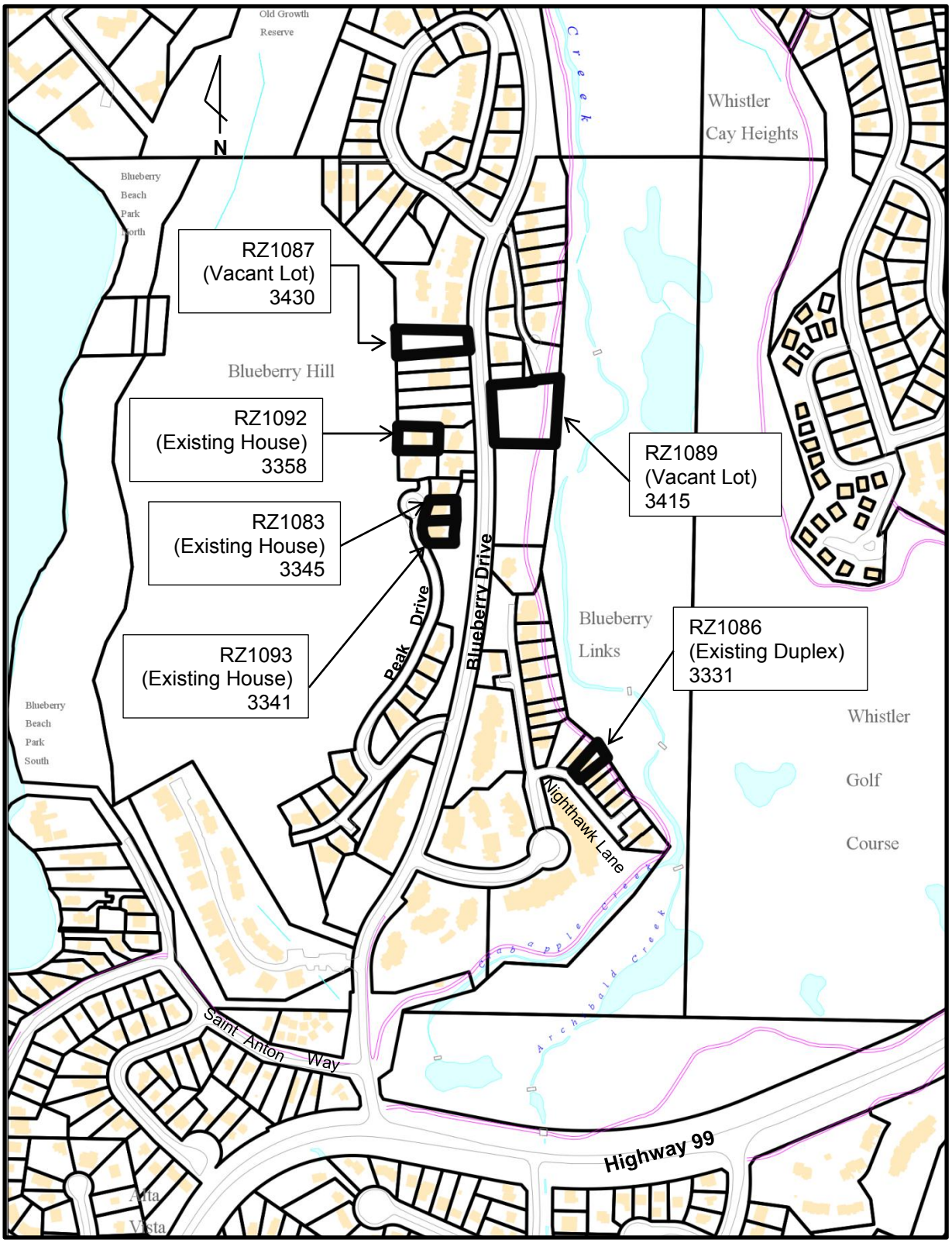
SUMMARY

This report presents Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014 for six land use contract amendment applications located at 3358, 3345 and 3341 Peak Drive, 3430 and 34115 Blueberry Drive and 3331 Nighthawk Lane. The land use contract amendment will create a revised definition for gross floor area for the subject properties to permit excluded basement floor areas from the gross floor area calculation as permitted in other detached and duplex buildings regulated by the Zoning Bylaw No. 303. The report recommends Council consider first and second readings and scheduling of a public hearing.

Respectfully submitted,

Robert Brennan MCIP RPP
PLANNER
for
Jan Jansen
GENERAL MANAGER, RESORT EXPERIENCE

LOCATION MAP
BLUEBERRY LAND USE CONTRACT AMENDMENT APPLICATIONS



WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-087
FROM:	Resort Experience	**FILE:**	RZ1080
SUBJECT:	2010 LONDON LANE – REZONING PROPOSAL TO CHANGE PERMITTED USES		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council endorse further review of Rezoning Application No. 1080; and further,

That Council direct staff to prepare the necessary zoning amendment bylaw for Council consideration.

REFERENCES

Location:	2110 London Lane
Legal Description:	Lot 3 Block A D.L. 7176 Plan 18981
Owner:	London Lane Holdings Inc., Inc. No. BC0976790
Zoning:	CS1 Zone (Commercial Service Station One)
Date of Application:	February 19, 2014
Appendices:	"A" Location Map "B" Site layout with DP1320 (under construction) "C" Traffic study – bunt & associates

NATURE OF REQUEST

The owner of 2010 London Lane has submitted a rezoning application to add Personal Service and limited Sporting Goods Rental and Repair (excluding watercraft related equipment such as kayaks, canoes, paddleboards, etc.) uses, and to delete Service Station, Automobile Repair and Servicing, and Automobile Parts Sales uses from the property.

PURPOSE OF REPORT

This report describes the proposed rezoning and seeks Council's endorsement for further review and preparation of the necessary zoning amendment bylaw for Council consideration.

DISCUSSION

Background

The property is a former Petro-Canada service station facility which has undergone site soil remediation. On February 18, 2014, Council approved Development Permit No. 1320 with variances for issuance for a single storey commercial building, landscaping (including upgrades to the adjacent Valley Trail) and a freestanding sign on site. The building's footprint, relationship to

the street, and total gross floor area (approximately 342 sq.m.) remain as approved by Council in DP1320 and shown in Appendix B attached.

Rezoning Proposal

Rezoning application RZ1080 requests the CS1 zone be amended by adding Personal Services, and limited Sporting Good Rentals and Repair (excluding water craft related equipment such as kayaks, canoes, paddleboards, etc.) and deleting Service Station, Automobile Repair and Servicing, and Automobile Parts Sales uses, to improve the opportunities and flexibilities for tenants in the building over the long term.

The CS1 zone is a zone intended to provide for gasoline service station and convenience commercial uses. The list of permitted uses includes; auto repair and servicing, excluding body repairs; auto parts sales, gasoline service station, laundromat and dry cleaning establishment, restaurant (maximum gross floor area of 90 sq.m) and retail. Although the zone permits various automotive uses and a service station, it does not require that any of these uses be in operation in conjunction with the permitted convenience commercial uses. Therefore, the property owner is constructing a single storey commercial building with all gross floor area for commercial businesses as per the approved drawings in Development Permit No. 1320.

The zoning bylaw definition for a retail use limits a principal use to the <u>sales</u> of retail goods and permits rental and repair uses as auxiliary uses. This is more restrictive than the separate range of businesses that the Zoning Bylaw permits under personal service and sporting goods rental and repair uses specifically referred to in other zones. The applicant is requesting personal service and sporting goods rental and repair uses be added to the CS1 zone as principle uses to provide certainty and improve the opportunities and flexibilities for tenants in the commercial building under construction for the long term.

In February 2014, Council expressed concerns regarding parking access and circulation on site when reviewing the development permit application for the property. Staff requested how the applicant might address these concerns given they are proposing a change in the permitted commercial uses on the property. The applicant amended their initial rezoning application proposal by specifically excluding watercraft rentals (kayak, canoes, paddleboards) to reduce the amount of vehicle traffic on the property with trailers and/or pick up and drop off requirements and eliminating the request to permit a larger portion (120 sq.m) of the approved gross floor area to be used for restaurant use. In addition, on June 23, 2014, the applicant submitted a traffic engineer's report (Bunt & Associates Engineering). The report provides an analysis and recommendations concluding that the 16 parking stall layout can accommodate a combination of the permitted and proposed uses even at peak times (i.e. restaurant use and a sporting goods rental and repair use) and includes diagrams illustrating oversized vehicles (i.e. extended cab and SUVs) maneuvering within the lot. The traffic report is attached as Appendix C for Council's reference.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Economic	Whistler has a diversified and year-round tourism economy. The Whistler economy provides opportunities for achieving competitive return on invested capital. Whistler proactively seizes economic opportunities that are compatible with tourism, and effectively adapts to changing external conditions.	The additional permitted uses in this location would broaden the opportunities for this site to meet these objectives.
Visitor Experience	Communication, travel and services are accessible, seamless and convenient at all phases of visitors' trips, from prior to departure until after returning home.	The additional permitted uses in this location would provide a convenient location for additional services in Whistler Creek.

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
	Not applicable	

OTHER POLICY CONSIDERATIONS

Zoning and Parking Bylaw No. 303

The proposed parking lot meets the Zoning Bylaw requirements for the proposed and permitted uses on site. The proposed parking lot, maneuvering aisle width, stall sizes and loading bay dimensions also comply with the Zoning Bylaw.

There is a second CS1 zoned property in the municipality at 2102 Lake Placid Road (Husky Station) with the operating Husky service station. The proposed amendments to the CS1 zone permitted uses would only apply to the 2010 London Lane property.

In addition, the CS2 zone (Commercial Service Station Two) in Function Junction and the CD1 zone (Comprehensive Development One) in Rainbow neighbourhoods both permit service station use. All three of these sites are access from local roads, but have controlled access to and from the local roads via signalization intersections with Highway 99 at Lake Placid Road, Alpha Lake Road and Crazy Canuck Drive, respectively. These street configurations are better equipped to accommodate a service station use and associated traffic than the unsignalized and limited access intersection for 2010 London Lane.

In 2014, the CD1 zone property in the Rainbow neighbourhood obtained development and building permits and commenced construction of a service station.

Official Community Plan (OCP)

Official Community Plan Bylaw No. 1021, 1993 (1993 OCP) which is in effect, defines Whistler Creek as the secondary focus of commercial, retail and accommodation development in Whistler and the gateway to the Municipality. This property is also designated as "secondary commercial" on Schedule D in the 1993 OCP. Whistler Creek is anchored by the Whistler Mountain Creekside ski base, visitor accommodation, restaurants, retail entertainment, leisure and convenience goods and services servicing adjacent visitor accommodation and residents.

Proposed amendments to permitted uses

The rezoning proposal to add Personal Services and limited Sporting Goods Rental and Repair uses and to delete the Service Station, Automobile Repair and Servicing, and Automobile Parts Sales uses are consistent with the 1993 OCP criteria as outlined in Table 1.

Table 1: OCP Criteria for consideration for amendments to the CS1 Zone

OCP Criteria	Comments
Section 4.3 Commercial Development	
4.3.3 Commercial development will be limited to small amounts of space for local convenience commercial uses, personal service uses, and food and beverage uses associated with commercial accommodation. These uses should be scaled to meet only the needs of the immediate area and should not adversely affect commercial uses in the Whistler Village, Blackcomb Bench, and Whistler Creek areas.	The addition of personal service use and the limited sporting goods rental and repair use would be consistent with the Whistler Creek commercial area designation. The requested deletion of the service station and automotive permitted uses is not inconsistent with the Whistler Creek commercial area designation as there are three other service station locations in the municipality with better controlled access to Highway 99 and there are multiple locations in Function Junction where automotive related uses are permitted.
Section 4.12 Natural Environment	
4.12.8 RMOW will require all development incorporates adequate drainage detention/retention facilities to ensure that there will be no or minimal net increase in downstream runoff.	At building permit stage for DP1320 these measures are monitored by the applicant's engineer responsible for the servicing designs for the building and site layout.
Section 4.13 Evaluating Proposals for Zoning Amendments	
4.13.8 All proposed developments should meet the following conditions: a) Served by Municipal water, sewer and fire protection services b) accessible via local road system c) Comply with all applicable policies of the OCP d) Comply with the Environmental Impact assessment process (Schedule O)	The proposed additional permitted uses are consistent with these conditions. The applicant's traffic engineer volume analysis and site layout shows they will not result in a significant change to traffic volumes for the site or London Lane.

e) evaluated to the satisfaction of the RMOW, to assess impacts on traffic volumes and patterns on Highway 99 and local roads; overall development pattern of the community and resort; views and scenery; community greenhouse gas emissions; and f) exhibit high standards of design, landscaping and environmental sensitivity	
4.13.10 All of section 4.13 is deemed to be advisory in role to staff and Council for evaluating proposed zoning amendments. Council will be guided by the evaluations but is not bound by them.	This analysis is provided in an advisory capacity to staff and Council.

OCP Development Permit Area Guidelines

The approved DP1320 for the development remains unchanged with the requested changes to the permitted uses on site and the design is consistent with the 1993 OCP design guidelines.

Green Building Policy

The Municipality's Green Building Policy provides direction for commitments in respect of green building features for proposed rezoning. As part of the development permit application for DP1320 the applicant submitted a Built Green Multi Checklist addressing site, landscape, energy, water, waste, materials and indoor environment objectives consistent with the municipality's Green Building Policy. The applicant will implement these objectives as applicable with the building currently under construction with their issued building permit.

Works and Services Charges Bylaws

Per Engineering Charging Bylaws 1503, 1504, 1505 and 1506, fees are assessed and collected at time of building permit submission for water, sewer, transportation and recreation works. No additional gross floor area is proposed with RZ1080 rezoning application; therefore the proposal does not generate new charges.

Employee Housing Service Charge Bylaw

Per Employee Housing Service Charge Bylaw No. 1507, the proposal does not generate new gross floor area; therefore the proposal does not generate new employee housing service charge.

BUDGET CONSIDERATIONS

The proposed developments is subject to rezoning application processing fees, building and permit fees and works and services charges.

All costs associated with staff time for the rezoning application, public hearing, notices, and legal fees will be paid by the applicant and all fees will be required to be paid in full as a condition of adoption of the zoning amendment bylaw.

COMMUNITY ENGAGEMENT AND CONSULTATION

The required rezoning application site information sign is posted on the property.

No formal community engagement has been undertaken to date with respect to the application. As this is considered to be a relatively minor proposal with limited negative impacts, a Public Open House is not proposed.

To date, staff and the applicant have received phone calls from nearby residents who are supportive of the elimination of the service station and automotive related permitted uses from the property.

The proposed zoning amendment bylaw will be subject to a public hearing adhering to statutory public notice requirements.

SUMMARY

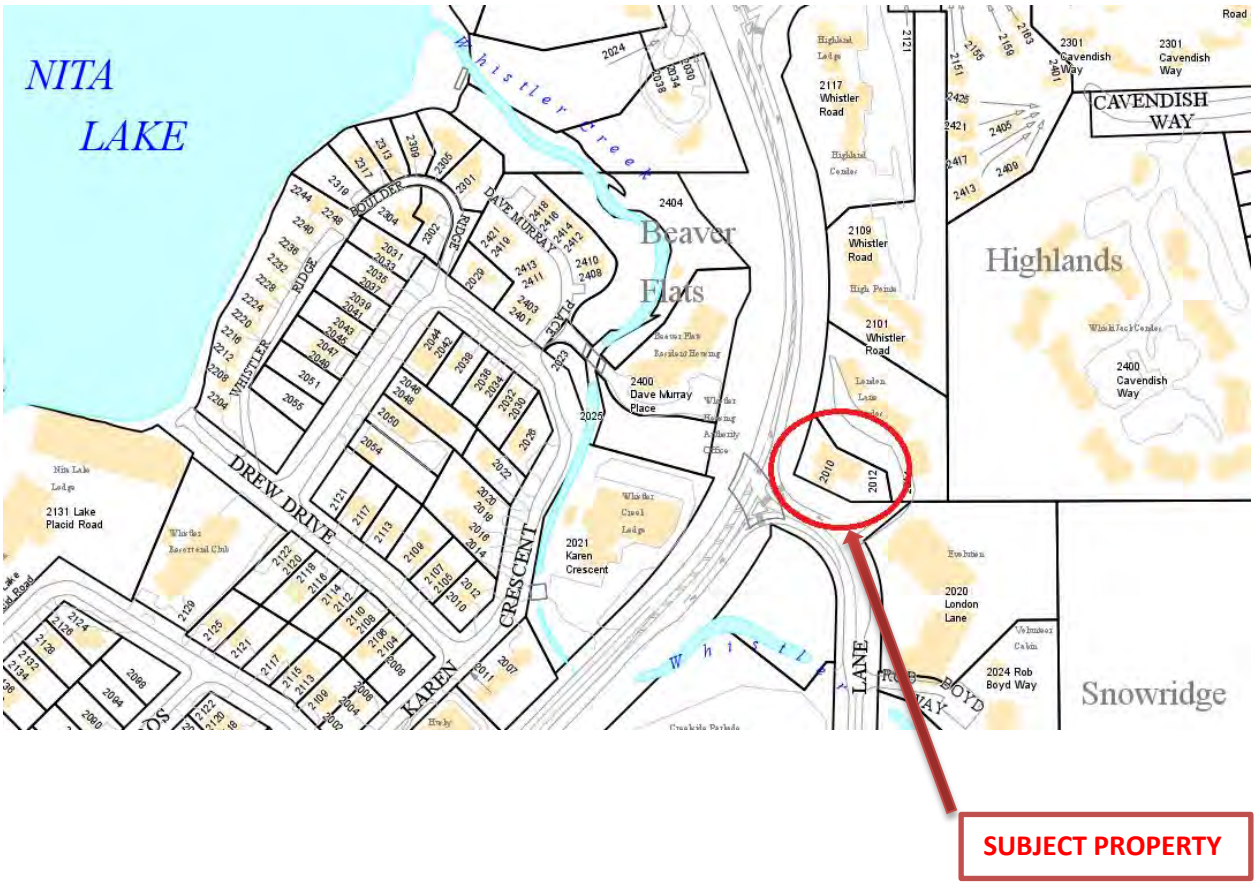
The rezoning proposal is consistent with the OCP Commercial designation for commercial, retail and accommodation development purposes. This report requests authorization to further review the rezoning request and for preparation of a zoning amendment bylaw for Rezoning Application No. 1080: 2010 London Lane.

Respectfully submitted,

Robert Brennan MCIP, RPP
PLANNER
for
Jan Jansen
GENERAL MANAGER, RESORT EXPERIENCE

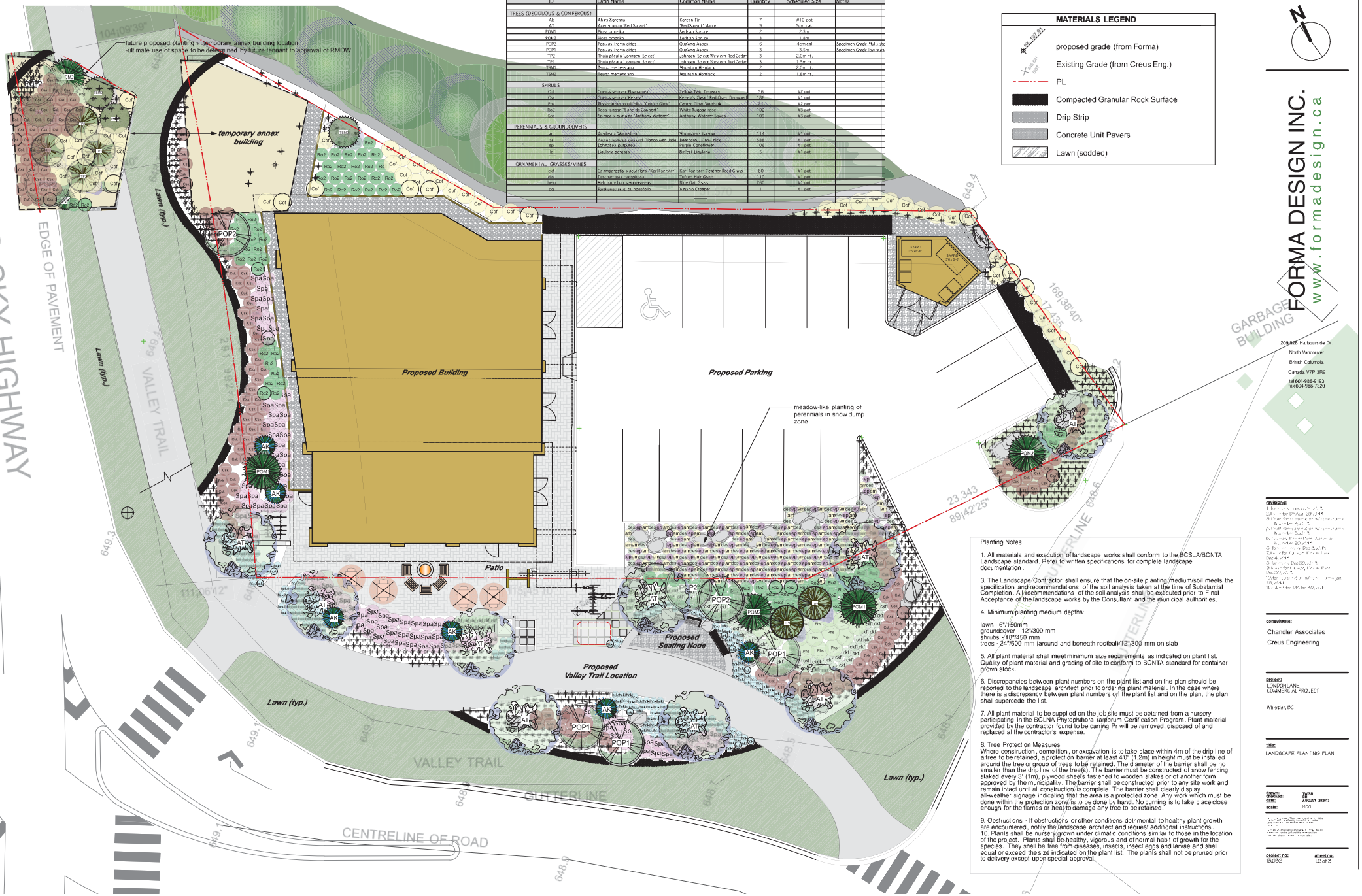
APPENDIX A

LOCATION MAP - 2010 LONDON LANE



APPENDIX B

PLANT LIST					
ID	Latin Name	Common Name	Quantity	Scheduled Size	Notes
TREES (DECIDUOUS & COMFEROUS)					
Ak	Abies Koreana	Korean Fir	7	#10 pot	
AT	Acer rubrum 'Red Sunset'	'Red Sunset' Maple	9	5cm cal	
POM1	Picea omorika	Serbian Spruce	2	2.5m	
POM2	Picea omorika	Serbian Spruce	3	1.8m	
POP2	Populus tremuloides	Quaking Aspen	6	4cm cal	Specimen Grade Multi-ste
POP1	Populus tremuloides	Quaking Aspen	3	3.5m	Specimen Grade low-branc
TP2	Thuja plicata 'Janssen Select'	Janssen Select Western Red Cedar	3	2.0m ht.	
TP1	Thuja plicata 'Janssen Select'	Janssen Select Western Red Cedar	3	1.5m ht.	
TSM1	Tsuga heterophylla	Western Hemlock	2	2.0m ht.	
TSM2	Tsuga heterophylla	Western Hemlock	2	1.8m ht.	
SHRUBS					
Cof	Cornus sericea 'Flaviramea'	Yellow Twig Dogwood	56	#2 pot	
Cok	Cornus sericea 'Kelseyi'	Kelsey's Dwarf Red Osier Dogwood	186	#1 pot	
Phs	Physocarpus opulifolius 'Center Glow'	Center Glow Ninebark	21	#2 pot	
Ro2	Rosa rugosa 'Blanche Double'	White Rugosa rose	200	#3 pot	
Sco	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	109	#3 pot	
PERENNIALS & GROUNDCOVERS					
am	Achillea x 'Moonshine'	Moonshine Yarrow	114	#1 pot	
ar	Arctostaphylos uva-ursi 'Vancouver Jade'	Bearberry, Kinnikinnick	188	#1 pot	
ep	Echinacea purpurea	Purple Coneflower	106	#1 pot	
ld	Liriodoria densiata	Borzoi Liriodoria	5	#1 pot	
ORNAMENTAL GRASSES/VINES					
ckf	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	80	#1 pot	
dgs	Deschampsia cespitosa	Tufted Hair Grass	110	#1 pot	
helo	Helictotrichon sempervirens	Blue Oat Grass	260	#1 pot	
pq	Panicum virgatum cv. heavitallis	Strawn Grasses	1	#1 pot	



Planting Notes

1. All materials and execution of landscape works shall conform to the BCSLA/BCNTA Landscape standard. Refer to written specifications for complete landscape documentation.

3. The Landscape Contractor shall ensure that the on-site planting medium/soil meets the specification and recommendations of the soil analysis taken at the time of Substantial Completion. All recommendations of the soil analysis shall be executed prior to Final Acceptance of the landscape works by the Consultant and the municipal authorities.

4. Minimum planting medium depths:

lawn - 6"/150mm
groundcover - 12"/300 mm
shrubs - 18"/450 mm
trees - 24"/600 mm (around and beneath rootball)/12"/300 mm on slab

5. All plant material shall meet minimum size requirements as indicated on plant list. Quality of plant material and grading of site to conform to BCNTA standard for container grown stock.

6. Discrepancies between plant numbers on the plant list and on the plan should be reported to the landscape architect prior to ordering plant material. In the case where there is a discrepancy between plant numbers on the plant list and on the plan, the plan shall supercede the list.

7. All plant material to be supplied on the job site must be obtained from a nursery participating in the BCLNA Phytophthora ramorum Certification Program. Plant material provided by the contractor found to be carrying Pr will be removed, disposed of and replaced at the contractor's expense.

8. Tree Protection Measures
Where construction, demolition, or excavation is to take place within 4m of the drip line of a tree to be retained, a protection barrier at least 4'0" (1.2m) in height must be installed around the tree or group of trees to be retained. The diameter of the barrier shall be no smaller than the drip line of the tree(s). The barrier must be constructed of snow fencing staked every 3' (1m), plywood sheets fastened to wooden stakes or of another form approved by the municipality. The barrier shall be constructed prior to any site work and remain intact until all construction is complete. The barrier shall clearly display all-weather signage indicating that the area is a protected zone. Any work which must be done within the protection zone is to be done by hand. No burning is to take place close enough for the flames or heat to damage any tree to be retained.

9. Obstructions - If obstructions or other conditions detrimental to healthy plant growth are encountered, notify the landscape architect and request additional instructions.
10. Plants shall be nursery grown under climatic conditions similar to those in the location of the project. Plants shall be healthy, vigorous and of normal habit of growth for the species. They shall be free from diseases, insects, insect eggs and larvae and shall equal or exceed the size indicated on the plant list. The plants shall not be pruned prior to delivery except upon special approval.

revisions:
1. for [illegible] 2. [illegible] for DP Aug. 29, 2013
3. [illegible] for [illegible] Nov 4, 2013
4. [illegible] for [illegible] Nov 8, 2013
5. [illegible] for [illegible] Nov 20, 2013
6. for [illegible] Dec 3, 2013
7. [illegible] for [illegible] Dec 4, 2013
8. for [illegible] Dec 30, 2013
9. [illegible] for [illegible] Dec 30, 2013
10. for [illegible] Jan 20, 2014
11 - 4 - 1 for DP Jan 30, 2014

consultants:
Chandler Associates
Creus Engineering

project:
LONDONLANE
COMMERCIAL PROJECT
Whistler, BC

title:
LANDSCAPE PLANTING PLAN

drawn: TWSR
checked: JB
date: AUGUST 29/2013
scale: 1:100

project no: 13.032
sheet no: L2 of 3

APPENDIX C

bunt & associates

June 20th, 2014
4148.17

Stephen Knight
Sitings Realty Inc.
Suite 1595, 650 West Georgia Street
PO Box 11592
Vancouver, BC V6B 4N8

Dear Stephen:

Re: 2010 London Lane Commercial Development, Whistler, BC
Transportation Assessment

Bunt & Associates Engineering (B.C) Ltd. has completed a Transportation Assessment for the proposed commercial development at 2010 London Lane in the Creekside area of Whistler, BC. A summary of our findings is presented in the following report.

Key transportation components of this study included understanding the peak season worst case conditions for both traffic and parking generation, and loading vehicle access to ensure that the site layout and access from London Lane will be able to function to meet the needs of the development.

We trust that this information will be of assistance to you. Please do not hesitate to call should you have any questions.

Sincerely,
Bunt & Associates

Tyler Thomson, M.Urb, PTP
Transportation Planner

Peter Joyce, P.Eng.
Principal

1. INTRODUCTION

London Lane Holdings Inc. is proposing to redevelop the former Petro Canada service station located at 2010 London Lane in Whistler, BC into a 3,618 square foot commercial development. ***Exhibit 1.1*** illustrates the site location in the context of the surrounding street network, while ***Exhibit 1.2*** highlights the study area immediately adjacent to the site.

The development would consist of 3-4 small commercial retail units (CRU's) in a single storey building along with 16 surface parking spaces, and a single loading space. Driveway access will be provided off of the London Lane access road connecting to London Lane. The frontage of the site along London Lane will be landscaped and provide an extension of the existing Valley Trail multi-use path around this corner from Highway 99 into the Creekside neighbourhood.

The municipality requires that the rezoning application for the proposed development include a traffic study to specifically identify the expected traffic and parking conditions anticipated with the proposed mix of commercial uses. The plan for the project is for the new building to include a small cafe (approximately 970 square feet) and commercial retail space totaling approximately 2,720 square feet that could potentially be used for general retail use, professional services businesses, and/or a sporting goods rental and repair business in either 2 or 3 other CRU's.

It is our understanding that the specific traffic concern with the proposed redevelopment is the suitability of the planned parking area with a single driveway access to handle the type of traffic that potentially could be generated by the possible mix of future tenants during peak season worst case conditions. Further, the Resort Municipality of Whistler (RMOW) is also concerned with the size of the vehicles that would be using the parking and whether they could be accommodated with the proposed layout.

The following section provides an overview of the existing conditions in the vicinity of the site including traffic operations at the intersection of London Lane and the site access road.

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Exhibit 1.1

Site Location

London Lane Commercial Development, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

S:\PROJECTS\Tyler\4991-01 London Lane TIA\7.0 Deliverables\7.1 Draft Reports\Graphics

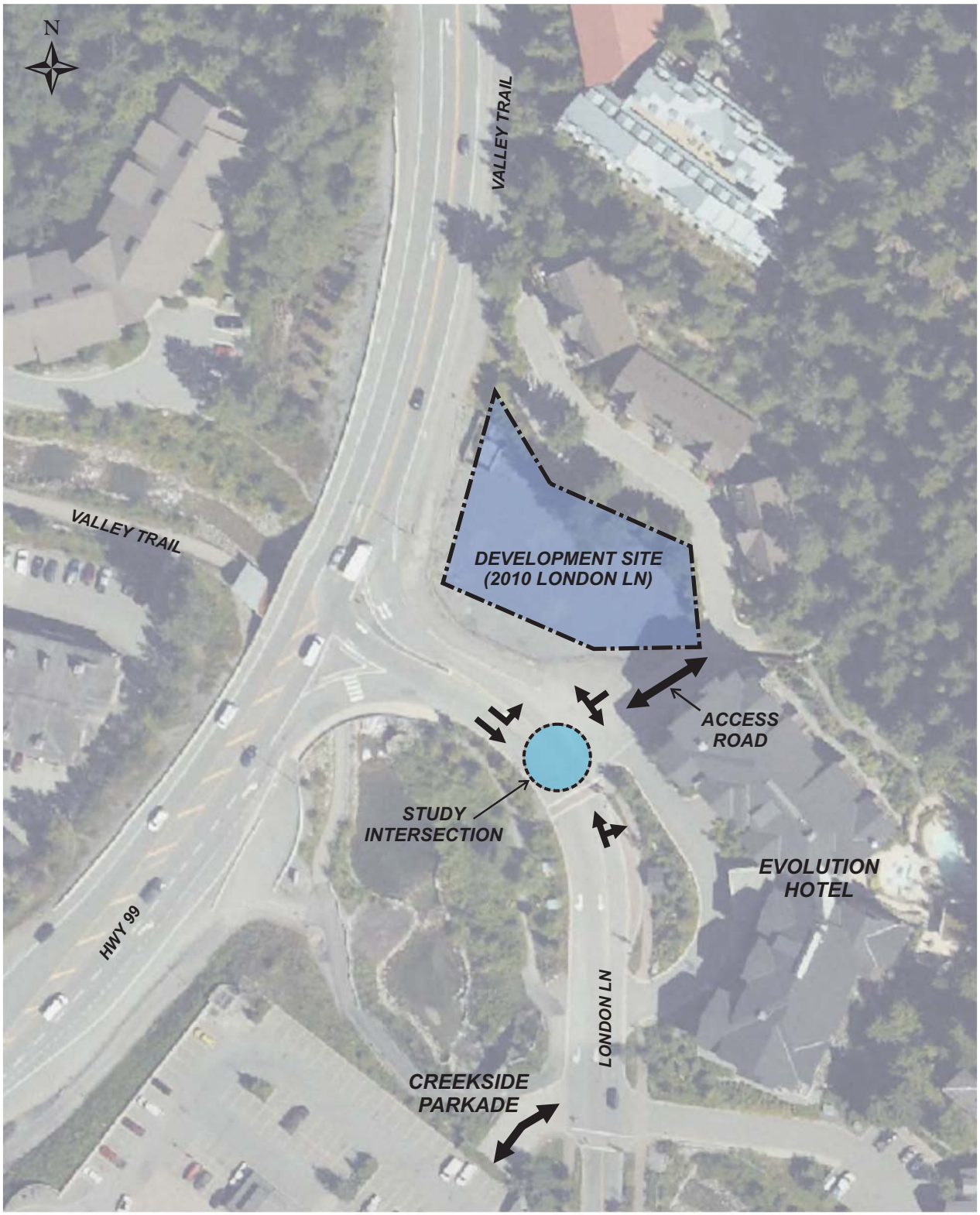

Exhibit 1.2
Study Area

London Lane Commercial Development, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

2. EXISTING CONDITIONS

2.1 Context

The proposed 2010 London Lane commercial development is located on the site of the former Petro Canada gas station at the northeast corner of the intersection of London Lane and Highway 99. The gas station has been closed for a number of years and the site has remained vacant for site remediation purposes, but is now suitable for redevelopment.

The site is adjacent to a small townhouse complex to the north, and the Evolution hotel to the east, and would share the same access point from London Lane as these adjacent land uses. The Creekside Village offering a number of shops and services, and the Creekside Parkade (1,260 stalls) are located to the south of the site across London Lane, while the base of Whistler Mountain is located just to the east of the development site.

The local context is important to understanding the estimated trip generation for the site which is presented later in Section 4, given the proximity of the site to the Creekside Parkade and other amenities. ***Exhibit 2.1*** shows the proximity of the development site to the Creekside Parkade and the base of Whistler Mountain as well as connections between the site and these local amenities.

2.2 Street network

2.2.1 Highway 99

Highway 99, also known as the Sea to Sky Highway, is a provincial highway connecting Whistler with Squamish and Vancouver to the south and north to Pemberton and beyond to Highway 97. It runs north-south through Whistler and acts as the key arterial for the community. It provides a connection to the development site via London Lane.

In the vicinity of the site, the highway is generally two lanes with paved shoulder bike lanes plus turn lanes at major intersections, no parking on either side, and a posted speed limit of 60 km/h. The Valley Trail is a paved multi-use path that runs parallel to Highway 99 on the east side next to the site.

2.2.2 London Lane

London Lane is a collector road running east-west on the south side of the site and which forms a crescent shaped loop back around to Highway 99 at Lake Placid Road to the south where there is a signalized intersection. It is a two lane roadway plus turn lanes at strategic locations with no parking on either side and with a speed limit of 50 km/h.

There are sidewalks generally on both sides of the road except along the site frontage where the Valley Trail takes the place of a sidewalk also providing for cyclists. There are bus bays located on

both sides of the road, and textured pedestrian crosswalks at high pedestrian volume locations such as at the Creekside Parkade entrance, and connection to the Valley Trail.

The intersection with Highway 99 is unsignalized and allows for inbound movements from the north and the south, while outbound movements are restricted to the north only. Outbound movements destined to the south must access Highway 99 to the south via the signal at Lake Placid Road.

2.2.3 London Lane Access Road

The site access road on London Lane, located between Rob Boyd Way and Highway 99, provides local access to a townhouse complex (2014 London Lane) adjacent to the site on the north side, as well as to Evolution Hotel's porte cochere/driveway, parkade, and loading facilities. It is approximately 9m wide with no sidewalks and, it will also provide access between the development site and London Lane.

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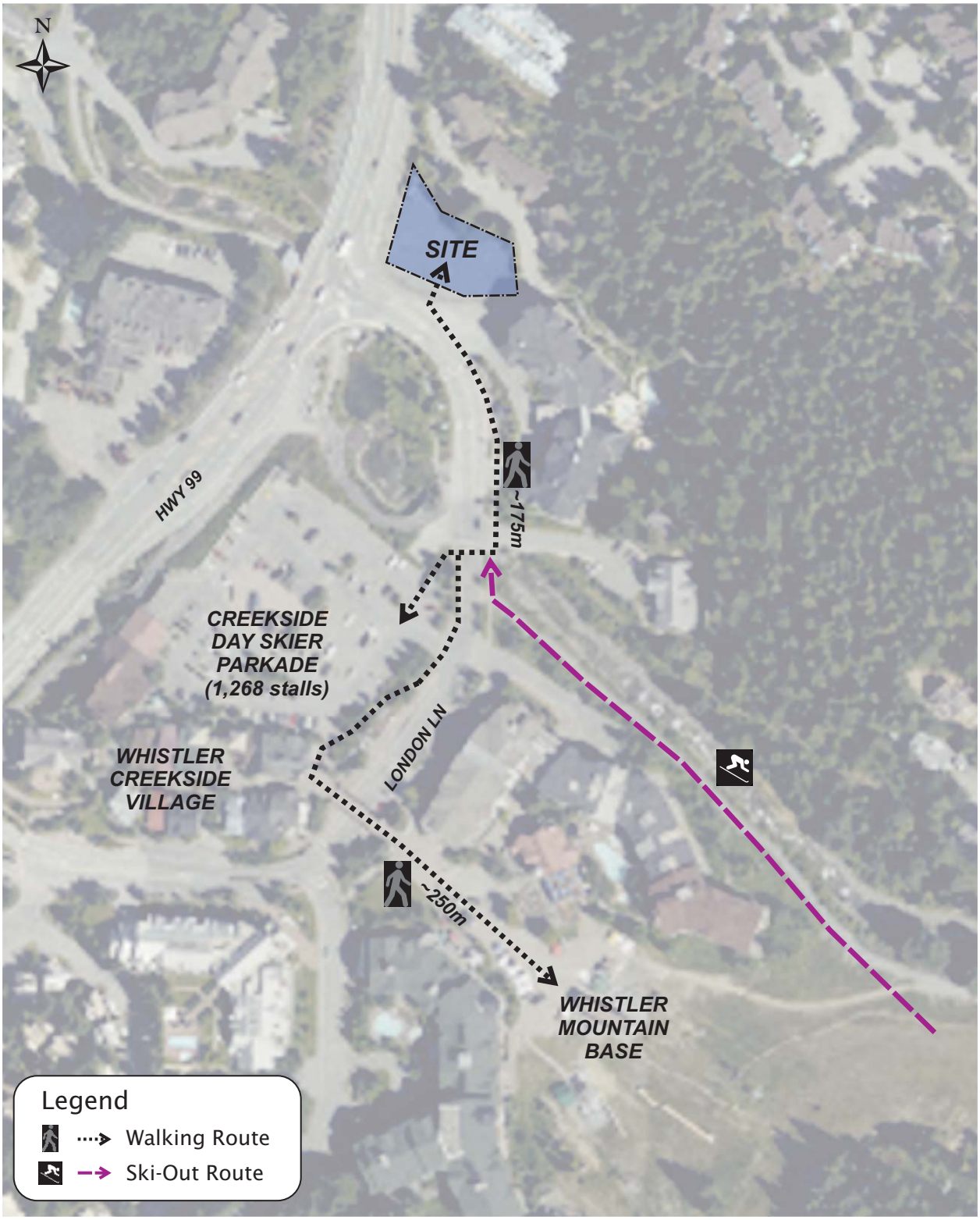


Exhibit 2.1

Local Context/Site Connections

London Lane Commercial Development, Whistler, BC
4991.01 June 2014 Scale NTS

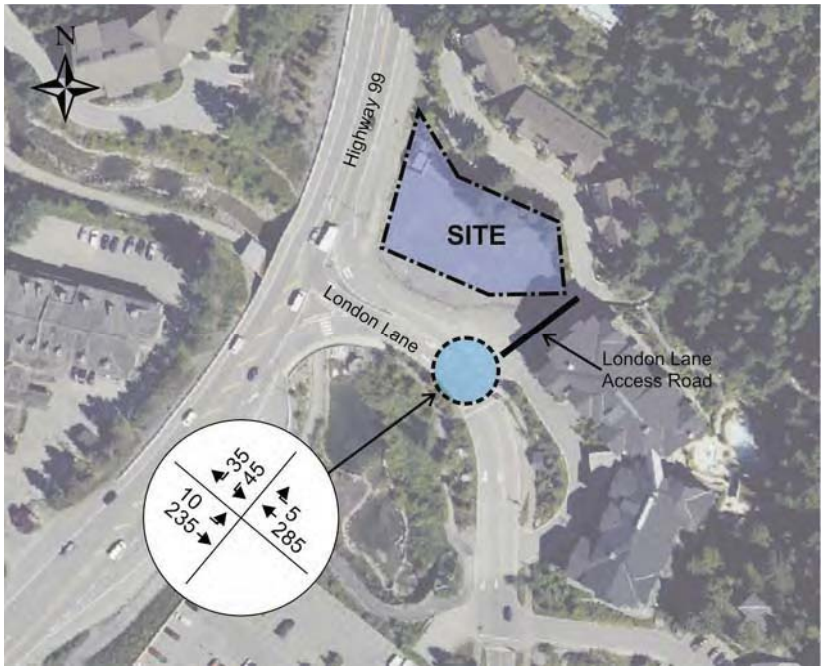
bunt & associates

2.3 Existing Traffic Conditions

Bunt conducted a traffic data collection program at the existing London Lane and site access road on Saturday May 24, 2014 and Thursday June 5th, 2014 to evaluate the existing peak hour traffic conditions. Based on these counts it was determined that the higher traffic volume condition was the Saturday afternoon peak hour.

Since the traffic counts were conducted during the summer (May / June), traffic volumes were adjusted based on seasonal factors to account for a typical winter day, where trip volumes tend to be considerably higher. To estimate the base winter intersection volumes, the existing counts were factored using previous counts conducted in March 2007, on a typical winter day. Figure 1 summarizes the traffic volumes for the existing Saturday afternoon peak hour.

Figure 1: Existing Saturday – Estimated Peak Hour Volumes



2.3.1 Existing Traffic Operations

The traffic operations at individual intersections were analyzed using Synchro 8.0 traffic simulation software. This software is consistent with the procedures and assumptions of the Highway Capacity Manual 2000 (HCM 2000) and provides operational output information related to intersection capacity (a "V/C" or Volume-to-Capacity ratio), delay (average seconds of delay per vehicle which corresponds to a Level of Service (LOS), a delay-based indicator), and 95th percentile queue lengths. Level of Service is a qualitative measure based on intersection delay and ranges from LOS A (excellent operations, low V/C ratio, low average delay) and LOS F (significant

congestion, volume is close to or exceeds theoretical capacity, average delay is high; drivers have to wait one or more signal cycles to pass through the intersection).

Appendix A (provided with the electronic copy of the report only) contains all the detailed Synchro output reports undertaken in this analysis.

Table 2.1 summarizes existing peak hour traffic operations for the Saturday peak periods.

Table 2.1. Existing Saturday Peak Hour Traffic Analysis Results

Movement	Existing Saturday Peak Hour			
	LOS	v/c	Delay (s)	95th Percentile Queue (m)
EBL T	A	0.01	1.0	0.2
EBT	A	0.10	0.0	0
WBTR	A	0.19	0.0	0
SBL R	B	0.14	12.3	3.8

Based on the Synchro analysis of existing Saturday traffic conditions, overall levels of service are acceptable, with all movements well within capacity. The 95th percentile queues are also within the available storage lengths with all movements clearing within acceptable delays.

2.4 Sustainable Transportation Access

To understand the overall accessibility of the site, it is important to know the local pedestrian and bicycle connections, as well as transit connections nearby. This will give an indication of the potential opportunities for accessing the site by sustainable modes of transportation.

With Whistler's winter climate, walking and cycling are not always feasible options for commuting, and therefore it is expected to form a relatively small component of the trips to/from the site for some of the site's proposed uses (i.e. tourism/activity centre). However, with the close proximity of the Creekside parkade, it is expected that a significant component of employees/visitors to the site will walk to/from the parkade where they can park for the day. Also with two bus routes providing service nearby, it will be feasible to employees/visitors to the site to use public transit.

2.4.1 Pedestrian and Bicycle Connections

While there are sidewalks located intermittently near the site where needed, and paved shoulder bike lanes on Highway 99, the key pedestrian and bicycle connections in the area are the multi-use pathway network.

The Valley and Sea to Sky Trails form a network of mostly paved multi-use pathways throughout Whistler connecting all the way from Function Junction in the South to Emerald Estates in the North.

The Valley Trail is located on the west side of the site where it connects to Whistler Road to the north and wraps around the south of the site connecting with a branch that runs alongside Highway 99, as well as a branch which connects to the Sea to Sky Trail at Nita Lake to the west. These trails are generally two-way and accommodate for both pedestrians and cyclists.

The trail systems are used as recreational routes, particularly with tourists during summer months, but with connections to key destinations throughout Whistler they also serve as commuting routes. Some of the trails are used for cross-country skiing in winter.

2.4.2 Transit Network

Two bus routes provide transit service near the site with bus stops located on the north side of London Lane in front of Evolution Hotel, and on the west side of London Lane at the pedestrian overpass. The #1 Valley Connector, which connects between Cheakamus Crossing/Function Junction in the south and Alpine Meadows/Emerald Estates in the north, and #2 Whistler Creek/Cheakamus, which provides service between Cheakamus Crossing/Function Junction and the Whistler Village gondola transit exchange both provide transit service to the site on London Lane. **Table 2.2** summarizes these routes and their frequency below.

Table 2.2: Transit Service Frequency

Route	Service Frequency by Direction (mins)		
	AM	Mid-Day	PM
#1 Valley Connector	26-34	24-36	30
#2 Whistler Creek/Cheakamus	varies ~ 30-40	~60	~30

Note: these service frequencies are according the to existing information available on BC Transit's website for April 22, 2014 to November 14, 2014 which is considered the off-season

As shown, these routes provide medium-frequency service to the site on a daily basis (including weekends) during the off-season, and provide generally provide coverage throughout the day when combined. Service frequencies will tend to increase during the winter months when the ski season is in full effect.

3. PROPOSED DEVELOPMENT

2010 London Lane is a proposed commercial development at the former Petro Canada gas station site in the Creekside area in Whistler, BC. It will consist of a single storey building totaling approximately 3,700 ft^2 with 3-4 small format commercial retail units (CRUs) with a variety of land uses proposed ranging from coffee shop to personal service uses. The proposed development plan is highlighted in ***Exhibit 3.1***.

The following list outlines the potential land uses being considered for the development, while the floor area breakdown and anticipated customer profiles are summarized in **Table 3.1**. This information will be used to estimate the vehicle trips that are expected to be generated by the site in Section 4.

- Coffee shop/small café, or fast food restaurant;
- Ski rental shop, or sporting goods store; and,
- Personal service (i.e. Tourism/Activity Centre, Central Check-In Centre, Walk-in bank)

For the purpose of this analysis, the assumed land use selected for the "Personal Service" was the walk-in bank as it represents the highest traffic generator compared to other uses.

Table 3.1: Proposed Land Uses and Customer Profiles

Land Use	Size	Customer Profile
Coffee Shop/Small Café/Fast Food Restaurant	968 ft^2	Locals, commuters, Vancouver day trippers, other visitors
Ski Rental Shop / Sporting Goods Store	1,720 ft^2	Locals, Vancouver day trippers, other visitors
Personal Service*	1,00 ft^2	Locals, Vancouver day trippers, other visitors
Total	**3,688 ft^2**	-

*Note: no tenant signed at this time, could be any personal service use (i.e. barber shop/salon, dry-cleaning, travel agency, bank etc.)

With the range of land uses being considered for the site, the above indicates the anticipated customer profiles for each of the uses. Generally, it is expected that there will be a mix of locals and commuters as well as day-trippers from Vancouver and the Lower Mainland, as well as other visitors from abroad who may be staying in the local area.

It should be noted that tenants have not yet been secured for all of the available CRUs and therefore the mix of uses could change slightly, however, the customer profiles are expected to remain similar to those described above.

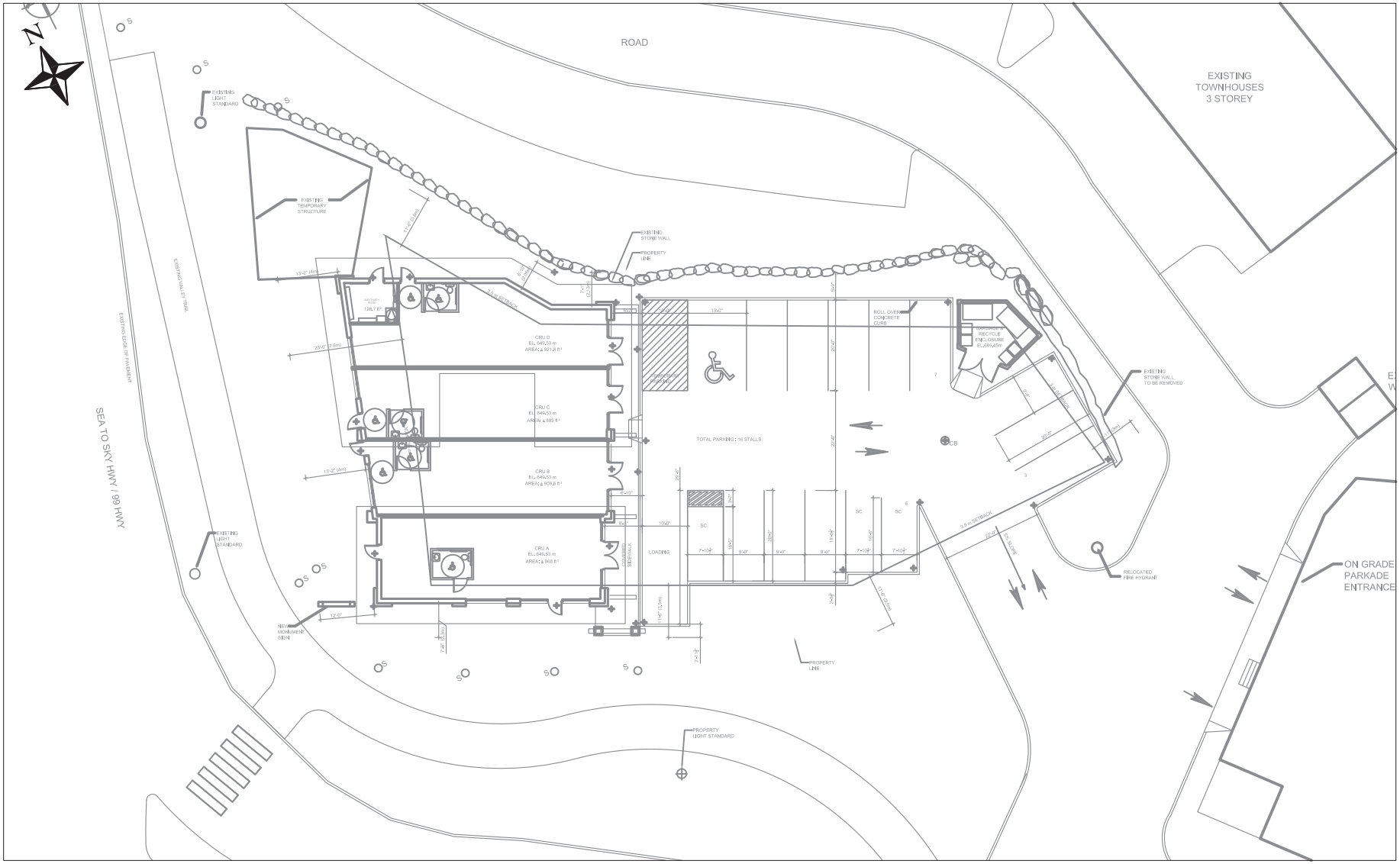


Exhibit 3.1

Proposed Development Plan

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

4. FUTURE TRAFFIC OPERATIONS

4.1 Trip Generation Assumptions

The trip generation estimates for the proposed development were based on the recommended rates provided by the Institute of Transportation Engineers (ITE) Trip Generation Manual (9th Edition) and other studies conducted by Bunt for similar sites.

The ITE Trip Generation Manual Land Use 936 – Coffee/Donut Shop Without Drive Thru Window suggests a rate of 64.21 trips per hour for the weekday morning peak hour, and 65.96 trips per hour for the Weekend peak hour. This land use was selected as it is considered a very conservative trip generation rate for a coffee shop use.

For the proposed sporting goods and ski rental shop, the rate applied was the ITE Land Use 826 – Specialty Retail Centre which is 6.84 trips per hour for the weekday morning peak and 42.04 trips per hour for the Saturday peak. These rates are consistent with the expected travel patterns for ski rental shops, where the afternoon turn-over of customers is very high for rental returns.

As mentioned in Section 3, the tenant type for the personal service category has not yet been determined, and so a variety of other potential land use types were considered in the review of the trip generation rates. The following lists the permitted uses under the Personal Services category:

- Barber shop or beauty salon
- Dry cleaning
- Electrical appliance repair
- Financial institution
- Photography studio
- Shoe repair
- Ticket, travel and/or insurance agency
- Pet shop or pet grooming
- Medical or dental office

For the purposes of this analysis, the use with the highest trip generation was selected to account for the worst case scenario. The service type with the highest generation during the Saturday afternoon peak is the Ticketing / Tourism centre.

Bunt conducted observations at another tourism/activity centre (Squamish Adventure Centre) along the Sea to Sky corridor and the rate observed was approximately 10.34 trips per hour per 1,000 ft^2 of development at peak periods. **Table 4.1** summarizes the trip generation rates chosen for the morning and Saturday peak traffic periods.

Since existing traffic numbers (as described in section 2) and trip generation rates for the AM are about 40% lower than the Saturday, the analysis of future conditions focuses on the Saturday peak hour traffic.

Table 4.1: Trip Generation Rates

Land Use	Size (ft^2)	Saturday Peak Hour		
		In	Out	Tot-al
Coffee Shop	968	31.67	34.30	65.96
Sporting Goods/Ski Rental	1,720	21.02	21.02	42.04
Personal Service* (Activity/Tourism Centre)	1,000	5.17	5.17	10.34
Total	**3,688**	-	-	-

*Note – the personal service category has been considered with a variety of land use types as a tenant has yet to be determined for this space. The tourism/activity centre use has been selected to be conservative for analysis purposes as it generates the highest level of vehicle trips and/or has a longer duration of stay than the other uses considered.

Given the land use combination proposed for the site, some level of internalization and/or linked trips is expected. A 30% internal capture/trip reduction was assumed for the total trips. This reduction accounts for the following:

- Local Creekside residents accessing these uses;
- Customers that arrive and park their cars off-site (Creekside parkade located across the street);
- Linked trips that are double counted (i.e. customers renting equipment and buying coffee); and,
- Proximity of the site to base of Whistler Mountain (easy to ski/walk between the mountain and the site).

Exhibit 2.1 shown previously highlighted the local context and accessibility of the site to/from Whistler Mountain which helps demonstrate some of these points. **Table 4.2** summarizes the trip generation volumes for the morning and Saturday Peak hour conditions.

Table 4.2: Vehicle Trips Generation for the Saturday Peak hour

Land Use	Size (ft²)	Saturday Peak Hour		
		In	Out	Tot-al
Coffee Shop	968	31	33	64
Sporting Goods/ Ski Rental Shop	1,720	36	36	72
Personal Service (Tourism/Activity Centre)	1,000	5	5	10
Sub-Total	-	**72**	**74**	**146**
Internal Reduction	-	**21**	**22**	**43**
Total	**3,688**	**51**	**52**	**103**

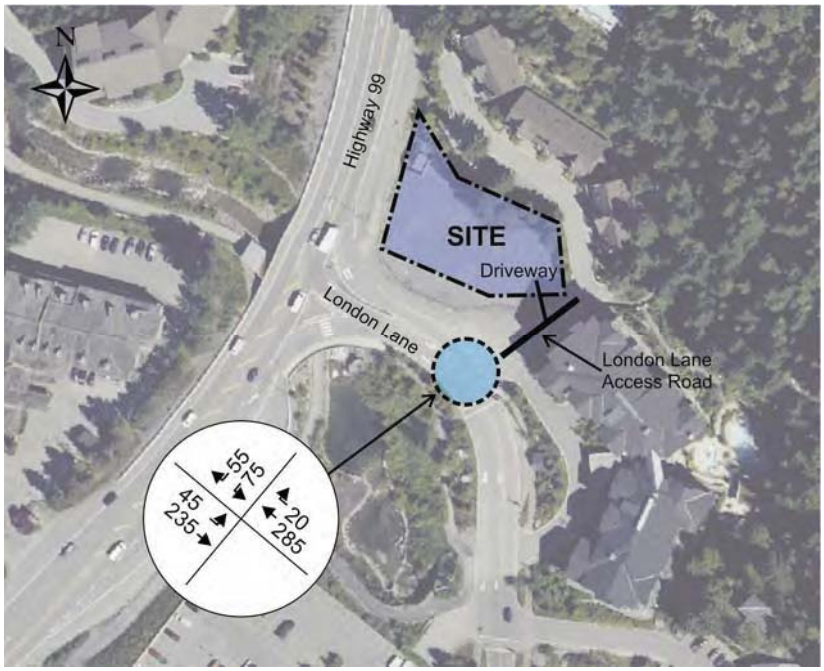
For the site is expected to generate .a net total of 100-105 vehicles per hour during the Saturday afternoon peak traffic period, or on average between 1-2 vehicles per minute of combined inbound and outbound trips.

4.2 Opening Day Traffic

Following the trip generation volume estimates, the total traffic volumes were calculated by superimposing the estimated site traffic volumes to the existing background traffic. Typically, the background traffic volume numbers are increased by a growth factor to account for future development growth in the area. However, Creekside is not expected to experience considerable development growth, other than the proposed site.

Figure 2 illustrates the total future traffic at the intersection of London Lane and the London Lane access road to the site.

Figure 2 – Total Future Saturday Peak Hour Traffic



4.3 Traffic Impact of Proposed Development

Total future traffic operations at London Lane & Site Access Road were analyzed using the Synchro software package. **Table 4.3** summarizes the results for the Total Future Traffic operations for the Saturday peak hour.

Table 4.3 Future Total Saturday Peak Hour Traffic Operation Results

Movement	Existing Saturday Peak Hour			
	LOS	v/c	Delay (s)	95th Percentile Queue (m)
EBL T	A	0.04	3.1	0.9
EBT	A	0.10	0.0	0
WBTR	A	0.20	0.0	0
SBL R	B	0.27	14.4	8.2

Based on the Synchro operation results, the London Lane & Site Access Road intersection is expected to operate within acceptable capacity and delay thresholds. The southbound (outbound) movements will operate well within capacity with no substantial queuing (about 8.2m which is approximately one vehicle in length).

5. PARKING AND LOADING REVIEW

This section reviews the Resort Municipality of Whistler's (RMOW) parking, and loading requirements for commercial developments based on its Zoning Bylaw. Further, it provides an analysis of the anticipated parking turnover for the site to indicate whether the proposed parking supply will meet the expected demand.

5.1 Vehicle Parking Requirement

The parking required for the proposed land uses is summarized in **Table 5.1** as per the RMOW's Zoning Bylaw.

Table 5.1: Resort Municipality of Whistler Parking Requirements

Land Use	Size (ft^2)	Size (m^2)	Bylaw Rate	Required Parking Spaces
Coffee Shop	**968**	89.9	5 spaces per 100 m^2 of GFA	5
Sporting Goods/Ski Rental	**1,720**	160	4 spaces per 100 m^2 of GFA	7
Personal Service (Tourism/Activity Centre)	**1,000**	92.9	4 spaces per 100 m^2 of GFA	4
Total	**3,688**	**342.6**	-	**16**

As shown, the proposed development is required to provide a total of 16 parking spaces. The development plan is proposing to provide the required number of spaces as per the Zoning Bylaw. However, it should be noted that one of the parking spaces has been indicated as "temporary parking" and is required in order for loading vehicles to access the proposed loading space on site. Therefore, the temporary parking spaces use will likely need to be restricted to certain times of day in order to accommodate the loading needs for the site. This is discussed further in Section 6.1 with the vehicle turning path analysis.

5.2 Vehicle Parking Turnover Analysis

To ensure that the proposed parking supply will be sufficient to meet the needs of the development, a parking turnover analysis is presented demonstrating the anticipated level of demand for the site based on the vehicle trips generated by the development.

Based on the level of traffic estimated to be generated by the site during peak season worst case conditions (Section 4), and knowing the number of parking stalls proposed for the site, it is possible to conduct a parking turnover analysis to assess whether the amount of parking proposed will meet the expected demand.

Given the proposed land uses for the site, and based on Bunt's previous experience and anecdotal information regarding typical lengths of stay for these land uses, **Table 5.2** demonstrates the parking demand expected for the site.

Table 5.2: Saturday Peak Hour Parking Turnover Summary

Land Use	Vehicles Entering Parking Lot	Average Length of Stay (mins)	Turnover Rate (# of Times)	Parking Demand (# of Stalls)
Coffee Shop	22	5	12	2
Sporting Goods/Ski Rental	25	30	2	13
Personal Service* (Tourism/Activity Centre)	4	15	4	1
			Parking Demand	**16**

*Note - As with trip generation rates, the tourism/personal service land use was selected to provide a conservative analysis for parking turnover in the lot.

As shown, with the proposed combination of land uses for the development and the expected parking turnover associated with these uses, it is expected that there will be a total parking demand of 16 stalls during the Saturday peak hour period at peak season. With a proposed parking supply of 16 stalls, this indicates that the supply would meet the expected demand at peak times.

A sensitivity test was conducted which took into consideration the possibility of other personal service land uses in place of the tourism/activity centre which typically have longer lengths of stay (i.e. medical/dental office, bank). However, it was found that while these uses had longer lengths of stay (i.e. around 30-45 minutes as compared to 15 minutes for the tourism/activity centre) their lower trip generation rates equated to similar parking demands as the tourism/activity centre.

5.3 Probability of Concurrent Vehicle Movements

To address RMOW's concerns with regards to on-site maneuverability and parking turnover in the parking area, a probability analysis of concurrent vehicle movements occurring in the parking area (i.e. given the expected number of vehicles entering and exiting the parking lot) was conducted.

The Poisson distribution was utilized to model the random arrival/departure patterns of vehicles in the parking area based on the number of vehicles entering and exiting the site's parking area during the Saturday peak hour (from Section 4) and a summary of the results are presented in **Table 5.3**.

Table 5.3: Poisson Distribution of Vehicles Arriving/Departing Parking Area

Event	Probability
1 vehicle in, 1 vehicle out	13.24%
1 vehicle in, 2 vehicles out	5.74%
2 vehicles in, 1 vehicle out	5.62%
2 vehicles in, 2 vehicles out	2.44%
1 vehicle in, 3 vehicles out	1.66%
3 vehicles in, 1 vehicle out	1.59%
2 vehicles in, 3 vehicles out	0.70%
3 vehicles in, 2 vehicles out	0.69%
4 vehicles in, 1 vehicle out	0.34%
Total	**32.51%**

From Table 5.3, with on average fewer than one vehicle per minute either entering or exiting this parking lot during the Saturday afternoon peak hour, for about two-thirds of the time there would be one or fewer vehicles moving in the parking lot area. The movement of two or three vehicles at the same time is considerably less likely and four or more vehicles moving at once less likely still.

Overall, there is about a 32% chance of more than one vehicle moving in the vehicle at any given time. Based on this, and understanding the parking turnover expected within the parking area during peak times, there are no maneuverability issues anticipated with proposed parking layout.

5.4 Loading Requirement

The number of loading spaces required for the development plan's proposed land uses is summarized in **Table 5.4** based on the RMOW's Zoning Bylaw.

Table 5.4: Resort Municipality of Whistler Loading Requirements

Land Use	Size (ft^2)	Size (m^2)	Bylaw Rate	Required Loading
Coffee Shop	**968**	89.9	1 space per 1,400 m^2 of GFA	0
Sporting Goods/Ski Rental	**1,720**	160	1 space per 1,400 m^2 of GFA	0
Personal Service (Tourism/Activity Centre)	**1,000**	92.9	None required	0
Total	**3,688**	**342.6**	-	**1***

*Note – as per Section 6 – 2.3 of the Zoning Bylaw, in no case shall less than one space be provided.

Table 5.4 highlights that while individually these land uses do not require a loading space, as spelled out in Section 6 – 2.3 of the Zoning Bylaw, in no case shall less than one space be provided. Based on this, a single loading space is required for the development, and this is being met with the proposed development plan. On-site vehicle maneuverability associated with the loading is reviewed in Section 6.

6. SITE LAYOUT REVIEW

In order to address the RMOW's concerns with regards to on-site vehicle maneuverability and the ability of the expected vehicles to access the parking as arranged on the development plan, a vehicle turning path analysis was conducted using Transoft's AutoTURN vehicle path simulation software. The following briefly summarizes the findings from this analysis, which are included graphically in **Appendix B**.

6.1 Vehicle Turning Path Analysis

Table 6.1 outlines the vehicle types and scenarios that were tested with the turning path analysis along with the Appendix reference number.

Table 6.1: Turning Path Analysis Summary

Vehicle Type	Turn Path Scenario	Appendix Reference
Extended Cargo Van	Accessing loading space	Appendix B1
Ford F-150 Supercab Long-Box	Accessing regular parking spaces	Appendix B2
	Exiting regular parking spaces	Appendix B3
	Passing at site driveway	Appendix B6
	Accessing angled stall	Appendix B7
Passenger Vehicle	Accessing disability parking space	Appendix B4
Small Car	Accessing small car spaces	Appendix B5
SU9 (garbage/recycling truck)	Accessing garbage/recycling	Appendix B8

The following briefly describes each turning path scenario that was tested:

- Appendix B1 – demonstrates an extended cargo van accessing the proposed loading space. As shown, it uses the "temporary parking space" directly to the north of the loading space in order to access this space. It should be noted that since the delivery van requires use of the temporary space in order to access the loading space, the temporary space may not always be usable for parking and therefore, in order to maximize its ability to be used as a parking space, it may be necessary for loading times to be restricted to the morning (i.e. 6am to 12pm) so that the temporary space can be used for parking in the afternoon.

- Appendix B2/B3 – show a Ford F-150 Supercab Long-box pickup truck entering/exiting the regular size parking spaces which would be the most difficult to get into/out of given

their proximity to the building. As shown, this vehicle is able to maneuver into and out of these parking spaces without issue.

- Appendix B4 – indicates that a regular passenger vehicle is able to enter and exit the proposed disability parking space on site.
- Appendix B5.1/B5.2 – highlight a small car entering and exiting the proposed small car parking space located adjacent to the site access. As shown, with the tight geometry of this parking space the vehicle would have to do a three-point turn to enter the space (unless it reverses into the space which is less ideal in terms of driver visibility), however, this type of maneuver is quite common for vehicles entering front-end forward given the turning capabilities of most vehicles.
- Appendix B6 – shows that two large pickup trucks (i.e. Ford F-150 Supercab Long-box) can pass one another when entering/exiting the site.
- Appendix B7 – demonstrates how a large pickup truck would access the angled parking space in the southeast corner of the site. As shown, it is able to enter and exit the space without issue.
- Appendix B8 – shows how an SU9 truck (i.e. similar sized vehicle to garbage/recycling truck) would access the site in order to collect garbage/recycling at the proposed staging area.

The vehicle turning path analysis indicates that there are no significant maneuverability issues expected with the proposed development plan for any of the anticipated vehicles for the site. Design vehicles have been demonstrated to access the proposed loading, parking and garbage/recycling facilities planned for the site without issue.

7. CONCLUSIONS

London Lane Holdings Inc. is proposing to redevelop the former Petro Canada service station located at 2010 London Lane in Whistler, BC into a 3,697 square foot commercial development.

Bunt & Associates Engineering Ltd. has undertaken a transportation review of the proposed development specifically focused on understanding the peak season worst case conditions for both traffic and parking generation, as well as loading access to ensure that the site layout and access from London Lane will be able to function to meet the needs of the development. Our key findings are as follows:

(i) The proposed development is ideally situated with the Creekside area of Whistler adjacent to the Creekside Village amenities and the large Creekside parkade, with convenient access to the base of Whistler Mountain. This will encourage some visitors to the site, particularly for the ski rental uses, to park at the Creekside Parkade and walk over to the site and carry on to the base of the mountain.

(ii) In terms of existing traffic operations during the Saturday peak hour, the intersection of London Lane and the site access road currently operates well within acceptable levels of service and capacity with no queuing issues to report.

(iii) Sustainable transportation access to the site is reasonably good with the walking/cycling trail network that connects directly to the site (i.e. Valley Trail). Further, two bus routes provide service nearby on London Lane providing connections throughout Whistler. However, given the proposed land uses, this is not expected to have a major influence on vehicle trips to/from the site.

(iv) While the developments tenants are still uncertain, the proposed land uses and customer profiles are reflective of the anticipated types of businesses for the site for trip and parking generation purposes.

(v) Trip generation rates assumed for the development were selected based on the highest combined rates for the potential site land uses. To this a 30% internal capture/trip reduction was applied based on: local Creekside residents walking/cycling to the site; customers that arriving and parking their cars off-site (parking lots located across the street); and, linked trips that are double counted (i.e. customers renting equipment and buying coffee). With this, total site traffic during the Saturday peak hour is estimated to be 51 inbound vehicles and 52 outbound vehicles.

(vi) Total traffic conditions with the site generated trips taken into account at the intersection of London Lane and the site access road are expected to be similar to existing conditions on the east and west approaches with minimal delays and queuing, while the north

approach from the site access (outbound) will have slightly increased delays resulting from site traffic added to the intersection, however it will still be within acceptable delay and capacity thresholds with minimal queuing (i.e. approximately 1 vehicle).

(vii) A parking turnover analysis indicated that the peak demand expected with the proposed land uses is 16 vehicles, while the probability of concurrent movements within the parking area is low at around 33% of the time (most of which being three vehicles or less at a time).

(viii) The development is proposing a total of 16 parking spaces as per the RMOW's Zoning Bylaw. However, 1 stall marked "temporary parking" is anticipated to be partially restricted for loading use in order to access the proposed loading space to the south. This space could be designated for loading use from 6am to 12pm, and for parking from 12pm onwards, which would be necessary during peak times. Therefore, while the site's parking is compact it is expected to function to meet the needs of the development.

(ix) A review of the proposed site plan's parking/loading layout indicates no significant maneuverability issues expected with the development plan for any of the anticipated vehicles for the site. Design vehicles have been demonstrated to access the proposed loading, parking and garbage/recycling facilities planned for the site.

In conclusion, based on the findings from our transportation study outlined above, we feel that the parking and access configuration planned for the proposed development should be adequate to accommodate worst case usage conditions during the peak season. Further, the level of traffic expected to be generated by the site will not pose any operational concerns at the site access road's intersection with London Lane.

* * * * *

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	10	236	287	5	44	33
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	11	257	312	5	48	36
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	317				465	315
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	317				465	315
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				91	95
cM capacity (veh/h)	1239				522	681

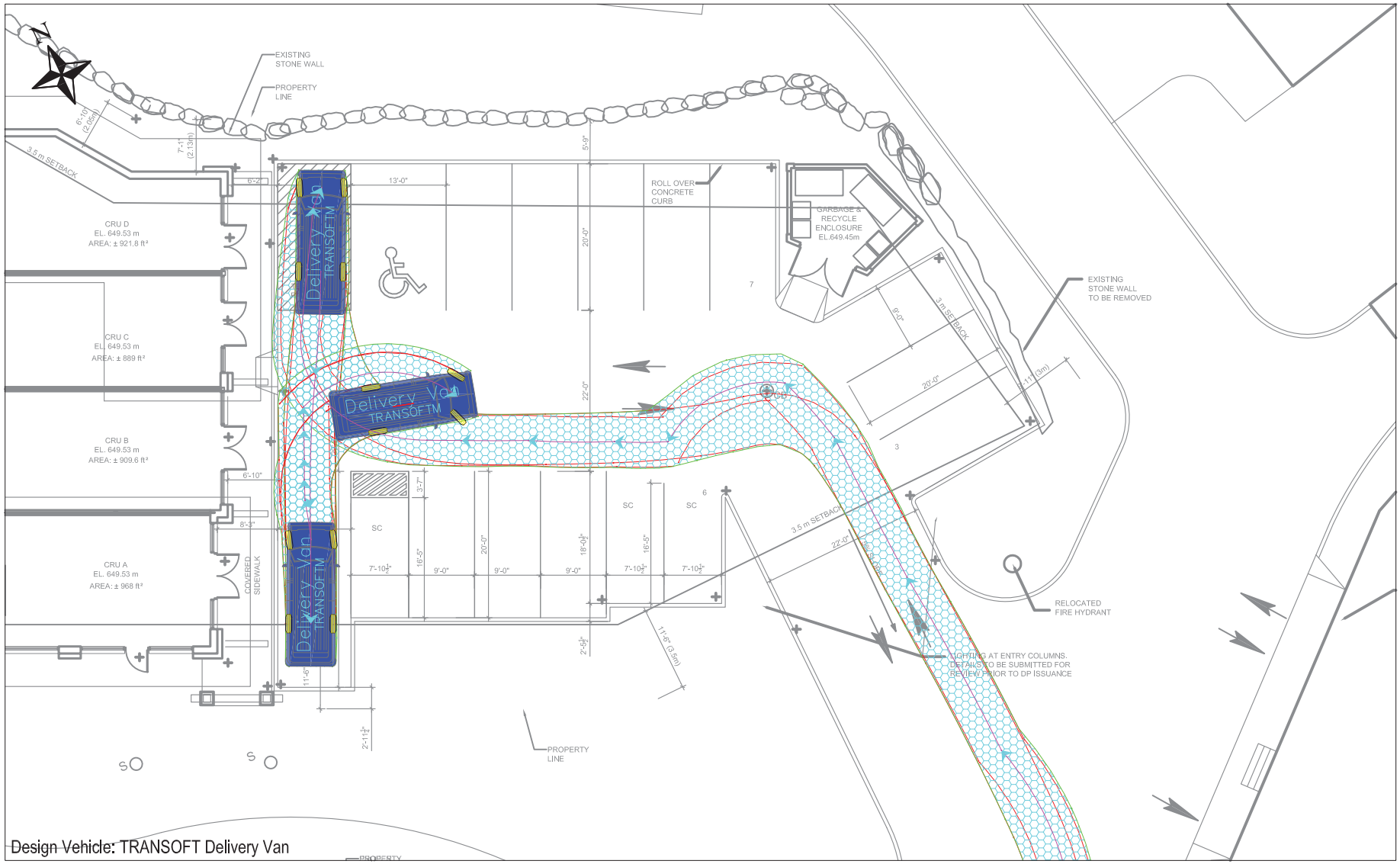
Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	96	171	317	84
Volume Left	11	0	0	48
Volume Right	0	0	5	36
cSH	1239	1700	1700	580
Volume to Capacity	0.01	0.10	0.19	0.14
Queue Length 95th (m)	0.2	0.0	0.0	3.8
Control Delay (s)	1.0	0.0	0.0	12.3
Lane LOS	A			B
Approach Delay (s)	0.3		0.0	12.3
Approach LOS				B

Intersection Summary			
Average Delay	1.7		
Intersection Capacity Utilization	26.5%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	44	236	287	22	74	55
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	48	257	312	24	80	60
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	336				548	324
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	336				548	324
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	96				82	91
cM capacity (veh/h)	1220				448	672

Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	133	171	336	140
Volume Left	48	0	0	80
Volume Right	0	0	24	60
cSH	1220	1700	1700	522
Volume to Capacity	0.04	0.10	0.20	0.27
Queue Length 95th (m)	0.9	0.0	0.0	8.2
Control Delay (s)	3.1	0.0	0.0	14.4
Lane LOS	A			B
Approach Delay (s)	1.4		0.0	14.4
Approach LOS				B

Intersection Summary			
Average Delay	3.1		
Intersection Capacity Utilization	41.7%	ICU Level of Service	A
Analysis Period (min)	15		

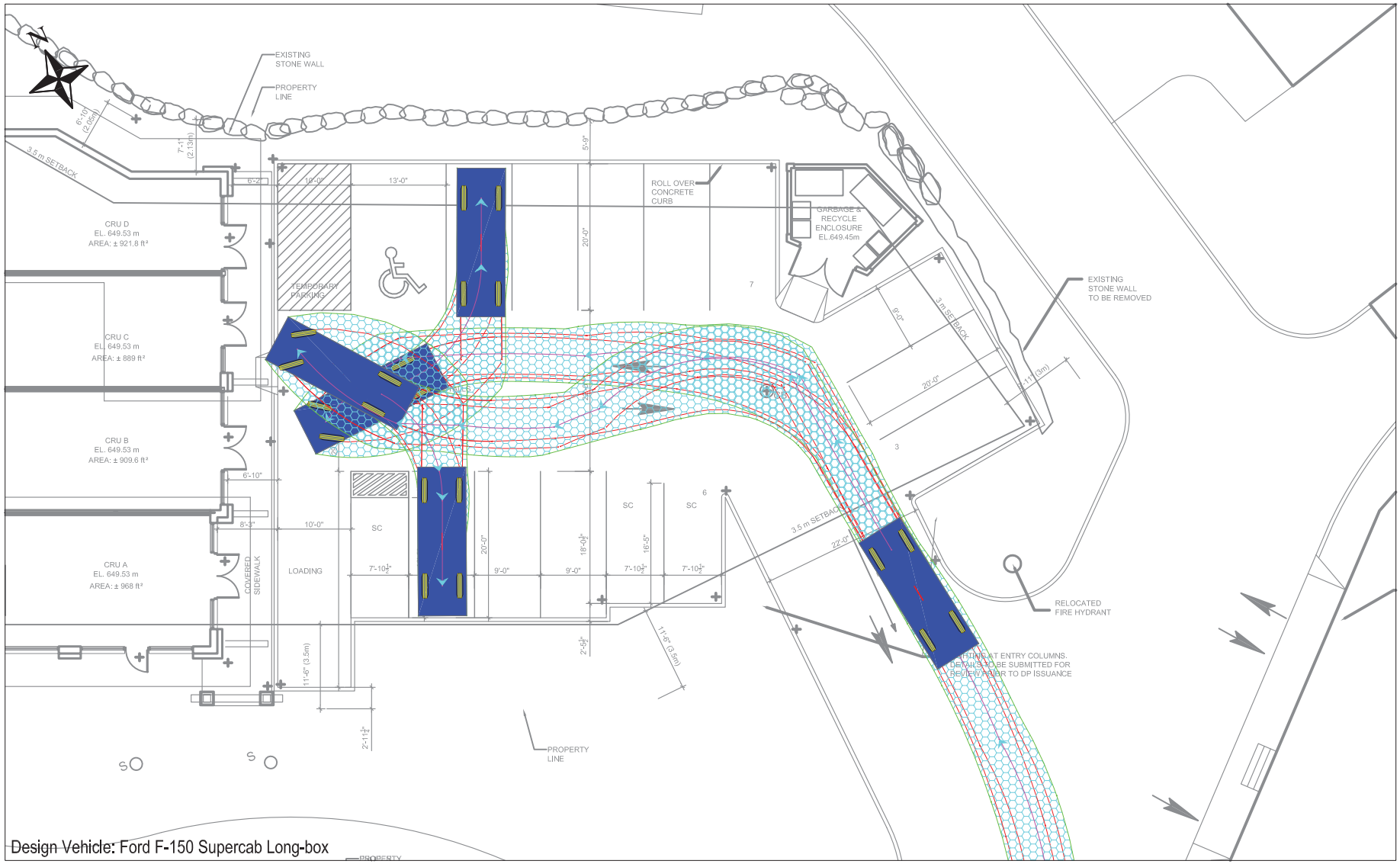


Appendix B1

Extended Cargo Van Accessing Loading Space

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

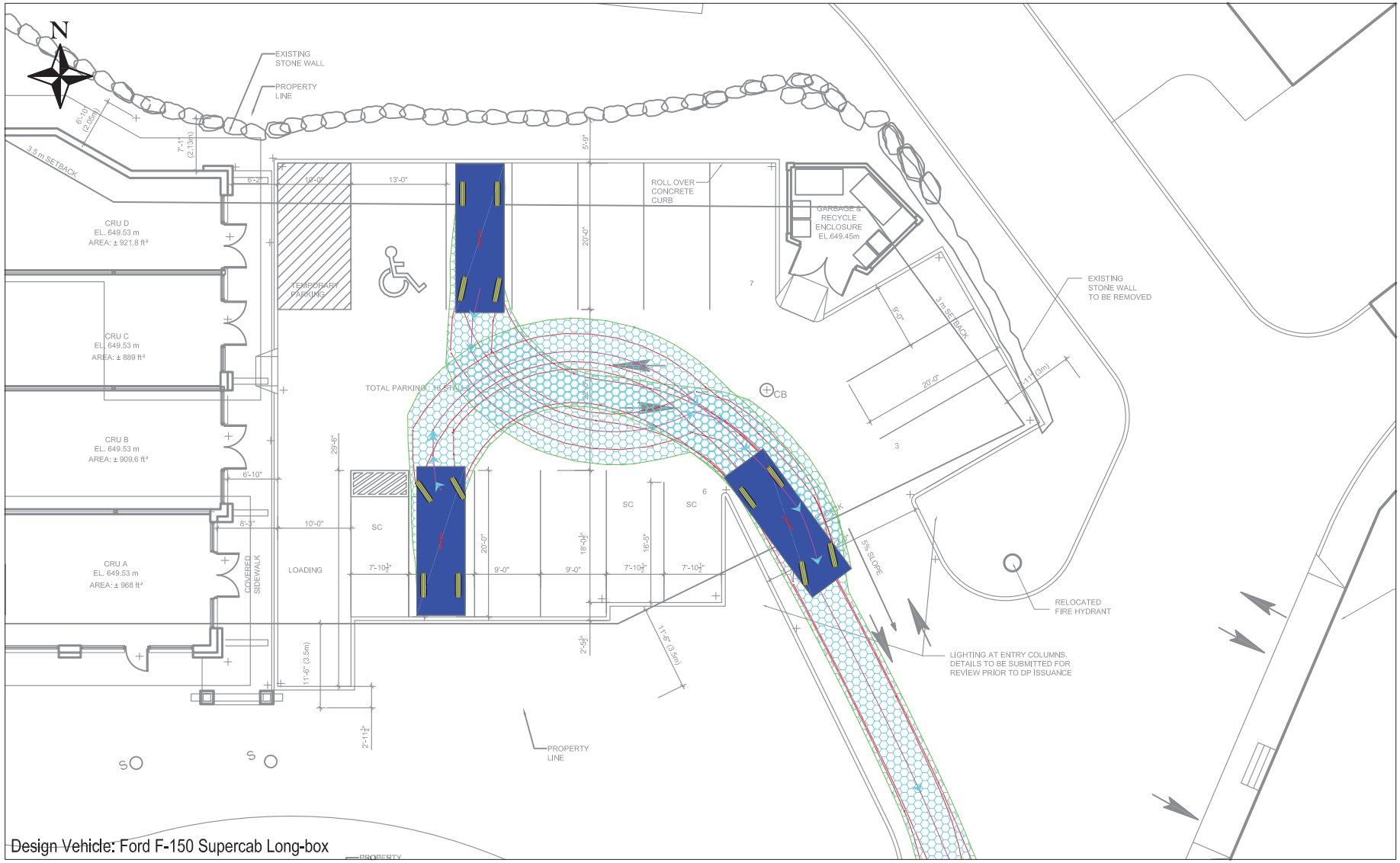


Appendix B2

Ford F-150 Supercab Long-box Accessing Parking

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

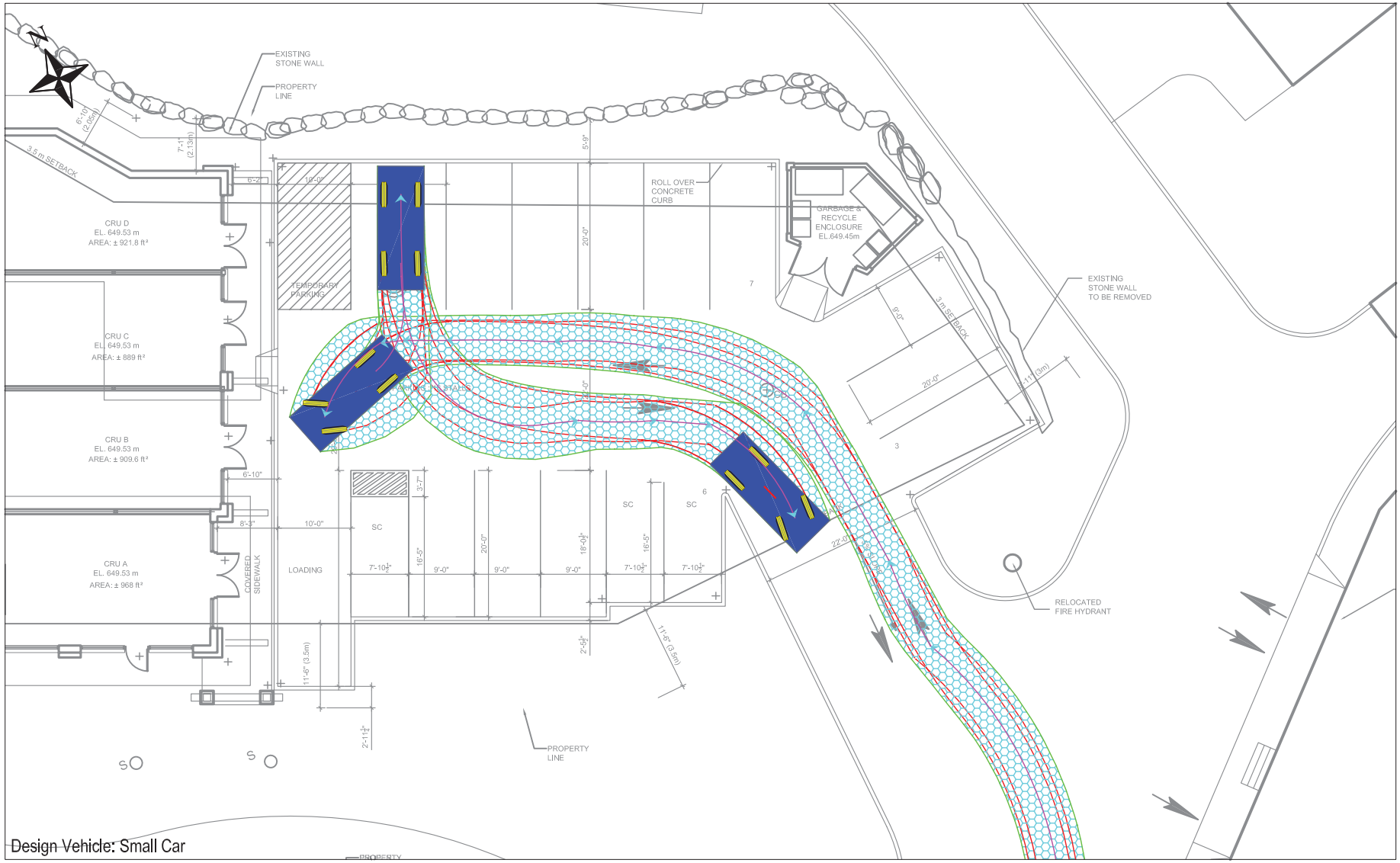


Appendix B3

Ford F-150 Supercab Long-box Exiting Parking

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

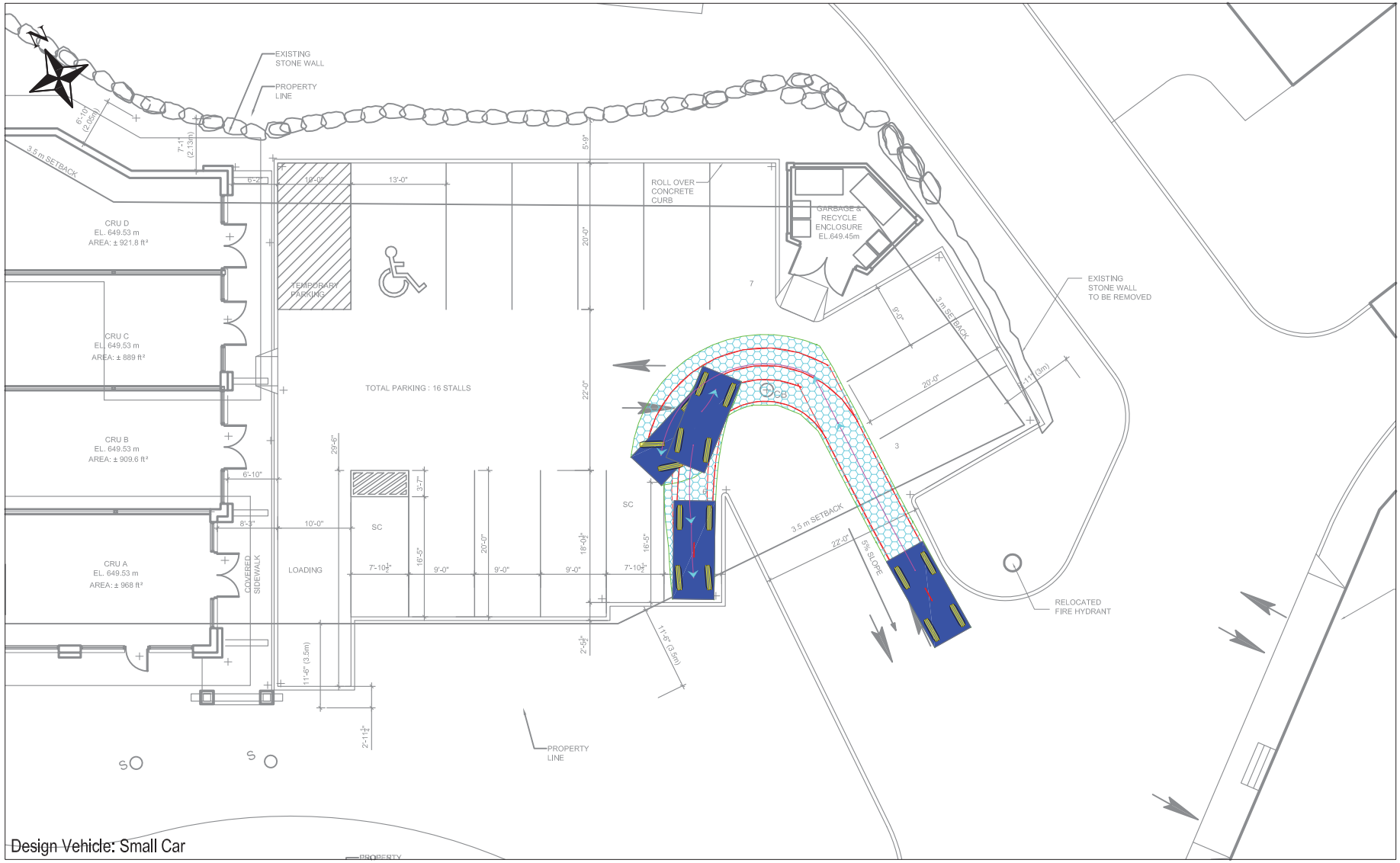


Appendix B4

Passenger Vehicle Accessing Disability Parking Space

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

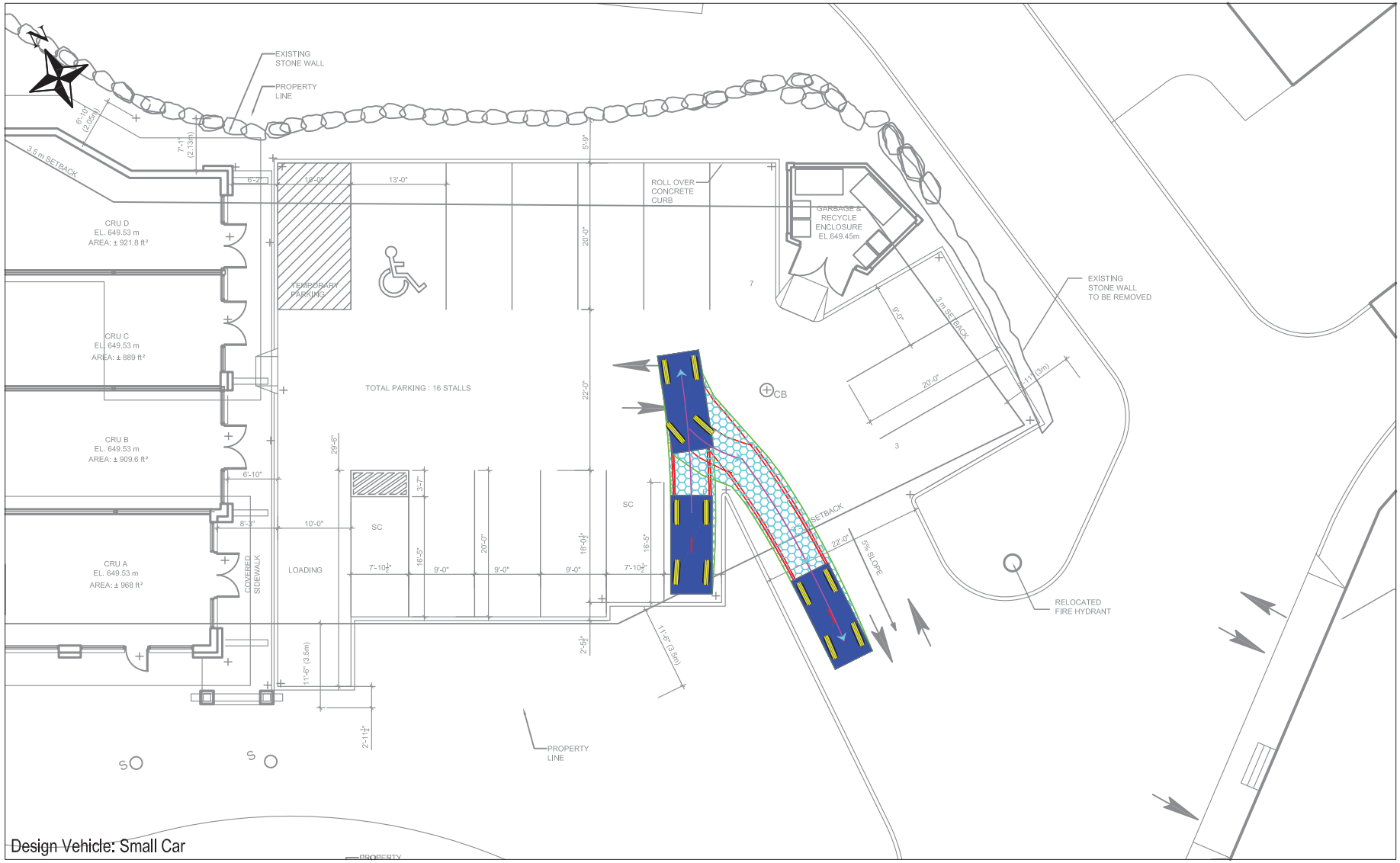


Appendix B5.1

Small Car Entering Small Car Parking Space

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates



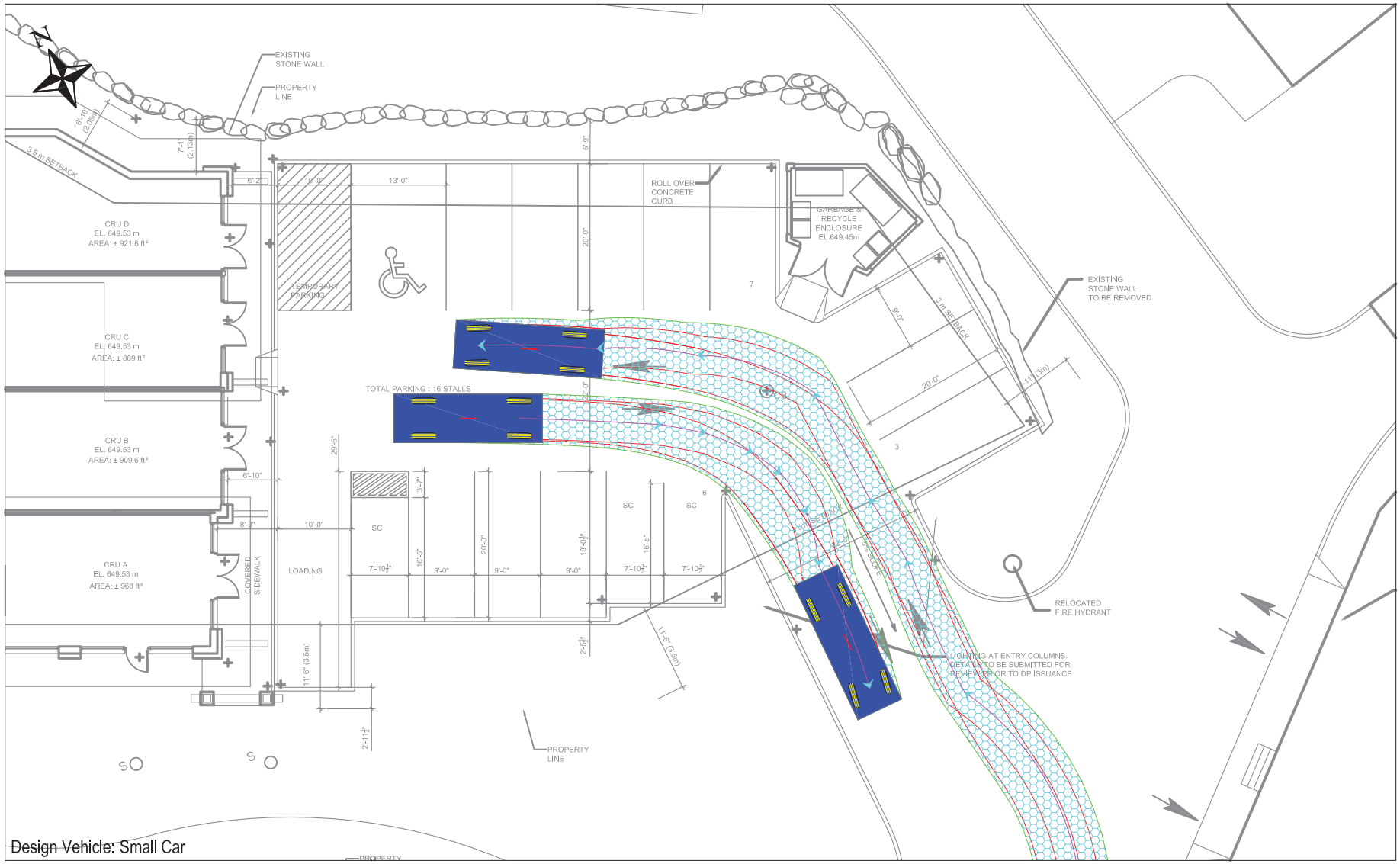
Appendix B5.2

Small Car Exiting Small Car Parking Space

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

S:\PROJECTS\Tyler\4991-01 London Lane TIA\7.0 Deliverables\7.1 Draft Reports\Graphics\Truck Turning Paths

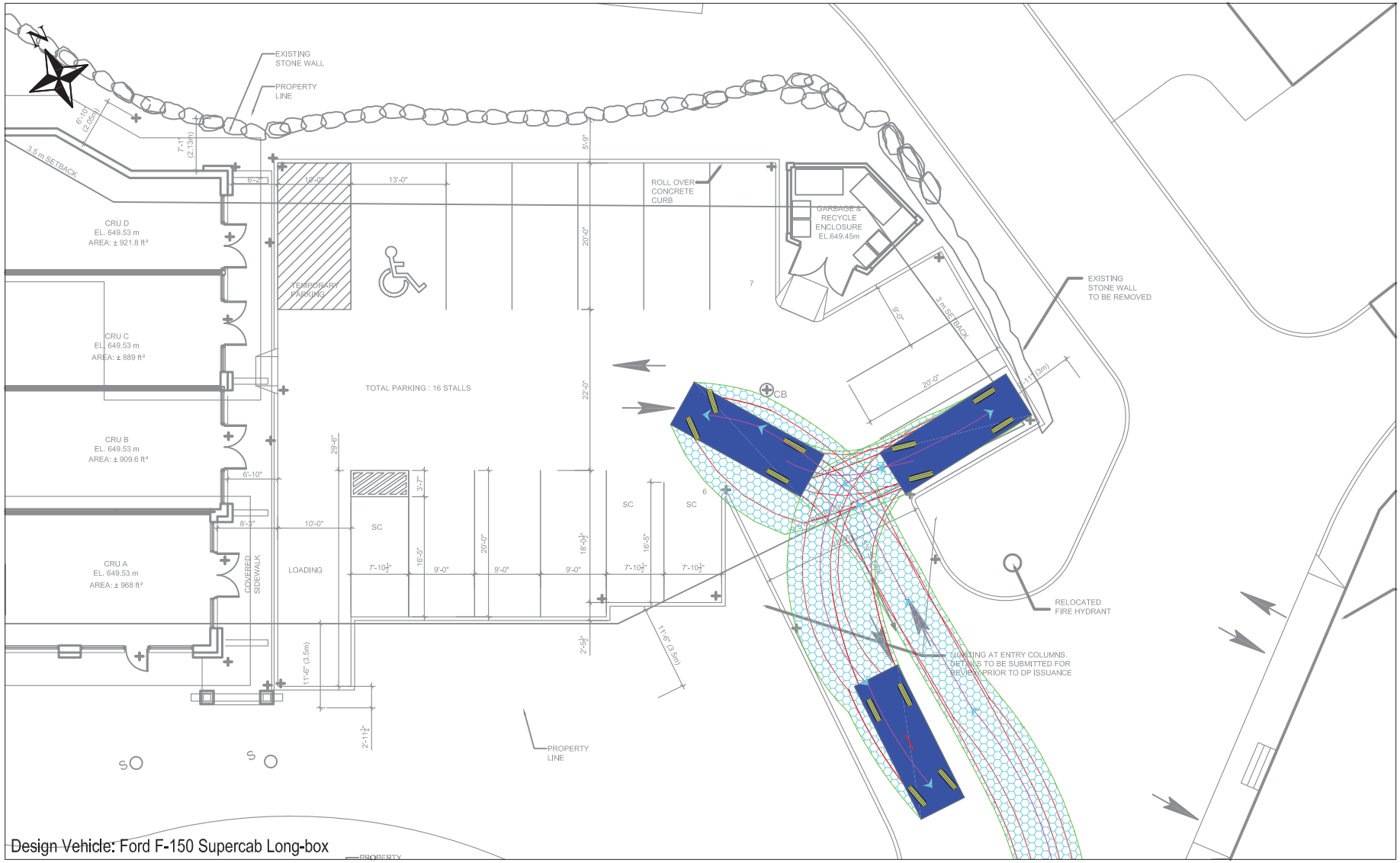


Appendix B6

Ford F-150 Supercab Long-box Passing at Driveway Access

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

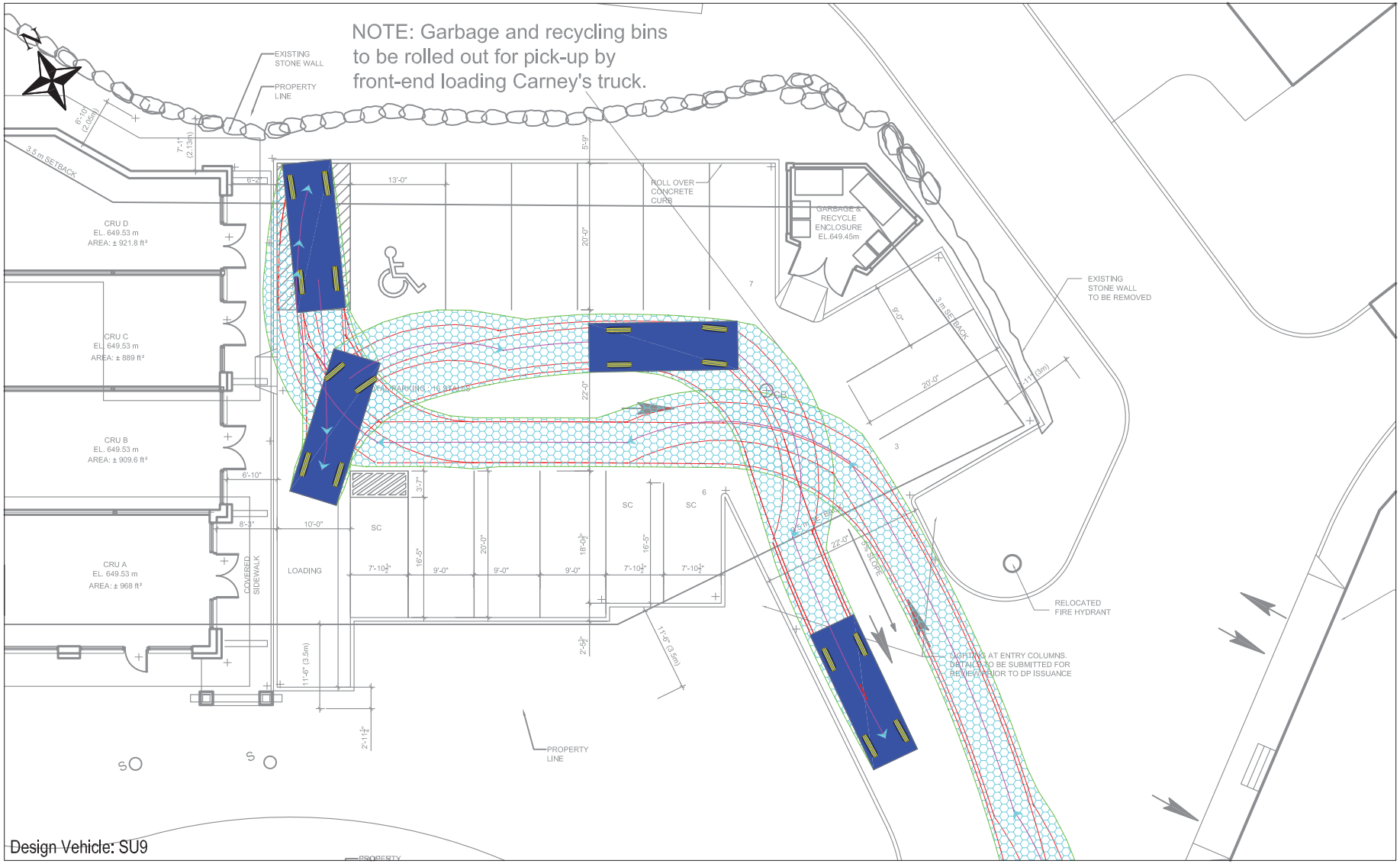


Appendix B7

Ford F-150 Supercab Long-box Accessing Angled Parking Space

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates



Appendix B8

Garbage/Recycling Truck Accessing Site

London Lane TIA, Whistler, BC
4991.01 June 2014 Scale NTS

bunt & associates

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-088
FROM:	Resort Experience	**FILE:**	RZ1085
SUBJECT:	THIRD READING OF ZONING AMENDMENT BYLAW (MC1 ZONE – MOUNTAIN COMMERCIAL ONE) NO. 2057, 2014 WITH ADMINISTRATIVE REVISIONS		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council consider rescinding third reading of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014, and,

That Council consider giving third reading to Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 as amended.

REFERENCES

Appendix A – Revised copy of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 with tracked changes.

PURPOSE OF REPORT

The purpose of this report is to provide administrative updates regarding the text and map attachments to Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 for Council for consideration of third reading as revised.

DISCUSSION

The municipality's solicitors have recommended some minor revisions to Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 in order to provide improved clarity and consistency of formatting with the municipality's Zoning Bylaw No. 303. The revisions do not alter the use, density or intention of the MC1 Zone.

The copy of Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014, attached as Appendix A shows the revisions summarized as follows:

1. Schedule 1 Location Map for the bylaw has been substituted with the same location map used in the applicant's lease discussions with the Province.
2. Schedule 2 MC1 Zone wording has been changed to provide clarity and consistency to match the conventions used in the Zoning Bylaw No. 303.

WHISTLER 2020 ANALYSIS

Not applicable.

OTHER POLICY CONSIDERATIONS

Not applicable.

BUDGET CONSIDERATIONS

Not applicable.

COMMUNITY ENGAGEMENT AND CONSULTATION

Not applicable.

SUMMARY

This report presents Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 with some minor administrative revisions. The permitted uses, density and regulatory intentions of the bylaw remain unaltered and the revised Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014 is presented for Council consideration of third reading.

Respectfully submitted,

Robert Brennan MCIP RPP
PLANNER
for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

RESORT MUNICIPALITY OF WHISTLER
ZONING AND PARKING AMENDMENT BYLAW NO. 2057, 2014

A BYLAW TO AMEND THE 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; ~~and~~

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 (MC1 Zone – Mountain Commercial One) No. 2057, 2014"

2. Zoning and Parking Bylaw No. 303, 1983 is amended by:

   (a) amending Section 6 "Parking and Loading Regulation" by deleting section 4.1.4 (a) and replacing it with the following:

   "4.1.4 (a) Parking spaces and driveways, except those driveways~~,~~ which connect a parking area to a highway, are prohibited in setback areas in the Tourist Accommodation Zones, Commercial Local One Zone, Commercial Local Two Zone, Commercial Core Two Zone and Mountain Commercial One Zone."

   (b) amending Section 6 "Parking and Loading Regulation" by adding a new Section 4.3 "MC1 Zone Parking" as follows:

   "**MC1 Zone Parking**

   4.3 At the option of an owner or occupier of land in the MC1 Zone, required vehicle parking spaces may be provided on land other than that to be developed, provided that at least 25 vehicle parking spaces are provided in the MC1 zone, the alternate parking site is located within 100 metres of the MC1 zone, and the condition set out in Section 4.2.1(b) (ii) is met."

   (c) adding a new Section 8A with the heading "MOUNTAIN COMMERCIAL ZONES" in Table of Contents after Section 8 "COMMERCIAL ZONES" and before Section 9 "INDUSTRIAL ZONES".

   (d) adding a new category "Mountain Commercial Zones" to Section 7 under the heading "MC Zones" after "C Zones";

   (e) adding "MC1" to Section 7 under the heading, "MC Zones" and adding under the heading, "Mountain Commercial Zones", the following:

   "Mountain Commercial One (Bylaw No. 2057, 2014)".

   (f) amending Schedule "A" Zoning Map by changing to MC1 (Mountain Commercial One) the zoning designation of the lands shown with hatching as "Area to be Zoned – 0.791 hectares ±" on the drawing dated March 21, 2014 of which a copy is annexed to this Bylaw as Schedule "1".~~all of the lands contained in the parcel to MC1 (Mountain Commercial One) as shown in heavy black outline and identified on the plan annexed to this Bylaw as Schedule "1"~~.

(g) adding ~~to~~ as Section 8A ~~in numerical order~~ the Zoning District Schedule "MC1" as annexed to this Bylaw as Schedule "2".

(h) by amending Section 23, Schedule "A", "Legend of Zones", by adding a new heading "Mountain Commercial Zones";

(i) by amending Section 23, Schedule "A", "Legend of Zones", by adding under the heading, "Mountain Commercial Zones" the following:

"Mountain Commercial One (MC1)".

3. If any section or phrase of this bylaw is for any reason held to be invalid by a decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

Given first and second readings this __ day of _____, ____.

Pursuant to Section 890 of the *Local Government Act,* a Public Hearing was held this __ day of _____, ____.

Given third reading this __ day of _____, ____.

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

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

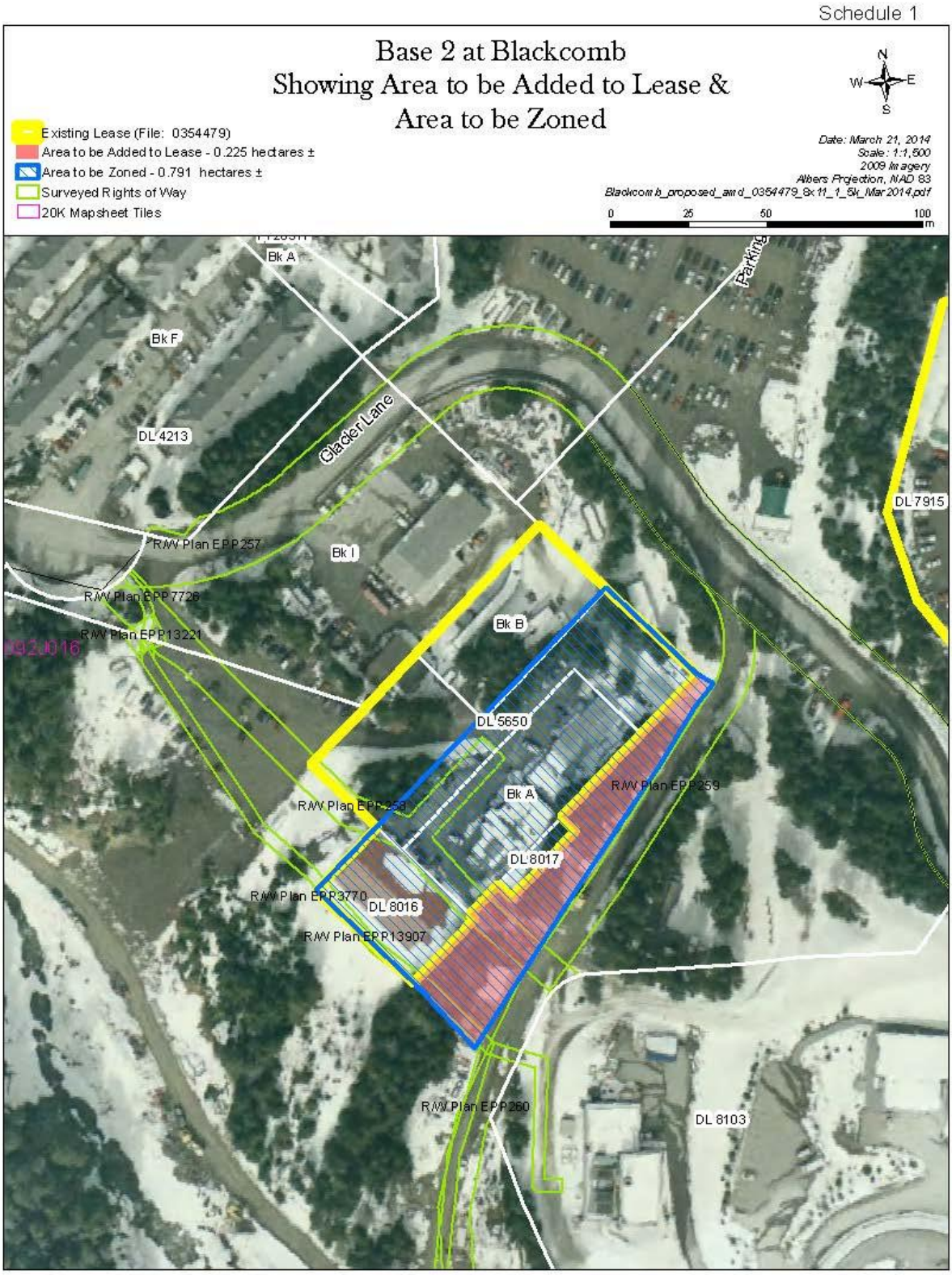
_____
Nancy Wilhelm-Morden,
Mayor

_____
Shannon Story,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014"

_____
Shannon Story,
Corporate Officer

SCHEDULE 1


Schedule 1
Base 2 at Blackcomb
Showing Area to be Added to Lease &
Area to be Zoned
N
W
E
S
Existing Lease (File: 0354479)
Area to be Added to Lease - 0.225 hectares ±
Area to be Zoned - 0.791 hectares ±
Surveyed Rights of Way
20K Mapsheet Tiles
Date: March 21, 2014
Scale: 1:1,500
2009 Imagery
Albers Projection, NAD 83
Blackcomb_proposed_amd_0354479_8x11_1_5k_Mar2014.pdf
0
25
50
100
m
Bk A
Bk F
DL 4213
Glacier Lane
Parking
DL 7915
R/W Plan EPP257
Bk I
R/W Plan EPP7726
R/W Plan EPP13221
Bk B
DL 5650
Bk A
R/W Plan EPP259
R/W Plan EPP258
DL 8017
R/W Plan EPP3770
DL 8016
R/W Plan EPP13907
R/W Plan EPP260
DL 8103

SCHEDULE 2

Section 8A Mountain Commercial Zones

~~MC1~~
~~MOUNTIAN COMMERCIAL ONE~~

MC1 Zone (Mountain Commercial One) (Bylaw No. 2057, 2014)

Intent

The intent of this zone is to provide for limited office and industrial uses related directly to the operation of an outdoor recreation enterprise within the Whistler/Blackcomb Controlled Recreation Area.

1 In the MC1 Zone:

Permitted Uses

1.1 The following uses are permitted, and all other uses are prohibited:

(a) auxiliary buildings and auxiliary uses including vehicle parking;

(b) administration of an outdoor recreation enterprise in the Controlled Recreation Area, including telephone and online marketing and sales of patron passes to the area;

(c) assembling, repairing and maintenance of signage, barriers and similar minor equipment used exclusively in the operation of an outdoor recreation enterprise in the Controlled Recreation Area, provided the use is totally enclosed within a building or structure.

Density

1.2 The maximum permitted gross floor area for the MC1 zone is 3,400 square metres.

Height

1.3 The maximum permitted height of a building or structure is the lesser of 12 metres and 3 storeys.

Site Area

1.4 Land in the MC1 zone may not be subdivided and the minimum site area for all uses is 7910 square metres.

Site Coverage

1.5 The maximum permitted site coverage is 25 percent.

Setbacks

1.6.1 The minimum permitted front setback is 28 metres.

1.6.2 The minimum permitted rear setback is 6 metres.

1.6.3 The minimum permitted side setback is 16 metres.

Off-Street Parking and Loading

1.7 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

1.8.1 Auxiliary storage yards shall be screened from adjacent parcels and roads.

1.8.2 Setback areas described in Section 1.6 not used for parking shall be landscaped to visually screen and separate the buildings, structures and parking areas from any road or driveway.

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: August 5, 2014 **REPORT:** 14-089

FROM: Resort Experience **FILE:** DVP 1082

SUBJECT: 7162 NANCY GREEN DRIVE SETBACK VARIANCE

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council approve Development Variance Permit DVP 1082 to relax the East side setback at 7162 Nancy Green Drive from 6.0 metres to 4.51 metres as shown in the Survey Plan prepared by Bunbury and Associates and dated April 25, 2014 attached to Administrative Report No. 14-089 as Appendix B.

REFERENCES

Location: 7162 Nancy Green Drive

Legal Description: Lot 15, Blocks 1 and 2, District Lot 4753, Plan 15335

Owners: Edelweiss Vacation Rentals Ltd, Inc. No. 991984

Zoning: TP4 (Tourist Pension Four)

Appendix A – Location Plan

Appendix B – Diagrams

Appendix C – Correspondence

PURPOSE OF REPORT

This report seeks Council's consideration to grant a setback variance at 7162 Nancy Green Drive to accommodate an existing gazebo structure.

DISCUSSION

Background

The subject parcel is located on the Northeast side the intersection of Nancy Green Drive and Fitzsimmons Way as shown in the Location Plan in Appendix A. This parcel has some long standing history regarding non-conforming construction. The parcel was zoned for Pension use under Rezoning Application RA 49 in 1985 by way of Zoning Amendment Bylaw 468; and the Pension was constructed in 1985 under Building Permit B1378-85. At that time the side setback requirement of the TP4 (Tourist Pension Four) Zone was 3.0 metres, the existing house respects the original 3.0 metre setback, and is considered legally nonconforming per Part 911 of the Local Government Act.

A hot tub gazebo structure was built behind the existing house under Building Permit BP B-91-03084 in 1991. At some point additional construction was undertaken without permits and a second storey was added to the hot tub structure. In 1995 Zoning Amendment Bylaw 1167 increased side setbacks in the TP4 zone from 3.0 metres to 6.0 metres making the structures legally nonconforming with respect to siting per Part 911 of the Local Government Act. Therefore, under the current rules, a setback variance is required to ratify the second level of the hot tub structure.

In February 2014 there was a change in ownership of the property and the new owner is in the process of bringing the development into compliance with municipal requirements; this DVP is one step in that process.

Current Application
Development Variance Permit DVP 1082 requests that Council consider granting a setback variance to the East side of the parcel in order to accommodate the existing hot tub structure as shown below:

TP 4 Zone Side Setback Requirement	Proposal under DVP 1082
6.0 metres	4.51 metres on the East side to accommodate existing construction only.

DVP Criteria

Potential Positive Impacts	Comment
Complements a particular streetscape or neighbourhood.	The proposed variance is behind the dwelling and does not affect the streetscape.
Works with the topography on the site, reducing the need for major site preparation or earthwork.	Not applicable.
Maintains or enhances desirable site features, such as natural vegetation trees and rock outcrops.	Not applicable.
Results in superior siting with respect to light access resulting in decreased energy requirements.	Not applicable.
Results in superior siting with respect to privacy.	Not applicable.
Enhances views from neighbouring buildings and sites.	Not applicable.

Potential Negative Impacts	Comments
Is inconsistent with neighbourhood character.	The improvements on the subject site are consistent with the character of the Whitegold neighbourhood.
Increases the appearance of building bulk from the street or surrounding neighbourhood.	The structure requiring the variance is behind the dwelling and does not increase the appearance of building bulk from the street.
Requires extensive site preparation.	Not applicable.
Substantially affects the use and enjoyment of adjacent lands. (e.g. reduces light access, privacy, and views.	Staff are in receipt of two letters in support of this application from affected neighbours.
Requires a frontage variance to permit greater gross floor area, with the exception of a parcel fronting a cul-de-sac.	Not applicable.
Requires a height variance to facilitate gross floor area exclusion.	Not applicable.
Results in unacceptable impacts on services (e.g. roads, utilities, snow clearing operations.	Not applicable.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Built Environment	Limits to growth are understood and respected.	DVP 1082 intends to ratify an existing nonconforming situation.

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
none		

OTHER POLICY CONSIDERATIONS

The Local Government Act, through Section 922, allows Council to vary regulations contained in the Zoning Bylaw by way of a development variance permit.

This proposal is consistent with criteria established for consideration of development variance permits.

BUDGET CONSIDERATIONS

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

COMMUNITY ENGAGEMENT AND CONSULTATION

A sign describing DVP 1082 has been posted on the property since June 13th of this year. Notices were sent to surround property owners in June of 2014; as of July 23rd, two responses in support of the application have been received. These letters (attached to this report as Appendix C) are from the owners of 7165 (directly across the street) and 7166 Nancy Green Drive (immediately adjacent to the affected side parcel line). These two properties are closest in proximity to the structure for which the variance is being requested.

No correspondence in opposition to this application has been received.

SUMMARY

Development Variance Permit DVP 1082 proposes to vary the East side setback at 7162 Nancy Green Drive from 6.0 m to 4.51 m in order to accommodate an existing structure. This application has the support of neighbours and municipal staff.

Respectfully submitted,

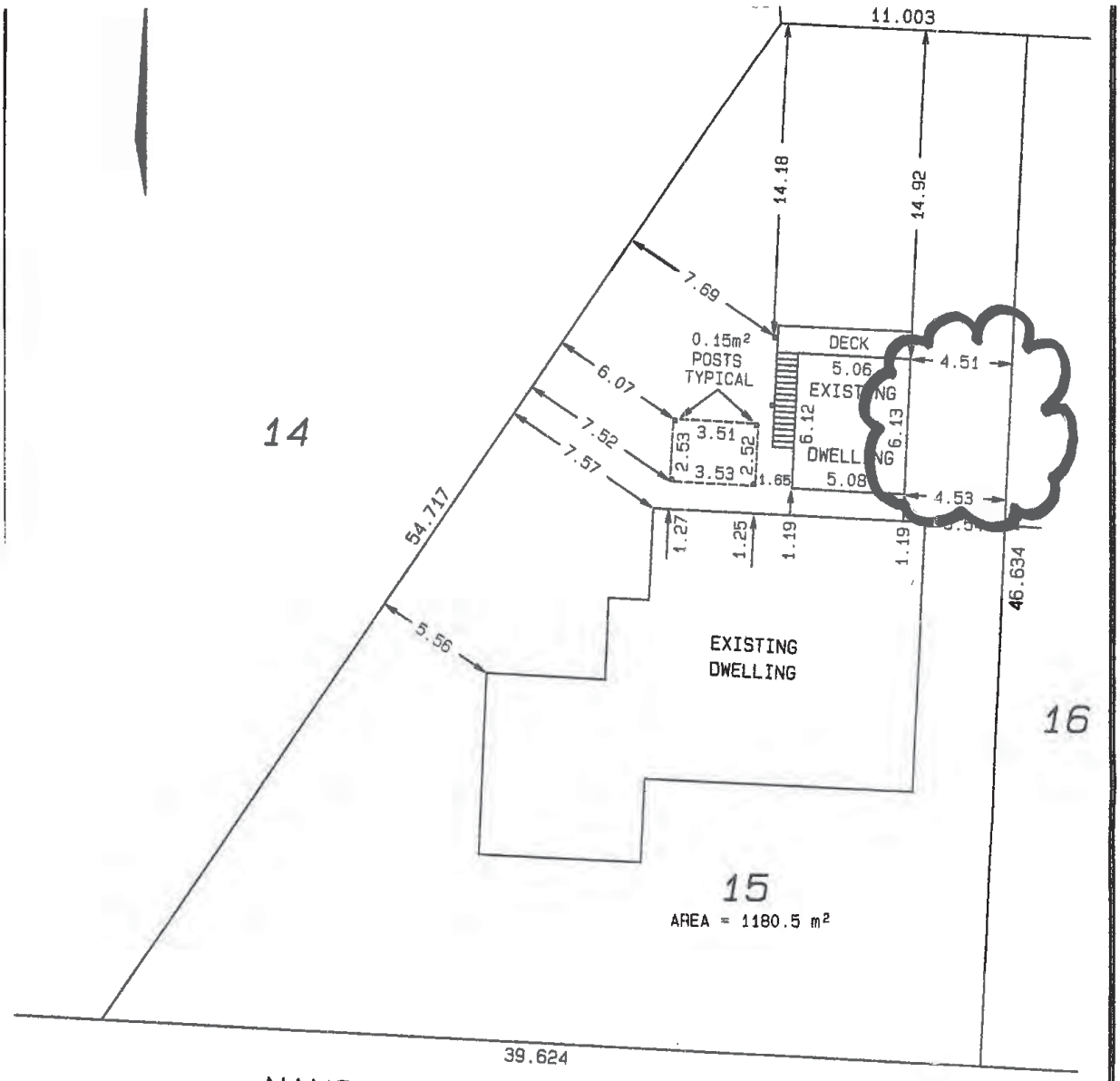
Roman Licko
PLANNING TECHNICIAN
for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

APPENDIX A

Location Plan – 7163 Nancy Green Drive

Subject Lands

7162 Nancy Green Drive



NANCY GREENE DRIVE

THIS DOCUMENT SHOWS THE RELATIVE LOCATION OF THE SURVEYED STRUCTURES AND FEATURES WITH RESPECT TO THE BOUNDARIES OF THE PARCEL DESCRIBED ABOVE. THIS DOCUMENT IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED TO DEFINE PROPERTY LINES OR PROPERTY CORNERS

B.C.L.S.

April 25, 2014.

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All rights reserved. No persons may copy, reproduce, transmit or alter this document in whole or in part without the consent of the signatory

THIS DRAWING IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED.

The subject property is affected by the following registered documents:

560892M, B74938, CA3603260, CA3603261

THIS DOCUMENT WAS PREPARED FOR MUNICIPAL AND OR MORTGAGE PURPOSES AND IS FOR THE EXCLUSIVE USE OF OUR CLIENT.

THE SIGNATORY ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES THAT MAY BE SUFFERED BY A THIRD PARTY AS A RESULT OF ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THIS DOCUMENT

BUNBURY AND ASSOCIATES
BRITISH COLUMBIA LAND SURVEYORS
Squamish & Whistler, B.C.

FB.1556 PG.104 FB.1596 PG.39 FB.2013 PG.75-78, 93 JOB#14-01501. H-2303-A

TP4 ZONE ANALYSIS CHART

SUBJECT	PERMITTED BY TP4 ZONE	APPROVED BY BUILDING PERMIT	EXISTING ON PROPERTY	PROPOSED
MAXIMUM PERMITTED FLOOR SPACE RATIO (FSR)	0.35	0.35	0.384	0.343
MAXIMUM PERMITTED GROSS FLOOR AREA (GFA) for this property	Total GFA for this property: 413.3 m2	Total GFA figures on B.P.s: In 1985 – 325.16 m2 In 1988 – 401 m2 In 1991 – 405.9 m2	453.6 m2	405.95 m2
MAXIMUM NUMBER OF GUEST ROOMS	8	Number of guestroom figures on B.P.s: In 1985 – 6 In 1988 – 8	11	8
MAXIMUM NUMBER OF BEDROOMS FOR THE AUX. RES. DWELLING UNIT	2	0	0	0
HEIGHT	7.6 m	In 1985 – 7 m	6.5 m	6.5 m
SITE DIMENSIONS Min parcel area Min frontage Min useable parcel area as % of total area	928.6 m2 24 m 85%	In BP 1991: Parcel area: 1180.4 m2 Frontage: 39.6 m	Parcel area: 1180.4 m2 Frontage: 39.6 m	Parcel area: 1180.4 m2 Frontage: 39.6 m
SITE COVERAGE	35%	In 1991 – 28%	28%	28%
BUILDING SETBACKS Min front Min side Min rear	7.6 m 6 m 7.6 m	8.42 m 3.55 m, 4.55 to Gazebo 15.1 m	8.42 m 3.55 m 15.1 m	8.42 m 3.55 m 15.1 m
OFF STREET PARKING Pension 0.75 per guest room Aux. Dwelling unit	MIN. 0.75 PER GUESTROOM	6	6	6
OTHER REGULATIONS Max. GFA per guest room Min. GFA per guest room Max. no. of principal bldgs. Aux. Residential d.u.	Max. GFA/GRm: 28 m2 Min. GFA/GRm: 9.5 m2 # of princ. bldg.: 1 Aux. Res. d.u.: May contain a kitchen, up to 2 bedrooms, 1 bathroom, 1 living room and no other room	# of princ. bldg.: 1	Max. GFA/GRm: 27 m2 Min. GFA/GRm: 13.2 m2 # of princ. bldg.: 2 # of aux. res. d.u.: 1, contain 1 bathroom and 1 bedroom	Max. GFA/GRm: 17 m2 Min. GFA/GRm: 13.2 m2 # of princ. bldg.: 1

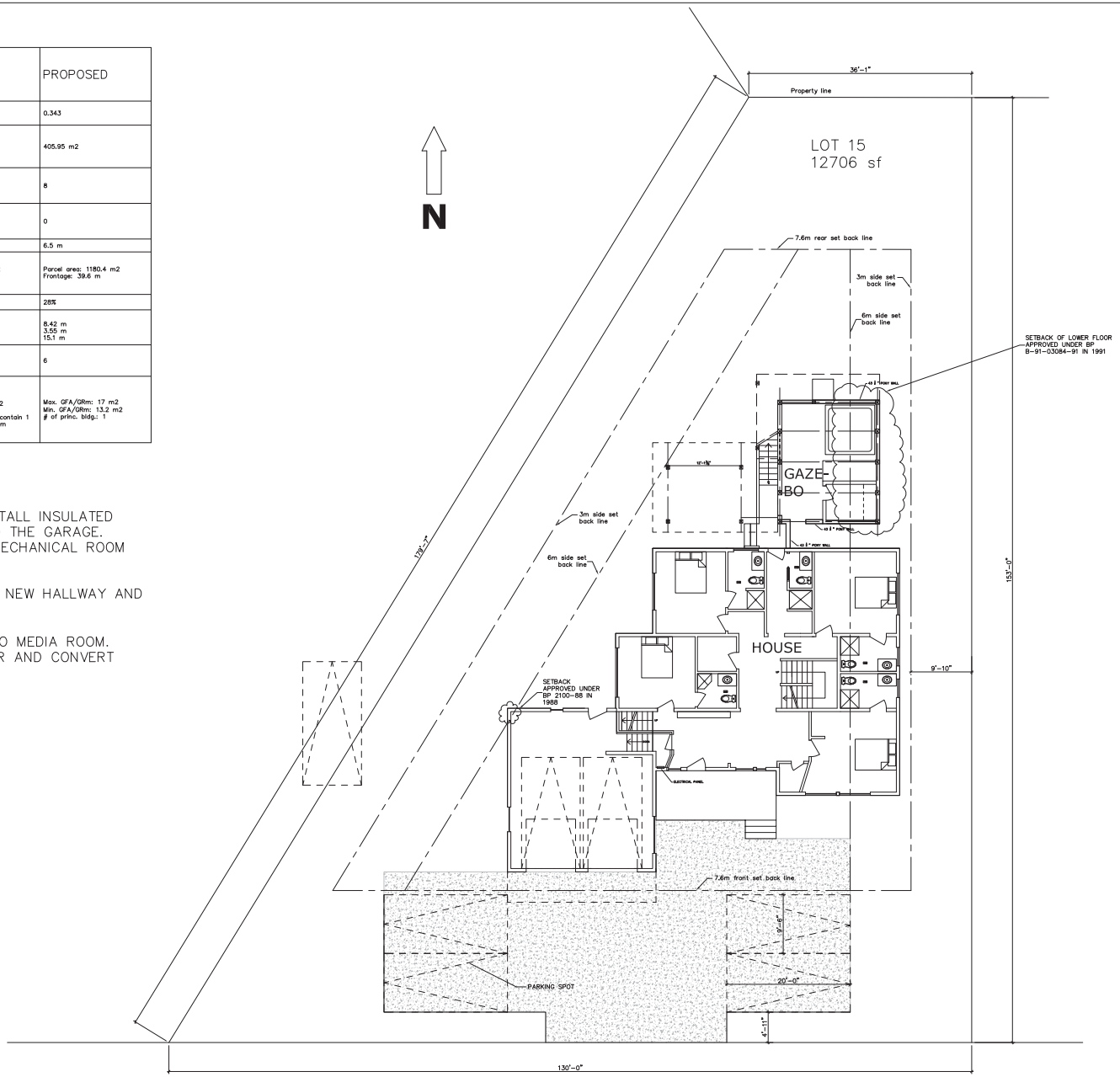
BUILDING PERMIT PROPOSED SCOPE OF WORK:

– DEMOLISH STORAGE ROOM INSIDE GARAGE AND INSTALL INSULATED DOOR IN ENTRY IN FRONT OF STAIRS GOING DOWN TO THE GARAGE.
– CONVERT STORAGE ROOM ON GROUND FLOOR TO MECHANICAL ROOM
– REMODEL KITCHEN.
– CONVERT SAUNA TO BIKE ROOM.
– CONNECT GAZEBO TO MAIN FLOOR OF HOUSE WITH NEW HALLWAY AND CONVERT TO RECYCLING ROOM. DELETE BATHROOM.
– CONVERT BEDROOM 10 TO OFFICE.
– CONVERT BEDROOM 11 (AREA NEVER PERMITTED) TO MEDIA ROOM.
– REMOVE UNDERHEIGHT BATHROOM ON UPPER FLOOR AND CONVERT AREA TO UNINHABITABLE ATTIC SPACE.

AREA SCHEDULE

	Existing Area	Removed Area	New Total Area
Lower Floor	1763 sf / 163.8 m2	261.9 sf / 24.3 m2	1501.1 sf / 139.45 m2
Main Floor	2520 sf / 234.2 m2	194.6 sf / 18.1 m2	2325.4 sf / 216 m2
Upper Floor	599 sf / 55.6 m2	55.9 sf / 5.2 m2	543.1 sf / 50.44 m2
Total GFA	4882 sf / 453.6 m2	512.4 sf / 47.6 m2	4369.6 sf / 405.95 m2

LEGAL DESCRIPTION: **PLAN VAP 15335**
BLOCK 1&2
LOT 15
DISTRICT LOT 4753



Issue/Revision

Building Permit

Part 9 Building, Residencial C Occupancy
Designed under BCBC 2006

Project name:

7162 NANCY GREENE DRIVE

Drawing Title:

SITE PLAN LOWER FLOOR

Scale: 1/8" = 1'

Drawn:

Date: 6 / 20 / 2014

Sheet #: **A 0.0**

Resort Municipality of Whistler
Attn: Robert Brennan
4325 Blackcomb Way
Whistler, BC V0N 1B4

May 9, 2014

Re: 7162 Nancy Greene Drive – Development Variance Permit application

Dear Mr. Brennan:

I am the owner of 7165 Nancy Greene Drive. I understand from the new owners of the opposite property at 7162 Nancy Greene Drive that the second story above their hottub was built many years ago without a building permit and that it is closer to their East side property line than would be allowed by the current Zoning Bylaw. I also understand that the new owners intend to apply for a Development Variance Permit seeking permission to allow the existing non-conforming side setback to remain. I do not object to this variance.

Yours truly,

Petr Neveklovsky
7165 Nancy Greene

RECEIVED
MAY 20 2014
RESORT EXPERIENCE PLANNING
RESORT MUNICIPALITY
OF WHISTLER

Resort Municipality of Whistler
Attn: Robert Brennan
4325 Blackcomb Way
Whistler, BC V0N 1B4

May 9, 2014

Re: 7162 Nancy Greene Drive – Development Variance Permit application

Dear Mr. Brennan:

I am the owner of 7166 Nancy Greene Drive. I understand from the new owners of the adjacent property at 7162 Nancy Greene Drive that the second story above their hottub was built many years ago without a building permit and that it is closer to their East side property line than would be allowed by the current Zoning Bylaw. I also understand that the new owners intend to apply for a Development Variance Permit seeking permission to allow the existing non-conforming side setback to remain. I do not object to this variance.

I also understand that the building permit for their hottub area called for the East side of their hottub area to be finished with a wall at the South end and a railing at the North end. Instead, the East side has a wall along its full length. I would require that this wall remains rather than replacing it with a railing as it provides more privacy and sound isolation between our two properties.

EAST T.

Yours truly,

Tom Thomson

Tom Thomson
7166 Nancy Greene Dr.

RECEIVED
MAY 20 2014
RESORT EXPERIENCE PLANNING
RESORT MUNICIPALITY
OF WHISTLER

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: August 5, 2014 **REPORT:** 14-090

FROM: Resort Experience **FILE:** LLR 1196

SUBJECT: LLR 1196 – FAIRMONT GOLF COURSE CLUBHOUSE INCREASE IN LIQUOR PRIMARY PATIO CAPACITY

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council pass the resolutions attached as Appendix "A" to Administrative Report No. 14-090 providing Council's recommendation to the Liquor Control and Licensing Branch regarding an Application from the Fairmont Chateau Whistler Golf Course Clubhouse for a Structural Change to Liquor Primary License No. 151717 to increase the licensed of the patio and increase the patio occupant load from 30 to 87 persons.

REFERENCES

Applicant: Fairmont Chateau Whistler Golf Course Clubhouse
Location: 4612 Blackcomb Way

Appendices:

"A" – RMOW Resolution – Structural Change to a Liquor Primary License
"B" – Location Plan
"C" – Letter from Rising Tide Consultants dated June 18, 2014
"D" – Occupant load stamped drawing for Clubhouse patio
"E" – Minutes of July 3, 2014 LLAC Meeting (relevant excerpts)

PURPOSE OF REPORT

This report presents a recommendation for Council's consideration regarding an application for a structural change to a liquor primary license to increase the licensed area and occupant load of the Farimont Golf Course Clubhouse outdoor patio. For this type of license amendment the provincial Liquor Control and Licensing Branch (LCLB) requires local government comment in the form of a resolution from Council regarding the suitability of the license change and specifically addressing considerations relating to the potential for noise, the impact on the community and the views of residents.

DISCUSSION

Establishment Location, Current Capacity and Hours

The Fairmont Chateau Golf Course Clubhouse is located at 4612 Blackcomb Way (shown on Appendix "B") adjacent to the Upper Village, and provides liquor service with liquor primary license No. 151717. The interior licensed capacity is 61 persons, and the current patio is licensed for 30 persons. The interior area of the Clubhouse also has a food primary licensed area with a capacity of 17 persons, and there is no food primary licensed patio. The hours of liquor service for the liquor

primary license were recently changed to 9:00 am to 1:00 am, seven days a week. (The food primary hours of service are 9:00 am to midnight, seven days a week.)

Application for Increase in Liquor Primary Licensed Area and Capacity

The Fairmont Chateau Whistler is applying for a structural change to a liquor primary license to increase the licensed area and capacity of the Golf Course Clubhouse liquor primary patio. See Appendix "C" for a letter from the applicant's agent (Rising Tide Consultants) with a rationale for the requested change, and also see Appendix "D" for a Clubhouse main floor plan drawing showing the patio area to be licensed. The plan shows the proposed liquor primary patio (Area E), with an area of 105 m^2 and a proposed occupant load (capacity) of 87 persons based on Council Policy G-17 standard of 1.2 m^2 per person for areas with seating and tables. The current licensed patio is the central (shaded) section of Area E and has a current capacity of 30 persons. The applicant letter explains that the increased patio capacity will benefit golfers and the general public and further states, "The customer base being served are tourists from both international and North America and people living and working in Whistler and the surrounding area."

LCLB Review Process

The Fairmont has submitted an application to the LCLB for a Structural Change to its liquor primary license to increase the licensed area and capacity of its liquor primary patio. For this type of application the LCLB requires comment from local government in the form of a resolution from municipal Council. That resolution must address the potential for noise, the impact on the community, the views of the residents and a recommendation as to whether the license amendment should be approved.

Municipal Review Process

For this type of application Council Policy G-17 specifies a public advertising period, a good standing review, a Liquor License Advisory Committee (LLAC) referral/report/recommendation, a staff report to Council and a Council resolution to the LCLB in a prescribed format. Also part of the municipal review is a referral of the proposed floor plan drawing of the establishment for building code compliance and a determination of occupant load. Whistler Fire Rescue Service has stamped the plan drawing of Appendix "D" with a patio occupant load of 87 persons.

Current Good Standing Status

In order for the Municipality to give consideration to an application requesting a permanent change to a license the applicant must be in "Good Standing" with respect to the compliance and enforcement history of the establishment. The application was referred to the LCLB inspector, the Whistler Detachment of the RCMP, the Whistler Fire Rescue Service and the RMOW Building and Bylaws Departments. Each was asked to provide a written list of any contraventions and their disposition for the 12-month period preceding the date of the application and any other comments considered to be relevant. There were no compliance issues identified, so the applicant is considered to be in Good Standing.

Liquor License Advisory Committee Review Process

A summary of the applicant's proposal was referred by e-mail to LLAC members on June 19, 2014 and members were asked to provide their initial comments. Staff then prepared a report, which was presented at the July 3, 2014 meeting of the committee. The report addressed the LLAC review criteria regarding the need for the license change and the impacts on the resort community. An agent of the applicant then provided a further rationale for the proposed license change and addressed LLAC member questions and concerns about the application. (Relevant excerpts of the

minutes of the LLAC meeting are attached herein as Appendix "E".) The committee then passed the following motion:

> **That** the Liquor License Advisory Committee supports the application from the Fairmont Chateau Whistler Golf Course Clubhouse to increase the capacity of the liquor primary patio to 87 persons.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Visitor Experience	The resort community's authentic sense of place and engaging, innovative and renewed offerings attract visitors time and time again	Patio areas in Whistler are in high demand during summer daylight hours. The setting of the Chateau Golf Course provides a desirable outdoor amenity for particular use by golfers, but also for other visitors and residents.
Economic	The Whistler economy provides opportunities for achieving competitive return on invested capital	The license changes will permit the establishment the opportunity to operate their business within the limits of municipal and provincial policies.

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
Built Environment	Visitors and residents can readily immerse themselves in nature, free from noise and light pollution	The main concern of outdoor patios is late night noise, especially when nearby accommodation units can be disturbed. The current 30 person patio has not been a problem for the community, and though the present application includes an increase in total patio seats, it is not anticipated that the application will result in problems for the community. With the patio located adjacent to the golf course there are few accommodation units nearby. Management has agreed that any patio amplified music will be turned off by 10:00 pm.The establishment has entered into a Good Neighbour Agreement with the Municipality and has been determined to be in Good Standing with the RCMP with regard to its compliance history.
Health & Social	Community members eat healthy food, exercise and engage in leisure and other stress relieving activities that assist in preventing illness and they avoid the abusive use of substances that evidence indicates have negative effects on physical and mental health	Any new liquor service area has the potential for over-service and/or excessive consumption. The Fairmont has signed a Good Neighbour Agreement that commits it to procedures and training to avoid potentially adverse effects of their products and services.

OTHER POLICY CONSIDERATIONS

Under policies developed and supported by the Liquor License Advisory Committee and in Council Policy G-17 *Municipal Liquor Licensing Policy*, a structural change to add a new licensed area to a liquor primary license specifies a public advertising period, a good standing review, a LLAC

referral/report/recommendation, a staff report to Council and a Council resolution to the LCLB in a prescribed format.

COMMUNITY ENGAGEMENT AND CONSULTATION

In compliance with municipal policy the applicant advertised the proposed permanent change to the Fairmont Golf Course Clubhouse liquor primary license in the June 26 and July 3, 2014 editions of Pique Newsmagazine, and posted a sign at the establishment (commencing June 26, 2014) in order to provide opportunity for public comment. The advertisements and sign requested that any comments be provided in writing to municipal staff on or before July 26, 2014. No comments were received.

SUMMARY

This report presents an application from the Fairmont Chateau Whistler Golf Course Clubhouse for a structural change to a liquor primary license to increase the licensed area and capacity of its liquor primary patio. The report also provides a resolution in support of the application for Council's consideration that addresses criteria specified by the LCLB. This resolution is a result of the application of municipal policy and consultation with the community.

Respectfully submitted,

Frank Savage
PLANNER
for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

APPENDIX A

General Manager,
Liquor Control and Licensing Branch

RE: Application for a Structural Change to a Liquor Primary to increase the licensed area of the patio and increase the patio occupant load from 30 to 87 persons as an amendment to the Farimont Golf Course Clubhouse liquor primary license No. 151717.

At the Council meeting held on August 5, 2014 the Council passed the following resolution with respect to the application for the above named amendment:

"Be it resolved that:

1. The Council recommends the amendment to the license for the following reasons:
   The proposed licensing will provide for improved customer service for both visitors and residents and will not have any significant negative impacts on the resort community. The applicant has entered into a Good Neighbour Agreement and Noise Mitigation Plan with the Municipality.

2. The Council's comments on the prescribed considerations are as follows:
   (a) The potential for noise if the application is approved:
   If the application is approved there is not expected to be a significant increase in noise from the establishment. The main concern of outdoor patios is late night noise, especially when nearby accommodation units can be disturbed. The current 30 person patio has not been a problem for the community, and though the present application includes an increase in total patio seats, it is not anticipated that the application will result in problems for the community. With the patio located adjacent to the golf course there are few accommodation units nearby. The establishment has agreed that any patio amplified music will be turned off by 10:00 pm.The establishment is subject to the provisions of the RMOW Noise Control Bylaw No. 1660, 2004. The Good Neighbour Agreement commits the applicant to limit noise disturbances and to comply with the municipal Noise Control Bylaw.

   (b) The impact on the community if the application is approved:
   If the application is approved the impact on the community will likely, on balance, be positive by meeting the service expectations of both visitors and residents. Negative impacts on the community are not anticipated as a result of the requested change to the license.

   (c) The views of residents:
   Council believes that residents are in favour of the application and that residents are not opposed to the application. The method used to gather the views of residents was placement of an information sign at the front of the establishment (commencing June 26, 2014) and advertisements in the June 26 and July 3, 2014 editions of Pique Newsmagazine. No comments were received. Further, the municipal Liquor License Advisory Committee, comprising various community representatives, voted to support the application."

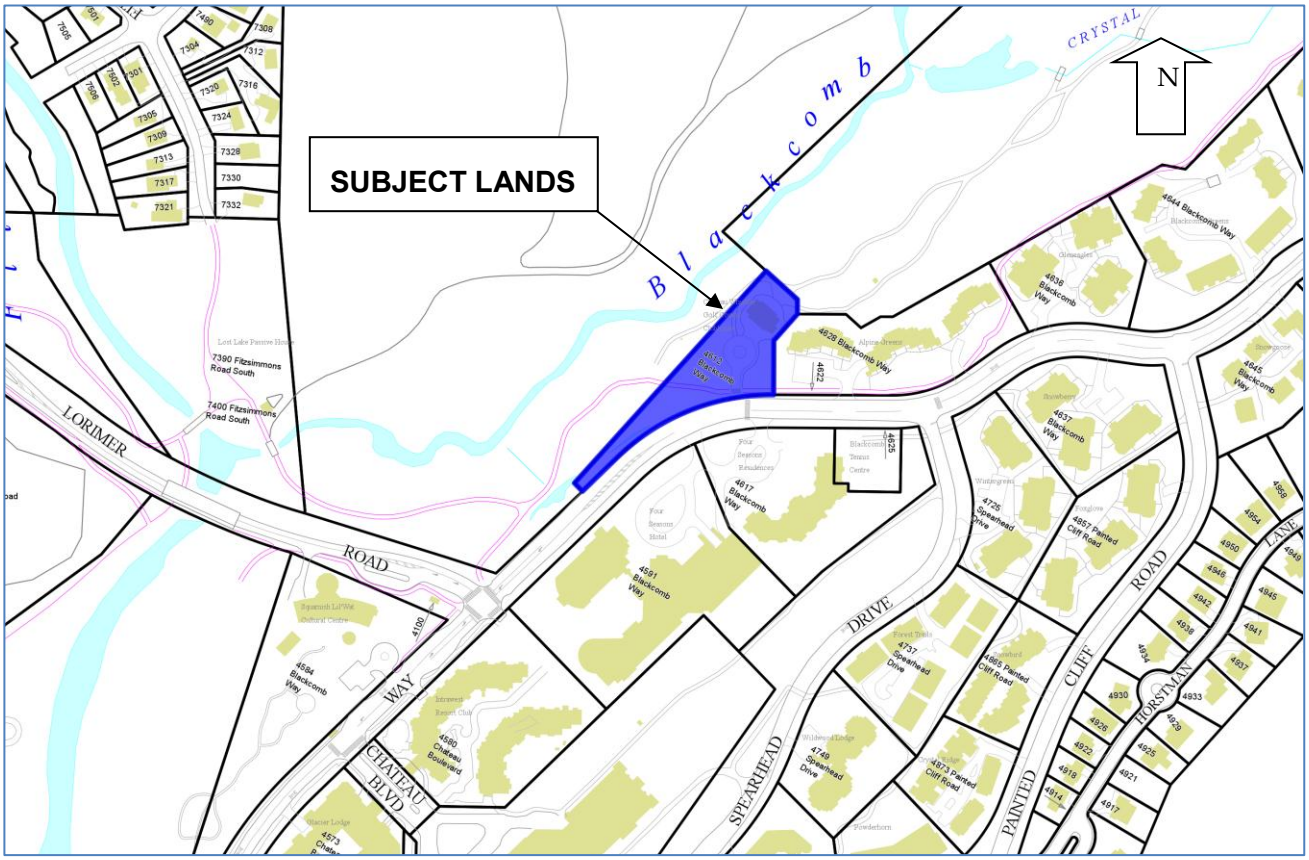
The undersigned hereby certifies the above resolution to be a true copy of the resolution passed by the Council of the Resort Municipality of Whistler on August 5, 2014.

Sincerely,

Shannon Story
CORPORATE OFFICER
Resort Municipality of Whistler

APPENDIX B

LOCATION PLAN – FAIRMONT CHATEAU WHISTLER GOLF COURSE CLUBHOUSE



RisingTide CONSULTANTS
Your liquor licensing experts.
1090 - 1130 West Pender Street | Vancouver | British Columbia | V6E 4A4
604-669-2928 | 604-669-2920 fax | www.risingtideconsultants.ca

June 18, 2014

VIA COURIER

Mr. Frank Savage
Planner
Planning Services
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, B.C. VON 1B4

Dear Frank:

Re: Letter of Rationale
Application for a Structural Change to liquor primary license to increase the capacity of the liquor primary licensed patio
At: "The Clubhouse"
Fairmont Chateau Whistler
4612 Blackcomb Way, Whistler, B.C. VON 1B0
Liquor Primary License Number 151717
Licensee: Canadian Resort Hotels Limited Partnership.

The writer is assisting the above applicant with a request to the Resort Municipality of Whistler and the Liquor Control & Licensing Branch for an increase in capacity for the liquor primary licensed patio from the current 30 seats to 87 seats. This will offer the general public as well as the golf-playing public an expanded sizeable patio for their enjoyment.

The Fairmont Chateau Whistler is requesting this increase of capacity to the liquor primary patio to better serve the general public of Whistler which is a leading international and North American ski and recreational destination. The customer base being served are tourists both international and North American and people living and working in Whistler and the surrounding area.

The increase in capacity of the liquor primary patio will have benefits to the community in that it will provide employment opportunities and also provide a source of tax revenue for the Resort Municipality of Whistler and the Provincial and Federal Governments. It will further diversify this luxurious hospitality venue nestled at the base of Blackcomb Mountain.

The Fairmont Chateau Whistler has a very positive record with the Liquor Control & Licensing Branch, Resort Municipality of Whistler and the RCMP Detachment in Whistler.

The Fairmont Chateau Whistler does not envisage any adverse impacts on the community with the increase in capacity and size of this liquor primary licensed patio. Indeed, it will have very positive impacts and benefits as mentioned above.

Do not hesitate to contact me if you require further information.

Thanks kindly for your assistance, Frank.

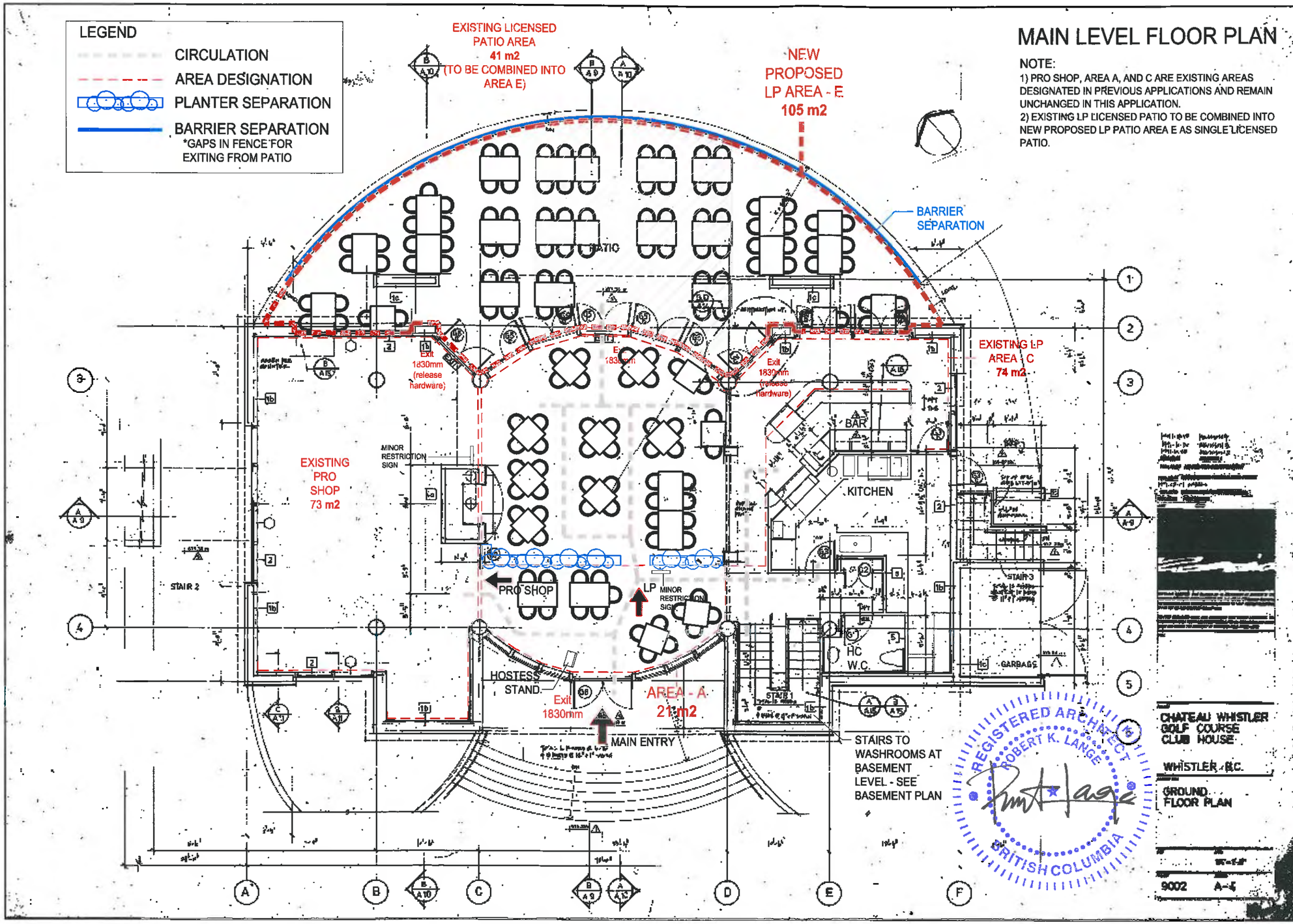
Yours truly,

RISING TIDE CONSULTANTS LTD.

Susan Mander

Susan Mander

Licensing Specialist



MAIN LEVEL FLOOR PLAN

NOTE:
1) PRO SHOP, AREA A, AND C ARE EXISTING AREAS DESIGNATED IN PREVIOUS APPLICATIONS AND REMAIN UNCHANGED IN THIS APPLICATION.
2) EXISTING LP LICENSED PATIO TO BE COMBINED INTO NEW PROPOSED LP PATIO AREA E AS SINGLE LICENSED PATIO.

PROPOSED AREAS
Liquor Primary Patio
PATIO AREA - E: 105 m2 (Occupant Load = 87)

EXISTING AREAS
Food Primary License Area - TO REMAIN UNCHANGED
AREA - A: 21 m2 (Occupant Load = 17)

Liquor Primary Interior License Area - TO REMAIN UNCHANGED
AREA - C: 74 m2 (Occupant Load = 61)

Total Designated FP area = 21m2
Total Designated LP area (Interior + Patio) = 179m2

Pro Shop Area - TO REMAIN UNCHANGED
73 m2 (Occupant Load = 19)
*Occupant load calculated at 3.7 m2 per person per BCBC Table 3.1.17.1 - Mercantile Uses Basements and First Storeys

OCCUPANT LOAD
Occupant Load @ 1.2m/person:

Interior
Food Primary Area = 17
Liquor Primary Area = 61
Pro Shop = 19
Total = 97

Exterior
Liquor Primary Area (Patio)
PROPOSED = 87
Total = 87
Total Overall Occupant Load = 184

Exiting: Food Primary Area = 1830mm
Liquor Primary Area = 3660mm
Pro Shop = 1830mm
Total Exiting = 7320mm

Exiting Width Required
184 people x 6.1mm/person = 1122.4mm min.
(3.4.3.2.1.a BCBC 2012) and (3.4.6.16.2.b BCBC 2012)
*Note: Panic hardware provided on two sets of doors (noted on floor plan), providing 3660mm of exit width with door release, satisfying the minimum exit width of 1122.4mm.

Washrooms:
Male= 2 toilets and 2 urinals = 125 male capacity
Female = 3 toilets = 75 female capacity
HC Washroom = 1 toilet = 10 unisex capacity
Total Capacity = 75female + 125male + 10unisex
= 210 max. capacity

Whistler Fire Rescue Service
Skidmore, July 2/14
Occupant Load # 87 persons
Patio

Minutes of July 3, 2014 LLAC Meeting
(Relevant Excerpts)

File No. LLR1196 Fairmont Chateau Whistler Golf Course Clubhouse Increase in Liquor Primary Patio Size and Capacity

Frank Savage presented on the Fairmont Golf Course Clubhouse application and advised of the following:

- Applying to increase size and capacity of the Clubhouse liquor primary patio from 30 persons to 87 persons. The licensed area of the liquor primary patio will be expanded into the currently unlicensed patio area. The interior capacity will not change.
- No comments were received from LLAC members during the initial referral.
- Local community input: The Fairmont posted an ad in Pique Newsmagazine on Thursday, June 26 and Thursday, July 3, and a sign was posted on Thursday, June 26 for 30 days, with comments due by July 26.
- Good Standing review was referred to LCLB, RCMP, Fire department, Building department and Bylaw departments. No compliance issues were identified, so the Fairmont is deemed to be in Good Standing.
- Analysis of LLAC review criteria: The patio capacity increase will benefit the community, including residents, visitors and the golfing community. Not likely to be parking issues as there is shuttle service and nearby underground parking, and traffic impacts are not likely to occur. As for potential noise impacts, the establishment will be asked that all amplified music be turned off by 10 pm.
- Any comments from public will be included in the report to Council, scheduled for August 5.

Bert Hick, President of Rising Tide Consultants , presented:

- Patio will be predominantly for golfers; the seasonal patio operates only for the golf season,
- Parking and traffic will not be issues as most golfers will shuttle to the Clubhouse,
- Clientele are mature golfers and the Fairmont is looking to add to the golfing experience.

<u>LLAC Member Questions</u>

- Are there any problems with having speakers turned off by 10 pm? Applicant is happy to comply, there often isn't any music played on the patio
- Can there be minors on patio? Yes, as golf course they have the right to have minors in the establishment until 10 pm.
- Will it be used for weddings? Infrequently, the Clubhouse establishment is more for golfers.

<u>LLAC Member Comments</u>

- RMOW Resort Experience representative: RMOW supportive of summer patios and the benefit to visitor experience. There do not appear to be any potential negative impacts.
- RMPC: no concerns
- Nightclub sector representative: no concerns
- Restaurant sector representative: – With the change the establishment will be able to accommodate a full shotgun tournament with 144 people using both the interior and patio areas.
- Pub sector representative: Pubs know that summer time patios will benefit guest, fully in support

Moved by Brenton Smith
Seconded by Terry Clark

That the Liquor License Advisory Committee supports the application from the Fairmont Chateau Whistler Golf Course Clubhouse to increase the capacity of liquor primary patio to 87 persons.

CARRIED.

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-091
FROM:	Resort Experience	**FILE:**	DP 1342
SUBJECT:	DP 1342 – 4165 SPRINGS LANE GARIBALDI LIFT COMPANY PATIO CANOPY		

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 1342 for a patio canopy addition and associated patio improvements to the Garibaldi Lift Company per the architectural plans prepared by Michael Green Architecture, dated July 23, 2014 attached as Appendix B to Council Report No. 14-091, which includes the following variance to the Zoning Bylaw:

a) Vary north setback from the canopy structure from 30 metres to 2.0 metres (Section 13.1.6.2)

subject to the resolution of the following items to the satisfaction of the General Manager of Resort Experience:

1. Finalization of the plans and outstanding items specified in the letter attached as Appendix G to Council Report No. 14-091; and further
2. Registration of a Section 219 covenant to implement noise mitigation measures.

REFERENCES

Location:	4165 Springs Lane
Legal Description:	Block M, DL 3020, Group 1, New Westminster District, PID 023-376-007
Owners:	Crown land leased to Whistler Mountain Resorts Limited Partnership
Zoning:	RR1 Zone (Rural Resource One)
Appendices:	"A" Location Map "B" Architectural Plans "C" Solar Access Impact Analysis "D" Advisory Design Panel Minutes, April 16, 2014 "E" Letter from neighbouring property "F" Letter from GLC "G" Letter to Applicant

PURPOSE OF REPORT

This report seeks Council's approval of Development Permit 1342, an application by the leaseholder for a patio canopy addition and associated patio improvements to the Garibaldi Lift Company (GLC).

The development permit is subject to Council approval as the proposed patio canopy covers an area greater than 20 square metres.

DISCUSSION

Background

The GLC is located at 4165 Springs Lane at the base of Whistler Mountain in Whistler Village, with frontage on Skiers Plaza and the lower slopes of Whistler Mountain (see Appendix A).

In February 2014 the owners of the GLC submitted a development permit application for improvements to the existing GLC patio consisting of an enlargement of the existing east outdoor patio adjacent to the lower slopes of Whistler Mountain to the extent of the existing temporary wood decking around the patio and the addition of a canopy structure over the north patio seating area overlooking Skiers Plaza.

The project was intended to be built in two phases; the east patio extension in spring of 2014 and the north patio canopy in fall of 2014.

To facilitate proposed construction timing, staffs separated the development permit into 2 phases, phase 1 east patio extension and phase 2 north patio canopy, enabling the General Manager to approve the phase 1 east patio extension on May 6, 2014. The east patio extension is shown for reference on Drawing A6 of Appendix B. The patio extension has space for 104 persons. On June 3, 2014 Council passed a resolution providing recommendation to the Liquor Control and Licensing Branch to amend the GLC liquor primary license to increase the physical size of the patio and increase the patio occupant load accordingly.

Current Development Proposal

The main features of the rehabilitation and improvements that affect the form and character of the development and pertain to the phase 2 development permit approval are summarized below:

- A permanent canopy structure will be added to the north patio. The canopy will cover 1,733 square feet of the patio area in an effort to enable further activation of the north patio area during shoulder season and inclement weather.

- The new canopy structure slopes back towards the existing roof to positively retain snow. The roof lines of the new canopy will echo the existing building without trying to mimic it in entirety, with the result that the building will have a composition of sloped roofs.

- The canopy materials will consist of steel truss frame and exterior support columns, interior metal flashing, wood soffit, glulam columns, clear glass clerestory, glass skylight and SBS roof membrane. Flashing and painted steel will match/complement the predominantly light grey of the existing building.

- All existing patio guardrails will be replaced with a glass guardrail.

- During winter months the covered area will be further protected by a clear vertical vinyl enclosure extending from the underside of the glass clerestory to the top of the glass guardrail.

- Existing exterior patio lighting will be removed. The canopy will be lit with a combination of uplighting of the wood soffit and glulam columns, and recessed downlighting. New light posts are proposed along the glass guardrail at all patio areas not covered by the canopy. All new lighting will be LED.

The architectural drawings submitted for development permit are attached as Appendix B.

Advisory Design Panel Review

The proposal was presented to the municipal Advisory Design Panel on April 16, 2014. The Panel was generally supportive of the overall design concept as it will make the patio area covered and useful. The Panel had mixed comments respecting the integration of the canopy design with the existing building and requested the applicant to work with staff to address comments related to integration and detailing. The minutes of the Advisory Design Panel meeting are attached as Appendix D.

The applicant has addressed Panel's comments to the satisfaction of staff.

WHISTLER 2020 ANALYSIS

Overall, the proposal supports the Whistler 2020 strategies of economic, visitor experience, built environment, and energy.

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Economic	Whistler holds competitive advantage in the destination resort marketplace as a result of its vibrancy and unique character, products and services.	The improvements are well integrated and contribute to a high standard of design. Staff have identified some minor details to be addressed to further ensure appropriate building character, integration and detailing consistent with the Whistler Village Design Guidelines.
Visitor Experience	The resort is comfortable, functional, safe, clean and well-maintained.	
	The resort community's authentic sense of place and engaging, innovative and renewed offerings attract visitors time and time again.	
Built Environment	The built environment is attractive and vibrant, reflecting the resort community's character, protecting viewscapes and evoking a dynamic sense of place.	
	Building design and construction is characterized by efficiency and durability.	Building materials are considered sufficiently durable and detailed to withstand Whistler's harsh climate. Patio heating will transition to electric radiant and electric infrared heating. Wherever possible materials used will be sourced from BC to minimize embodied energy through transportation.
	The new and renovated built environment has transitioned towards sustainable management of energy and materials.	
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.	
W2020 Strategy	**AWAY FROM Descriptions of success that resolution moves away from**	**Mitigation Strategies and 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.	Energy is required to manufacture the necessary building materials, however, all new construction components are deemed to be durable, such that the impact of emissions during manufacturing is minimized when the long service life of such components is considered.

OTHER POLICY CONSIDERATIONS

Zoning Analysis

The property is located in the RR1 (Rural Resource One) zone.

The minimum permitted setback for recreation buildings in the RR1 zone is 30 metres, per Section 13.1.6.2 of the Zoning Bylaw. The existing GLC/Whistler Gondola building is situated 0.85 metres from the north property line at its closest point, and 2.0 metres from the north property line where the existing north patio is located on the 2nd floor of the building. As such, a variance to the north setback from 30 metres to 2.0 metres is required for the proposed canopy structure. The existing patio and proposed canopy are located 16 metres away from the nearest parcel of private land (Carleton Lodge) and 27 metres away from the nearest building (Carleton Lodge).

The proposal conforms to all other applicable regulations of the RR1 zone and Zoning and Parking Bylaw 303.

OCP Development Permit Guidelines

The property is located within Development Permit Area #1 – Whistler Village and is subject to development permit approval and guidelines for the form and character of development, protection of development from hazardous conditions and protection of the natural environment. The applicable guidelines are contained within the Official Community Plan.

Of note, the improvements:

- Contribute to the image of a cohesive village, yet still express individuality through the incorporation of consistent elements;
- Are well integrated and contribute to a high standard of urban design and architecture;
- Build on the character and image of a mountain village built by local craftsmen of local materials;
- Establish effective snow management by way of the roof design;
- Utilize building materials that are durable and detailed to withstand Whistler's harsh climate;
- Propose warm building colours applied to accent the architectural elements of the building by utilizing the architectural and decorative features of the building facade as appropriate places for colour transitions

A solar analysis of the proposed patio roof canopy massing has been provided consistent with the submittal requirements of the Whistler Village Solar Access Protection Guidelines. The applicant's rationale for the proposed patio canopy form is to architecturally respond to the existing building form and retain snow. Several canopy options were explored by the applicant. While there will be some shadow impacts as illustrated in Appendix C and summarized in Table 1 below, the overall benefits of the current proposal are considered to outweigh the limited shadow impacts

Table 1
Whistler Village Solar Access Protection Guidelines Solar Access Considerations

Solar Access Guidelines/Considerations	Comment/Impact
General	
Preserving the solar access characteristics of the Village as they exist today is the over-riding principle staff will apply in reviewing applications.	Consideration must be given to the overall impacts and benefits demonstrated by the applicants design rationale.
The analysis should indicate any impacts on significant solar features, public seating and gathering areas of the Outdoor Rooms, patios and pools. Areas noted as Hot Zones have increased sensitivity and importance to the success of Whistler as a people place, and therefore have increased requirements for preservation.	Shadow impact on Skiers Plaza Hot Zone on Feb 15 – Mar 15 @ 4 pm only.
Skiers Plaza Specific	
Critical to maintain afternoon sun to support resort skiing experience.	Limited mid-plaza shadow impact in afternoons Feb 15 – April 15 and Oct 15.
Unobstructed sunlight on the open plaza must be maintained as the area functions as the most important waiting, viewing and gathering area in Whistler Village.	
Solar access for the outdoor patios & pools must be maintained as these are the premier après-ski spots.	Late morning and mid-day shade on portions of the adjacent Whistler Blackcomb patio at Carleton Lodge Nov 5 – Feb 25. No afternoon shadow impacts.
Pan Pacific 1 pool should retain solar access.	No impact

The Whistler Village Design Guidelines contain noise control guidelines specific to nightclubs and cabarets. Applicable guidelines include:

- Nightclubs and cabarets must be located primarily below grade unless exceptional noise isolation measures are included;
- Entries and windows must be designed to limit noise escaping to the street. In addition to vestibule entries, no operable windows are permitted facing a public street or mass, except for class B licenses (restaurants). The use of triple glazing may be required, especially where live entertainment is planned.

The GLC has a liquor primary license with a closing time of 1:00 am, therefore is not considered a nightclub or cabaret per Council Policy G-17 - Municipal Liquor Licensing Policy. However, the GLC routinely hosts live music, DJ and similar-type events which feature amplified music late into the night and staff have received a letter (Appendix E) identifying noise concerns with the existing operation and the proposed improvements.

All licensed establishments must operate in accordance with Whistler's Noise Bylaw. There are no further restrictions on hours of patio operation or amplified music on patios beyond the hours of the liquor license except for patios that encroach onto WVLC lands. All licensed establishments must enter into a Good Neighbour Agreement (GNA) with the RMOW and RCMP, which are standard, except for one licensed establishment located outside of Whistler Village that has additional noise mitigation measures included within their GNA. Additionally, two licensed establishments located outside of Whistler Village have noise mitigation measures included as terms and conditions of their provincial liquor license.

Staff have identified some items to be addressed as a condition of development permit approval to ensure appropriate building character, integrated design elements and noise mitigation consistent with the intent Whistler Village Design Guidelines, as outlined in the Recommendation section of this report and Appendix G.

Green Building Policy

The applicant has been requested to provide a final green building project checklist that responds to each of the green building objectives outlined in Section 2.0 of Green Building Policy G-23.

BUDGET CONSIDERATIONS

The municipality's direct costs of processing and reviewing this application have been covered through the development permit application fees.

COMMUNITY ENGAGEMENT AND CONSULTATION

An information sign has been posted on the property per Development Permit application requirements.

Staff received a letter, dated June 13, 2014, from the Vice-Chair of the Carleton Lodge Strata Council, attached as Appendix E. The letter identifies noise concerns with the existing operation and the proposed improvements and makes requests for conditions of approval of the development permit.

Staff forwarded the letter to the applicant and the applicant responded (Appendix F) with their current noise mitigation strategies and the proposed effect of the new roof canopy on noise.

Staff have identified noise mitigation measures and commitments to be implemented as a condition of development permit approval as outlined in the Recommendation section of this report and Appendix G. This would incorporate strategies and measures identified by the applicant in their letter.

SUMMARY

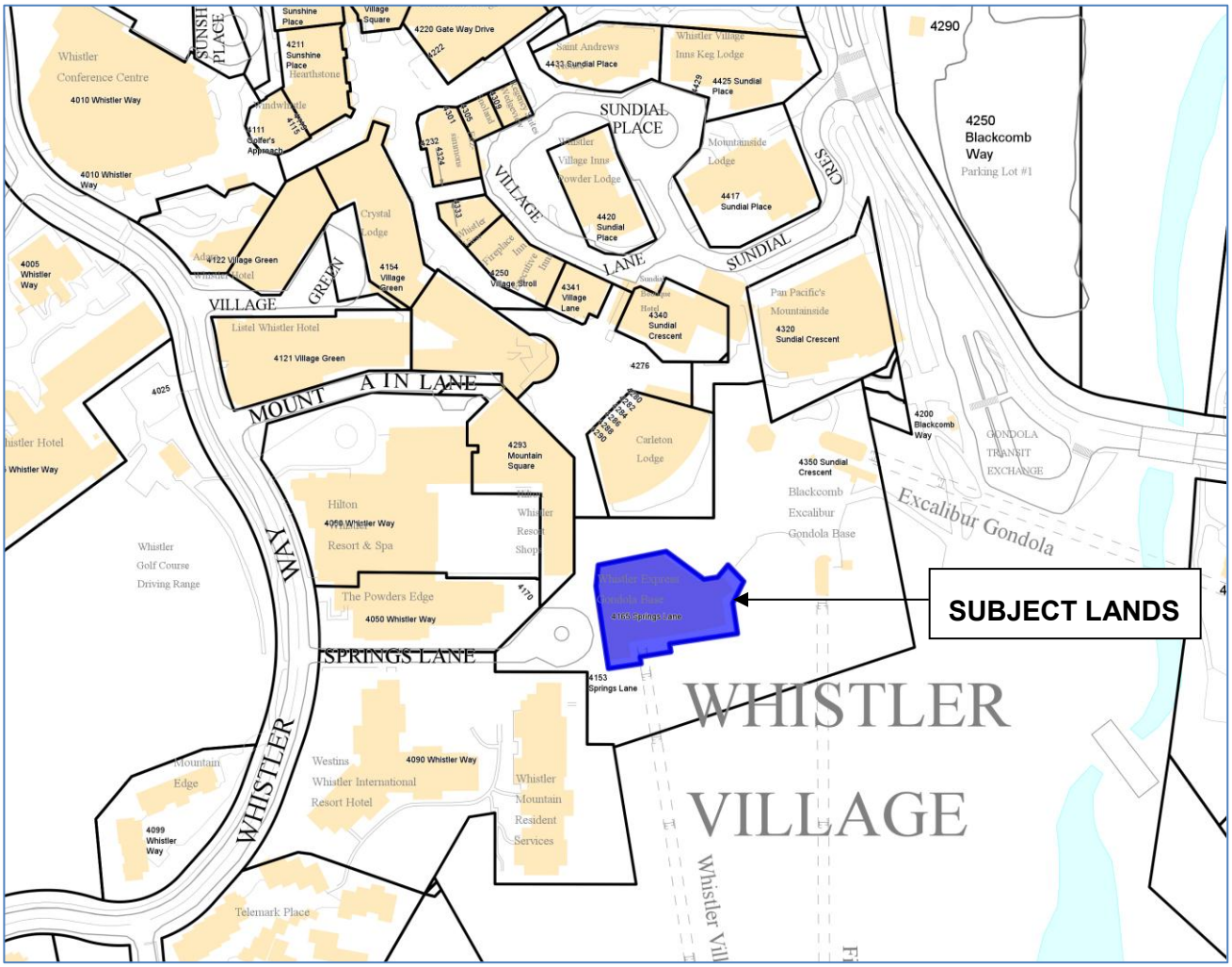
This report seeks Council's approval of Development Permit 1342, an application by the leaseholder for a patio canopy addition and associated patio improvements to the Garibaldi Lift Company.

Respectfully submitted,

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

APPENDIX A

LOCATION MAP



APPENDIX B

Digital Stamp

DEVELOPMENT PERMIT APPLICATION

GARIBALDI LIFT COMPANY PATIO UPGRADE

UPDATED DRAWING SUBMISSION - JUNE 24, 2014

DP 1342 ORIGINALLY SUBMITTED ON FEBRUARY 19, 1014

Updated Drawing Submission - July 23, 2014

WHISTLER BLACKCOMB
4545 BLACKCOMB WAY, WHISTLER, BC, CANADA, V0N 1B4 - contact Paul Street

MICHAEL GREEN ARCHITECTURE
57E CORDOVA STREET, VANCOUVER, BC, CANADA, V61 1K3 - contact Asher deGroot

COPYRIGHT RESERVED

These drawings and the design are at all times the exclusive property of Michael Green Architecture Inc. and cannot be used without the consent of the above named architects.

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FROM THE RMOW OFFICIAL COMMUNITY PLAN:
An inspiring and enduring Vision | In 1978, the vision was charted for a multi-use pedestrian town centre set in the forest and the mountains; offering visitors a setting distinct from their everyday environment, Whistler Village was to be a place of life and excitement in all seasons; a social place, a restful place, a place of discovery and delight, a place to catch the sun, a place to be entertained, and a place to participate. Carefully situated buildings responsive to light and landscape, linked by a meandering central pedestrian promenade connecting lively public plazas and squares, were central to this vision of the Village as a journey of constant discovery and a destination in and of itself.

FROM WHISTLER 2020:
Priorities | Enriching Community Life; Enhancing the Resort Experience; Protecting the Environment; Ensuring Economic Viability; and Partnering for Success

PROJECT NARRATIVE
With this upgrade to the Garibaldi Lift Company restaurant exterior seating areas, Whistler Blackcomb intends to meet and enhance the active and pedestrian-oriented nature of Whistler Village and Skier's Plaza.

The project comprises an enlargement of the existing east outdoor patio and associated seating, and the addition of a canopy cover to portions of the north seating area at the 2nd floor of the building, overlooking the plaza.

The project is intended to be built in two phases: first the deck extension and other preparatory work (i.e. minor building envelope maintenance) in Spring 2014; the installation of the canopy will follow in Fall 2014.

The project does not add any interior area to the existing building. It does not impact parking, loading and deliveries, or public walkways. There is no impact to staff housing needs.

The project will be constructed using best practices for construction waste management. Wherever possible materials used will be sourced from BC to minimize embodied energy through transportation. Wood is prioritized over metal and steel where appropriate to reduce the overall carbon footprint of the project.

EAST PATIO EXTENSION
The application proposes a permanent extension of the east outdoor seating area towards the mountain bike slope. Whistler Blackcomb has been constructing a temporary extension annually for a number of years, complete with temporary permits from the Municipality. This project proposes to construct a permanent extension of the patio, at grade. The intent is to have a removable guardrail which can be re-set in winter months back to the existing patio edge, to prevent a large grade change due to snow accumulation on the run adjacent.

The patio extension will be in concrete pavers to match the existing patio, with a new re-positionable guardrail. The patio extension enhances opportunities for viewing of special events in summer, and increases lively, active outdoor space within the village & Skier's Plaza.

NORTH PATIO CANOPY
At the north exterior seating area, which is one storey above Skier's Plaza, the project proposes a permanent timber, glass and steel canopy roof structure, complete with new guardrails and lighting. This cover will allow the patio seating to be activated during shoulder season and inclement weather, enhancing the visible social life and vitality of the Village.

During winter months the covered area will be further protected by a high-end vertical vinyl enclosure, stretched between the top rail of the glass guardrail, and the underside of a glass fascia at the perimeter of the canopy.

The canopy's folded plane design preserves and promotes mountain views and access to sunlight for the plaza, indoor and outdoor seating areas. The materials have been chosen to reflect a west coast aesthetic, and to provide a unique feature overlooking the plaza, while harmonizing with the existing peaked roofs of the GLC and Whistler Gondola.

The canopy structure slopes back towards the existing roof to positively retain snow, and will improve snow management on the existing adjacent roofs.

Energy-efficient, minimalist lighting fixtures will modestly up-light the canopy surface, while adhering to dark sky principles and eliminating bleed or glare to adjacent properties.

Digital Stamp

DRAWING LIST

A1a	Project Description
A1b	Response to ADP Commer
	Site Survey
A2	Context Plan
A3	Site Plan
A4	Existing North Floor Plan
A5	Proposed North Floor Plan
A6	Proposed East Floor Plan
A7	Proposed North Roof Plan
A8	Proposed North Reflected Ceiling Plan
A9	Elevations
A10	Elevations
A11	Section
A12	Lighting, heating and vinyl enclosure configuration
A13	Light Fixtures
A14	Light Fixtures
A15-A22	Renderings
A23-A24	Additional Shadow Studies

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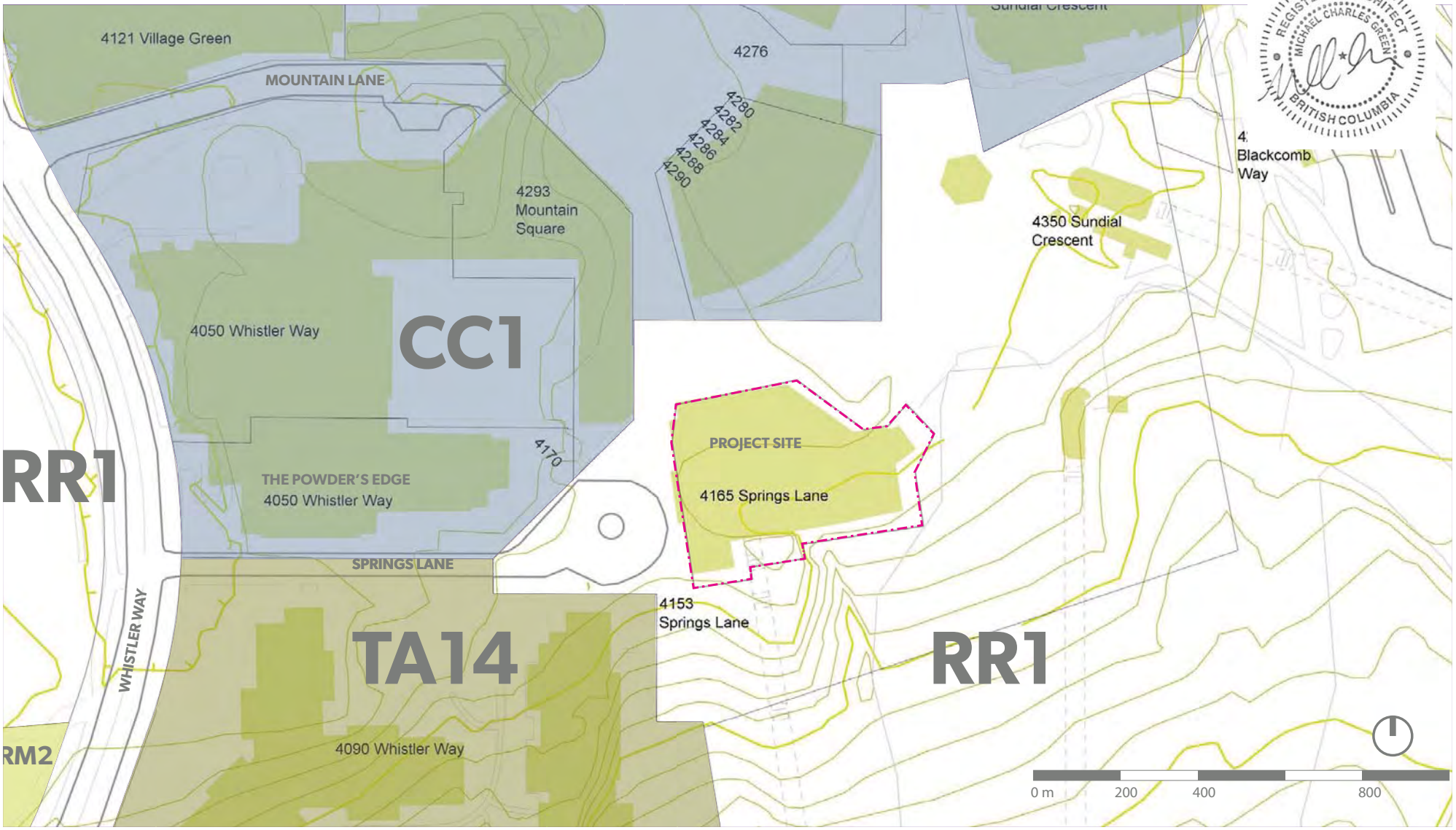

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REGISTERED ARCHITECT
MICHAEL CHARLES GREEN
BRITISH COLUMBIA

CONTEXT PLAN **A2**

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THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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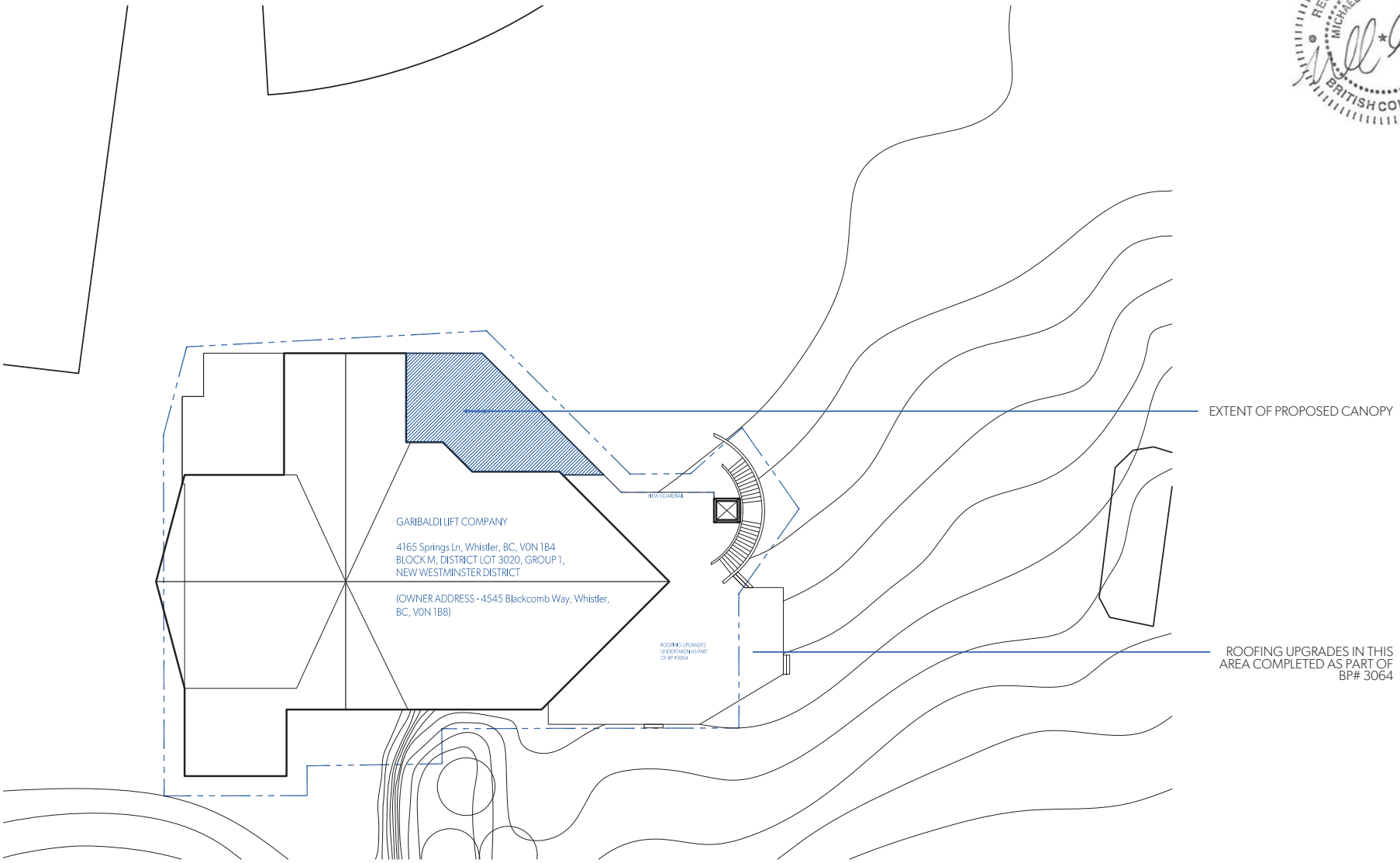

SITE PLAN
1:400

A3

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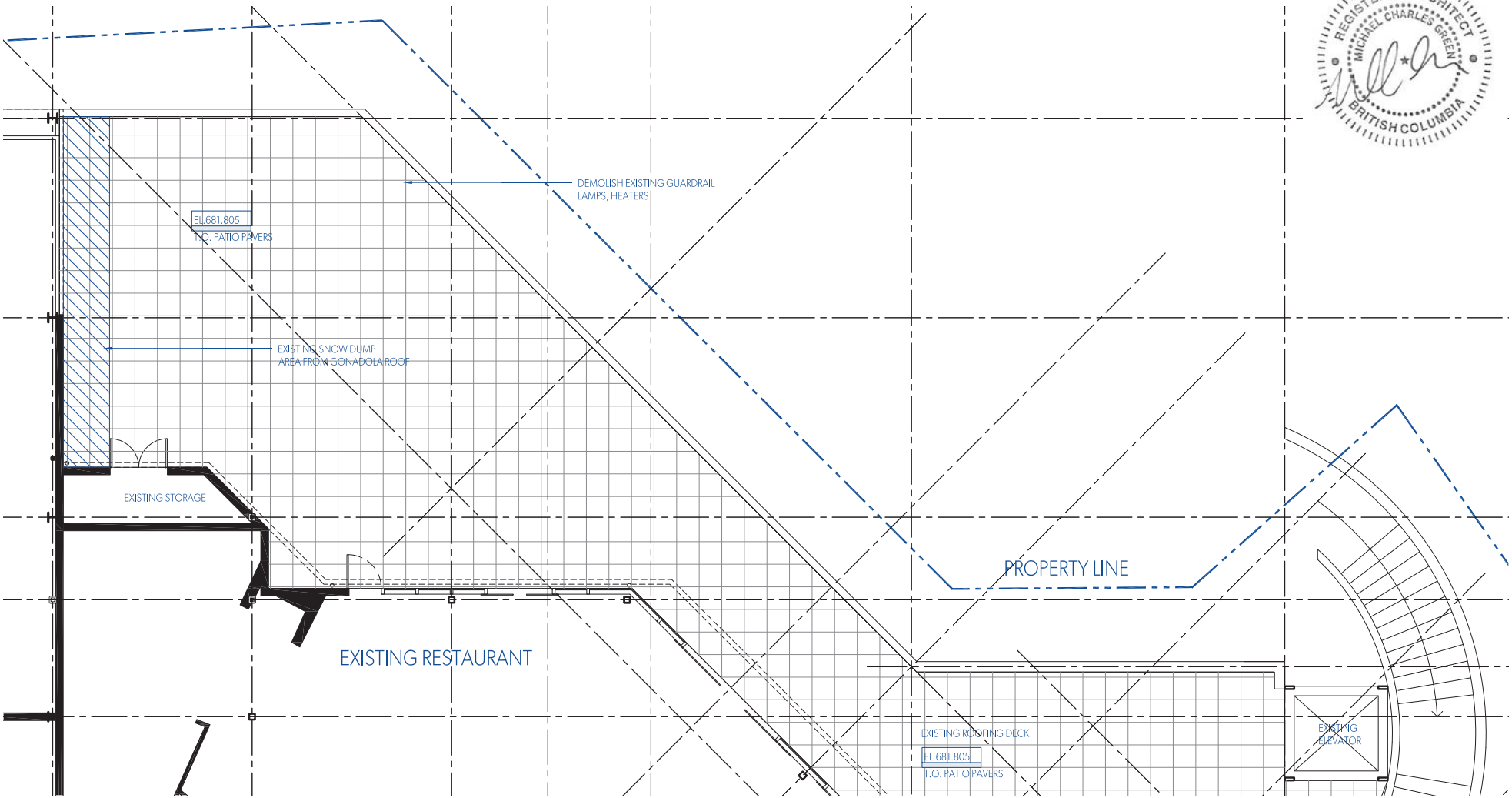

N

EXISTING NORTH FLOOR PLAN
1:100

A4

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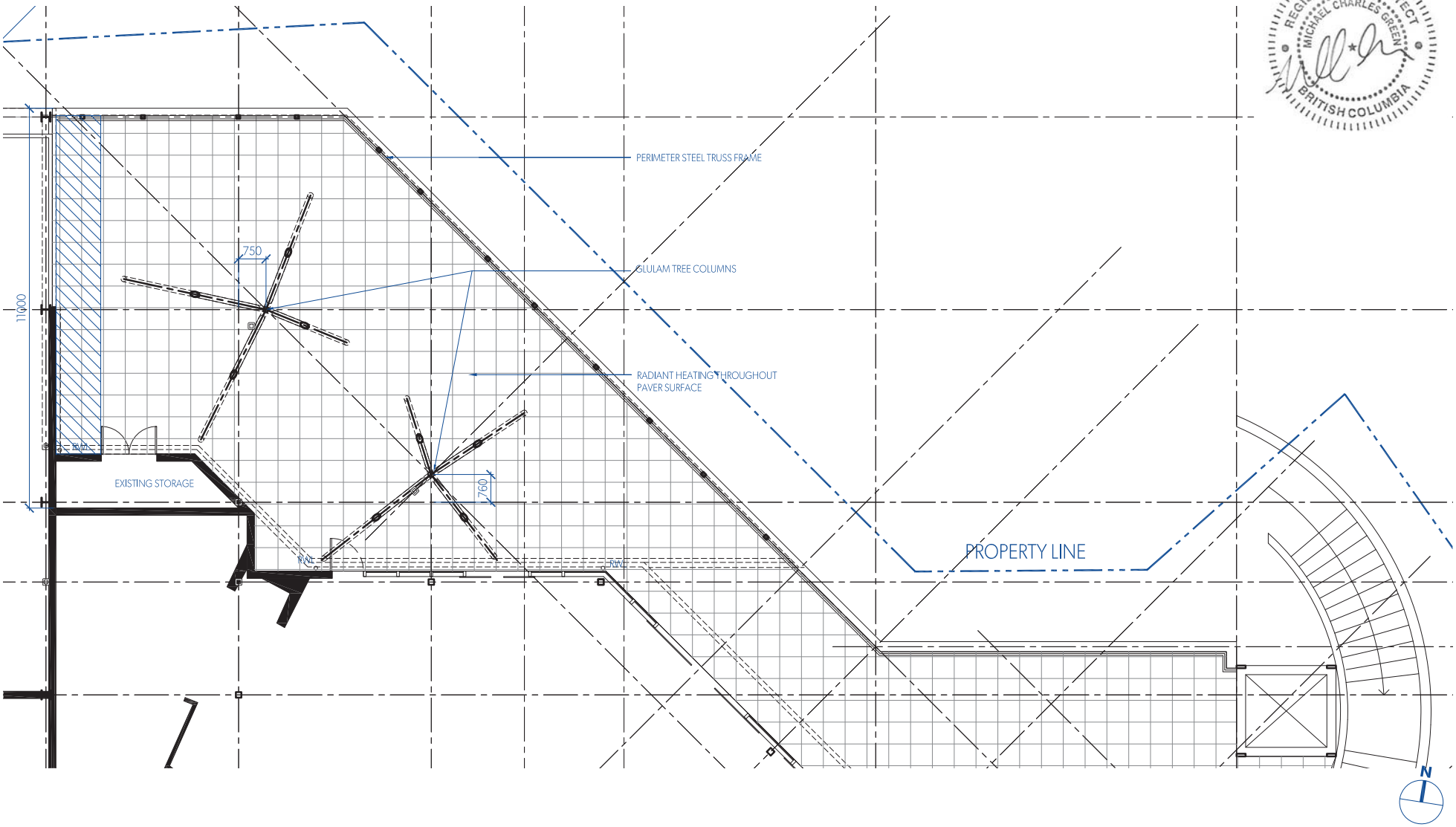
MICHAEL CHARLES GREEN
BRITISH COLUMBIA



PROPOSED NORTH FLOOR PLAN
1:100

A5

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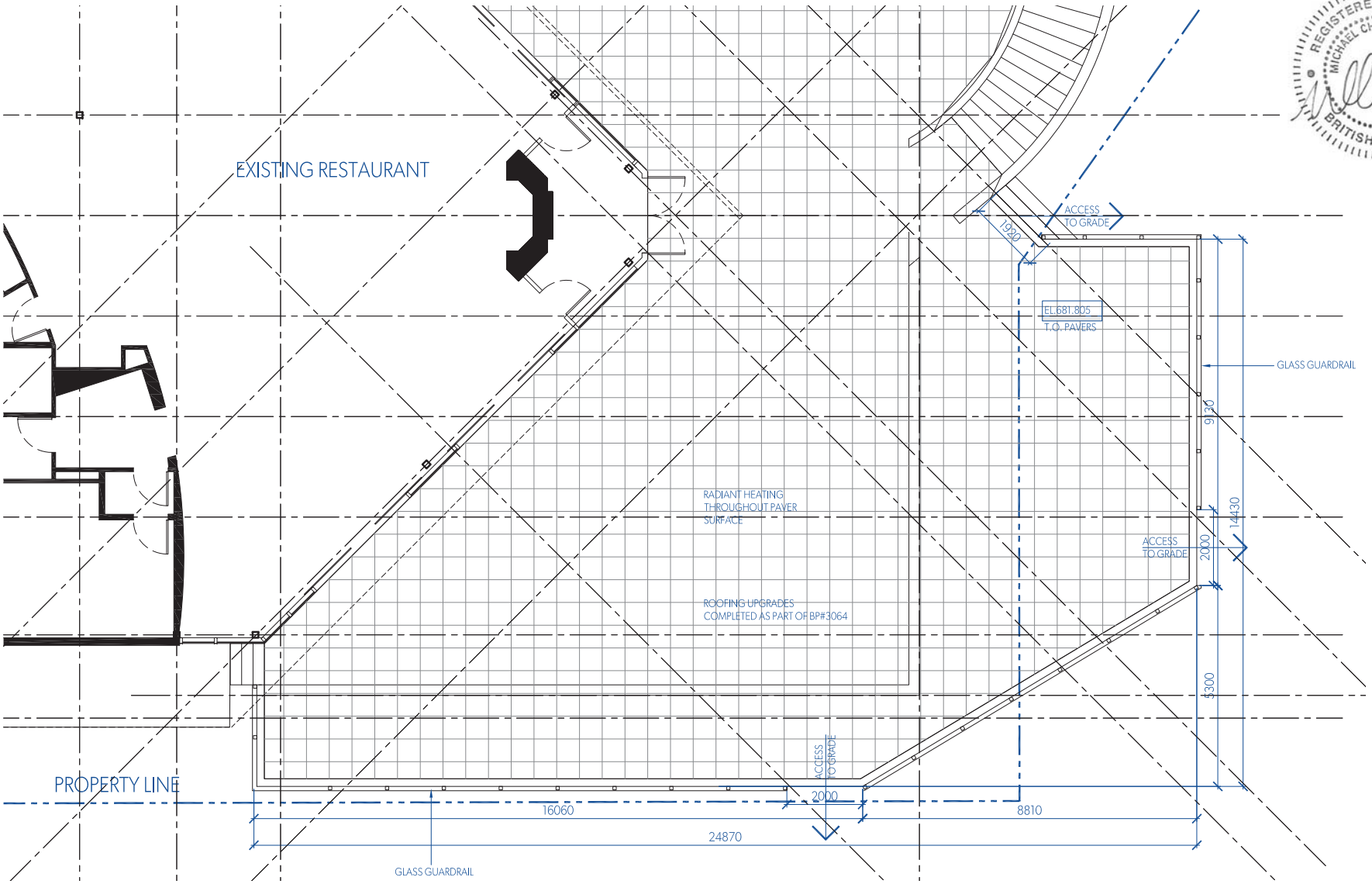
BRITISH COLUMBIA



N

PROPOSED EAST FLOOR PLAN
1:100

A6

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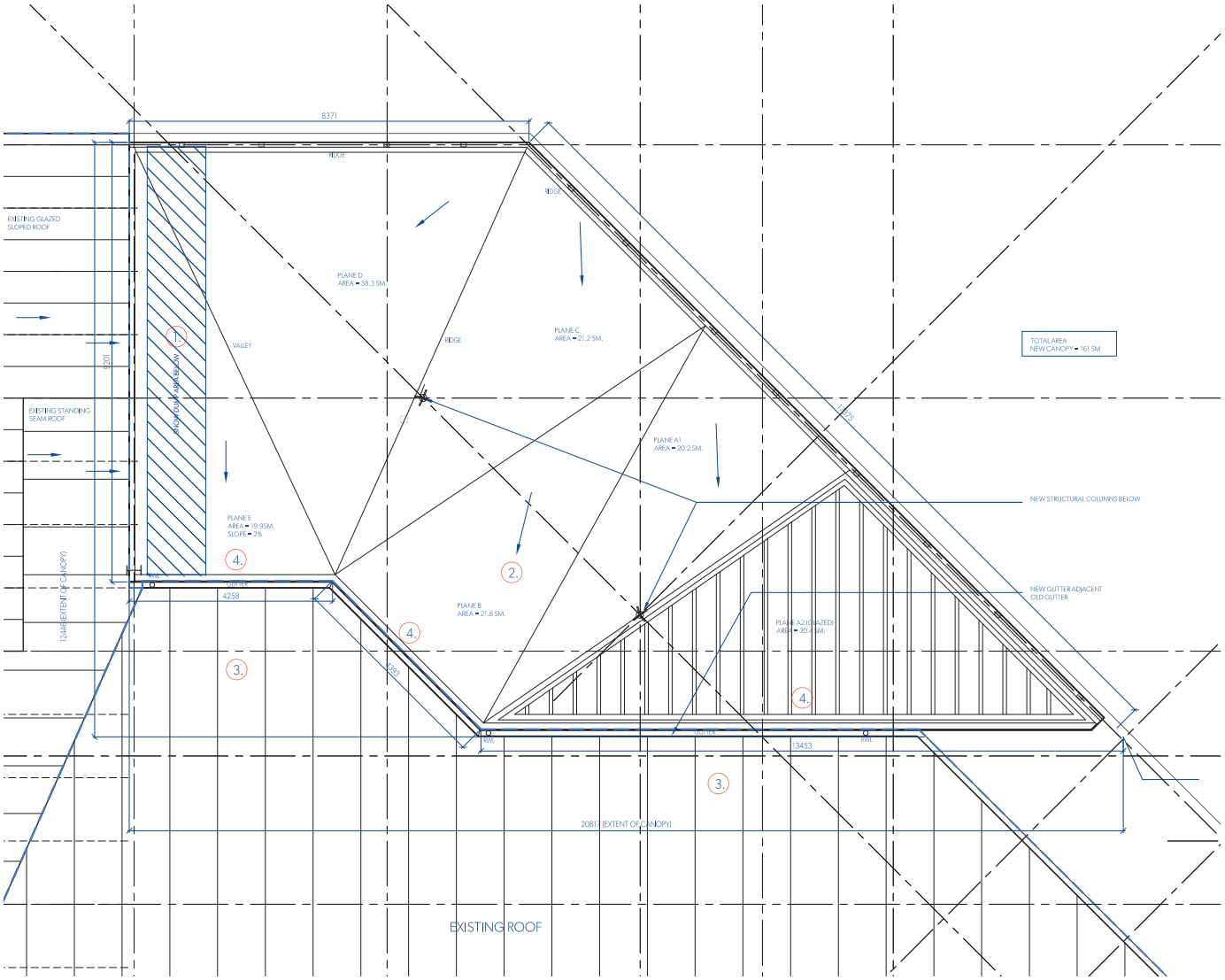

Digital Stamp

RF1

ROOF ASSEMBLY

- 600 X 600 CONCRETE PAVERS
- SAND
- FILTER CLOTH
- DRAIN MATT
- 2-PLY SBS ROOF MEMBRANE
  SOPRAPLY BASE 520
  SOPRAPLY TRAFFIC CAP 560
- NEW ASPHALTIC PROTECTION BOA JOINTS*
- RIGID INSULATION - SLOPE TO DRAIN
  2 LAYERS OF POLYISOCYANURATE W/ SLOPED POLYISO. INSULATION TO MATCH EXISTING SLOPES - MINIMUM 2%*
- VAPOUR BARRIER
  ELASTOPHENE 180 PS (POLY SIDE DOWN)
- ON EXISTING CONCRETE TOPPING AND STRUCTURE
  FULLY PRIMED WITH ELASTOCOL 500

*USE DUOTACK ADHESIVE TO FASTEN INSULATION AND PROTECTION BOARD TO MANUFACTURERS RECOMMENDED RATES.

RF2

ROOF ASSEMBLY

TOTAL NEW ROOF AREA - 161 SM

- 2-PLY SBS ROOF MEMBRANE
  SOPRAPLY BASE 520
  SOPRAPLY TRAFFIC CAP 560
- ASPHALTIC PROTECTION BOARD - 6mm SOPRABOARD WITH FIBRETAPE AT ALL JOINTS*
- 19MM PT PLYWOOD SHEATHING
- 75 MM STEEL DECKING PER STRUCTURAL
- STEEL BEAMS PER STRUCTURAL

SNOW MANAGEMENT CONTROL PLAN

1. SNOW FROM GONDOLA ROOF HAS 1M CLEARANCE HEIGHT TO SHED INTO OCCUPIED SPACE BELOW. FLOOR BELOW IS HEAT TRACED TO ASSIST WITH SNOW MELT
2. SNOW CANOPY IS MAINTAINED ON ROOF BY LOW SLOPE AND FRICTION OF SBS MATERIAL
3. SNOW ON EXISTING ROOF MAINTAINED BY SNOW ANCHORS
4. ALL NEW AND EXISTING GUTTERS ARE HEAT TRACED

*REFER TO SNOW MANAGEMENT PLAN BY JON PAINE OF SNOW COUNTRY CONSULTANTS LTD.

N

PROPOSED NORTH ROOF PLAN
1:100

A7

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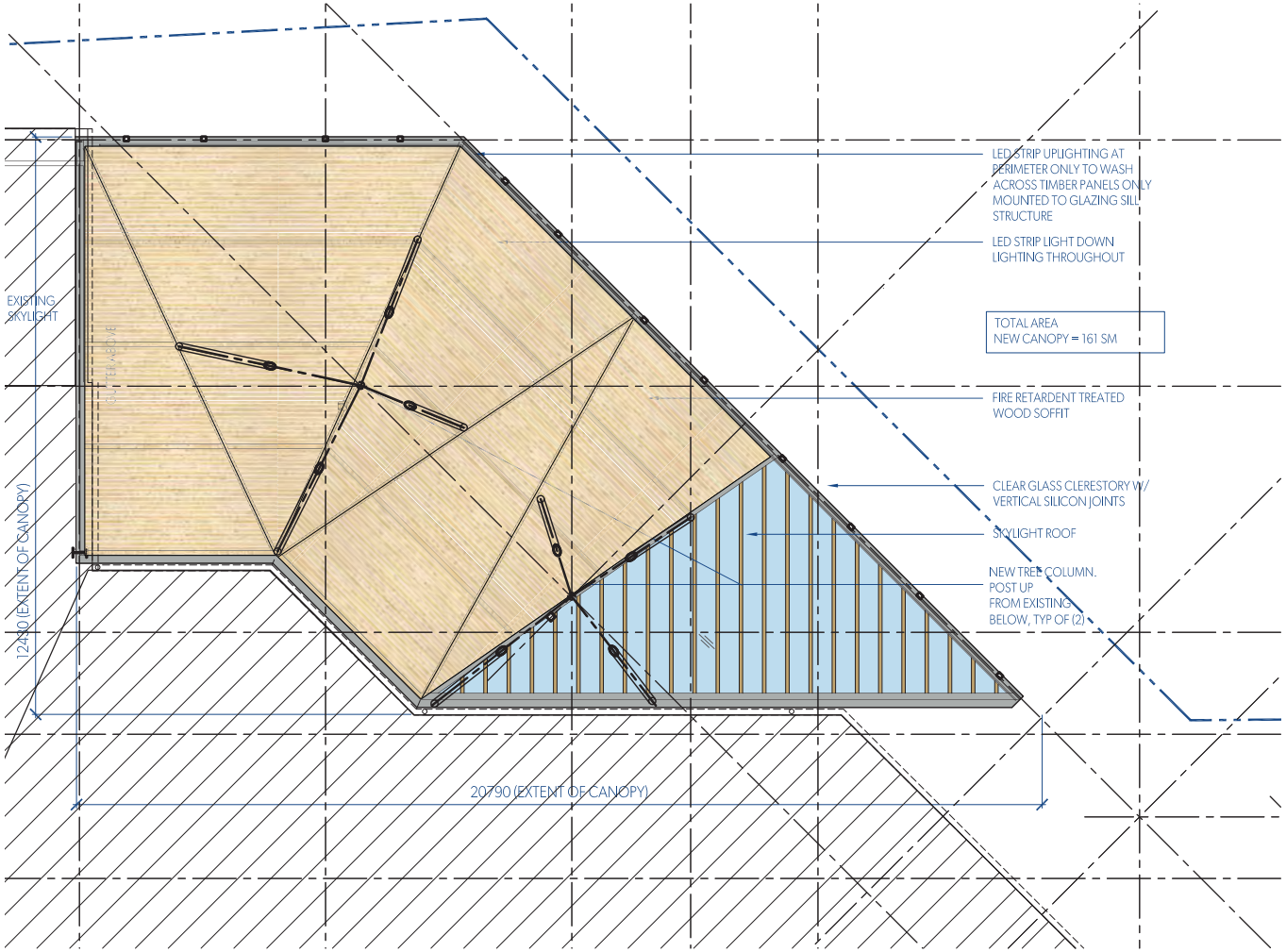

N

PROPOSED NORTH REFLECTED CEILING PLAN
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A8

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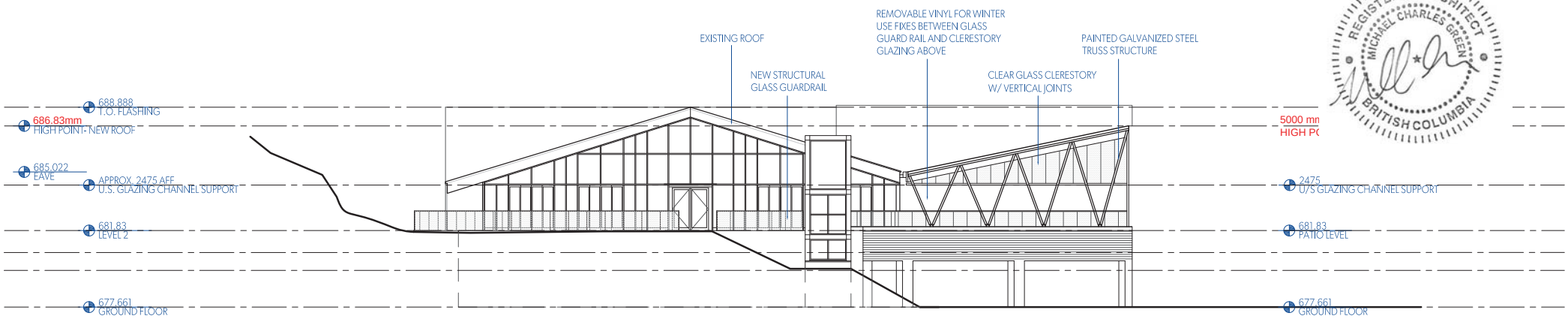
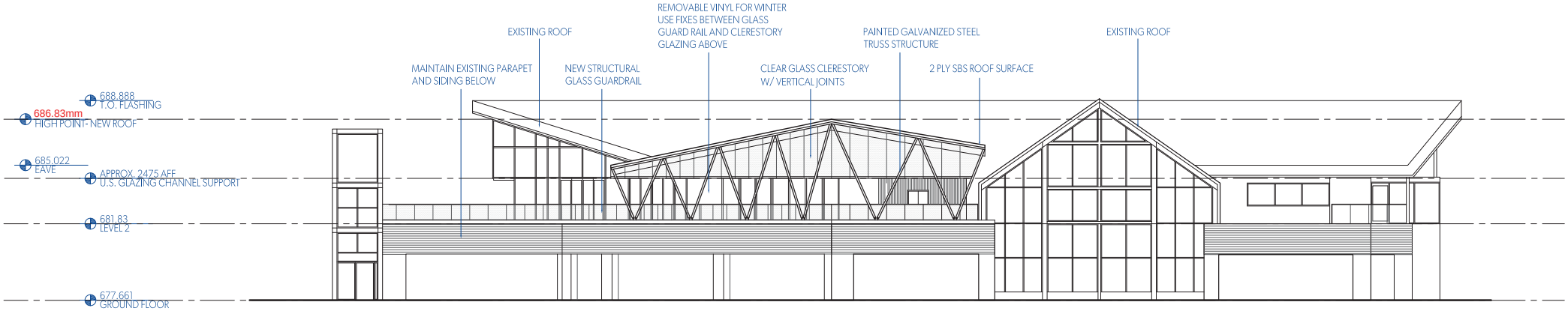
REGISTERED ARCHITECT
MICHAEL CHARLES GREEN
BRITISH COLUMBIA



EAST ELEVATION



NORTH ELEVATION

ELEVATIONS
1:200

A9

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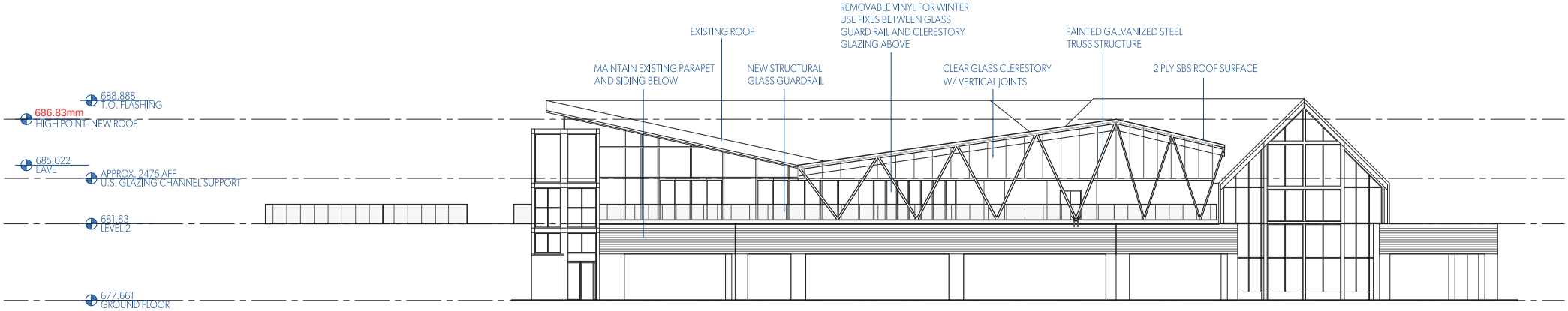

NORTH EAST ELEVATION
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A10

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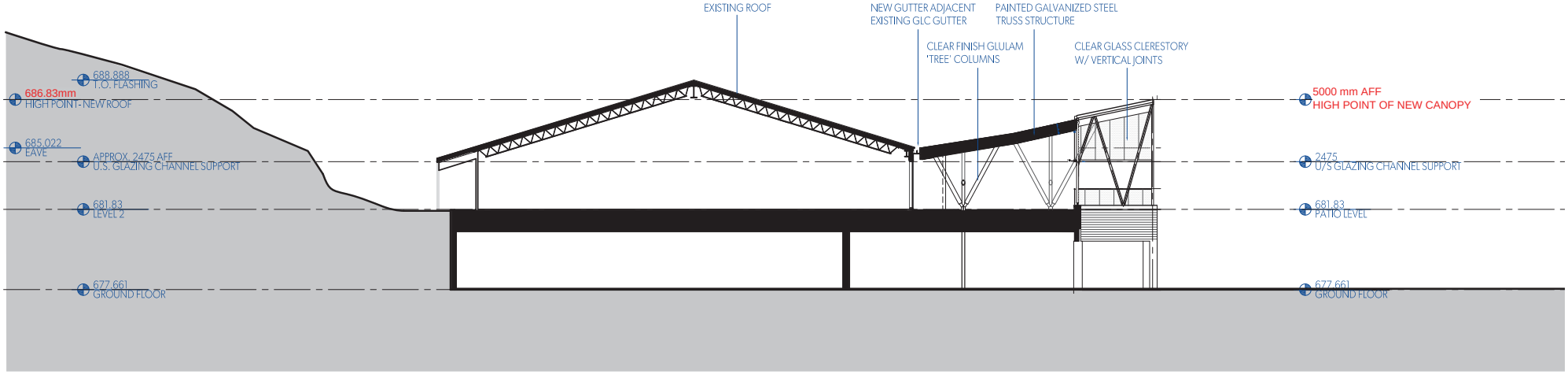

SITE SECTION
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A11

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LIGHTING:

Lighting will be integrated into design as described above. Lighting calculations will be completed to determine the appropriate levels required.

HEATING:

Linear electrical heaters will be used throughout the covered outdoor space (see below). Similar to the recessed downlightuing there will be suspended integrated with the

NOTE: These fixtures are representative of the proposed installation. Specific manufacturer, size, power, etc. may vary.

LIGHTING, HEATING, AND VINYL ENCLOSURE CONFIGURATION

A12

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UPLIGHTING

These LED lights are intended to light the interior underside of the wood ceiling. Lights will be directed away from the building exterior and away from the skylight to avoid light pollution from the patio area.

PHILIPS

Data sheet

Vaya Linear LP, White & Mono

Vaya Linear LP White & Mono is a reliable and cost effective LED lighting fixture designed for static white or mono colored lighting effects. Vaya Linear LP is ideal for exterior cove lighting and low level grazing applications with a wide 120° beam or elliptical 28°x84° optics. Two lengths and a wide range of available color temperatures make this product versatile and easy to use. Input & Output connectors make installations fast, easy and reliable.

Key Features

- Reliable, cost effective LED lighting fixture
- Slim outdoor rated housing
- Input & Output connectors
- Available with 28°x 84° or 120° Beams
- Auto-ranging 100V – 240V, 50 / 60Hz input
- Available in 4 CCTs and 4 Mono Colors
- Interior / Exterior - IP66
- 3 Years Warranty

Product Data

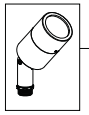
Width	34.8mm (1.4in)	
Height	56.6 mm (2.0in) including mounting hinge	
Length	610 mm (2 ft)	1200 mm (4 ft)
Mounting	Location adjustable and tilting surface-mount bracket	
Source	High-brightness White, Red, Green, Blue or Amber LEDs	
Beam Angle	Elliptical (28° x 84°) or Wide (120°)	
Luminous Flux (4000K)	600 lumens	1,200 lumens
CRI (4000K)	80 Ra	
Efficacy (4000K)	60 Lumens / Watt	
Lumen Maintenance	White: 50,000 hrs L_{70} at 25°C, Mono: 50,000 hrs L_{50} at 25°C	
Housing	Extruded aluminum, anodized finish RAL7043	
Weight	1.0 kg (2.2 lbs)	2.0kg (4.4 lbs)
Connection	Power input and output connectors	
Lens	Tempered Glass	
Control	On/Off, Not dimmable	
Input Voltage	100V – 240 VAC, 50 / 60Hz	
Power Consumption	10 W (White)	20 W (White)
Temperature Range	-20°C to 40°C (-4°F ~104°F) start-up temperature -40°C to 40°C (-40°F ~104°F) operating temperature	
Protection Rating	IP66, Wet location listed, IK07	
Certifications	UL / cUL, FCC Class A	
Warranty	3 Years	

UPLIGHTING

LED uplighting from base of columns intended to graze columns and light ceiling above.

Digital Stamp

REGISTERED ARCHITECT MICHAEL CHARLES GREEN BRITISH COLUMBIA

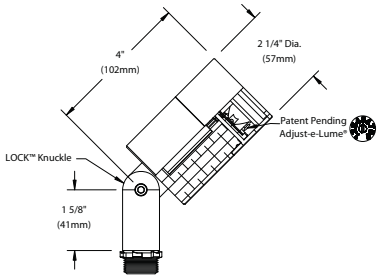


BKSSL SOLID STATE LIGHTING

the power of dimming with adjust-e-lume® TECHNOLOGY

PROJECT:	
TYPE:	

SIDE VIEW



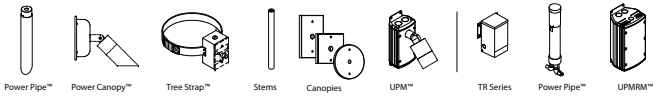
360 SL™

Horizontal Rotation
(Optional 360SL™ Knuckle)

Accessories *(Configure separately)*

All dimensions indicated on this submittal are nominal.
Contact Technical Sales if you require more stringent specifications.

Mounting:



NOTE: These fixtures are representative of the proposed installation. Specific manufacturer, size, power, etc. may vary.

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DOWNLIGHTING

Waterproof LED strip lighting installed in suspended beams. Refer to A12 for configuration

LIGHTPLANE ONE - Surface, Suspended, Wall

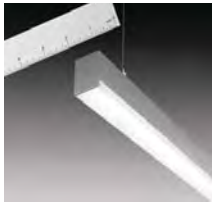
(LP1)

Page 1 of 3

ARCHITECTURAL LIGHTING WORKS

Specification and Ordering Information:

TYPE:



1. Style:

- ❑ LP1- I 1" Suspended Channel Indirect (LP1-I)
- ❑ LP1- D 1" Suspended Channel Direct (LP1-D)
- ❑ LP1- SM 1" Suspended Channel Surface/Ceiling Mount (LP1-SM)
- ❑ LP1- WV 1" Suspended Channel Wall Mount Vertical (LP1-WV)
- ❑ LP1- SWW 1" Surface Mount Wall Washer with adjustable knuckle (LP1-SWW)

2. Overall Run Length:

- ❑ Individual (2',3',4',5',6',7',8')
- ❑ Continuous (Enter total run length, i.e 20')

4. LED Lamping Option

- ❑ HP7- 2700 - High Performance LED White 2700° 7W/LF (HP7-2700)
- ❑ HP7- 3000 - High Performance LED White 3000° 7W/LF (HP7-3000)
- ❑ **HP7- 3500 - High Performance LED White 3500° 7W/LF (HP7-3500)
- ❑ HP7- 4000 - High Performance LED White 4000° 7W/LF (HP7-4000)
- ❑ HP10- 2700 - High Performance LED White 2700° 10W/LF (HP7-2700)
- ❑ HP10- 3000 - High Performance LED White 3000° 10W/LF (HP10-3000)
- ❑ HP10- 3500 - High Performance LED White 3500° 10W/LF (HP10-3500)
- ❑ HP10- 4000 - High Performance LED White 4000° 10W/LF (HP10-4000)
- ❑ HP14- 2700 - High Performance LED White 2700° 10W/LF (HP14-2700)
- ❑ HP14- 3000 - High Performance LED White 3000° 10W/LF (HP10-4000)
- ❑ HP14- 3500 - High Performance LED White 3500° 14W/LF (HP14-3500)
- ❑ HP14- 4000 - High Performance LED White 4000° 14W/LF (HP14-4000)
- ❑ LED5WW- 3000 - Decorative, 290 LF Constant Voltage LED White 3000° 5W/LF (LED5WW-3000)
- ❑ LED5CW- 4000 - Decorative, 290 LF Constant Voltage LED White 4000° 5W/LF (LED5CW-4000)
- ❑ *RGB - LED Color Changing (RGB)

LPLONE-D with (FLUSH Lens) LPLONE-D with (DWD Lens)

4. REMOTE Driver Specification

- ❑ LED - LED Power Supply, non-dim (LED)
- ❑ LED-DIM - LED Power Supply with 0-10V dimming (LED-DIM)
- ❑ HILUME-A - Lutron Hilume A Series LED® (HILUME-A)
- ❑ RGBDMX - RGB with DMX Interface - Controller NOT included(RGBDMX)

5. Voltage

- ❑ 120 - 120 volt (120)
- ❑ 277 - 277 volt (277)
- ❑ UNV - Universal voltage (UNV)

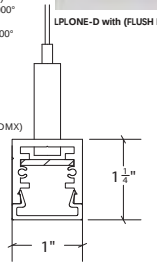
6. Lens Option

- ❑ DWD - Dropped White Opal Lens (DWD)
- ❑ FLUSH - Flush Opal Lens (FLUSH)

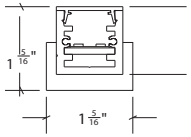
7. Finish

- ❑ * AL (Natural "Ultimatte" aluminum)
- ❑ BK (Black powdercoat)
- ❑ WH (White powdercoat)
- ❑ RAL (Specify RAL # of powdercoat of your choice)

* AL is standard on all Lightplane 1 product



LP1-D



LP1-SM - LP1-WV

EXTERIOR PATIO LIGHTING

Exterior LED light posts along glass guard rail at all areas not covered by new canopy

Digital Stamp

REGISTERED ARCHITECT MICHAEL CHARLES GREEN BRITISH COLUMBIA

LI- -

Light Linear PT LED area lighting luminaire

PROJECT :
LOCATION :
QUANTITY : NOTE :

IP65 ◆/EN 60598/CLASS I ⊕/ ▽/CE/IK07

Product Description

LIGMAN's Light Linear PT LED employs a highly flexible light module that is designed to not only be aesthetically pleasing but to also be an economic alternative to the conventional High Pressure Sodium and Metal Halide lighting systems. Industry leading optical technology ensures that only the targeted areas are illuminated, reducing unwanted light trespass and sky glow , ensuring Light Linear PT LED's compliance to the Dark Sky requirements.

The luminaire and pole are made of high corrosion resistant aluminum alloys that are coated with an UV stabilized polyester powder coat that are applied after undergoing a special chemical chromating process. LIGMAN's Light Linear PT LED comes with an integrated power supply unit housed within the luminaire. To ensure endurance even in the harshest of environments, a durable silicone rubber gasket, clear toughened glass and marine grade stainless steel screws are used to ensure ruggedness while maintaining a modern classic outlook without compromising on performance and reliability.

NOTE: These fixtures are representative of the proposed installation. Specific manufacturer, size, power, etc. may vary.

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EXTERIOR - SUMMER **A15**

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THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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EXTERIOR - WINTER **A16**

THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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EXTERIOR - WINTER **A17**

THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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EXTERIOR **A18**

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THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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CANOPY VIEW - SUMMER **A19**

THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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CANOPY VIEW - WINTER **A20**

THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

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INTERIOR PATIO VIEW - SUMMER **A21**

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APPENDIX C

SOLAR IMPACT ANALYSIS

GARIBALDI LIFT COMPANY PATIO UPGRADE

FEBRUARY 19, 2014

WHISTLER BLACKCOMB
4545 BLACKCOMB WAY, WHISTLER, BC, CANADA, V0N 1B4 - contact Paul Street

MICHAEL GREEN ARCHITECTURE
57E CORDOVA STREET, VANCOUVER, BC, CANADA, V61 1K3 - contact Asher deGroot

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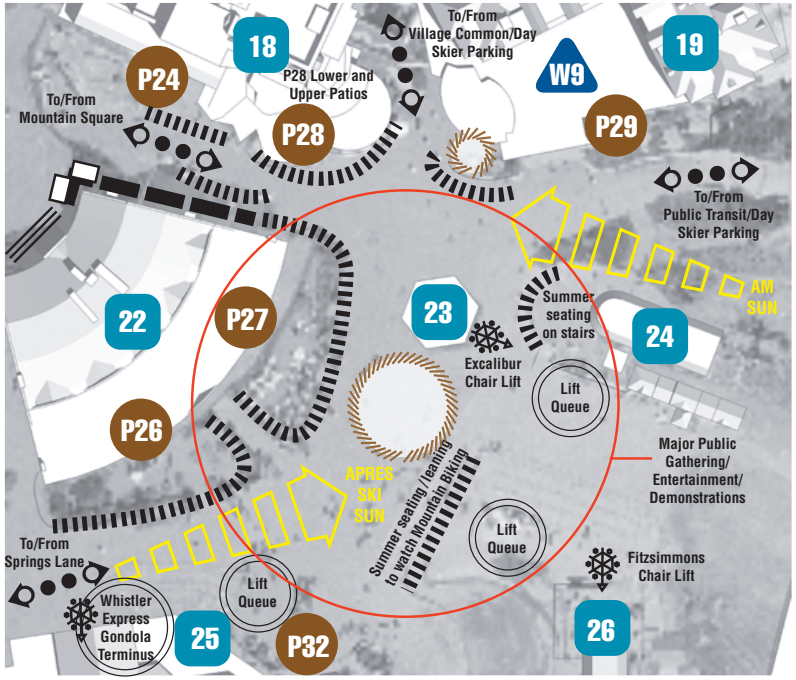
MGA



Key Characteristics

- Shaft of Sunlight
- Circulation
- Major Entry Point
- To Lift/Gondola
- Hot Zone
- Use Area
- High Wall
- Low Wall/Seating
- Benches
- Stairs
- Heavy Landscaping
- Water Feature
- Future Opportunity
- Building
- Patio
- Pool

18 Sundial Hotel
19 Pan Pacific One (I)
22 Carleton Lodge
23 Kiosk/Tickets/Information
24 Blackcombs Excalibur Gondola Base
25 Whistler Express Gondola Base & Garibaldi Lift Company
26 Fitzsimmons Gondola Base
P24 Zogs Beavertail & Burgers *patio*
P26 Garbanzo Bike & Bean *patio*
P27 Longhorn Saloon & Grill *patio*
P28 Black's Pub & Restaurant *patio*
P29 Dubh Linn Gate Irish Pub *patio*
P32 Garibaldi Lift Co. Bar & Grill *patio*

SOLAR IMPACT ANALYSIS

The new Garibaldi Lift Company Patio upgrade has a direct impact on the "Skiers' Plaza" Outdoor Room as outlined in the Whistler Village Solar Access Protection Guidelines.

The new Canopy creates additional shadow on the plaza, primarily during the late afternoon in the winter months. The majority of the additional shading is over areas that already receive significant shading from the Whistler Express Gondola building itself.

The canopy also shades the Garibaldi Lift Company Patio itself (by intent) but has no adverse affects on any other patios surrounding the Skiers' Plaza. The inclusion of skylights on the canopy structure mitigates some of the patio shading and provides daylight access to both the patio itself and to the interior restaurant seating.

DESIGN RATIONALE

The high point of the new canopy is at the outside edge of the patio, causing the majority of the additional shading to the Skiers Plaza. It is sloped back towards the roofs of the GLC and Whistler Express Gondola buildings as part of a coordinated snow management plan. All snow on the new canopy structure is retained. While a lower roof might reduce shading on the Plaza it would result in significant snow danger to the queuing areas below.

Solar access is maintained from the area of Springs Lane between the Whistler Express Gondola building and the Carleton Lodge during the late afternoon.

IMPROVED PUBLIC EXPERIENCE

The new canopy is providing significant improvements to one of the primary patios that fronts onto the Skiers' Plaza and provides a view area onto the plaza from above. The canopy will allow the patio seating to be activated during shoulder season and inclement weather, enhancing the visible social life and vitality of the village.

The canopy opens up to the adjacent buildings and to the sky providing an apres ski experience that is protected but maintains the view to the plaza and mountains beyond.

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

Project: Garibaldi Lift Company Patio

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Application Reference #:

Submission Date: 2014, February 19

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Development Block ID #: 25

January 15th

9am

Azimuth 133.99°

Altitude 6.08°

Solar Information Block

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

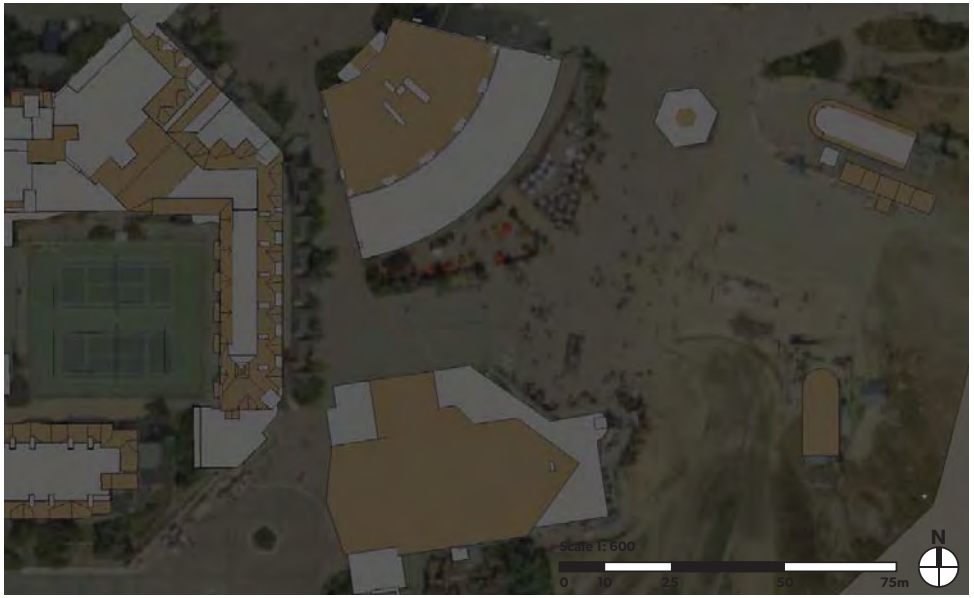
Perspective: Existing

List of Layers Shown:

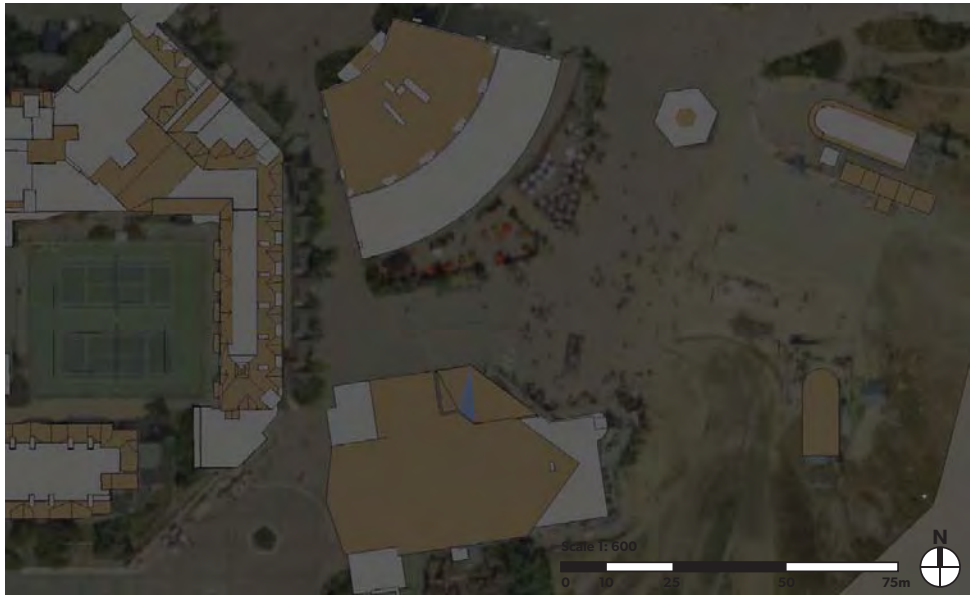
1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

January 15th

12pm

Azimuth 174.97°

Altitude 18.55°

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

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4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

January 15th

4pm
Azimuth 229.85°
Altitude 3.81°

Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
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3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
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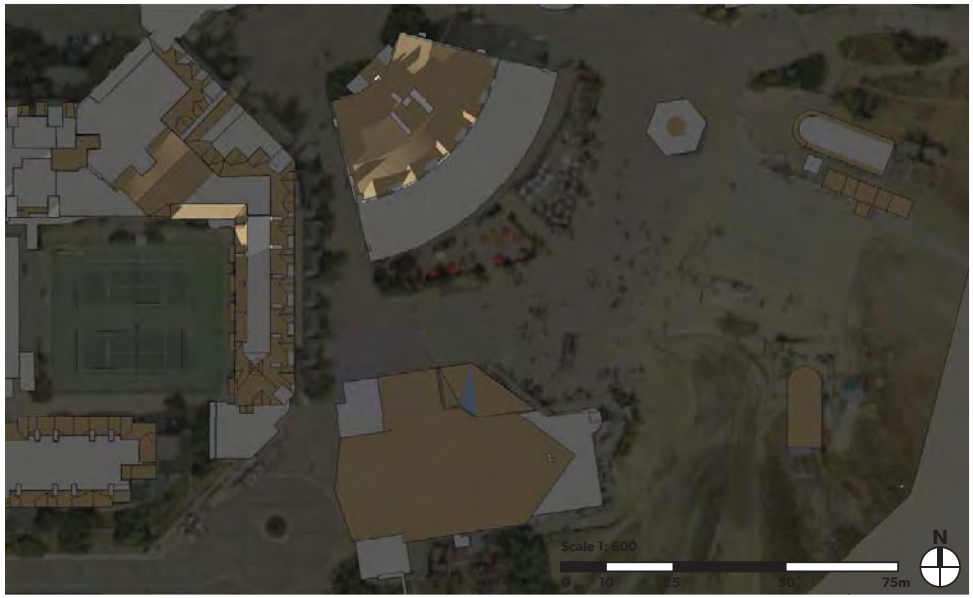
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

February 15th

9am

Azimuth 128.69°

Altitude 12.81°

Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

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3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

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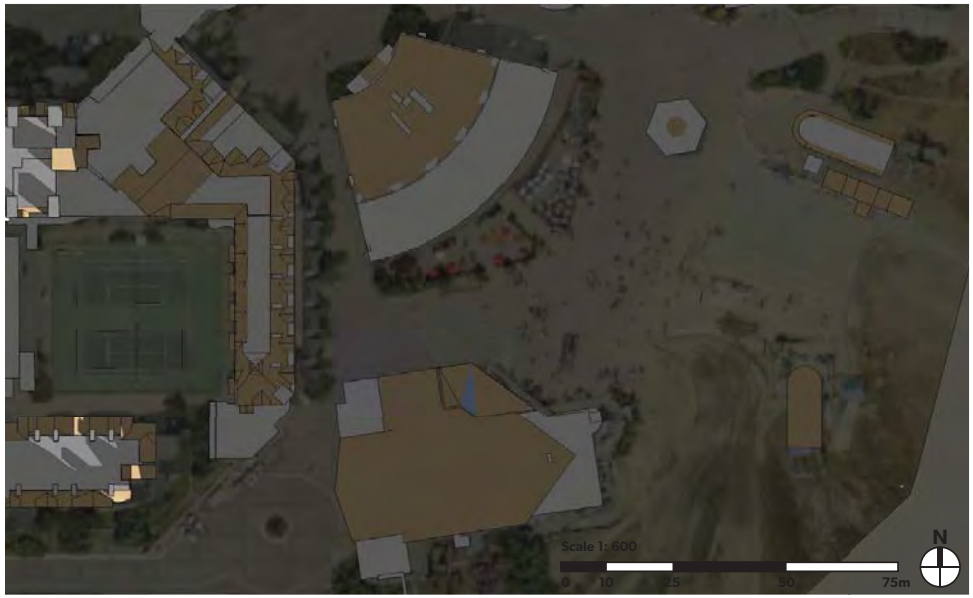
1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

February 15th

12pm

Azimuth 173.12°

Altitude 26.89°

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

February 15th

4pm
Azimuth 233.37°
Altitude 11.59°

Solar Information Block

Project: Garibaldi Lift Company Patio

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Application Reference #:

Submission Date: 2014, February 19

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Development Block ID #: 25

List of Layers Shown:

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2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
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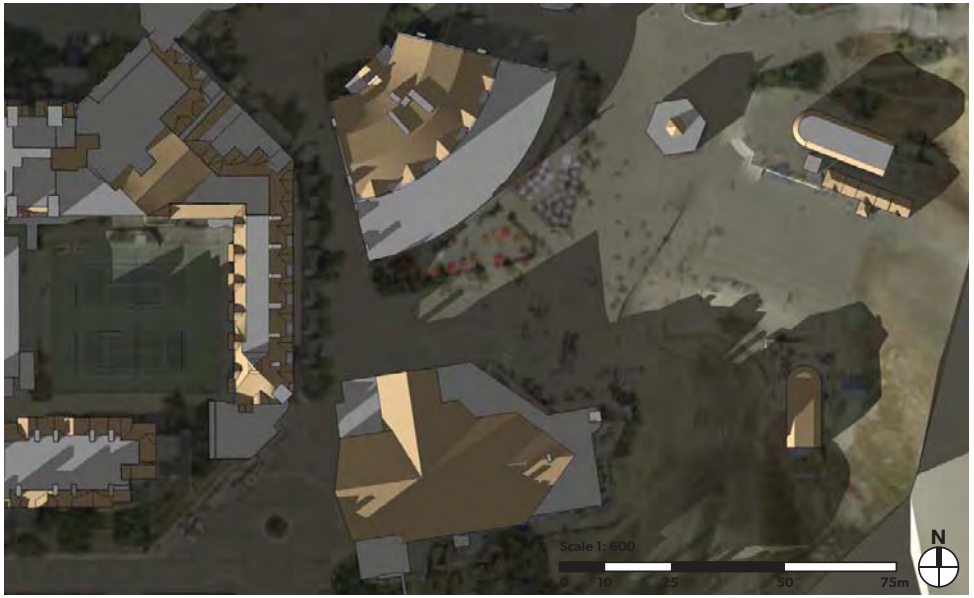
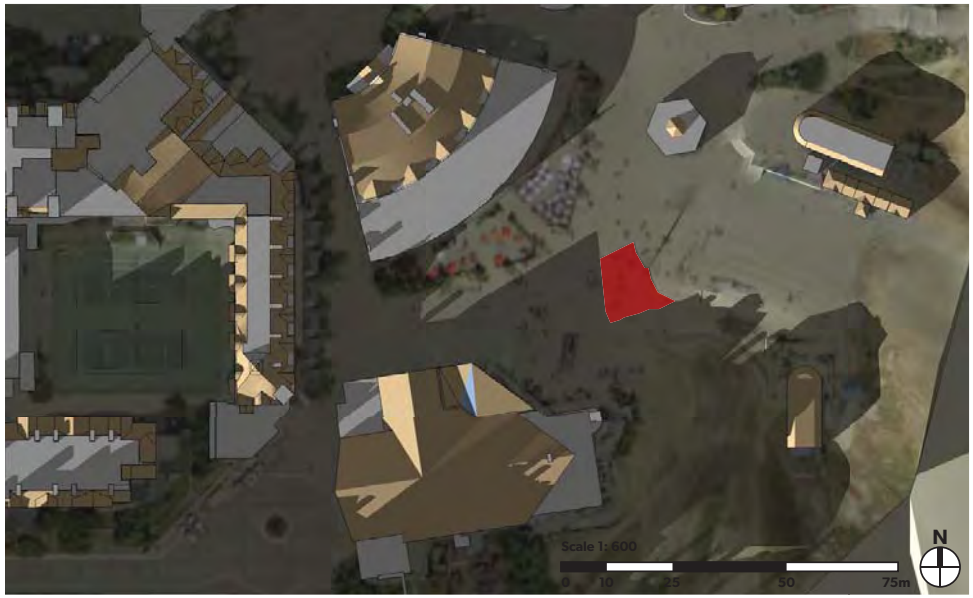
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

March 15th

9am

Azimuth 123.92°

Altitude 22.40°

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

March 15th

12pm

Azimuth 173.50°

Altitude 37.50°

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

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2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

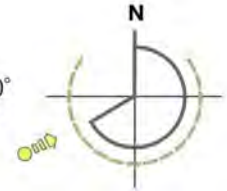
Plan: Existing Condition

Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

March 15th

4pm
Azimuth 240.30°
Altitude 19.85°



Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

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3. Layer 0
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Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition

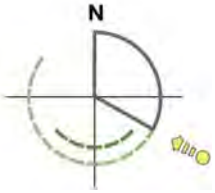
WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

April 15th

9am

Azimuth 118.49°

Altitude 33.55°



Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

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Perspective: Existing

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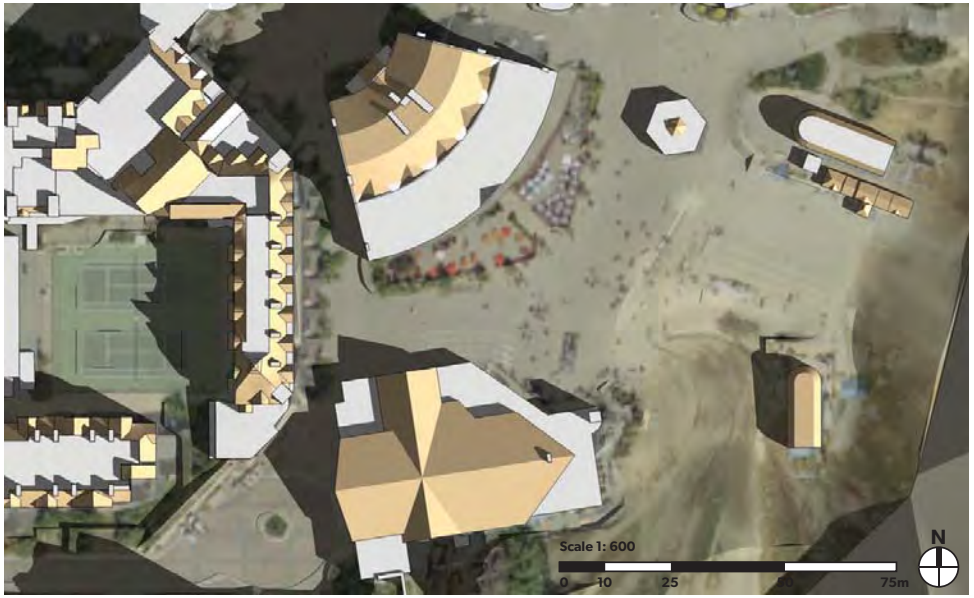
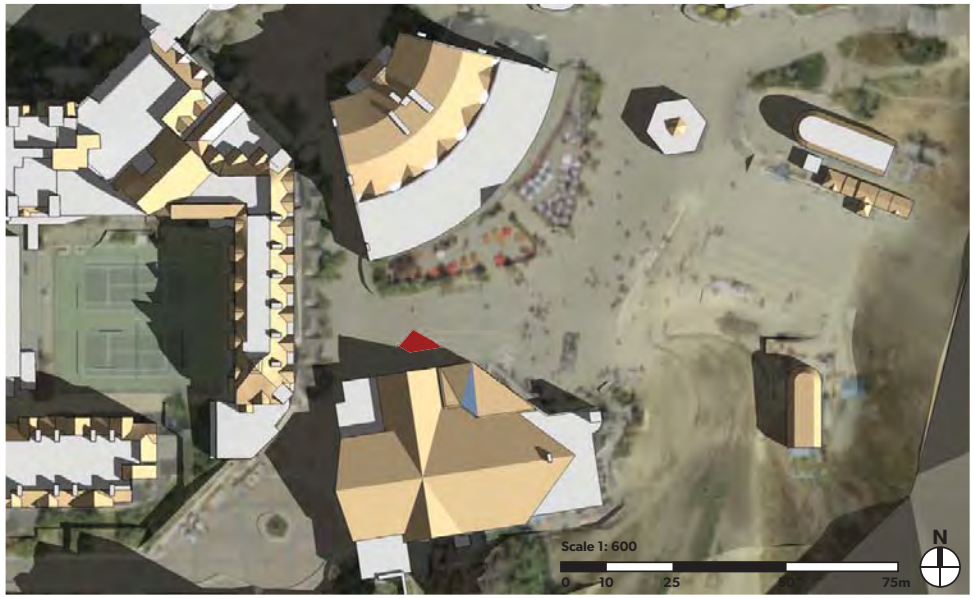
Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

April 15th

12pm

Azimuth 175.43°

Altitude 49.54°

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

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3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

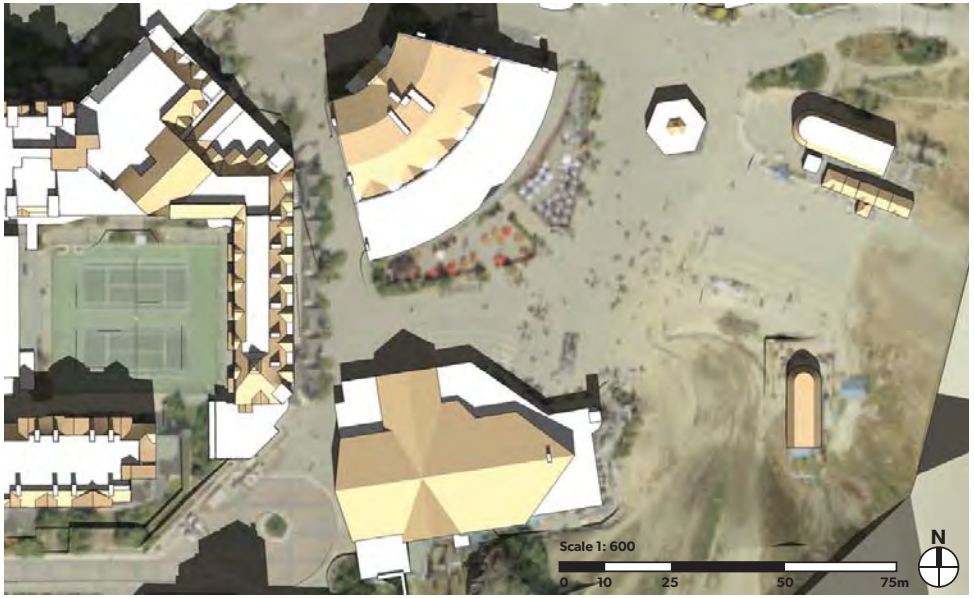
Perspective: Existing

List of Layers Shown:

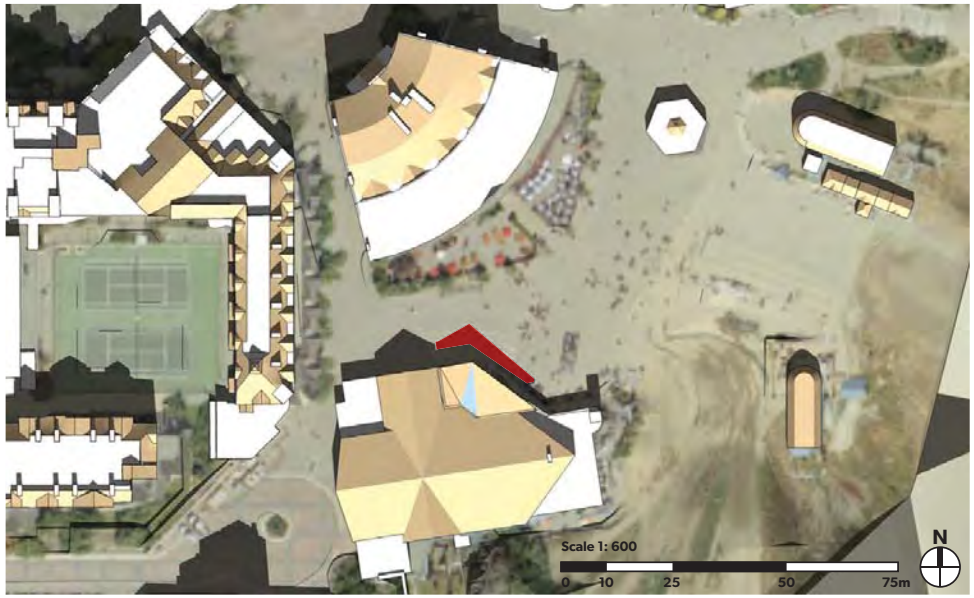
1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



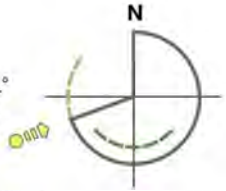
Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

April 15th

4pm
Azimuth 249.84°
Altitude 28.29°



Solar Information Block

Project: Garibaldi Lift Company Patio

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Application Reference #:

Submission Date: 2014, February 19

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

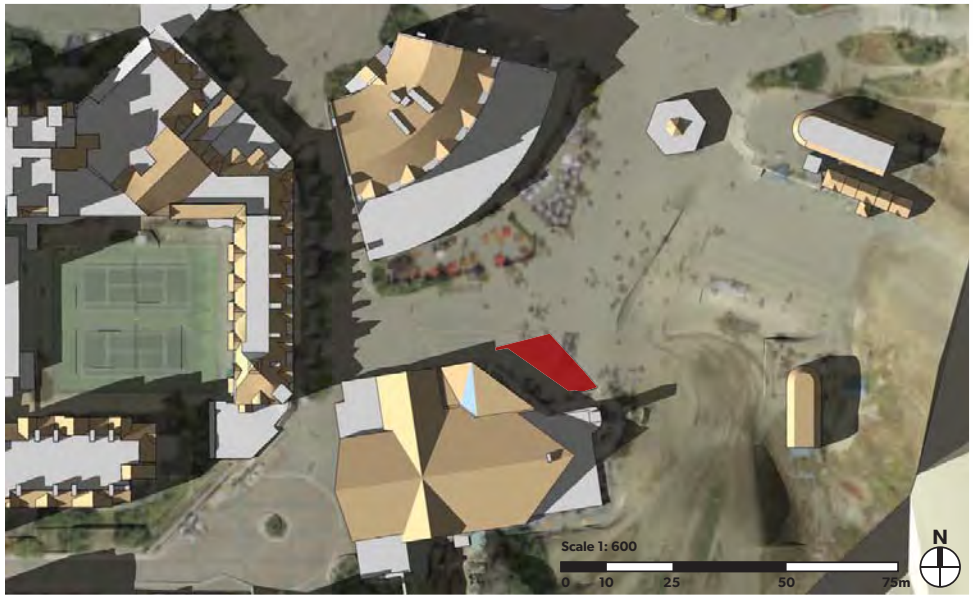
List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition



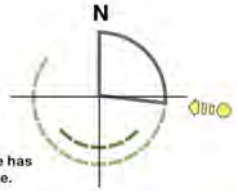
WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

June 15th

9am

Azimuth 94.56°

Altitude 34.84°



Note: Daylight Savings Time has been accounted for this date.

Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

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2. Mountains
3. Layer 0
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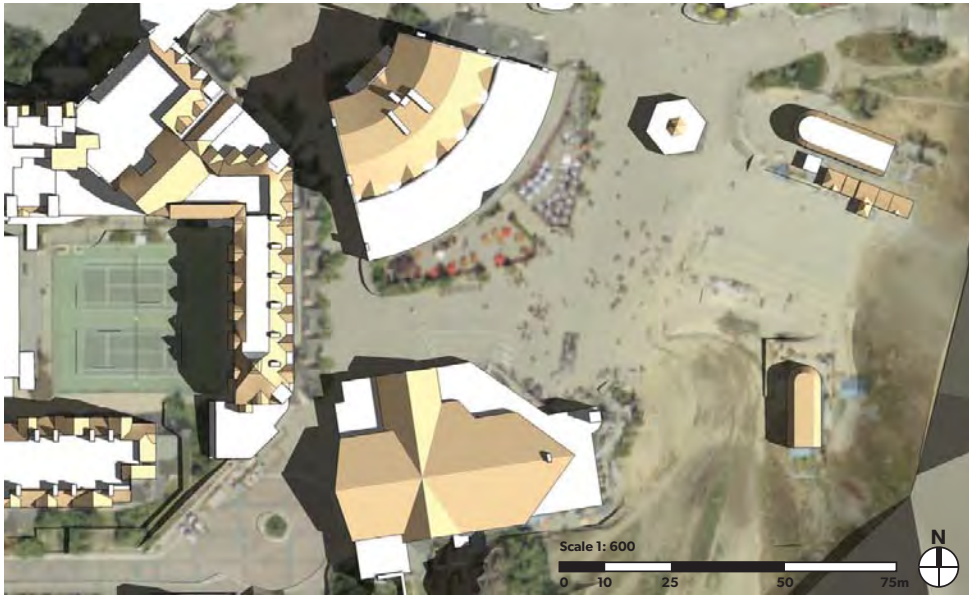
Perspective: Existing

List of Layers Shown:

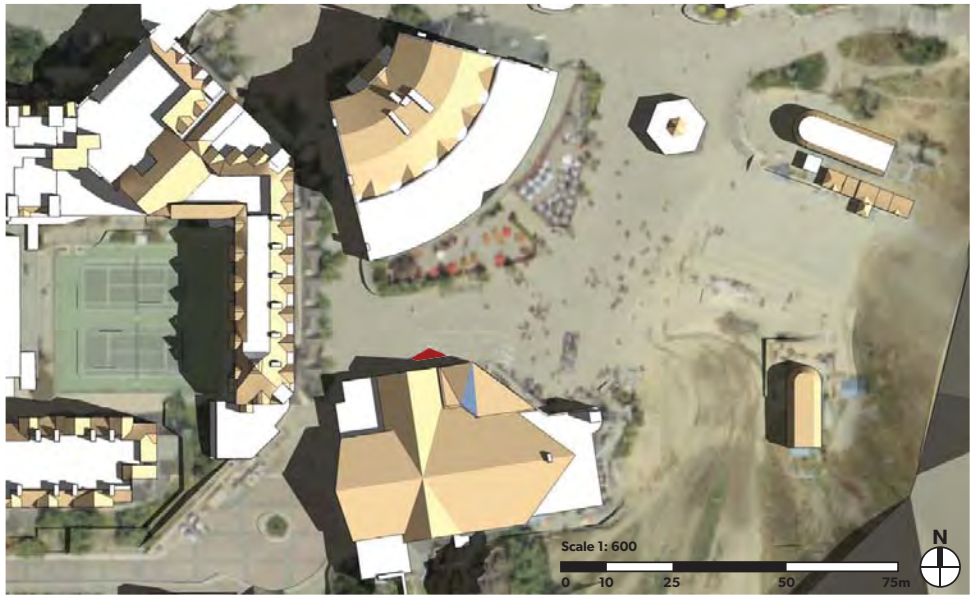
1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

June 15th

12pm
Azimuth 145.64°
Altitude 59.77°

Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

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3. Layer 0
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Perspective: Existing

List of Layers Shown:

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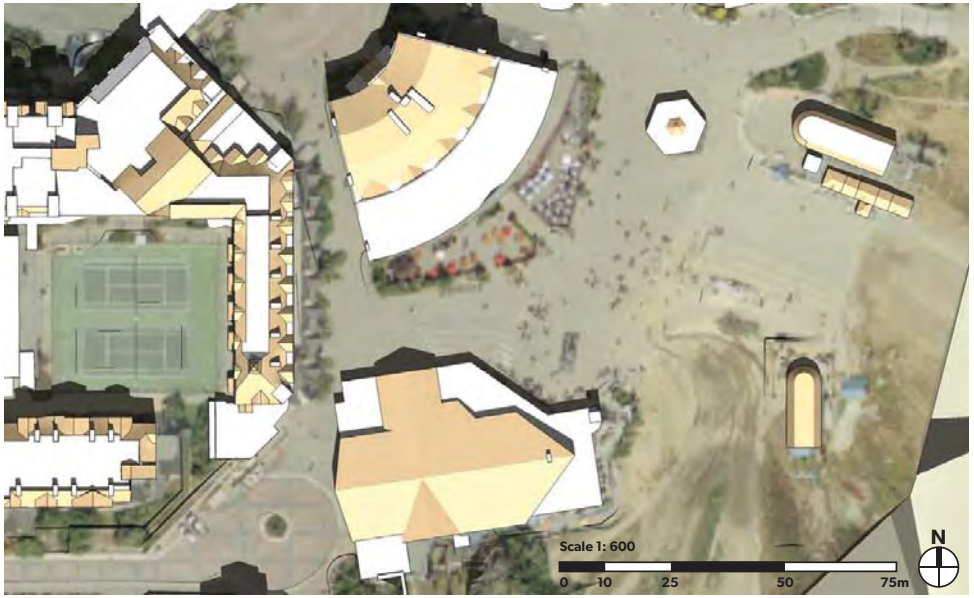
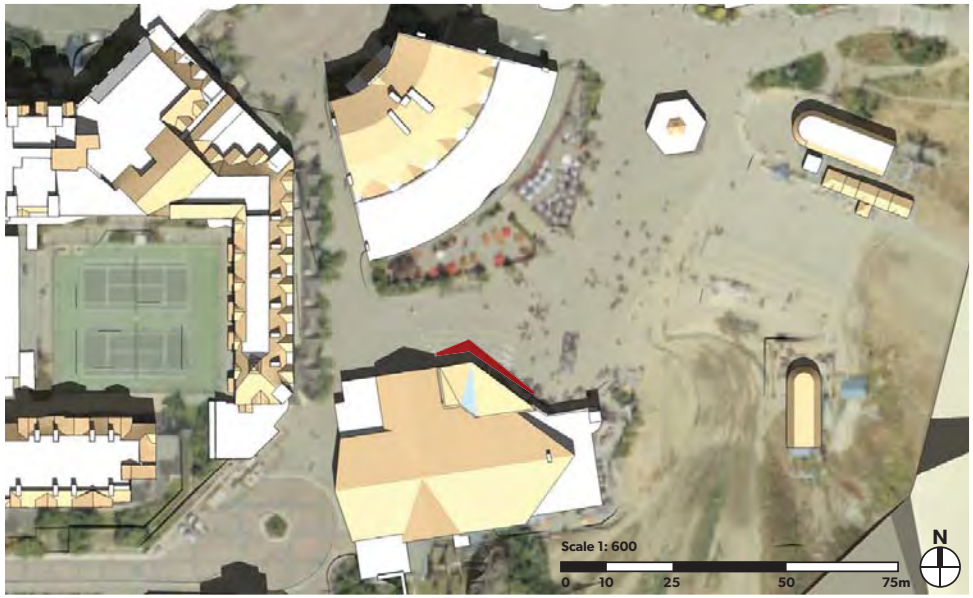
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

June 15th

4pm
Azimuth 246.30°
Altitude 47.90°

Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

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3. Layer 0
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Perspective: Existing

List of Layers Shown:

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2. Mountains
3. Layer 0
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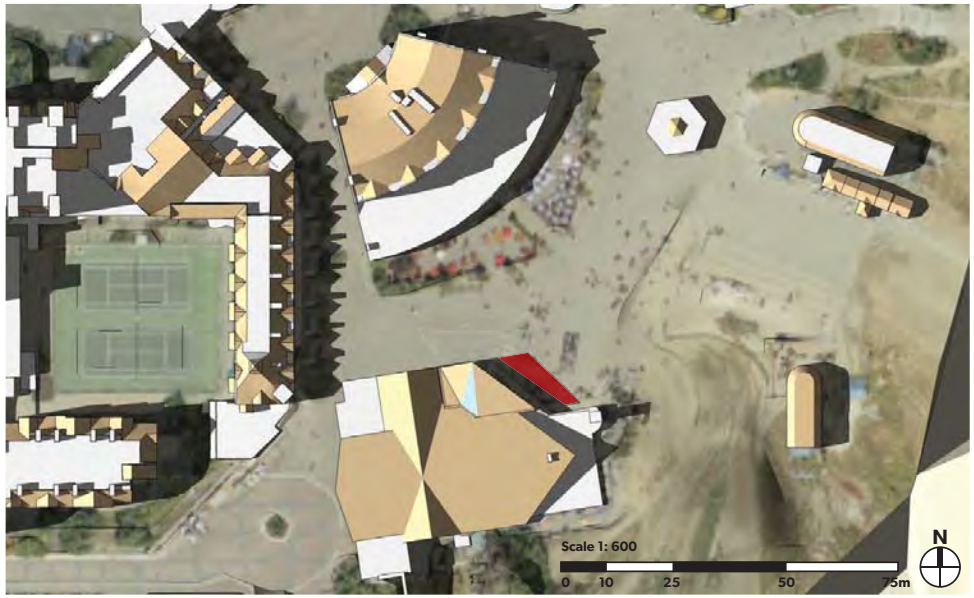
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

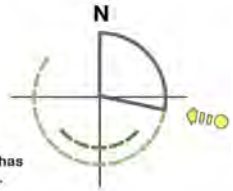
August 15th

9am

Azimuth 101.08°

Altitude 33.55°

Note: Daylight Savings Time has been accounted for this date.



Solar Information Block

Project: Garibaldi Lift Company Patio

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Application Reference #:

Submission Date: 2014, February 19

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Development Block ID #: 25

List of Layers Shown:

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Perspective: Existing

List of Layers Shown:

1. village terrain on
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3. Layer 0
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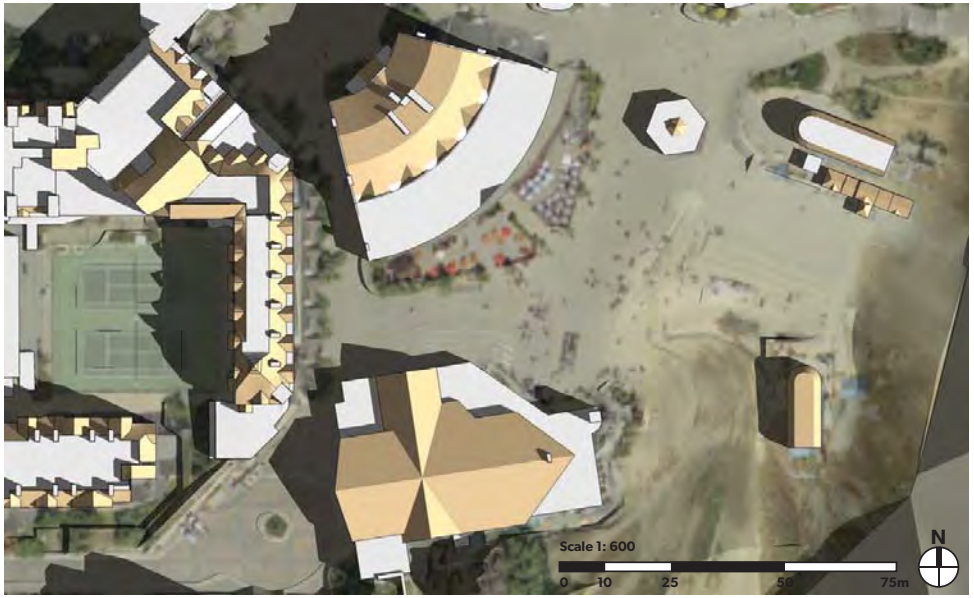
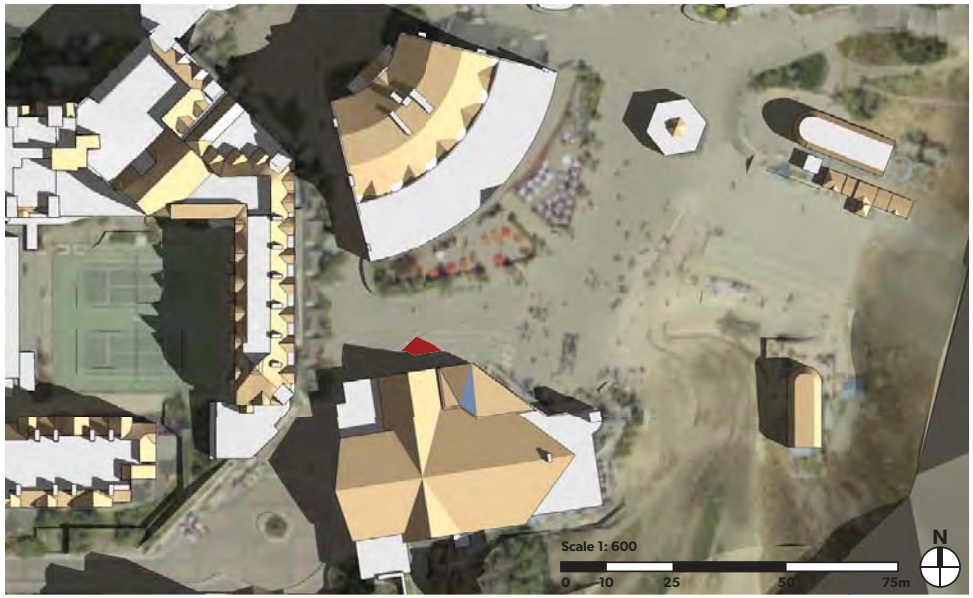
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

August 15th

12pm
Azimuth 130.13°
Altitude 49.54°

Project: Garibaldi Lift Company Patio

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Application Reference #:

Submission Date: 2014, February 19

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

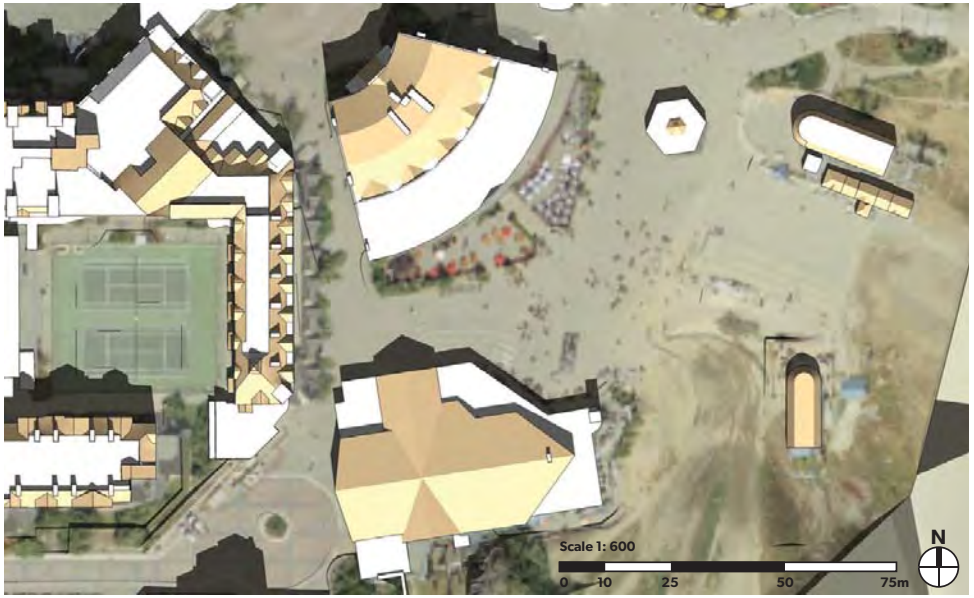
Perspective: Existing

List of Layers Shown:

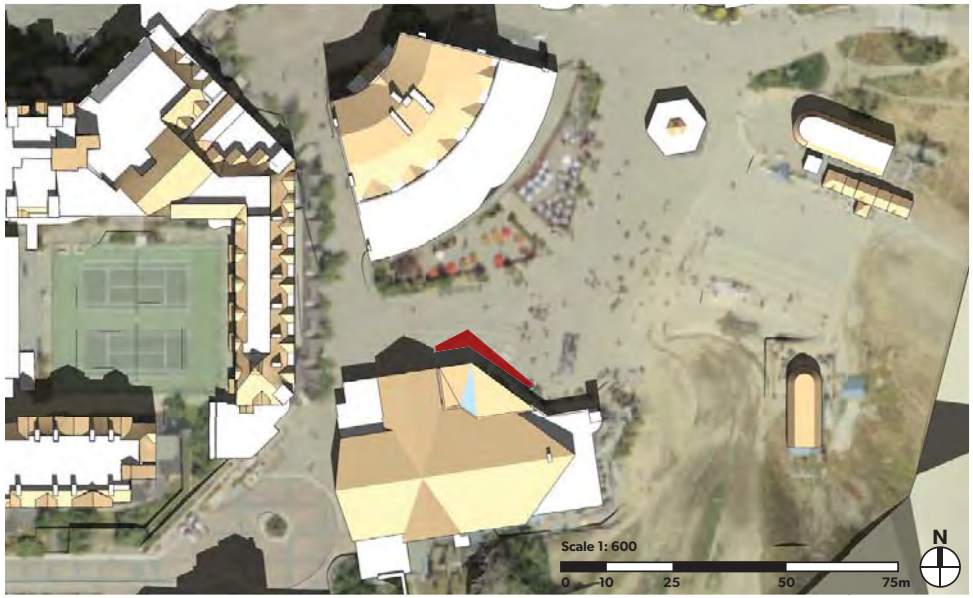
1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



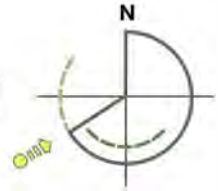
Plan: Proposed Condition



WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

August 15th

4pm
Azimuth 237.63°
Altitude 28.29°



Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
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3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

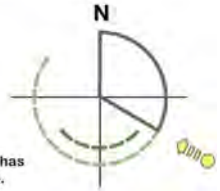
October 15th

9am

Azimuth 119.37°

Altitude 12.04°

Note: Daylight Savings Time has been accounted for this date.



Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition

Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

October 15th

12pm

Azimuth 163.37°

Altitude 30.05°

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

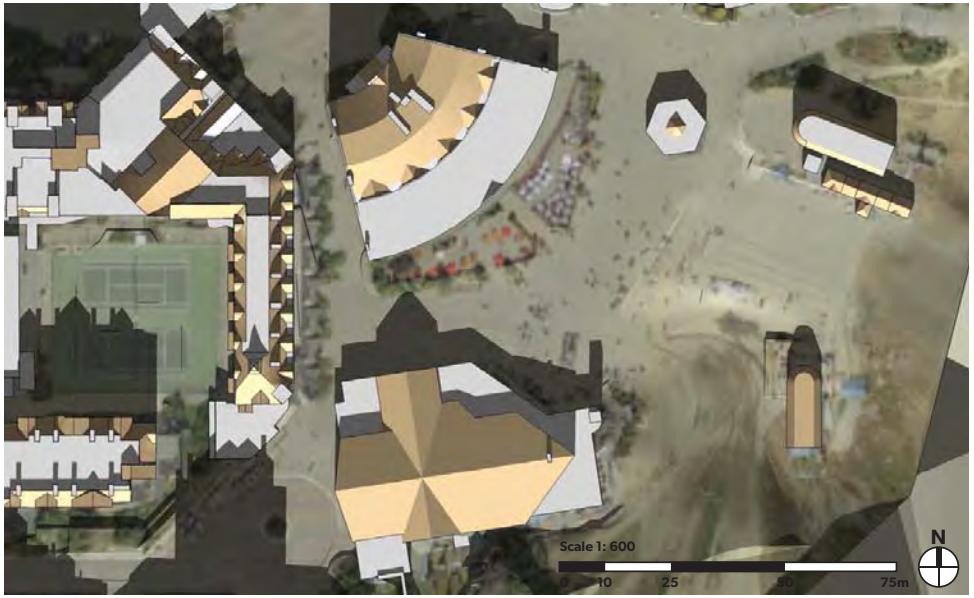
Perspective: Existing

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition

WHISTLER VILLAGE SOLAR IMPACT ANALYSIS MAPPING

October 15th

4pm

Azimuth 228.38°

Altitude 19.35°

Solar Information Block

Project: Garibaldi Lift Company Patio

Submission Date: 2014, February 19

Name of Applicant: WhistlerBlackcomb Resorts Ltd Partnership

Legal Description: PID 017-053-102, Lot 11, Block M, District Lot 11

Application Reference #:

Development Block ID #: 25

List of Layers Shown:

1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45

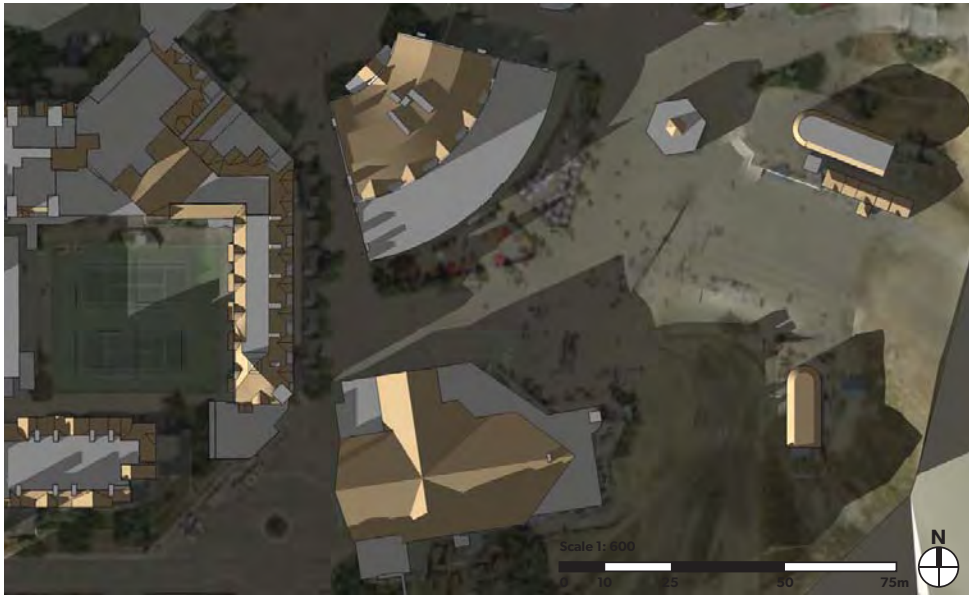
Perspective: Existing

List of Layers Shown:

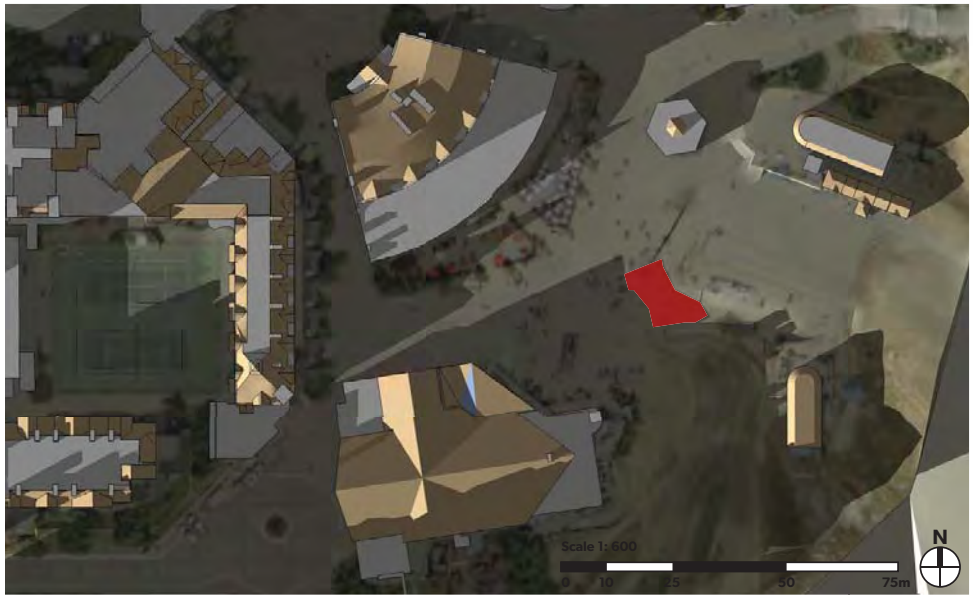
1. village terrain on
2. Mountains
3. Layer 0
4. Bldg 15, 17-19, 21-22, 26-29, 43-45
5. Applicant Model

Perspective: Proposed

Plan: Existing Condition



Plan: Proposed Condition



Digital Stamp

GLC CANOPY SHADOW STUDY- NOVEMBER 5 (C. FEBRUARY 10)

FIRST DAY OF SHADOW ON CARLTON PATIO FROM NEW STRUCTURE

GLC CANOPY SHADOW STUDY- NOVEMBER 20 (C. FEBRUARY 25)

Note: these images show ONLY the ADDITIONAL shading caused by the improvements to the GLC patio. The existing Gondola and GLC building shades the Carlton Lodge Patio both before and after the times indicated in these diagrams. Canopy height shown at 5700mm. Dashed lines indicate approximate shading with canopy height of 5200mm.

ADDITIONAL SHADOW STUDY **A23**

THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

MGA

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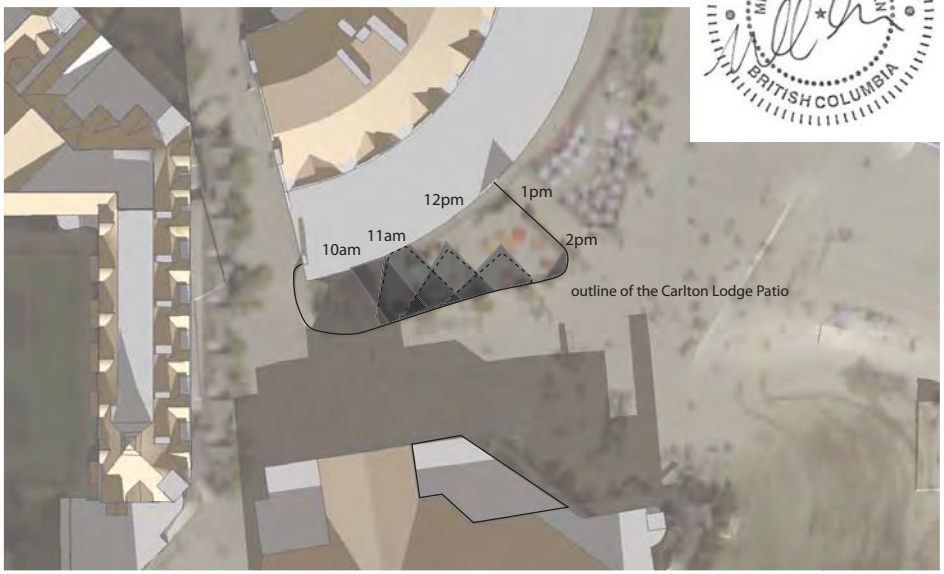
Digital Stamp

GLC CANOPY SHADOW STUDY- DECEMBER 15



GLC CANOPY SHADOW STUDY- JANUARY 15

Note: these images show ONLY the ADDITIONAL shading caused by the improvements to the GLC patio. The existing Gondola and GLC building shades the Carlton Lodge Patio both before and after the times indicated in these diagrams. Canopy height shown at 5700mm. Dashed lines indicate approximate shading with canopy height of 5200mm.

ADDITIONAL SHADOW STUDY **A24**

THE GARIBALDI LIFT COMPANY PATIO
DP #1342 - REVISED 24 JUNE 2014

MGA

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PRESENTATIONS

GLC Patio Canopy
1st Review
File No. DP1342

The applicant team of Carla Smith and Asher De Groot, Michael Green Architecture; Tim Cowin, Chris Massuger and Joe Redmond, Kindred Construction; and Mike Varrin, Whistler/Blackcomb entered the meeting.

Melissa Laidlaw, Senior Planner, RMOW introduced the project for a proposal to expand the existing east side patio and addition of a roof canopy over the north seating area overlooking Skiers Plaza. Staff seeks Panel comments regarding the patio roof canopy shadow impacts, massing, general site planning, form and character and materials and details.

Carla Smith introduced the applicant team and advised on the following.

1. The proposal consists of:
   a. new canopy roof structure;
   b. enclosure of outdoor seating;
   c. upgrades to temporary east side patio;
   d. general upgrade of guard rails, re-roofing, pavers and general maintenance.
2. Goal: improve the patio's all season usability, improve look and feel, change from temporary to a high end, high quality permanent use.
3. Temporary tent structure is currently being used to host private events.
4. Work will be done in two phases:
   a. spring 2014, deck upgrade, re-roofing, pavers, east deck extension;
   b. fall 2014, patio canopy construction.
5. Key constraints, snow retention, access to daylight and views, solar and shadow impacts.
6. Create something that is complimentary to the existing building, roofline and Whistler Village.
7. Proposed canopy roof design a folded plane structure.
8. Retain snow on the new canopy roof, modest slope to existing eave line, new wide deep gutter along existing eave lines.
9. High end seasonal vinyl enclosure.
10. Snow shed area in gap between existing and new roof onto heat traced patio surface.

Dennis Maguire entered the meeting at 1:21 p.m.

11. Preserve views from Skiers Plaza and from inside the restaurant.
12. Materials: steel truss-like structure, wood elements, wood soffits, creating a clean esthetic to the folded planes; glass and steel guard rails along perimeter of patio.
13. Lighting strategy, inconspicuous indirect up lighting onto wood surface adding warmth to the space.

Shadow studies done to illustrate shade cast by proposed roof canopy. Staff requested the applicant lower the front edge of canopy by 2 ft. as a comparisor study and 2 ft. lower roof had minimal difference on amount of shadow.

Mike Kirkegaard entered the meeting at 1:52 p.m.

Panel offers the following comments.

Site Context and Landscaping

1. Panel was generally supportive of the overall design concept; it will make the patio area covered and useful.
2. Panel felt that the shadow impacts were marginal for the greater good, and further commented that the shadows are on transient areas, not sitting areas.
3. A member encouraged to look at more public viewing opportunities at east deck.
4. A member suggested integrating bike storage at east deck.

Form and Character

1. Some panel members felt the canopy design worked well with the existing building and fits in without mimicking the building.
2. Other panel members felt the canopy design was not consistent with the existing building and needs more integration.
3. A panel member commented that the shapes for the deck expansion could be more creative.

Materials, Colours and Details

1. A panel member suggested paint upgrades to the lower part of the building.
2. A panel member suggested applying sufficient amounts of clear wood finish or coloured stain to the exposed wood elements.
3. Panel supports the change from wood to steel, and the high degree of wood for warmth.
4. A panel member felt the materials were not consistent with the rest of the plaza.
5. Panel commented that attention will have to be paid to the details (e.g. heater integration, etc.)

Moved by T. Bunting
Seconded by C. Wetaski

That Advisory Design Panel supports the project as presented subject to consideration of Panel comments and does not need to see this project return for further review.

CARRIED.

The applicant team left the meeting.

2007 Karen Crescent
2nd Review
File No. DP1339

The applicant team of Andreas Kaminski, AKA Architecture & Design Inc.; Jason Wood and Scott Sellers, Diamond Head Developments; and Tom Barratt, Tom Barratt Ltd. entered the meeting.

Amica Antonelli, Contract Planner, RMOW introduced the project. This new design addresses Advisory Design Panel March 19 meeting comments pertaining to parking, vehicle circulation, riparian area protection, snow management, landscaping and building façade. Staff seeks Panel's feedback on whether or not the concerns have been adequately addressed or if there are specific issues requiring further attention.

Jeff Coombs
Vice-Chair, Strata Council
Carleton Lodge
1 2112 Nordic Drive
Whistler BC
V0N 1B2

June 13, 2014

VIA EMAIL

To: Jan Jansen, General Manager of Resort Experience
Melissa Laidlaw, Senior Planner

Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V0N 1B4
jjansen@whistler.ca
mlaidlaw@whistler.ca

Dear Sir and Madam;

RE: Noise concerns regarding Garibaldi Lift Company operations and comments concerning development permit application 1342

We write on behalf of the residential owners of the Carleton Lodge concerning Whistler Blackcomb's ("WB") licensed establishment Garibaldi Lift Company ("GLC"). The Carleton Lodge is a five storey residential and commercial strata building directly across Skier's Plaza from the GLC in Whistler Village.

In recent years, noise from the GLC has been a source of ongoing concern and aggravation to our residential owners and guests, and is having a significant impact on the use and enjoyment of our properties.

The current noise problems are two-fold:

1. Amplified music from the GLC's patio speakers. This becomes problematic particularly in the evening after other ambient noise in Skier's Plaza has subsided, at which time the music becomes much more audible in our residences. Also, from time to time the GLC patio speakers are left on after 10:00pm, which we understand from GLC management to be inadvertent.

2. Amplified music from live music, DJ and similar events. On many nights the GLC functions as a nightclub, routinely hosting live music, DJ and similar-type events which feature amplified music played until 1:00am. WB's website promotes the GLC as "The Best Live Music Venue In Town" and describe it as "the rallying point for ... the after-dark crowd who appreciate above-ground ambience and serious soundscapes" (http://www.whistlerblackcomb.com/events-and-activities/the-village/restaurants/glc.aspx). Given the size of the sound system(s) utilized by the GLC, the limited or non-existent soundproofing of the GLC building (which features high glass walls facing the Carleton Lodge), and it's second storey elevation and orientation, the noise from these events can at times be overwhelming to residents and guests of the Carleton Lodge. The music, particularly the low frequency bass, is often loudly audible through closed windows in the Carleton Lodge units facing the GLC until 1:00am, making sleep difficult or impossible for many residents.

Further, we understand that on June 3, 2014 Whistler's Council approved the expansion of GLC's patio capacity from 265 to 468 persons. We understand the GLC will be utilizing a portion of their existing patio that previously has been largely unused, and is closest to the Carleton Lodge. We are concerned that the expanded area and capacity of the GLC will create a further noise problem for residents and guests at the Carleton Lodge.

Individual Carleton Lodge residents have been in contact with GLC management from time to time concerning the patio speaker and event noise issues. Management has been cordial and indicated a desire to respond to noise complaints. However, this necessarily occurs "after the fact", i.e. after suffering through an evening of unabated noise. Hence, the complaint-based approach is not a satisfactory approach to the GLC noise problem, and we consider it necessary for there to be changes to the structure of the premises, use, and/or its amplified sound system.

Comments Regarding Development Permit Application of GLC for Structural Addition

We understand that the GLC has applied for a development permit (DP 1342) (the "GLC Application") to construct a substantial cover over its patio. We also understand that WB will be required to apply to the Board of Variance in connection with the GLC Application, as they are seeking an alteration or addition to a building containing a non-conforming use (i.e. the GLC).

We consider this to be an appropriate and opportune juncture at which the ongoing noise concerns of the residents and guests of the Carleton Lodge and other nearby residential properties can be addressed, as well as to ensure that new noise issues are not created as a result of the patio expansion.

i. Current GLC operations regularly contravene the Noise Bylaw

Whistler's Noise Bylaw 1660 (2004) provides as follows:

> 2. No owner or occupier of real property shall use such real property, or permit such real property to be used, so that noise or sound which emanates from that real property disturbs or tends to disturb the quiet,

peace, rest, enjoyment, comfort, or convenience of the neighbourhood or of persons in the vicinity.

3. Without limiting the generality of Section 2 or 3 of this Bylaw, no person shall:

(a) operate or play any musical instrument, radio, stereophonic equipment, or other device for the production or amplification of sound, or permit such devices to be operated or played, in the Resort Municipality in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of the neighbourhood or of persons in the vicinity; or

...

4. Without limiting the generality of Section 2 or 3 of this Bylaw, Council believes that the following noises or sounds are objectionable:

(c) any amplified music or speech which is audible between the hours of 10:00 p.m. and 8:00a.m. outside the premises on the real property from which it emanates or is reproduced, or at any boundary of the real property from which it emanates or is reproduced;

(d) any amplified music or speech that is projected into any highway or public place located in the area outlined in bold on the plan attached as Schedule "A" to this bylaw;

The area outlined in bold on the plan attached to Noise Bylaw 1660 as Schedule "A" includes the Carleton Lodge and the GLC.

Consequently, section 2 and subsections 3(a), 3(c) and 3(d) of Whistler's Noise Bylaw are being regularly contravened by the GLC in the course of its ordinary operations, both by the operation of its patio speakers at levels where they are audible and projected into a public place (both before and after 10:00pm), as well as by operating and/or playing musical instruments and amplified music inside its premises to the same effect.

ii. <u>The GLC's existing facility and use is in contravention of the Whistler Village Design Guidelines and should be required to be brought into compliance</u>

Noise control is a proper consideration on this development permit application: the RMOW's Official Community Plan, in its Whistler Village Design Guidelines, contains provisions written to address the precise problems being encountered with the GLC's operations:

5.7 NOISE CONTROL

The relatively high density of Whistler Village, combined with the mix of residential, commercial and entertainment facilities creates the potential for noise problems.

1. Locate nightclubs below grade.

> Nightclubs must be located primarily below grade unless exceptional noise isolation measures are included.
>
> 2. Locate entrances to nightclubs, licensed lounges and pubs away from tourist or residential accommodation.
>
> Provide vestibule (double door) entrances.
>
> No operable windows are permitted facing a public street or mall for nightclubs. Other licensed premises may have operable windows facing a public street or mall subject to limiting noise escaping to the street.
>
> Nightclubs must be sound-isolated from any tourist accommodation or residential uses.
>
> (Emphasis added)

The term nightclub is not defined in the OCP; however, it is clear the GLC falls within the definition given the ordinary meaning of the term. The Merriam-Webster dictionary defines a nightclub as "a place that is open at night, has music, dancing or a show, and usually serves alcoholic drinks and food," while dictionary.com defines a nightclub as "an establishment for evening entertainment, generally open until the early morning, that serves liquor and usually food and offers patrons music, comedy acts, a floor show, or dancing". Further, the GLC promotes itself as a "Restaurant - Bar - **Night Club**" on its Facebook page.

The GLC, as already noted, is located above-ground (above grade, in fact), features doors that directly face tourist and residential accommodation, and employs little or no sound isolation measures, let alone the "exceptional noise isolation measures" called for by the Guidelines.

Therefore, the GLC presently does not comply with the noise control provisions of the Whistler Village Design Guidelines, and it should be required to be brought into compliance as a condition of any approval of the GLC Application.

Request for conditions of approval of the GLC Application

1. We request that it be made a condition of any approval of the GLC Application that the applicant demonstrate that the noise concerns we have identified, or any potential new noise concerns arising from the proposed alterations, have been satisfactorily addressed, including by the design of the proposed addition, alterations to the existing structure, amplified sound system design and speaker location and hours of operation, and other noise isolation measures.

2. We request that the Board of Variance apply the same conditions set out at "1" above to any approval sought by the GLC in connection with any proposed structural alterations to its premises.

Given the significant impact on the use and enjoyment of our property by the GLC, both by its current use as well as its proposed expansion, we would appreciate being kept abreast of the

application status as it proceeds. We would also welcome the opportunity to engage in further dialogue with municipal staff, council, and representatives or consultants of the GLC about ways in which our concerns may be addressed and to ensure that the uses of the two neighbouring properties are made compatible.

Thank you in advance for considering our concerns.

Sincerely,

Jeff Coombs
Vice-Chair, Strata Council
Carleton Lodge VR 1163

cc: Mayor Nancy Wilhelm-Morden (wbradbury@whistler.ca)
Councillor Jack Crompton (jcrompton@whistler.ca)
Councillor Jayson Faulkner (jfaulkner@whistler.ca)
Councillor John Grills (jgrills@whistler.ca)
Councillor Duane Jackson (djackson@whistler.ca)
Councillor Andree Janyk (ajanyk@whistler.ca)
Councillor Roger McCarthy (rmccarthy@whistler.ca)
David Evans, Strata Property Agent, WRM (dave@wrm.bc.ca)
David Demers, Manager, Sundial Lodge (david@sundialhotel.com)

August 29, 2014

Dear Melissa,

I have been forwarded a copy of your e-mail today, July 29, addressed to Asher DeGroot at MGA and Mike Varrin here at Whistler Blackcomb, regarding the Development Permit Application for the GLC patio expansion and renovation. The e-mail included the attached letter from Jeff Coombs, Vice Chair Strata Council, Carlton Lodge.

We are hoping that we can address some of the concerns noted in the letter from Mr. Coombs; so that we may secure the Development Permit that we will require to complete the project for the winter ski season for 2014/15. Contrary to the belief expressed in the letter, we believe that the completed project will improve the noise situation at the GLC, and that measures currently in place for noise mitigation are working. I have attached a letter from our architect at MGA that outlines the benefits of the project, and I will also point out some of the current and past measures that we are undertaking at the GLC to mitigate the noise issues resulting from our current operating plan.

Our belief is that the completed project will help to reduce the noise in the Mountain Plaza and that this is a key benefit to the homeowners and guests in the area.

The canopy structure is semi-enclosed, has a wood underside, and features clerestory glazing and glass handrails, all of which will dampen sound coming from the building and the patio itself. The audio speakers in this portion of the patio will face into the building, and there is no intent to have any amplified music on this area of the deck after 10 pm.

The strategy around the covered deck is to provide additional covered and heated seating for our après-ski guests, when the inside of the GLC is full on a daily basis. While the heated patio will also be of benefit in the evenings when the village cools down, we envision this as an eating and lounge area – not as a venue for DJ's and amplified music.

I would also like to point out some of the measures that are currently in place to mitigate noise complaints.

GLC management has;

- Signed the Good Neighbor Agreement, which is part of Policy G-17 which outlines rules of conduct (including noise levels) for liquor license holders in Whistler and (see attached)
- Established contacts at the front desk staff of the Pan Pacific and Sundial Hotels to ensure that they have contact names, e-mails and phone numbers for the 'manager on duty' in the event that there are any noise issues.
- Moved the entry way into the venue for live entertainment to a double door vestibule to limit the amount of noise coming out of the room. The entry location was previously directly across from Carlton through a single door.
- Installed a timer for outdoor speakers that automatically shuts power off at 21:45 hrs.
- Worked with sound production contractors to set expectations for sound mitigation around live entertainment.
- Eliminated extra sound production i.e. bass speakers, and additional power for any live music entertainment (i.e. house sound system only).
- Recorded decibel levels in skier's plaza as well as Carleton and The Sundial routinely (every 30 min) on nights with live entertainment, to ensure that noise levels are well below the previous by-law limit of 65dbs.
- Maintained regular contact with RCMP, By-law and neighbors in order to deal with noise complaints as well as follow them up.

Whistler Mountain Resort Limited Partnership
Blackcomb Skiing Enterprises Limited Partnership
4545 Blackcomb Way, Whistler, BC, Canada, V0N 1B4
Phone 604.932.3141 Fax 604.938.7527
whistlerblackcomb.com

WHISTLER BLACKCOMB

GLC management has reviewed our noise history with the Rob Knapton, Staff Sargent, at the Whistler RCMP detachment and we have 3 documented noise complaints there from 2012 and 2013. By-law also had 3 separate incidents on file from 2009 through 2012. Our internal records show that we have dealt internally with 9 noise complaints in the past 6 years.

While the measures above are not fool-proof, I am confident that the GLC is taking their responsibility as a good neighbor seriously, has worked with the appropriate community partners, and will continue to take reasonable measures to prevent noise issues from happening, while taking ownership and following up appropriately when incidents occur.

We are currently reaching out to the Carlton strata to schedule a meeting and review the components of the GLC renovation and it's benefits, and discuss noise mitigation plans to ensure that the strata group is satisfied with our action plan.

We are absolutely convinced that a successful Development Permit Application can only have a positive effect on the current noise situation, and that the denial of this application in no way furthers the interests of Whistler, our guests, or the Carlton strata members. On the contrary, we believe that the new patio and structure will enhance the current building and courtyard, as well as attract guests to this newly renovated and integral village area.

Finally, we believe that your request that we add terms and conditions to our liquor license limiting the use of amplified music at the GLC is unreasonable and untimely (especially given the Development Permit is going to council in 6 days). Our record shows that we are responsible operators, good neighbors, and that our music programming and après-ski events at the GLC are world class and work to the benefit of the entire resort. In addition, we believe that it is unfair to enforce these restrictions on the GLC without taking similar action to restrict live music and entertainment in other venues such as The Longhorn, Dublin Gate, and any other village venues with live music programs.

Please contact me if you would like to discuss the contents of this letter or the attachments at any time.

Sincerely,

Paul Street
Food and Beverage Director
Whistler Blackcomb
M 604-905-9912
O 604-932-7239
pstreet@wbmtn.com

July 29, 2014

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

RE: Garibaldi Lift Company Patio Upgrades – explanation of design intent

To whom it may concern,

Michael Green Architecture, on behalf of Whistler Mountain Resort Limited Partnership (Whistler Blackcomb) has applied to the RMOW for a development permit for the following work at the GLC Restaurant.

Description of the Project:

Whistler Blackcomb is seeking to upgrade the patio experience on the Garibaldi Lift Company exterior seating area by constructing a permanent canopy over a portion of the patio as part of Development Permit #1342. This area can be temporarily enclosed during the winter months with the addition of vinyl wall panels. Refer to the attached drawings included with this letter. The canopy contains a steel structure with a clear finished wood soffit constructed over the northwest portion of the patio area facing the Skier's Plaza.

The construction of the canopy is an integral part of various improvements being made to the GLC.

- An increase to the liquor license capacity was recently approved by RMOW Council.
- The entire patio surface has been upgraded with a new roof membrane, radiant heating, and new paving surface as part of BP#3064.
- The existing patio area to the south east of the GLC has been upgraded to improve visitor experience for those viewing downhill mountain biking during the summer and the ski hill during the winter.

A series of umbrellas and temporary tent structures are currently used on the patio to provide minor protection for GLC patrons. These create a cluttered view from Skier's Plaza, taking away from the quality design of this area.

Benefits of the project to Whistler Village:

The construction of the canopy will allow vast improvement to the services offered to the public by the GLC. A permanent canopy allows the patio opening on Skier's Plaza to be active throughout the year including times of inclement weather as a protected space to view the happenings on the plaza

The canopy also improves the urban character of the Plaza, setting an excellent precedent for patio design for all of Whistler Village. This was specifically noted by the Advisory Design Panel in their review of the project.

The semi-enclosed nature of the canopy allows Whistler Blackcomb to reduce the noise emanating from the GLC patio towards the skiers plaza. Speakers will be installed to face inward towards the building. The clerestory glazing and glass guardrails will prevent much of the sound created by the GLC patio occupants and the sound system under the canopy from reaching residences to the north of Skier's Plaza. When the vinyl enclosure is in use during the winter months the noise will be further reduced.

Should further description and design rationale for the project be required, please do not hesitate to contact our office.

Sincerely,

MGA | MICHAEL GREEN ARCHITECTURE INC

Asher deGroot

Associate, Architect AIBC

WHISTLER

THE RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way
Whistler, BC Canada V0N 1B4
www.whistler.ca
TEL 604 932 5535
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LICENSED ESTABLISHMENT
GOOD NEIGHBOUR AGREEMENT

BETWEEN

RESORT MUNICIPALITY OF WHISTER
AND
WHISTLER DETACHMENT OF THE RCMP
AND

Licensee **Garibaldi Lift Co.**

(License #) **169279**

The privilege of operating a business that sells alcoholic beverages brings with it a high level of social and civic responsibility.
The owner(s) and employees of Garibaldi Lift Co.
will operate the business in a manner that is fitting of a first class resort, caring for the comfort and safety of its guests and sensitive to its surrounding neighbours and the overall Whistler community. In an effort to provide a sustainable balance for our guests, neighbours and business interests we are committed to the following:

1. We will operate within the legislated laws and guidelines of the Liquor Control and Licensing Act of British Columbia and all Municipal Bylaws both current and as amended. We recognize that failure to do so may be cause for us to be subject to disciplinary action as determined by the Liquor Control Board and / or the Resort Municipality of Whistler.

2. All employees serving alcohol will hold a valid "Serving it Right" certificate. Each year at the time of business license renewal, a current list of all licensee/manager(s) and servers shall be provided along with proof of current "Serving it Right" certification. Employees will receive ongoing training of liquor regulations and responsibilities and conflict resolution.

3. We will commit to no liquor service to minors, no over-service and no over-crowding. We will not participate in deep discounting of drink prices or predatory business practices.

4. We recognize that the establishment exists within an existing mixed-use area and is surrounded by accommodation and we will limit noise disturbance to others and comply with the RMOW Noise Control Bylaw.

5. The establishment agrees to close all open windows and doors by 10:00 p.m. or earlier and will take measures to inform our customers of our commitment to limit noise disturbance. Our noise control plan consists of the measures outlined in Appendix One.

6. We commit to cooperate with community stakeholders, being the Food & Beverage Association, Accommodation Sector, Chamber of Commerce, Tourism Whistler, Whistler-Blackcomb, RMOW, Fire Department and RCMP, to assist in the reduction of noise and violence within the Municipality.

WHISTLER

7. We will continually monitor and ensure that litter, garbage and broken glass left in the area around Whistler Village Gondola Station will be cleaned up as soon as possible.

8. For the safety and security of guests, employees and neighbours we will not tolerate any criminal activity. We will report any known or suspected criminal activity to the RCMP and cooperate fully with the authorities in the event of an investigation.

9. We will promote and train our staff to deliver a Responsible Drinking and Driving program. Non-alcoholic beverages will be available at a reasonable price for Designated Drivers and we will assist in arranging taxi services as requested.

10. Staff will insure that patrons leaving the establishment will not leave with open alcohol.

11. Exotic dancers or strippers will not be permitted as a form of entertainment.

12. We will work proactively with the RMOW and the RCMP when planning a special event that will require a license change. Special events of this nature will require a minimum of two weeks lead-time. A management plan for the event will be coordinated with the RMOW and the RCMP with approval prior to announcing the event to the general public. We acknowledge all parties commitment to work together to make these special events possible within the Liquor Control and Licensing Act and municipal bylaws.

13. In recognition of our role as a responsible corporate citizen, neighbour and employer we agree to work with the RMOW and the RCMP to resolve issues of mutual concern

Signed this 9th day of Nov , 2012 at Whistler, BC

Owner/ General Manager
Authorized Signatory

Acknowledged and supported by

N. Wilhelm-Morden

Nancy Wilhelm-Morden
Mayor

S/Sgt. Steve LeClair
Whistler RCMP

WHISTLER

APPENDIX ONE

NOISE MITIGATION MEASURES

LICENSEE 169279
DBA Garibaldi Lift Co.

WHISTLER, BC

The licensee of 169279
(DBA Garibaldi Lift Co.) hereby commits to adhere to the following noise mitigation measures:

1. The establishment will at all times operate in accordance with the RMOW Noise Control Bylaw.

2. There will be no speakers outside of the establishment except for approved patio speakers.

3. There will be no soliciting of business outside of the establishment.

4. All doors and windows will remain closed after 10:00 p.m.

5. The licensee will attempt to ensure any line up for admission is contained inside their establishment. Creation of "false" lineups is not permitted.

6. The establishment will post signs at all exits requesting patrons to leave quietly and quickly.

7. The establishment will ensure that door staff encourages patrons to leave the area of the establishment quickly and quietly.

8. The establishment will meet and cooperate with representatives of the RCMP, RMOW and others to discuss and develop measures to reduce noise from patrons leaving the establishment such as more taxis and changing the direction of exiting patrons. The Municipality will arrange such discussions from time to time and the licensee agrees to participate.

9. The licensee agrees to participate in a "Bar Watch Program" with the police and the Municipality to ensure noise and other related issues are addressed as needed.

10. The licensed establishments will collectively prohibit any individual(s) that have previously caused a disturbance or nuisance and noted by the RCMP, Municipality or the establishment from continued attempts to enter the establishment.

11. The licensed establishment will undertake a biannual review of these noise mitigation measures to evaluate their effectiveness with a commitment to consider revisions as needed.

APPENDIX G

THE RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way
Whistler, BC Canada V0N 1B4
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August 5, 2014

Asher DeGroot
Michael Green Architecture Inc.
63 E Cordova
Vancouver, BC V6A 1K3

Re: DP1342 – GLC Patio Canopy

Dear Mr. DeGroot,

The following provides a list of outstanding items to be provided and reviewed to the satisfaction of the General Manager of Resort Experience as a condition of development permit approval.

1. Address and implement noise mitigation measures based on provision of an assessment by a sound specialist providing comments on:
    a) opportunities for the design of the improvements to minimize existing and future noise;
    b) amplified sound system design and location;
    c) any other noise isolation measures.
2. Provide details of the patio heating installation.
3. Provide specifications for the seasonal winter enclosure.
4. Provide final colour and finishing specifications.
5. Identify the location of the proposed LED light posts.
6. Ensure no uplighting through the canopy skylight and no light glare into Skiers Plaza
7. Provide 2 full size hard copies of the architectural plans and details for development permit issuance.
8. Provide a final digital 'as built' 3D massing model of the project for inclusion in the Whistler 3D Master Model.
9. Provide a final green building checklist that responds to each of the green building objectives outlined in Section 2.0 of Green Building Policy G-23.
10. Adhere to the Whistler Village Construction Management Strategy including provision of a construction site management plan, good neighbor agreement and construction sign posted during construction.

Regards,

Melissa Laidlaw
Senior Planner, Planning

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-093
FROM:	Resort Experience	**FILE:**	8216.36
SUBJECT:	RBC GRANFONDO WHISTLER CATERING LICENSE CAPACITY OVER 500		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council approve the Catering License capacity of over 500 for the RBC GranFondo Whistler to be held on Saturday, September 6, 2014, subject to Liquor Licensing and Distribution Branch, Whistler Fire Rescue and RCMP approvals.

REFERENCES

Appendix A - RBC GranFondo Whistler Security Plan and Site Map

PURPOSE OF REPORT

RBC GranFondo Whistler's request for a Catering License capacity of over 500 people is brought forward for Council's consideration.

DISCUSSION

The RBC GranFondo Whistler on September 6th, 2014 is a large scale fully supported ride from Vancouver to Whistler with up to 4500 participants. Riders will finish along Blackcomb Way with post event activities held in Lot 4 "Finish Plaza" and Celebrations held in Whistler Olympic Plaza.

Organizers will dress up Lot 4 with a bike coral, stretching lounge, video screen, stretching & massage tent, medical facilities, information, and sponsor activations. Whistler Olympic Plaza will include a stage for awards, entertainment, a photo backdrop, playground area, food and beverage. Appendix A includes an event security plan and the site layout of Whistler Olympic Plaza.

Organizers contracted Bearfoot Bistro who will be using their Catering License endorsement to serve food and alcoholic beverages as part of the celebrations allowing participants, friends, family, media, residents and guests to enjoy the festivities and welcome those who biked to Whistler.

The liquor service area will occur in a fenced space within Whistler Olympic Plaza. Service hours are 10:00am to 4:00pm with last call at 3:30pm. The maximum capacity requested for the licensed area is 6000 people including volunteers, event staff, service staff, security, entertainers, media, participants, support teams and families. Not all riders will arrive at the same time. The inflow of participants peaks between noon and 3:00pm in Olympic Plaza.

All riders 19 years + will be identified with a non-transferable coloured wrist bracelet confirming proper ID was shown. Only people with this bracelet will be served alcohol. Non-participants may obtain a bracelet on site with proof of age. Professional security will be positioned throughout the licensed area. The catering licence will permit minors to access the licenced area.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Arts, Culture & Heritage	Arts, cultural and heritage opportunities attract visitors and contribute to the experience and local economy	
Economic	Whistler holds competitive advantage in the destination resort marketplace as a result of its vibrancy and unique character, products and services	
Visitor Experience	The resort community's authentic sense of place and engaging, innovative and renewed offerings attract visitors time and time again	

OTHER POLICY CONSIDERATIONS

Council Policy G-17 Municipal Liquor Licensing Policy requires approval from Council for any Catering Licensed event for more than 500 people. The maximum occupant load requested for the licensed area in Whistler Olympic Plaza is 6000, as determined by Whistler Fire Rescue Service in conformance with the Council Policy G-17 and the BC Fire Code.

BUDGET CONSIDERATIONS

None

COMMUNITY ENGAGEMENT AND CONSULTATION

SUMMARY

The RBC GranFondo Whistler on September 6th, 2014, is a large scale, fully supported ride along the newly upgraded Sea to Sky highway from Vancouver to Whistler. Organizers have hired Bearfoot Bistro who will use their Catering License endorsement to serve food and alcoholic beverages as part of the celebrations. The "Finish Plaza" is located in Lot 4 and Celebration area located in Whistler Olympic Plaza. Service hours are 10:00am to 4:00pm with a last call at 3:30pm. The requested maximum capacity is 6000 for Olympic Plaza. Due to the participant demographic, location of venue, and timing of the event, RMOW staff support the use of a Catering License, subject to LCLB, Fire, RCMP and Council approval.

Respectfully submitted,

Bob Andrea
MANAGER, VILLAGE ANIMATION & EVENTS
for
Jan Jansen
GM, RESORT EXPERIENCE

EVENT PLAN FOR RBC GRANFONDO WHISTLER
SEPTEMBER 6, 2014
OLYMPIC PLAZA, WHISTLER

Event Overview

GranFondos are mass participation cycling events that have enjoyed incredible popularity in Europe for decades, and are gaining momentum in North America. The 2010 RBC GranFondo Whistler was the first world-class Gran Fondo in Canada, this year will mark the 5th annual RBC GranFondo Whistler to be held on September 6, 2014

Loosely translated from Italian, GranFondo means "big ride." Rides are often 100 km or more for a large number of cyclists at a variety of skill levels. Everyone from the competitive cyclist to the amateur wanting to challenge themselves over distance and time enjoy these events. While these are not races, top finishers are often recognized.

The event also has an entertainment component highlighting various music concerts at the Celebration Plaza. The Celebration Plaza will take place at Whistler's Olympic Plaza on September 6, 2014

TOIT Events is the event management company organizing the RBC GranFondo Whistler. Celebration Plaza festivities including food and beverage will be supplied by Bearfoot Bistro.

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Celebration Plaza Event Schedule

RBC GranFondo Whistler is scheduled to take place on September 6, 2014. The event schedule is as follows:

10:00AM	First Riders Expected	Day Lot 4, Whistler
10:00AM - 4:00PM	Celebration Plaza	Whistler Olympic Plaza
1:30PM	Awards	Celebration Plaza
4:00PM	Finish Line Closes	Day Lot 4, Whistler
4:30PM	Bike Check Closes (all bikes to be picked up by 4:30PM)	Day Lot 4, Whistler

Event Description

The festivities will start around 10:00am just in time to welcome the first riders in Whistler. With the beginning of the race starting at 6:45am we anticipate the elite riders to make their way across the finish line around 10:00 am. We will organize festivities throughout the day as the rest of the 4,000 participants arrive until 4:00 pm.

The peak periods for Celebration Plaza will be between 12pm-3pm. Alcohol will be served from 10am-3:30pm with a crowd flush between 12pm – 3pm. Last drinks will be called at 3:30pm.

Celebration Plaza includes (please refer to the map in Appendix A):

- Awards Ceremony
- Kids festivities
- Free live entertainment
- Food and refreshments by Bearfoot Bistro

As per the attached diagram Celebration Plaza will contain a licensed area- as indicated by the purple lines. There will be two controlled access point s– one lane will be for the entrance and one lane for the exit at each.

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The entertainment will run from 10AM – 4:30PM. There will be one DJ on stage playing family friendly soft rock, pop and blues style music.

Celebration Plaza includes (please refer to the map in Appendix A):

Main Service List for Celebration Plaza	GFW Must Have Requirements
Announcer Stage/Entertainment	Needed for awards/music – MC/DJ needed - on a riser and utilize RMOW sound. We will be placing a 12x12 riser in the middle of the celebration plaza. A DJ will play on here under a 10x10 tent for the duration of the day. As well, this is where we will present our awards. This will require access to power. We will plug into the speaker system in the Celebration plaza.
Beer Garden – Full plaza fencing	There will be 4ft plaza fencing sourced Moduloc. There will be roughly 1700ft of fencing which will be placed around the outside of the entire celebration space. Double fencing or 6ft fencing will be ordered in locations where this is required. The fencing will be put up on Friday, September 5, 2014. It will enclose all aspects of the celebration space.
F & B	Provided by Bearfoot Bistro as per previous years for both the main food and AC tent.
Family Zone	TBD?
Solutions Tent	Our solutions tent will be located in the plaza this year to help support any inquiries surrounding the Giro awards. This will require access to power.
Toilets/Portalets	There will be 8 portable toilets dropped outside of the fencing by the celebration plaza. Please see site layout for location.
Alta Classe Zone	Tent location - 40x60 marquee tent located on the cement part of the celebration plaza with a 20x60 white picket fence around the front to prohibit general access. This tent will be included within the fenced boundary to ensure it falls under the licensed area. This space will be managed by Bearfoot Bistro. Power is required.
Liquor License	Bearfoot Bistro will apply under their catering liquor license.
Security	For entrances with vollies providing wristbands. Please see specific security details in document on pg. 4-5.
AV	Celebration Plaza AV will link into the RMOW system. We will work with our own electrician, as well as Scott Mcphee to ensure all needs are met. Power will be needed.
Event Signage	Need event signage to match the tent locations, etc (provided by GranFondo). Specific signage will be

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	used for entry into beer garden. (see pg. 6)

As per the attached diagram Celebration Plaza will be a licensed area- as indicated by the blue lines. There will be two controlled access point s– one lane will be for the entrance and one lane for the exit at each.

The entertainment will run from 10AM – 4:00PM. The concept of the music for 2014 is up for discussion.

Number of Expected Participants/Capacity

The expected attendance for the RBC GranFondo Whistler is comprised of the following:

Riders- 4,500
Event staff/Volunteers- 400
Family/Friends – 1500

The crowd capacity within Celebration Plaza is limited to 6,000 people based on numbers provided by RMOW.

Demographics

Gran Fondo demographics based on the 2012 GranFondo Whistler are as follows:

- 35+ yrs (86%)
- Participation by age (GFW2012):25-34= 13%; 35-44 = 31%; 45-54 = 35%; 55+ = 21%.
- Median age of 46(M)/44(F); 72% male / 28% female
- 78% married, 59% of which with children.

It is anticipated that there will be approximately 500 guests at the event under the age of 19years- typically young children of participants.

Security and Event Plan

The licenced area will have two access points, all security guards will be briefed regarding crowd control and capacity numbers. Four foot sections of Moduloc fencing will be erected around the entire Celebration Plaza.

1. Entrance (controlled entry point – check wristband or I.D and identify with wristband) 2- persons
2. Exit (controlled exit point) – 2 persons
3. Rovers – 2 persons
4. Relief/Logistics – 2 persons
5. Security Manager – 1 persons
6. Asset Management (night) – 1 persons

1. **ENTRANCE:**

There will be two entrances to the celebration plaza for guests. Security officers and a volunteer monitor will be posted to the entrances to monitor patrons entering the fenced in area. RBC GranFondo participants will be ID's when they pick up their rider number prior to the event and will be given a non-transferable wristband. Participants over 19 years of age will have a coloured (TBD) wristband that will confirm they are over 19 years of age, there will be a different coloured wrist band for those under the age of 19. The security personnel and all volunteers will be educated in what the wristband will look like.

General Public: The officers will conduct ID Checks (one must be a government issued photo ID) and a colour coded wristband will be provided to those people over 19years. For those under the age of 19 a different coloured wrist band will be issued.

The entrance guards will also assist with general security issues including bag check.

2. EXIT:

The exit will also be a controlled point and will be resourced by one guard above. No patrons will be permitted to enter through the exit lane and no alcohol will be permitted to leave the Celebration Plaza.

3. ROVERS

Two security officers will patrol the beer garden area. The rovers will assist other security officers as required.

To ensure that there is prevention of over service, intoxication and service to minors the following measures will be put in place:

- A professional security company will be engaged- United Protection Service to deliver the security plan
- Security personnel will look for signs of intoxication and not permit access to the Celebration Plaza to intoxicated individuals
- Security will be present at the entrance/exit to check for ID and ensure no alcohol is taken outside of the fenced in area
- An event phone will be available for patrons to call a taxi or family/friends to collect them
- Security personnel will be instructed to keep patrons inside the beer garden and control capacity

RCMP members (regular or auxiliary) are expected to be on the grounds during the event**.** RCMP, private security, and event organizers should agree on what criteria to use for dealing with problem event participants or spectators. In general, as behaviour warrants in dealing with problem individuals, the phases of imposing security intervention should include warnings, ejection, and arrest

Event Staff – Food & Beverage will be managed by the Bearfoot Bistro. Celebration Plaza will areas to purchase food (see attached map). The Celebration Plaza will have a minimum of 20 staff at all times in the form of mangers, servers, cashiers and cooks. All personnel serving alcohol work in the food and beverage industry and hold their Serving It Right certificate.

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Signage

All signage will be submitted to RMOW for approval. Most signage will be of informational nature versus promotional. Here is the list of signs to be produced:

Signs will be posted at the entrance to the beer garden advising patrons they may be subject to search and ID Checks.

TERMS of ENTRY

1. Alcohol will be served to only those of legal age and with the proper identification. GranFondo Canada retains the right to refuse entry or remove individuals at their discretion.

2. All bags are subject to a search by security officers

3. Patrons may not leave the venue with alcohol.

4. No smoking - This site is a non-smoking venue.

*5.*Have a great time! *(those found to be causing a disturbance will be asked to leave)*

Communications

Security officers and RCMP members will not be monitoring the same radio frequency. Therefore, communications between the security supervisor and RCMP must be maintained via cellular telephone. Each security officer will be equipped with a radio and surveillance unit ear piece in order to hear radio communications during concert times. Communications between RCMP and security officers will occur via the security supervisor.

Security and the RCMP will have contact with the Event Communication Centre.

Volunteer Roles

Role: Security Assistant
Description: Support Security at entrances by putting on wristbands
Number: 2
Hours: 10am - 4:00pm

2014 Entertainment Plan

The stage will be one main riser around 12x12. We will have entertainment on stage from the start of the celebration to the finish: from 10:00 am to 4:00 pm. The stage will have a dj for the entire event day, however will need to be used throughout the day to present the awards to the various winners.

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Family Zone

The Family Zone will encouraged all participants to come to Whistler with the family and stay overnight. The details are open to be planned, however these are items that have existed in the past. We are currently working with Whistler Arts council to determine and exact plan.

- Inflatable giant slide – Provident
- Face painting & Balloon artists
- SLCC craft station
- Balloon distribution
- 2 bouncy castles

Additional Operational Components

Electrical: We have applied for an electrical permit with the RMOW. We will work with them in regards to electrical needs.

Permit/Licenses: We have applied for the overall permit of the space, however liquor permit will be applied through Bearfoot Bistro and will be an extension of their license.

Set-Up:
Friday, September 5th, 12:00 pm – Set-up of stage, tents, signage, barricades,
F&B will set up on Friday, September 5, 2014 between 2pm-6pm.
Saturday, September 6th, 6:00 am – Partners' activation set-up, food and beverage area, inside of tents, family zone, etc.

Take-Down: Items from Saturday likely will need to be re-used for the Sunday Pursuit event, so this will all still need to be confirmed.

Clean-Up & Waste Management: Clean-up services will be contracted out to a waste management company. They will provide one garbage and one recycling container and come do a site clean-up on the Saturday evening.

We would like to look at waste management opportunities with RMOW for the celebration space.

Business Licences:
Business Licenses from RMOW will be obtained for the following area/activities:

- Massage services
- Food & Beverage services
- Merchandise sales services

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Parking:
While Lot 1,2,3 and 5 will remain open to the public the only access will be via Lorimer road which will create congestion. We will have a volunteer positioned at Lot 5 to ensure that only people with access to our 50 reserve spots will access them.

Together with Whistler Blackcomb, we will need to find a way to effectively manage congestion in the parking lots.

Vendor Suppliers 2014:
Tents: Apex
Portable Wash-rooms: Carney's
Security: CSC
Radios: BC Communication
Fencing: Moduloc
Waste Management: Carney's
AV: TBD [Waiting on quotes]
DJ: TBD

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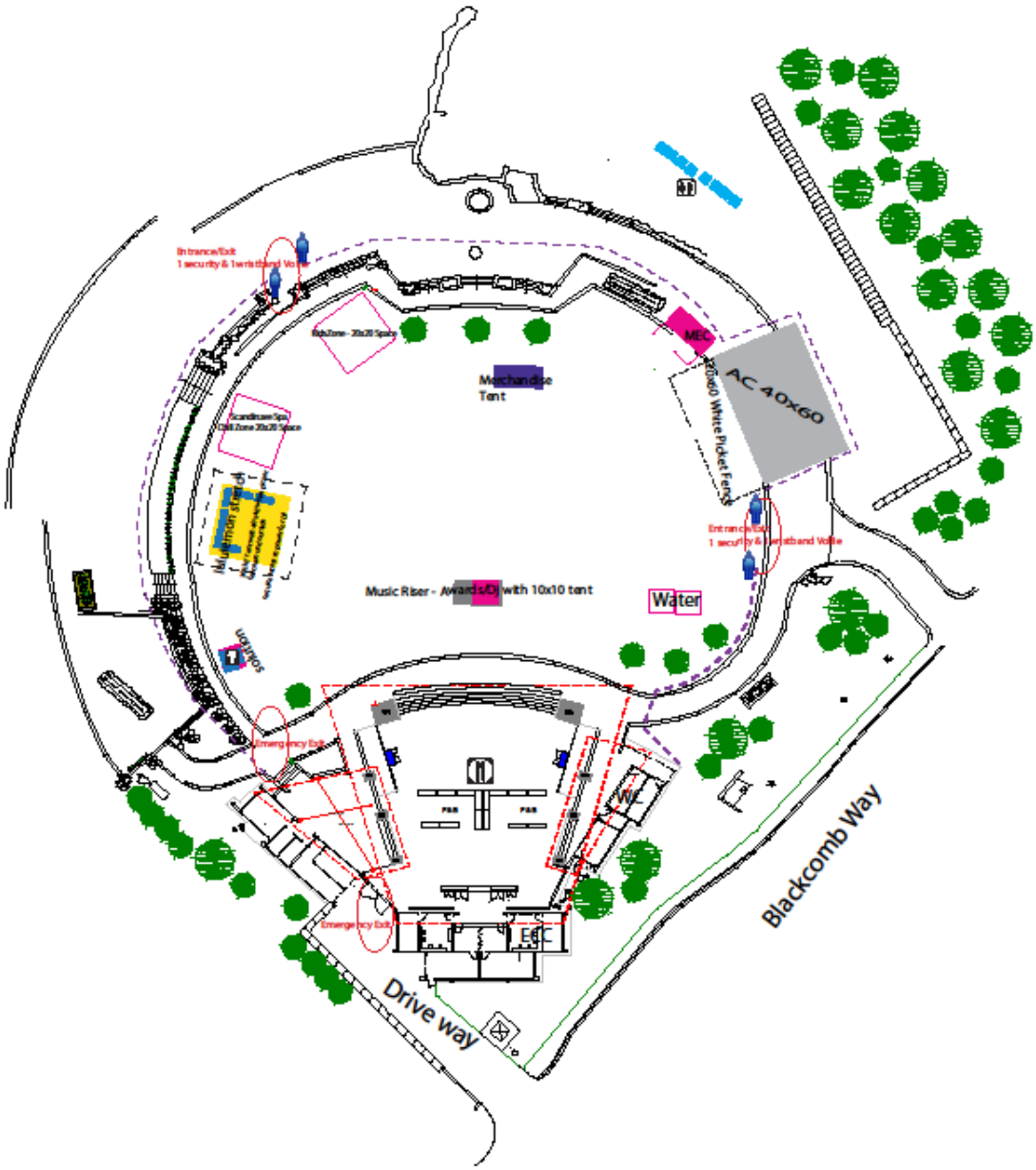
RBC GranFondo Whistler
September 6, 2014
Hours of Operation: 10:00am - 4:00pm

CELEBRATION PLAZA LAYOUT
VERSION 1.0 - May 30, 2014



WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-092
FROM:	Corporate and Community Services	**FILE:**	2014
SUBJECT:	Community Works Fund Agreement		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council authorize the Mayor and Corporate Officer to enter into the Community Works Fund Agreement 2014-2024.

REFERENCES

Appendix A - 2014-2024 Community Works Fund Agreement.

PURPOSE OF REPORT

The purpose of this report is to advise Council of the renewed gas tax agreement with UBCM. This agreement will replace our current 2005-2015 Community Works Fund Agreement.

DISCUSSION

The UBCM representing local governments in British Columbia has entered into a renewed Agreement with Canada and British Columbia to transfer a portion of federal gas tax funds to local governments through the Community Works Fund.

The Community Works Fund will continue to provide dedicated long-term predictable federal funding to local governments for investments in capital and capacity building projects. Local governments will continue to make a local choice on which eligible projects to fund through this program.

Since 2005 the Community Works Fund has assisted the Resort Municipality of Whistler with a variety of projects and is currently being used toward the funding of the debt associated with the Solid Waste Transfer Station.

This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the parties agree to renew it.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Finance	The cost of maintaining the resort community is shared	Funding can be used for a variety of relevant expenditures of the municipality. Funding is sourced from a broad tax base that is equitably shared with local government
	Senior levels of government recognize the value of the resort community and support its success	Federal and Provincial governments are committing to multiyear funding agreements.

OTHER POLICY CONSIDERATIONS

There are no other policy considerations

BUDGET CONSIDERATIONS

In the first year of this Community Works Fund Agreement the Resort Municipality of Whistler will receive $444,687. In 2013 the amount received was $298,419. The new CWF allocation will be based on the 2011 Canada Census population and will be adjusted by new incorporations and boundary adjustments, plus a $50,000 funding floor. This allocation and funding floor is expected to increase in year 3 and in year 5 due to an increase in the federal Gas Tax Fund transfer resulting from indexing.

COMMUNITY ENGAGEMENT AND CONSULTATION

The renewal agreement is being presented to Council at a public meeting.

SUMMARY

Since 2005 the RMOW has been the recipient of federal gas tax revenue through the Community Works Fund Agreement and UBCM. The agreement is being renewed for the period of 2014 to 2024 and will replace the current one. A Council resolution is required to enter into the new agreement.

Respectfully submitted,

Anna Lamb
Manager of Financial Services
for
Norm McPhail
GENERAL MANAGER CORPORATE AND COMMUNITY SERVICES

2014-2024 COMMUNITY WORKS FUND AGREEMENT

under the

ADMINISTRATIVE AGREEMENT ON THE FEDERAL GAS TAX FUND IN BRITISH COLUMBIA

This Agreement made as of _____, 201__,

BETWEEN:

Resort Municipality of Whistler (the Local Government)

AND

The **UNION OF BRITISH COLUMBIA MUNICIPALITIES** (UBCM) as continued by section 2 of the *Union of British Columbia Municipalities Act* RSBC *2006, c.1*, as represented by the President

WHEREAS:

A. Canada, British Columbia and UBCM wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;
B. Canada, British Columbia and UBCM have entered into the Agreement setting out the roles and responsibilities of the Parties for the administration of the Federal Gas Tax Fund (GTF) in British Columbia;
C. The Agreement provides for delivery of funding that may be received by UBCM from Canada, including interest thereon, through three programs, one of which is Community Works Fund;
D. The Agreement sets out the purpose, terms and conditions of the Community Works Fund, and requires that in order to receive Community Works Fund funding, a Local Government must sign a Funding Agreement with UBCM;

NOW THEREFORE, in consideration of the mutual promises herein, UBCM and the Local Government agree as follows:

1. PURPOSE

The purpose of this Community Works Fund Agreement is to set out the roles and responsibilities of the Local Government and UBCM related to any Community Works Fund funds that may be delivered to the Local Government by UBCM:

2. SCHEDULES

The following Schedules, originating in whole or part from the Agreement, are attached to and form part of this Community Works Fund Agreement:

Schedule A - Definitions
Schedule B - Eligible Project Categories
Schedule C - Eligible and Ineligible Expenditures

Schedule D - Reporting and Audits
Schedule E - Communications Protocol

3. ROLE OF UBCM

3.1 UBCM has, pursuant to the Agreement, agreed with Canada and British Columbia to:

A. receive GTF funding from Canada and allocate funds so received from Canada pursuant to the Agreement, including allocating Community Works Funds to the Local Government to be spent on Eligible Projects and Eligible Expenditures in accordance with the terms and conditions of this Community Works Fund Agreement;

B. report to Canada and British Columbia, including Annual Reports and Outcome Reports, as required by the Agreement; and

C. fulfill other roles and responsibilities as set out in the Agreement.

4. CONTRIBUTION PROVISIONS

4.1 Over the term of this Community Works Fund Agreement, UBCM will pay the Local Government its annual allocation within 30 days of receipt of such funds from Canada.

4.2 Payments under section 4.1 are subject to UBCM receiving sufficient GTF funds from Canada, and Local Government compliance with this Community Works Fund Agreement and any other Funding Agreement under the First Agreement.

4.3 Annual allocation is based on a formula set out in section 3.4 of Annex B of the Agreement. In the first year of this Community Works Fund Agreement, the Local Government will receive $444,687.21 , in two equal instalments which, subject to section 4.2, are expected to be delivered in the month following July 15 and November 15, 2014.

4.4 Annual allocation to the Local Government for all subsequent years under this Community Works Fund Agreement continue to be based on the funding formula set out in the Agreement, but are subject to change by UBCM from the amount set out in section 4.3 due to such circumstances as local government boundary changes and new Local Government incorporations, changes in Census populations and changes in amounts that may be received by UBCM from Canada.

4.5 Timing of payments in subsequent years under this Community Works Fund Agreement to the Local Government by UBCM are subject to change due to any changes in timing of payments to UBCM by Canada.

5. USE OF FUNDS BY LOCAL GOVERNMENT

5.1 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government must be used by the Local Government in accordance with this Community Works Fund Agreement, including specifically Section 6. (Commitments of the Local Government).

5.2 Any GTF funding that may be received by the Local Government and any Unspent Funds, and any interest earned thereon held by the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

6. COMMITMENTS OF THE LOCAL GOVERNMENT

6.1 The Local Government shall:

A. Ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon are expended and used in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).

B. Treat any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon as federal funds with respect to other federal infrastructure programs.

C. Over the term of this Community Works Fund Agreement, ensure that any Unspent Funds and any GTF funding received from UBCM, as well as any interest earned thereon result in incremental spending as measured by the methodology, which will include a Base Amount, approved by the Partnership Committee.

D. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).

E. During the term of this Community Works Fund Agreement work to strengthen Asset Management, in accordance with the Asset Management framework developed by the Partnership Committee.

F. Invest, in a distinct account, GTF funding received from UBCM in advance of paying Eligible Expenditures.

G. With respect to Contracts, award and manage all Contracts in accordance with the Local Government's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.

H. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.

I. Submit a report to UBCM, in a format acceptable to UBCM, by June 1 in each year, which includes:

- GTF transactions of the Local Government for the previous calendar year, in sufficient detail to allow UBCM to produce the Annual Report required by Schedule D (Reporting and Audits);
- a declaration from the Chief Financial Officer that the Local Government has complied with all Funding Agreements between it and UBCM; and

- any other information required by UBCM to fulfill its responsibilities under the Agreement, including, but not limited to project outcomes in relation to anticipated program benefits, expenditures made for tangible capital assets, and progress made towards Asset Management improvements.

J. Allow Canada and UBCM reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of any Unspent Funds and any GTF funding, as well as any interest earned thereon, and all other relevant information and documentation requested by Canada or UBCM or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Community Works Fund Agreement.

K. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

L. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada or UBCM.

M. Ensure actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, British Columbia, or UBCM and the Local Government, or between Canada, British Columbia, or UBCM and a Third Party.

N. Ensure the Local Government does not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada, British Columbia or UBCM.

O. Ensure that the Local Government will not, at any time, hold the Government of Canada or British Columbia or any of their respective officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada or British Columbia and their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the negligence of an officer, employee, or agent of Canada in the performance of his or her duties.

P. Ensure that the Local Government will not, at any time, hold UBCM or any of its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate UBCM and its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project, except to the extent to which such claims or losses relate to the act of negligence of an officer, employee, or agent of UBCM in the performance of his or her duties.

Q. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.

7. TRANSITION

7.1 As of the effective date of this Community Works Fund Agreement, the First Community Works Fund Agreement is terminated.

7.2 Notwithstanding section 7.1, the Parties agree that prior to its termination, the First Community Works Fund Agreement is amended to add to section 6.2 of that agreement: Schedule A (Eligible Project Categories and Project Examples); Schedule B (Eligible Costs for Eligible Recipients) and Schedule E (Reporting and Audit).

7.3 Notwithstanding section 7.1, the Parties agree that the survival rights and obligations in Section 6.2 of the First Community Works Fund Agreement (including those added to that section by virtue of Section 7.2), and any other section of the First Community Works Fund Agreement that is required to give effect to that survival section, will continue to apply beyond the termination of the First Community Works Fund Agreement subject to the following:

A. Regardless of any wording in the First Community Works Fund Agreement with another effect, Unspent Funds, including interest earned thereon, will, as of the effective date of this Community Works Fund Agreement, be subject to this Community Works Fund Agreement;

B. Unspent Funds that fall within the reporting period of the 2013 Annual Expenditure Report (as defined in the First Community Works Fund Agreement) will be reported by the Local Government to UBCM in accordance with the First Community Works Fund Agreement;

C. Unspent Funds that fall within the reporting period that includes January 1, 2014 to the effective date of this Community Works Fund Agreement will be reported by the Local Government to UBCM in accordance with this Community Works Fund Agreement;

D. The survival of the reporting obligations under Section 3.2 and section 1.1 of Schedule E (Reporting and Audits) of the First Community Works Fund Agreement extends only until these obligations are fulfilled by the Local Government for the 2013 reporting year, after which, the reporting obligations under Section 6.1(i) and Schedule D of this Community Works Fund Agreement will apply; and

E. Any matters that Section 3.1 (iv) and Schedule G of the First Community Works Fund Agreement would have applied to will be dealt with under Section 6.1(d) and Schedule E (Communications Protocol) of this Community Works Fund Agreement.

8. TERM

This Community Works Fund Agreement will be effective as of April 1, 2014 and will be in effect until March 31, 2024 unless the Parties agree to renew it. In the event where this Community Works Fund Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects or other expenditures authorized by this Community Works Fund Agreement as of March 31, 2024 will nevertheless continue to be subject to this Community Works Fund Agreement until such time as may be determined by the Parties.

9. SURVIVAL

The rights and obligations, set out in Sections 5.1, 5.2 and 6.1 will survive the expiry or early termination of this Community Works Fund Agreement and any other section which is required to give effect to the termination or to its consequences shall survive the termination or early termination of this Community Works Fund Agreement.

10. AMENDMENT

The Local Government acknowledges that the Agreement may from time to time be amended by agreement of Canada, British Columbia and UBCM and if and whenever such amendments to the Agreement are made, the Local Government agrees that UBCM may require this Community Works Fund Agreement to be amended to reflect, at the sole discretion of UBCM, the amendments made to the Agreement. Where UBCM requires this Community Works Fund Agreement to be so amended, it will provide to the Local Government notice in writing of the amendments it requires. Such amendments shall from part of this Community Works Fund Agreement and be binding on the Local Government and UBCM thirty (30) days after such notice, unless before then the Local Government elects in writing to give written notice of termination of this Community Works Fund Agreement to UBCM.

11. WAIVER

No provision of this Community Works Fund Agreement shall be deemed to be waived by UBCM, unless waived in writing with express reference to the waived provisions and no excusing, condoning or earlier waiver of any default by the Local Government shall be operative as a waiver, or in any way limit the rights and remedies of UBCM or Canada.

12. NO ASSIGNMENT

This Community Works Fund Agreement is not assignable by the Local Government and the Local Government shall not assign, pledge, or otherwise transfer any entitlement to allocation of funds under this Community Works Fund Agreement to any person and shall upon receipt of any allocation of funds hereunder pay and expend such funds thereafter only in accordance with the terms of this Community Works Fund Agreement.

13. NOTICE

Any notice, information or document provided for under this Community Works Fund Agreement must be in writing and will be effectively given if delivered or sent by mail, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.

Any notice to UBCM will be addressed to:
Executive Director
525 Government Street
Victoria, British Columbia
V8V 0A8
Facsimile: 250 356-5119
Email: ubcm@ubcm.ca

Any notice to the Local Government will be addressed to:

The Corporate Officer at the place designated as the Local Government office.

SIGNATURES

This Community Works Fund Agreement has been executed on behalf of the Local Government by those officers indicated below and each person signing the agreement represents and warrants that they are duly authorized and have the legal capacity to execute the agreement.

Resort Municipality of Whistler

Original signed by:

_____

Mayor

_____

Corporate Officer

Signed by Resort Municipality of Whistler on the _____ day of _____, 201__.

UNION OF BC MUNICIPALITIES

Original signed by:

_____

Corporate Officer

_____

General Manager, Victoria Operations

The Community Works Fund Agreement have been executed by UBCM on the _____ day of _____, 201__.

Schedule A – Definitions

"Agreement" means the Administrative Agreement on the Federal Gas Tax Fund in British Columbia.

"**Annual Report**" means the duly completed annual report to be prepared and delivered by UBCM to Canada and British Columbia, as described in Schedule D (Reporting and Audits).

"**Asset Management" (AM)** includes planning processes, approaches or plans that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits and manage risk. AM is further described in Schedule F (Asset Management) of the Agreement, and can include:

- an inventory of assets;
- the condition of assets;
- level of service;
- risk assessment;
- a cost analysis;
- community priority setting;
- long-term financial planning.

"Base Amount" means an amount established over a time-period, reflecting non-federal investments in Infrastructure and against which GTF investments will be measured to ensure that GTF investments are incremental.

"Chief Financial Officer" means in the case of a municipality, the officer assigned financial administration responsibility under S. 149 of the *Community Charter,* and in the case of a Regional District, the officer assigned financial administration responsibility under S. 199 of the *Local Government Act,* R.S.B.C. 1996, c.323.

"Communications Protocol" means the protocol by which all communications activities related to GTF funding will be delivered as described in Schedule E (Communications Protocol).

"Community Works Fund" means the fund provided from the Federal gas tax revenues to be dispersed to local governments based on a percentage of the per capita allocation for local spending priorities in accordance with the terms and conditions set out in the Agreement.

"Community Works Fund Agreement" means this Agreement made between UBCM and Local Government.

"Contract" means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

"**Eligible Expenditures**" means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

"**Eligible Projects**" means projects as described in Schedule B (Eligible Project Categories).

"First Agreement" means the agreement for the transfer of federal gas tax revenues entered into on September 19, 2005 by the Government of Canada, British Columbia and UBCM, with an expiry date of March 31, 2019, as amended.

"First Community Works Fund Agreement" means the agreement entered between UBCM and Local Government in order to administer the Community Works Fund under the First Agreement.

"Funding Agreement" means an agreement between UBCM and an Ultimate Recipient setting out the terms and conditions of the GTF funding to be provided to the Ultimate Recipient as entered under the First Agreement or the Agreement.

"GTF" means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

"**Ineligible Expenditures**" means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

"**Infrastructure**" means municipal or regional, publicly or privately owned tangible capital assets in British Columbia primarily for public use or benefit.

"**Local Government**" means a municipality as defined in the *Community Charter* [SBC 2003] Chapter 26, a regional district as defined in the *Local Government Act* [RSBC 1996] Chapter 323, and the City of Vancouver as continued under the *Vancouver Charter* [SBC 1953] Chapter 55.

"**Outcomes Report**" means the report to be delivered by March 31, 2018 and again by March 31, 2023 by UBCM to Canada and British Columbia which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting and Audits).

"Partnership Committee" means the Committee required to be established by the Agreement to govern the implementation of the Agreement and further described in Annex C of the Agreement.

"**Party**" means Canada, British Columbia or UBCM when referred to individually and collectively referred to as "Parties".

"**Third Party**" means any person or legal entity, other than Canada, British Columbia, UBCM or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

"**Ultimate Recipient**" means a Local Government.

"Unspent Funds" means Funds (as defined by the First Agreement) that have not been spent towards an Eligible Project (as defined under the First Agreement) prior to the effective date of the Agreement.

O. Cultural infrastructure – infrastructure that supports arts, humanities, and heritage.

P. Tourism infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.

Q. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Eligible Projects also include:

R. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Schedule B – Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

A. Local roads, bridges – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).

B. Highways – highway infrastructure.

C. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.

D. Short-line rail – railway related infrastructure for carriage of passengers or freight.

E. Regional and local airports – airport-related infrastructure (excludes the National Airport System).

F. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.

G. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.

H. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.

I. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.

J. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.

K. Community energy systems – infrastructure that generates or increases the efficient usage of energy.

L. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within Local Governments boundaries, where the redevelopment includes:

- the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
- the construction of Local Government public parks and publicly-owned social housing.

M. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).

N. Recreational infrastructure – recreational facilities or networks.

Schedule C – Eligible and Ineligible Expenditures

1. ELIGIBLE EXPENDITURES

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

A. the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;

B. for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:

-studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
-training directly related to asset management planning; and,
-long-term infrastructure plans.

C. the expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- the arrangement is approved in advance and in writing by UBCM.

1.3 Administration expenses of UBCM related to program delivery and implementation of this Agreement, in accordance with Section 9 (Use and Recording of Funds by UBCM) of Annex B (Terms and Conditions).

2. INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

A. project expenditures incurred before April 1, 2005;

B. project expenditures incurred before April 1, 2014 for the following investment categories:
-highways;
-regional and local airports;
-short-line rail;
-short-sea shipping;
-disaster mitigation;
-broadband connectivity;
-brownfield redevelopment;
-cultural infrastructure;
-tourism infrastructure;
-sport infrastructure; and
-recreational infrastructure.

C. the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;

D. taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;

E. purchase of land or any interest therein, and related costs;

F. legal fees; and

G. routine repair and maintenance costs.

Schedule D –Reporting and Audits

1. REPORTING

Reporting requirements under the GTF will consist of an Annual Report and an Outcomes Report that will be submitted to Canada and British Columbia for review and acceptance. The reporting year is January1st to December 31st.

1.1 ANNUAL REPORT

By September 30th of each year, UBCM will provide to Canada and British Columbia an Annual Report in an electronic format deemed acceptable by Canada consisting of the following in relation to the previous reporting year:

Financial Report Table: The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2014 - 20xx
UBCM		
Opening Balance[371]	$xxx	
Received from Canada	$xxx	$xxx
Interest Earned	$xxx	$xxx
Administrative Cost	($xxx)	($xxx)
Transferred to Ultimate Recipients	($xxx)	($xxx)
Closing Balance of unspent funds	$xxx	
Ultimate Recipients in aggregate		
Opening Balance[372]	$xxx	
Received from UBCM	$xxx	$xxx
Interest Earned	$xxx	$xxx
Spent on Eligible Expenditures	($xxx)	($xxx)
Closing Balance of unspent funds	$xxx	

[371] For the 2014 Annual Report this means the amount reported as unspent by UBCM the 2013 Annual Expenditure Report (as defined under the First Agreement).
[372] For the 2014 Annual Report this means the amount reported as unspent by Eligible Recipients (as defined under the First Agreement) in the 2013 Annual Expenditure Report (as defined under the First Agreement).

Independent Audit or Audit Based Attestation:

UBCM will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by British Columbia and UBCM, as to:

A. the accuracy of the information submitted in the Financial Report Table; and
B. that Funds were expended for the purposes intended.

Project List

UBCM will maintain, and provide to Canada and British Columbia a project list submitted in accordance with the following template.

Annual Report - GTF Project List Template

Project ID	Ultimate Recipient	Project Title	Project Description	Investment category	Total Project Cost	Funds (GTF) Spent	Completed

1.2 OUTCOMES REPORT

By March 31, 2018 and March 31, 2023, UBCM will provide to Canada and British Columbia and make publicly available, an Outcomes Report that will report in aggregate on the degree to which investments are supporting the progress in British Columbia towards achieving the following program benefits:

A. Beneficial impacts on communities of completed Eligible Projects;
B. Enhanced impact of GTF as a predictable source of funding including incremental spending; and
C. Progress made on improving Local Government Asset Management.

The Outcomes Report will present performance data and a narrative on program benefits. The partnership committee will develop and approve a methodology for reporting on performance in respect of each of the program benefits

2. AUDITS

Canada may, at its expense, carry out any audit in relation to the Agreement, and for this purpose, reasonable and timely access to all documentation, records and accounts that are related to the Agreement and the use of GTF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives, will be provided to Canada and its designated representatives by:

- British Columbia and UBCM, as applicable, where these are held by British Columbia, UBCM, or their respective agents or Third Parties; and
- Ultimate Recipients where these are held by the Ultimate Recipient or a Third Party or their respective agents.

Canada may, at its expense, complete a periodic evaluation of the GTF to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the GTF. British Columbia and UBCM will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

Schedule E – Communications Protocol

1. PURPOSE

1.1 The provisions of this Communications Protocol apply to all communications activities related to any GTF funding which may be delivered by Canada, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

1.2 Through collaboration, the Parties agree to work to ensure clarity and consistency in the communications activities meant for the public.

2. JOINT COMMUNICATIONS APPROACH

2.1 The Parties agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.

2.2 The Parties agree that the initial annual joint communications approach will be finalized and approved by the partnership committee within 60 working days following the inaugural meeting of the partnership committee.

2.3 The Parties agree that achievements under the joint communications approach will be reported to the partnership committee once a year, or more frequently as requested by the partnership committee.

2.4 The Parties agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the partnership committee for approval.

3. INFORM CANADA ON ALLOCATION AND INTENDED USE OF GTF FUNDING FOR COMMUNICATIONS PLANNING PURPOSES

3.1 UBCM agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. The Parties will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

> Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Project; and anticipated start date.

3.2 The Parties agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada. This information will only be used for communications planning purposes and not for program reporting purposes.

3.3 The Parties agree that the joint communications approach will define a mechanism to ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements for Eligible Projects.

4. PROJECT SIGNAGE

4.1 The Parties and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.

4.2 At Canada's request, Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.

4.3 Where British Columbia, UBCM or an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

4.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

4.5 British Columbia or UBCM agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

5. MEDIA EVENTS AND ANNOUNCEMENTS FOR ELIGIBLE PROJECTS

5.1 The Parties agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.

5.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

5.3 A Party or an Ultimate Recipient may request a media event.

5.4 Media events related to Eligible Projects will not occur without the prior knowledge and agreement of the Parties and the Ultimate Recipient.

5.5 The Party or Ultimate Recipient requesting a media event will provide at least 15 working days' notice to the other Parties or Ultimate Recipient of their intention to undertake such an event. The event will take place at a mutually agreed date and location. The Parties and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. The Parties will each designate their own representative.

5.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm.

5.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Parties.

5.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

6. PROGRAM COMMUNICATIONS

6.1 The Parties and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.

6.2 The Party or Ultimate Recipient undertaking these activities will provide the opportunity for the other Parties and Ultimate Recipient to participate, where appropriate, and will recognize the funding of all contributors.

6.3 The Parties agree that they will not unreasonably restrict the other Parties or Ultimate Recipient from using, for their own purposes, public communications products related to the GTF prepared by a Party or Ultimate Recipients, or, if web-based, from linking to it.

6.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

7. OPERATIONAL COMMUNICATIONS

7.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

7.2 Canada, British Columbia, UBCM or the Ultimate Recipient will share information promptly with the Parties should significant emerging media or stakeholder issues relating to an Eligible Project arise. The Parties will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

British Columbia and UBCM agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, a Party or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other Parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-093
FROM:	Chief Administrator's Office	**FILE:**	7733.01
SUBJECT:	Municipal Residential Energy Assessment Incentive Program		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the report recommendation be endorsed.

RECOMMENDATION

That Council direct staff to launch the proposed 'Power Down to Save Up' Residential Energy Assessment Rebate program as presented in Report 14-093 and consistent with the project budget detailed in the 2014-2018 Five Year Financial Plan.

REFERENCES

Appendix A – Sample Power Down to Save Up Ad

PURPOSE OF REPORT

The purpose of this report is to gain Council's endorsement of the work undertaken by staff to develop the 'Energy Upgrade Incentive' project included within the 2014-2018 Five Year Financial Plan.

DISCUSSION

Residential buildings in Whistler spend approximately $20 million dollars annually on energy bills. Residential buildings also represent almost a third of the total community energy consumption, and produce more than 12,000 tonnes of GHG emissions each year.

Given these facts, both nationally and locally, residential homes provide a good opportunity for energy and GHG reductions through relatively simple building upgrades and energy-retrofit projects.

> "The housing sector in Canada provides significant potential for the reduction of our nation's energy footprint [while also] delivering many other benefits to Canadians." (NRCan)

Through the 2014-2018 Five Year Financial Plan, Council directed staff to develop an incentive program for Whistler that would be designed to, 'catalyze increased energy efficiency and reduced GHGs from Whistler's inventory of new and existing buildings'. This report summarizes the results of that effort.

Process for Developing the Program

An internal cross-departmental staff advisory group was formed to provide ongoing oversight the program design, development and planned deployment of this program. Led by the Manager of Special Projects, this team included staff from the Planning Department, the Building Department, Infrastructure Services as well as the Director of Finance.

Review of Best Practices

The work to develop this program began with a comprehensive review of existing municipally-operated precedent programs across BC as well as select projects from other Provinces and the United States. This work was compiled by Light House Sustainable Building Centre Society and built upon their recent related work for the Commission for Environmental Cooperation. This study reviewed 41 different energy efficiency and financial incentive programs from 23 different jurisdictions. Select key insights from this research included:

- a strong preference for linking local programs with available senior government or utility incentive programs to expand reach and capitalize on related marketing and outreach messages;
- the effectiveness of free or subsidized energy assessments (rather than providing rebates for a specific technology/upgrade);
- the importance of ensuring adequate up-front market research in program design;
- the effectiveness of aligning with existing federal performance-based energy standards (i.e. Energuide for Homes program);
- the critical importance of ensuring the efficiency of the administrative processes in determining the overall program success

Market Research, Communications and Program Structure

To assist with this second phase of the work, associates from the Whistler Centre for Sustainability (WCS) were retained to develop, test, and refine a detailed Communications Strategy. This development of this Strategy was iteratively integrated with the overall program design and was informed by the lessons learned through precedent projects in other municipalities, leading social marketing theory as well as focus group outreach with representative local homeowners. The resultant Strategy included a strategic review of target audiences based on local home ownership patterns and available energy consumption data; distilled campaign objectives; a proposed marketing mix; a phased, tactical campaign plan; as well as an program evaluation plan.

Building on the results of the aforementioned body of research as well as a thorough review of the emergent rebate programs under development by BC Hydro and Fortis BC, the internal staff advisory team decided to focus further program design to a single strategic target offering – that being providing incentives to reduce the cost of residential energy assessments delivered by licenced CEAs (Certified Energy Advisor). Staff felt that this specific offering:

- leverages the lessons learned by other communities offering similar programs
- was time and resource efficient for both municipal staff and homeowners
- effectively aligns with current and planned home energy rebate offers provided by local utilities (BC Hydro & FortisBC HERO program), and
- responds well to the key market research insights from the local homeowners and relevant stakeholders

To advance this targeted approach, a variety of incentive methods for deploying incentive funds were considered consistent with the principle of (a) keeping the program simple (reduce administrative burden for both homeowners and staff); and (b) concurrently prioritizing a design would be most likely to catalyze incremental energy performance upgrades across the local housing stock.

Conceptual program designs and associated marketing messages were tested and revised based on specific feedback from the facilitated focus group of local homeowners, as well as ongoing discussions with sector and industry professionals. Building on these outcomes as well as the body

of research and findings noted above, a final program design and associated Communications Strategy was developed.

PROPOSED PROGRAM DESIGN

Background

One of the key findings of the focus group was that many homeowners report that it is difficult to know what the best options for their particular home are (which one's will make the most difference, which one's have the best ROI, which one's could benefit from available grants etc…).

To help homeowners understand how their homes could benefit from potential energy upgrades, there is a nationally standardized testing protocol (Energuide for Homes) that was developed by NRCan's Office of Energy Efficiency. The Energuide for Homes program includes a standard testing methodology (including a blower door test), standardized modelling software, a performance-based rating systems, as well as an oversight program for licensing assessment professionals.

Summary of the Incentive Offer

Given these facts, the proposed program design for municipally-based incentives recommended within this report specifically seeks to leverage:

(a) The nationally recognized Energuide for Homes standard
(b) The network of nationally licenced CEAs (Certified Energy Advisors)
(c) BC Hydro and FortisBC's newly launched HERO (Home Energy Rebate Offer)

The following table outlines a summary of the recommended program structure for the Residential Energy Assessment Rebate program (Power Down to Save Up).

	RMOW Incentives	Externally-available Incentives
EXISTING HOMES	• **$250** for Initial Home Energy Assessment with a licensed CEA ○ Also includes a **1 hr** CEA-led coaching session regarding the test results	• HERO program offered by BC Hydro and FortisbC ○ Up to **$1,200** for insulation upgrades ○ Up to **$500** for draftproofing ○ Up to **$800** for ductless heat pump installation ○ Up to **$1,000** for gas water heater upgrades ○ Up to **$300** for EnerChoice fireplace ○ 3 or more upgrades **+ $750** bonus rebate https://www.bchydro.com/powersmart/residential/rebates_savings/home-energy-rebate-offer.html#rebates
	• **$125** for follow-up blower door test with licensed CEA	• Follow up blower door test required for draft proofing and bonus offers noted above

(TABLE CONTINUED ON FOLLOWING PAGE)

	RMOW Incentives	Externally-available Incentives
NEW HOMES	• **$250** for New Home Plan Evaluation with licensed CEA	• BC Hydro New Home Incentive ○ **$2,000** for EGH > 80 points (SFU) ○ **$200** for EGH > 80 points (MFU) • FortisBC new home incentives ○ Up to **$1,000** in high-efficiency natural gas water heaters ○ Up to **$1,000** for condensing boilers ○ **$300** for EnerChoice natural gas fireplace http://fortisbc.com/NaturalGas/Homes/Offers/NewHomeProgram/Pages/default.aspx

For administrative simplicity, within the proposed program design the homeowners will only pay the incremental cost of the Energy Assessment to the CEA. For example, if the current cost for the Home Energy Assessment is $350 (based on the size/complexity of the home), the home owner will only pay the CEA $100. After completing the assessment and associated coaching session, the CEA will submit an application on behalf of the property to the RMOW to claim the associated $250 incentive.

The program will include incentive funding for three different types of Assessment rebates – two for existing homes, and one for the evaluation of a new home plans (see table above for details).

The primary offer ($300 for Initial home energy assessment for existing homes), will also include a 45-60 min coaching session during which time the CEA will sit with the homeowner to discuss the results of the assessment in greater detail and to jointly prepare a one-page draft action plan to help the owner interpret the results and understand their best options for taking next steps. It is worth noting that this coaching session is beyond the scope of the typical process included with a CEA assessment, and reflects the specific input and concerns expressed during the focus group with local homeowners.

Eligibility
The offer is available to any home that is eligible for testing under the federal rules for the Energuide for Homes program – generally this includes all single family homes, duplexes, townhouses and row homes with independent heating systems.

Next Steps
Looking ahead, if supported by Council, staff are prepared to launch the program in the next month to take advantage of the late summer and fall renovation season.

Consistent with the related Communications Strategy, once launched information about the program will be available on the municipal website, via advertising at municipal service desks, newspapers and local home improvement retailers, through social media channels and digital newsletters, as well as directly through local/regional certified energy advisors.

A copy of the draft ad copy/brochure is attached to this report as Appendix A.

WHISTLER 2020 ANALYSIS

The Report Recommendation moves our community toward the following Whistler2020 Descriptions of Success:

W2020 **Strategy**	**TOWARD** **Descriptions of success that resolution moves us toward**	**Comments**
Energy	Residents, businesses and visitors understand energy issues	This program will increase homeowners understanding of their home's unique energy performance levels as well as the understanding the best opportunities for improving their home's performance.
	The energy system is continuously moving towards a state whereby a build-up of emissions and waste into air, land and water is eliminated	The program will make homeowners better able to make informed decisions designed to reduce their energy consumption.
	Whistler's energy system maximizes economic opportunities within the energy sector, and optimizes a balance between increasing energy efficiency and generating new supply	The primary purpose of home energy assessments is to identify the best opportunities for a homeowner to increase the energy efficiency of the unique home.
Built Environment	Building design, construction and operation is characterized by efficiency, durability and flexibility for changing and long-term uses	The primary purpose of home energy assessments is to identify the best opportunities for a homeowner to increase the energy efficiency of the unique home.
	The new and renovated built environment has transitioned towards sustainable management of energy and materials	The primary purpose of home energy assessments is to identify the best opportunities for a homeowner to increase the energy efficiency of the unique home.
	Whistler's green building sector contributes to the local economy	The program creates a fiscal environment that may positively impact the rate of residential energy retrofit projects within Whistler – this is likely to increase economic activity in the related fields of energy management, construction trades and service providers as well as retailers of insulation, HVAC equipment etc…
	Streamlined policies, regulations and programs have helped to efficiently and effectively achieve green development	This program is designed to have a positive impact on energy performance throughout the residential inventory of Whistler
Finance	Financial principles, practices and tools employed by both the public and private sectors encourage behaviour that moves Whistler toward success and sustainability	This program is designed to have a positive impact on energy performance throughout the residential inventory of Whistler

The proposed Report Recommendation does not move our community away from any of the adopted Whistler2020 Descriptions of Success.

OTHER POLICY CONSIDERATIONS

This proposed recommendation is consistent with the GHG and energy performance targets of the Whistler OCP and the Integrated Energy, Air Quality and GHG Management Plan. Further, the proposed program is consistent with the RMOW's commitments under the BC Climate Action Charter and the Partners for Climate Protection Program.

BUDGET CONSIDERATIONS

This proposed program is consistent with the existing funding allocations currently included within the RMOW's 2014-2018 Five Year Financial Plan. The total project costs (over two years) are budgeted to be $100,000, with $40,000 provided through a BC Hydro CEEP Implementation grant (Best Practice Review, Market Research, Communications Strategy),and $60,000 allocated from RMOW reserves.

The proposed program design and deployment will remain entirely within the budget breakdown outlined above. As such, it is anticipated that the proposed program offer will only remain in market until such point as the budgeted funds described above have been fully allocated.

COMMUNITY ENGAGEMENT AND CONSULTATION

In addition to the homeowner focus groups, the project team has hosted regular communication and dialogue with energy management service providers, construction trades and other representatives of the homebuilding and real estate communities.

As noted above, this proposed program has a detailed Communication and Engagement Strategy (produced by WCS) that was developed with the support and collaboration of the RMOW communication team. This Strategy includes a phased timeline for outreach, awareness and engagement by month, medium and responsibility. As currently designed, the program will also leverage social media channels and other digital resources, as well as visual displays at local retailers and the Whistler Public Library. Additional printed information will be produced to support program awareness and participation at key municipal service desks.

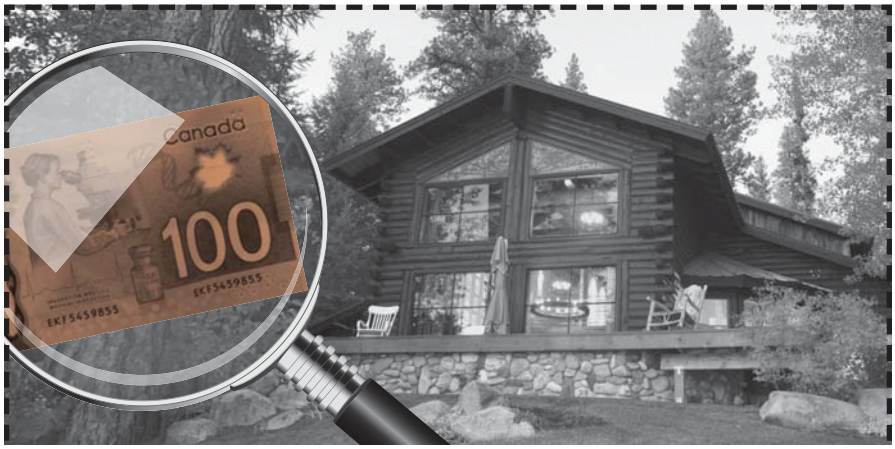
SUMMARY

This report provides an overview the work undertaken by staff to develop the 'Energy Upgrade Incentives' project included within the 2014-2018 Five Year Financial Plan. It further seeks Council's support for launching the proposed program design (Power Down to Save Up: Residential Energy Rebate program) as outlined within the report.

Respectfully submitted,

Ted Battiston
MANAGER OF SPECIAL PROJECTS

for
Mike Furey,
CHIEF ADMINISTRATOR



Power Down to Save Up

Discover how you can **Power Down** to save money with a home energy evaluation!

For a limited time, the **Resort Municipality of Whistler is offering $250 towards a $350-home energy evaluation**, helping you to **save money on your monthly energy bills** and access thousands of dollars in available BC Hydro and FortisBC rebates.

We're even throwing in free professional energy coaching to help you pick the best options for your home… but like the powder on the Peak Chair, this offer won't last long.

Book your energy evaluation **today** and save on your winter energy bills. Visit **whistler.ca/powerdown.**

Resort Municipality of Whistler
whistler.ca/powerdown

WHISTLER

WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-095
FROM:	Infrastructure Services	**FILE:**	558
SUBJECT:	VANCOUVER COASTAL HEALTH – HELIPAD ALTERATIONS REQUIRED FOR PEDESTRIAN CONTROL AND H3 FLIGHT PATH		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Infrastructure Services be endorsed.

RECOMMENDATION

That Council authorize staff to work with Vancouver Coastal Health, to finalize a construction plan for alterations to the sidewalks, streetlights, traffic signals and roadways; and,

And that Council authorize the construction of the final construction plan mentioned in the resolution above; and further,

And that Council authorize the tree removal and other tree modifications required for the H3 flight path outlined in Report No. 14-095.

REFERENCES

Applicant: Vancouver-Coastal Health – Health Care Centre
Location: 4380 Lorimer Road

Appendices:

"A" – Revised Layout – Option 1
"B" – Revised Layout – Option 2
"C" – Revised Layout – Option 3
"D" – Plan of H1 and H3 Flight-path
"E" – Tree Topping Required
"F" – Tree Removal Required
"G" – Combined Topping and Removal Plan

PURPOSE OF REPORT

The works proposed by Vancouver Coastal Health (VCH), to address pedestrian entry into the helicopter danger zone during helicopter landings and take-offs, are primarily on municipal property or public roadways. Also, the flight path needed to accommodate single-engine helicopters conflicts with some trees, and other infrastructure also on municipal land. The consent of Council is requested to allow VCH to proceed with remedial works within these public lands, aimed at addressing pedestrian intrusion into the danger zone, as well as conducting the works required to receive certification for single-engine helicopters.

DISCUSSION

Background

In 2009, Transport Canada (TC) began to more-rigorously apply the requirements for helipad safety at the VCH helipad as set out in various Federal regulations. As a result of TC's requirements, VCH approached staff in November of 2010, requesting that many trees be removed at the day-parking lot area adjacent to the helipad. Council approved the requested tree removal, in order to accommodate a flight-path configuration that would be suitable for twin-engine helicopters.

Through 2011 and the first half of 2012, additional alterations to the helipad and surrounding areas were installed, in order to satisfy the requirements of TC. These improvements consisted of replacing the helipad itself, modifications to the adjacent traffic signals, installation of new helicopter traffic signals, some vegetation removal along Blackcomb Way, and new signage. After these installations were complete, failing grades were still given by TC for vehicle and pedestrian intrusions into the flight path and the area immediately surrounding the helipad, known as the "danger zone". After some initial poor performances, the vehicle intrusion episodes appear to be adequately addressed, with very few observed violations of the flight-path area by motorists. The pedestrian intrusions into the flight path and the danger zone have continued.

In order to address the pedestrian intrusions, and avoid another closure of the helipad, VCH organized an approach that had staff go out to the various pedestrian trails within the flight-path and danger zone, and manually stop pedestrian traffic. With RMOW staff assistance, that approach has been successful, but TC has directed that this manual approach can be temporary only. TC has directed VCH that the sidewalks within the danger zone are not compatible with the helipad and they must be removed.

Project Description – Pedestrian

Staff have been in consultation with VCH and their consultants, with a goal to develop plans that will satisfy the requirements of TC, and minimize the inconvenience to visitors to, and residents of, our resort-community. Three potential layout options have been identified, and the plans are appended to this report (Appendices 'A' through 'C') All three of these layouts have the following common elements:

- The sidewalks immediately adjacent to the helipad are removed and landscaped
- Two cross-walks at the adjacent intersection are removed
- The trail on top of the berm across the street has been removed and landscaped
- The above trail is reconstructed below the crest of the berm, within the parking area
- A new pedestrian cross-walk is installed on Lorimer Road
- Additional way-finding is identified

Staff have not yet decided upon a preferred configuration. The three layouts proposed are very similar in nature but for a few variations. Due to their similar nature, and the ongoing staff review that is underway, Council is being asked to endorse the general concept of a plan that contains the elements listed above, with the details to be sorted out by staff in the coming weeks, followed by construction.

Project Description – H3 Flight-path

As mentioned earlier in this report, the installations that took place in 2011/2012 were designed by VCH to accommodate twin-engine helicopters, like those used by BC Air Ambulance. With the imminent resolution to the ongoing pedestrian intrusion matter at hand, VCH now wishes to also proceed with the work necessary to accommodate single-engine helicopters.

The single-engine helicopters require an H3 flight-path that is along the same horizontal alignment as the existing flight path (see Appendix 'D'), but it is at a much shallower gradient. Given this shallower slope, the new H3 flight-path will intersect some existing lighting and traffic signal infrastructure immediately adjacent to the helipad, with numerous trees in the day-skier parking area also penetrating this new less-steep flight-path. Modifications to the lighting and signal infrastructure are fairly straight-forward, largely involving shortening the poles. The trees are not as straight-forward.

VCH has constructed a 3-dimensional model that was used to determine the extent of penetration of any tree through the proposed flight-path. Supplemented with detailed survey information for each tree, the extent of penetration for each tree was determined. Based upon that information, staff have concluded that the scope of the tree modifications required for the H3 flight-path is as shown in Appendix 'E' through 'G'. In summary, the following tree modifications are proposed by VCH:

Tree Removals 17

Tree Topping 42

Project Schedule

Transport Canada has allowed the helipad to continue to operate with the manual control of pedestrians. This permission expires on September 30th. Although TC has not yet said that they will extend the deadline to permit a realistic construction period, staff are of the view that if sufficient progress is being made toward the final configuration, TC would likely be receptive to a modest extension beyond September 30th for completion of the works.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Health & Social	Community members and visitors maintain and improve their physical, mental, spiritual and social health through prevention and treatment services provided by the Partners	This approval will allow the Helipad to remain open, and will expand its use to single-engine helicopters

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
Transportation	The convenience and seamlessness of the alternative transportation system to, from, and within Whistler, ensures usage rates continue to rise.	Although I do not believe the elimination of these sidewalks will cause people to jump back into their cars, it does represent a degradation of pedestrian convenience in this area. Every effort is being made to ameliorate the impacts with origin-destination planning, landscaping, and way-finding.

BUDGET CONSIDERATIONS

Vancouver Coastal Health has arranged the funding for this work, and VCH will be managing the works as well. VCH wishes to acknowledge the assistance of the Sea-To-Sky Regional Hospital

District for their contribution of 40% towards the cost of the final helipad works, not including the upgrades required for H3, which are 100% funded by VCH.

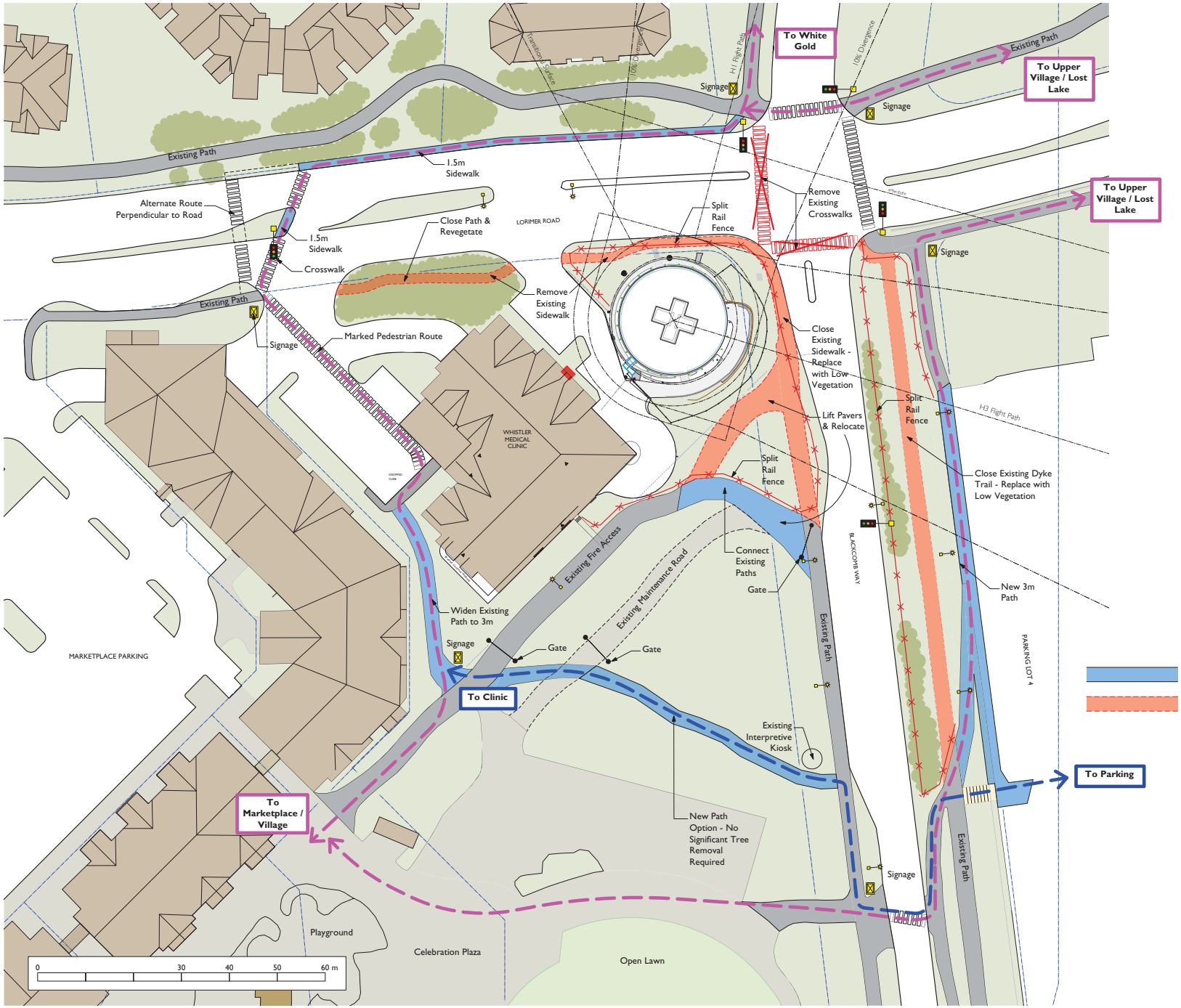
SUMMARY

In order to keep the helipad at the Whistler Healthcare Centre open, Vancouver Coastal Health must make alterations to the area immediately surrounding the helipad consisting of sidewalk and cross-walk removals and relocations, hard and soft landscaping, crosswalk installations, changes to streetlights and traffic signals. Also, VCH wishes to upgrade the certification for the helipad to allow for single-engine helicopters. In order to accommodate the shallower flight-path needed, modifications to adjacent roadway infrastructure are required, as well as a significant tree removal/topping program in the day-parking lot area. All of these activities are on lands owned or controlled by the RMOW therefore Vancouver Coastal Health requests Council's consent to conduct these works on public lands.

Respectfully submitted,

Joe Paul
GENERAL MANAGER OF INFRASTRUCTURE SERVICES

APPENDIX A



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PROJECT

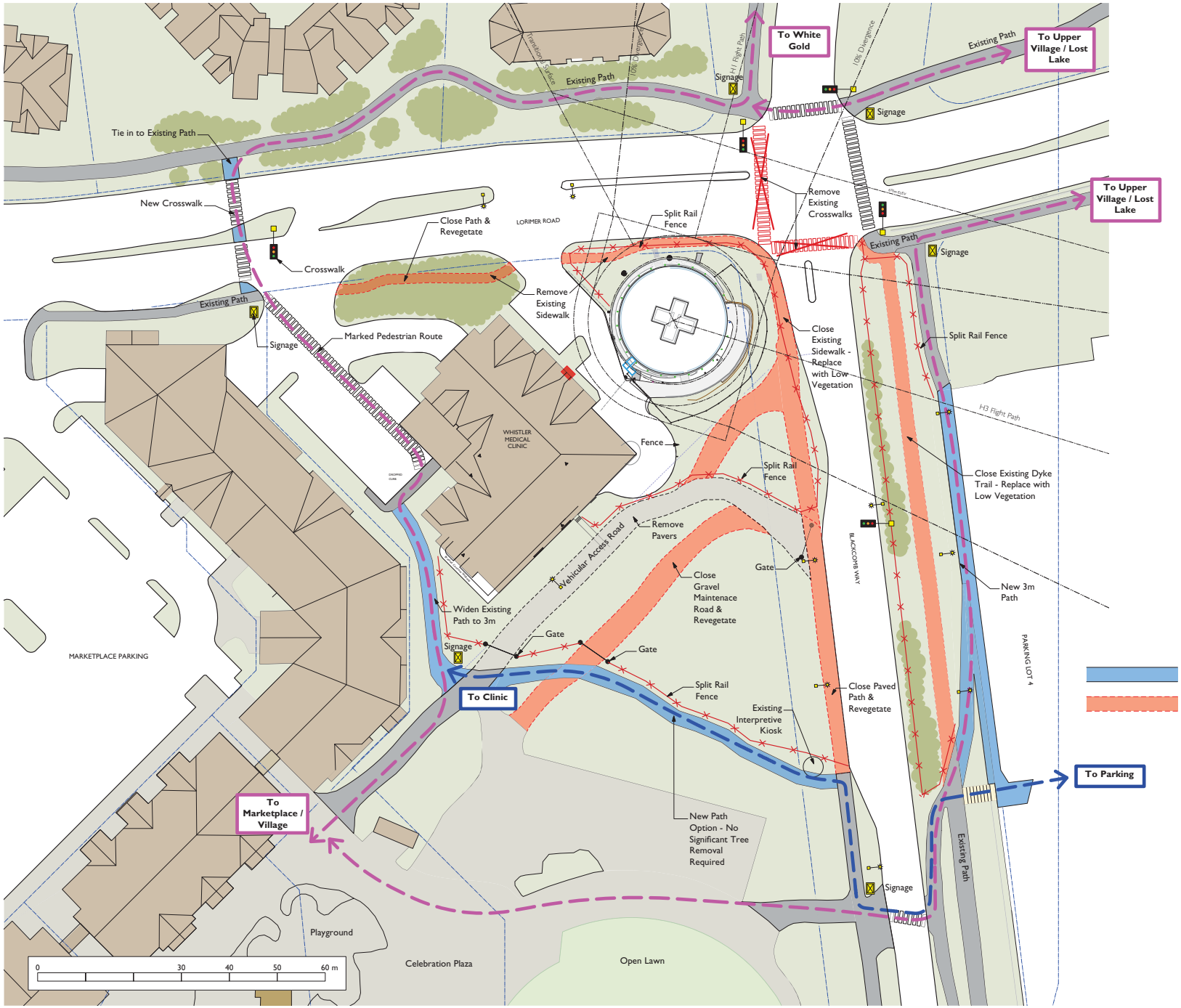
Whistler Heli-port

DRAWING TITLE

Option - A

DATE	June 4, 2014	SCALE	1:350
PROJECT #	779	ITEM	
REVISION #	0	SHEET	L2-A

APPENDX B



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PROJECT

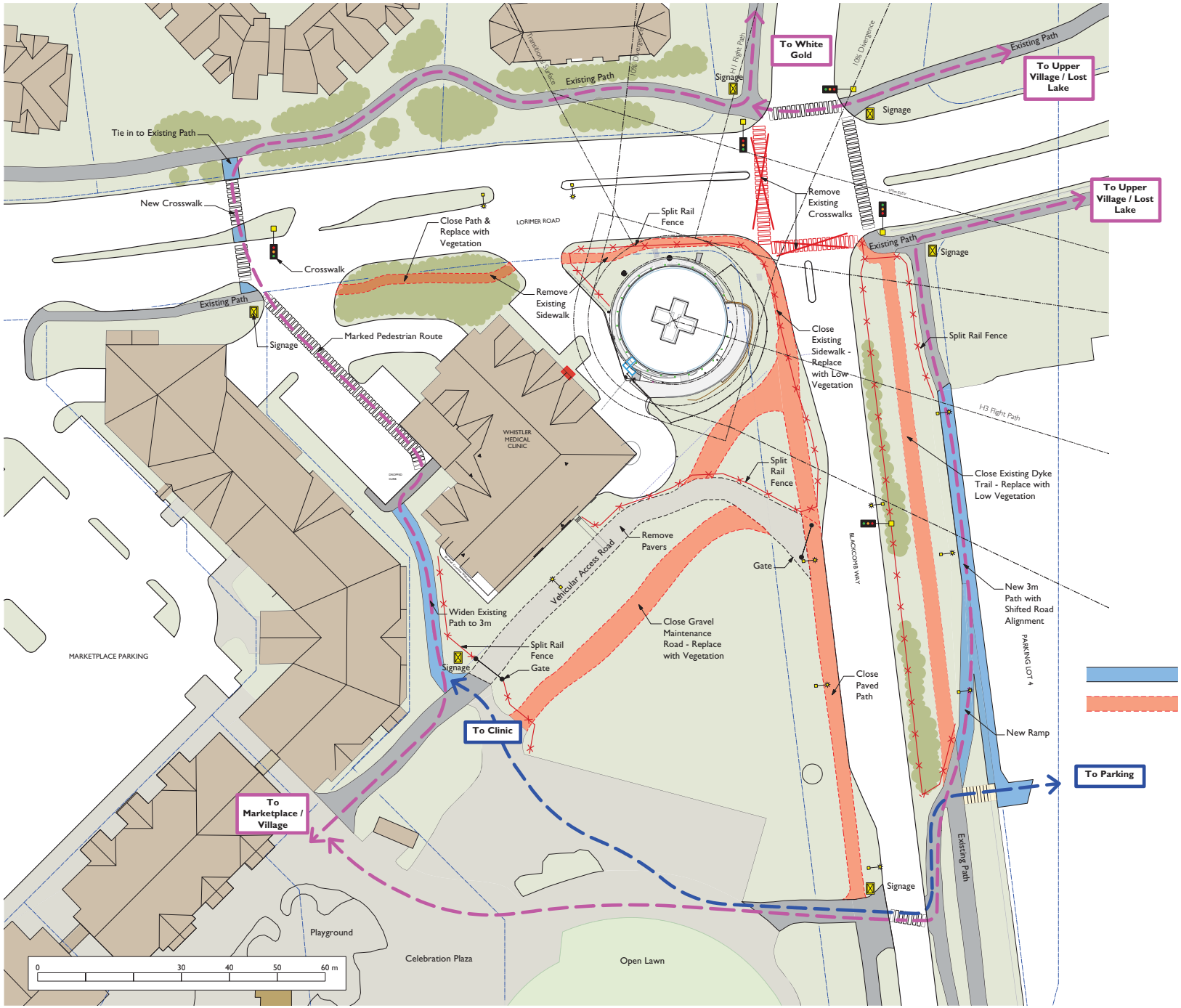
Whistler Heli-port

DRAWING TITLE

Option - B

DATE	June 4, 2014	SCALE	1:350
PROJECT #	779	ITEM	
REVISION #	0	SHEET	L2-B

APPENDIX C



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PROJECT

Whistler Heli-port

DRAWING TITLE

Option - C

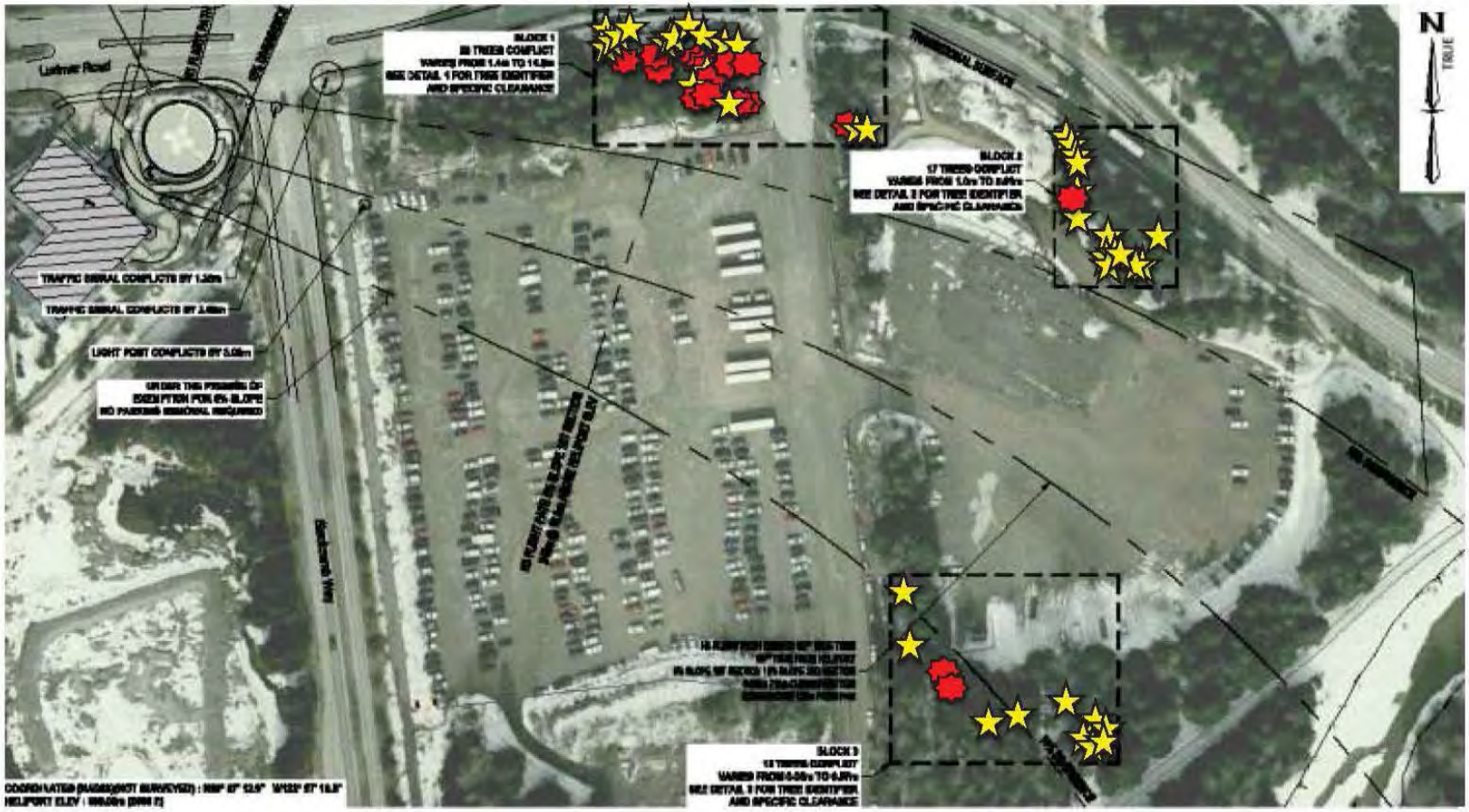
DATE	June 4, 2014	SCALE	1:350
PROJECT #	779	ITEM	
REVISION #	0	SHEET	L2-C

Option 1

Tree Topping

Tree Removal

Combined Topping and Removal



WHISTLER

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-096
FROM:	Corporate and Community Services	**FILE:**	4800
SUBJECT:	RESPONSE TO EMERGENCY INCIDENTS OUTSIDE THE JURISDICTION OF THE RESORT MUNICIPALITY OF WHISTLER		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council authorize the Whistler Fire Rescue Services to continue to respond to emergency incidents outside the jurisdiction of the Resort Municipality of Whistler; and further,

That Council authorize the RMOW to engage in discussions with the SLRD on fire response in areas bordering the RMOW.

REFERENCES

Appendix A - EMBC Road and Medical Rescue Policy

Appendix B - Inter-Agency Working Group Report – Reimbursement rates

Appendix C - Wildfire Suppression Agreement with Local Governments

Appendix D - Sea to Sky Mutual Aid Agreements

Appendix E – MIA – Fire Department Coverage

PURPOSE OF REPORT

The purpose of this report is to review and update the conditions under which the Whistler Fire Rescue Service responds to emergency incidents outside the jurisdiction of the Resort Municipality of Whistler.

DISCUSSION

In 2001 Council authorized the Whistler Fire Rescue Service (WFRS) to respond to emergency incidents outside of municipal boundaries. This provided the required authority for the WFRS to be a recognized service provider under the Emergency Management BC Road and Medical Rescue Policy and receive reimbursement and liability coverage for responders. The Municipal Insurance Association and Worksafe BC continue to provide liability coverage to the RMOW for out of jurisdiction responses. The Road and Medical Rescue Policy provides for out of jurisdiction response to motor vehicle incidents; medical rescues where no Search and Rescue service is available or does not have the required training and equipment; and fire suppression for the purposes of rescuing entrapped persons. This policy does not provide coverage for First Medical

Responder calls, which is the responsibility of BC Ambulance Service, nor for the response to fire or hazardous materials incidents beyond the rescue of entrapped persons.

The Ministry of Forest, Land and Natural Resources Operations also maintains fire suppression agreements with local governments. It is understood that the fire department is responsible for fire suppression action on all fires within its legislated fire protection jurisdiction.

Where wildfire threatens forest or other wildland values, the Wildfire Management Branch (WMB), has a responsibility to ensure that appropriate fire suppression takes place, regardless of ownership or land status. Suppression efforts undertaken by the WMB and costs associated with those efforts will be the responsibility of the WMB, on behalf of the province. Fire departments will be responsible for their own costs which they incur in suppressing fires within their jurisdiction.

Where Provincial Crown lands exist within a fire department's boundaries, and wildfire occurs and the fire department takes action, the fire department is entitled to compensation from the province, provided that the action was approved by the appropriate Fire Centre. Similarly, where a fire department, takes pre-approved wildfire suppression action on a wildfire outside its jurisdiction, in areas where there is no local fire department protection, the fire department is entitled to compensation.

The RMOW has Mutual Aid Agreements with the Squamish Lillooet Regional District (SLRD) for Garibaldi Fire Department, Pemberton Fire Rescue Service and the Squamish Fire Rescue Service. Under the terms of these agreements each service is required to maintain firefighting equipment and personnel. Each service maintains primary responsibility for providing fire rescue service in their respective response areas. Upon a request for mutual aid it is at the sole discretion of the providing party to determine available resources and the right to recall those resources at any time. These agreements are mutually beneficial and are at no cost to either party.

Historically the Whistler Fire Rescue Service has provided response to motor vehicle incidents, car fires and wildfires outside of our jurisdiction, from the Salt Sheds in the South to Green River Crossing in the North. On average these responses remain less than 24 incidents per year, with the majority of costs being reimbursable under existing agreements. We have responded to two mutual aid requests from the Garibaldi Fire Department for structural fire suppression. We do not respond to out of jurisdiction First Medical Responder calls.

At the time of the 2001 Council Resolution authorizing response outside of jurisdiction there was no residential or commercial development occurring outside of a recognized Fire Protection District that would require a structural firefighting response. Developments have occurred and continue to occur on the SLRD lands bordering RMOW. These developments do not fall under the protection of a fire service. Should a structural fire occur in these areas we would be covered under existing agreements if there is confirmation that someone is entrapped and requires rescue, or if the structural fire moves into the surrounding forest and becomes a wildfire. While it is not the responsibility of the RMOW to supress structural fires in the SLRD it may be in the greater interest of the RMOW to ensure that a landscape level wildfire event does not enter our community. In the case of a structural fire in Wedge Woods, this may entail providing a defensive fire attack that keeps the structural fire from igniting adjacent forested lands.

Emergency response services to the SLRD areas of Wedge Woods and Callaghan Olympic Park could be provided under a fee for service agreement based on the rates as outlined in the Interagency Working Group Report. The available resources to respond would be determined on a case by case basis ensuring that sufficient resources remain in the RMOW boundaries.

A full Fire Service Agreement, which may provide suppression, inspection and public education services, would require a more comprehensive approach and are typically determined on a ratio of assessed value to percent of fire service budget.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Health and Social	The Resort Community is safe for both visitors and residents, and is prepared for potentially unavoidable emergency events	Managing risk on our boundaries protects the community from a potential landscape level fire event
Partnerships	Partners work together to achieve mutual benefit	RMOW to engage SLRD and Legacies Society on fire services agreement

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
none		

OTHER POLICY CONSIDERATIONS

BUDGET CONSIDERATIONS

No additional resources are required to provide existing services for out of jurisdiction emergency responses.

COMMUNITY ENGAGEMENT AND CONSULTATION

The SLRD has been advised of the RMOW's concern over the lack of fire protection and our desire to meet to discuss a possible resolution.

SUMMARY

The RMOW should continue to engage the SLRD in discussions on a Fire Service Agreement for unprotected areas of the SLRD that border on RMOW boundaries. In the interim the WFRS should continue to respond to events outside our jurisdiction under the current agreements. Emergency events that fall outside of existing agreements should be evaluated on a case by case basis and a determination made as to what actions are appropriate to protect the interests of the RMOW.

Respectfully submitted,

Sheila Kirkwood
Fire Chief
for
Norm McPhail
GM of Community and Corporate Services

Emergency ManagementBC

POLICY

2014 July 04

ROAD and MEDICAL RESCUE

GENERAL

The Policy describes the support provided by Emergency Management BC (EMBC) to all service providers that are recognized pursuant to this policy. Reimbursement under this policy will only be considered for the delivery of services that fall within the definition of Out of Jurisdiction Response, and applies to all Road Rescue Service Providers.

This Policy replaces Policy Bulletin 05.01 – Road Rescue Services, Policy Bulletin 05.11 – Reimbursement for Local Government Services, and Policy Bulletin 05.13 – Interim Policy Out of Jurisdiction Response by Fire Departments 'Medical Rescues'. For Out of Jurisdiction Road and Medical Rescue task reimbursement only, this Policy supersedes the Volunteer Reimbursement and Allowance Rates Policy Bulletin.

Related EMBC Policies:

- Repair or Replacement of Lost/Damaged Equipment or Personal Property
- Liability Coverage
- Workers' Compensation Board Coverage
- Workers' Compensation Board Claims
- Task Registration
- Task Report

DEFINITIONS

Fire Suppression Services: The equipment and staff required to protect response personnel and/or subjects where there is an actual or imminent threat to life due to fire. This definition includes response to structures and hazardous materials (hazmat) incidents for the purposes of rescuing entrapped subjects. This definition does not include response efforts beyond the rescue.

Medical Rescue: A Road Rescue Service Provider or Fire Department response to assist BC Emergency Health Services (operating the BC Ambulance Service, or BCAS) where there is an actual or imminent threat to life and BCAS requires assistance in accessing and moving injured subject(s) to a safe location. Such action can include treating the subject at site. This applies only where no EMBC recognized Search and Rescue (SAR) group is available to respond within a reasonable time frame and/or does not have the specific training and equipment required. The Road Rescue Service Provider or Fire Department must have the specialized rescue skills and equipment required for the response. This definition does not apply to Emergency Medical Assistant (EMA) First Responder assistance to BCAS.

Out of Jurisdiction Response: The service provided is outside the established municipal and/or fire protection area and is not covered under a contract, mutual aid agreement, automatic aid agreement, or extended service by-law. This definition applies to organizations that operate without a defined jurisdictional boundary (e.g. road rescue societies not affiliated with a fire department and search and rescue societies).

Police: The term “police” refers to the police service responsible for the jurisdiction where the incident occurs. In most situations, it is expected that this will be the Royal Canadian Mounted Police (RCMP).

Road Rescue: Rescue skills that may be called upon in response to a motor vehicle accident including extrication of vehicle occupants and embankment rescue. Water rescue that is required as a direct result of a motor vehicle accident is considered part of the road rescue response, if the Road Rescue Service Provider has the necessary water rescue skills and equipment required. The term Road Rescue is also interpreted to include the use of auto extrication tools and techniques for the release of subjects trapped by other means, such as farm or industrial accidents, train wrecks, or aircraft crashes.

Road Rescue Service Provider (hereafter service provider): An organized fire rescue service or volunteer rescue society whose members maintain an on-going competence through participation in a training and exercise program that meets the intent of the current National Fire Protection Association (NFPA) standards on

operations and training for technical rescue incidents. For references within the standard to hazmat training, EMBC will recognize the hazmat awareness level as adequate for the purposes of this policy. EMBC may at any time require the service provider to produce evidence that this requirement has been satisfied.

All Found Rate: All found rates include all costs associated with a rescue response, with the exception of those items specifically identified in Annex A of this policy. Rates are applicable from the time of response vehicle departure from quarters and continue until return to quarters.

POLICY

Service providers must maintain an on-going competence through participation in a training and exercise program that meets the intent of the current NFPA standards on operations and training for technical rescue incidents and hazmat awareness.

The police and BCAS are the EMBC-recognized tasking agencies for road and medical rescue. The BC Coroner's Service and the Joint Rescue Coordination Centre may request extrication support under this policy.

An EMBC Regional Duty Manager (RDM) may authorize, on the request of the tasking agency, helicopter deployment of a service provider to a remote area. An Air Services Emergency (ASE) number is required.

The following support is available to service providers for the provision of road and medical rescue services when authorized by a task number assigned by the Emergency Coordination Centre (ECC), subject to the conditions set forth in this policy:

- Workers' Compensation Board (WCB) and/or accidental death and dismemberment (AD&D) coverage.
- Exemption from civil liability under the *Emergency Program Act* (EPA) for the responders. Note: the EPA does not provide exemption from civil liability for the organization and/or the local government.
- Reimbursement for eligible expenses defined in this policy.

Service providers and fire departments will only be approved for tasking in medical rescues where no EMBC recognized SAR group is available to respond and/or does not have the specific training and equipment required.

The following activities are not covered under this policy:

- Flagging is only authorized for ensuring the safety of the emergency services personnel involved in the removal of the subject(s). Once the subject(s) are safely extricated, flagging is no longer covered by EMBC.
- Transportation of patients to a medical facility is the responsibility of BCAS and is not covered under the EMBC task number.
- Responders accompanying BCAS in an ambulance. (Note: Task coverage for this situation may be considered by the RDM on a case by case basis).
- EMA First Responder calls.
- Response to fire and hazmat incidents, beyond rescue of entrapped subjects.

Reimbursement rates will conform to:

- The current “Interagency Working Group Report: Reimbursement Rates” between the Office of the Fire Commissioner and the Fire Chiefs Association of British Columbia. The rate used shall be the “All Found Rate” for Rescue Vehicles. This rate applies to all attending vehicles that are deemed eligible under this policy.
- Annex A, for all other equipment.

Reimbursement under this policy covers one rescue vehicle unless otherwise authorized within this policy. This does not prevent the attendance of additional resources, at the expense of the service provider.

Costs associated with provision of Critical Incident Stress Management (CISM) may be supported by EMBC for tasked incidents, as approved by the RDM. Incident response time does not include CISM activities.

CONDITIONS

Fire suppression resources that respond to an incident will only be reimbursed when the response falls under the definition set out in “Fire Suppression Services” in this policy. (Note: this does not prevent the service provider from deploying additional resources, at the expense of the service provider.)

A local authority fire department must be formally established through bylaw, and have appropriate approval to respond outside their jurisdiction as a service provider. Fire departments must maintain liability/insurance coverage.

Service providers who are not local authority fire departments must have comprehensive third party liability insurance. Such coverage must be in place within six months of the enactment of this policy.

Service providers are responsible to ensure adequate insurance coverage is in place for all apparatus and equipment.

Prior to responding under this policy, service providers must be registered with their EMBC regional office.

ANNEX A

REIMBURSEMENT SCHEDULE: ROAD & MEDICAL RESCUE

Vehicles, Equipment, and Consumable Supplies

Consumable Supplies	$80/task (where extrication, embankment, or medical rescue services are rendered)
Vehicle Mileage	All found rate includes the first 150 km round trip. Distances in excess of 150 km round trip will be reimbursed at the current Provincial Government mileage rate.
Watercraft (powered)	See “Volunteer Reimbursement and Allowance Rates Policy Bulletin”.
Watercraft (unpowered)	See “Volunteer Reimbursement and Allowance Rates Policy Bulletin”.
Lost or damaged equipment	See Policy for “Repair or Replacement of Lost/Damaged Equipment or Personal Property”.

Third party contracted services, such as helicopter deployment/recovery, will be reimbursed at actual cost. EMBC pre-authorization is required.

INTER-AGENCY WORKING GROUP REPORT

REIMBURSEMENT RATES

JUNE 28, 2004
REVISED JUNE 17, 2008
REVISED JULY 29, 2010
REVISED – JUNE 2011
REVISED – JULY 2013
REVISED – JULY 2014

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1 INTRODUCTION

The Office of the Fire Commissioner (OFC) review of operations and the Firestorm 2003 Provincial Review identified a need for the province to establish realistic and equitable rental rates for fire apparatus and personnel when responding to a State of Emergency declared by the province. An Inter-Agency Working Group was established and tasked with researching fire service rental rates and developing guidelines for deployment, apparatus rates and specialist position or personnel rates. Members of the Interagency Working Group represented the following organizations:

- Union of British Columbia Municipalities
- Fire Chief's Association of British Columbia
- Province of British Columbia
    - Office of the Fire Commissioner
    - Wildfire Management Branch
    - Emergency Management BC

The Interagency Working Group met on numerous occasions between February and June, 2004 to negotiate and create this document. The rates and terms of deployment were ratified on June 16, 2004 by the key stakeholders included in the list above.

The rates included in this document reflect the reimbursement rates for structural fire department response to a **provincial deployment of fire apparatus** such as during a State of Emergency declared by the Province or a provincial request for resources.

The Ministry of Forests Operating Guideline #1.06.01 (All-Found Reimbursement Rates for Out of Jurisdiction Response) will be reviewed for provincial consistency respecting reimbursement rates for structural fire department response out of jurisdiction. Other components of the Ministry of Forests Operating Guideline will not be affected by this document or agreement.

The reimbursement rates and fee schedules contained within this report are for recognized structural fire department response to a provincial state of emergency or provincial request for resources. Contractors will be reimbursed according to the Government of British Columbia Blue Book rates or by special contractual agreement where the equipment is not specified in the Blue Book.

This is a living document that will be reviewed annually and revised as required.

2 BACKGROUND

During the provincial state of emergency declared between August 2 and September 15, 2003 numerous fire departments assisted the affected communities. The need for clear Operating Guidelines was determined immediately and identified as required information for future provincial fire response by Structural Fire Departments. The reimbursement guidelines suggested in the following sections address issues discussed and agreed to by the Interagency Working Group, with input from their respective organization members and stakeholders.

During the 2003 Provincial State of Emergency, fire departments were reimbursed at rates that were considerably higher than rental rates for comparably valued private sector equipment. Government must be accountable and responsible for all expenditures, including rental rates, during a Provincial State of Emergency.

This document refers to Expense Authority in many of the sections. For the purposes of this document, a Expense Authority is defined as a provincial employee who has been granted the authority to make purchases on the governments' behalf.

3 DEPLOYMENT

Apparatus and personnel deployed by the Province and reimbursed by the Province are considered a provincial resource and any decisions to re-deploy or release from an incident are determined by the Province. Regarding resources under direction of the Province, local governments or site Incident Commanders should consult with OFC representatives prior to any termination of incident or redeployment.

The primary objective of a Structural Fire Department during wildland urban interface fires is considered protection of Priority Zone 1 as defined in FireSmart (10 metre fuel modified area immediately adjacent to structures, otherwise known as defensible space).

While provincial liability and worksafeBC coverage is provided on provincial deployments via the EPA (EMBC task number), it is recommended that departments sending resources contact their respective insurer to ensure there are not any limitations preventing them from assisting in an out of jurisdiction deployment. It is also recommended the departments sending resources check their vehicle insurance policy to ensure they have coverage when travelling to another region.

3.1 Deployment Process

The OFC will maintain a database of fire apparatus that recognized structural fire departments are prepared to make available for provincial deployment. During Provincial Declarations of Emergency or a Provincial request for resources, the OFC will make lists of specific apparatus available for provincial deployment. Apparatus typing according to ICS 420-1 will be confirmed prior to provincial deployment.

Depending on the geographical location of an incident, apparatus transport options such as commercial transport will be mutually determined. Apparatus deployed by the Province may be required to report to a provincial camp location where mechanical safety inspections, proof of insurance, equipment inventories, Personal Protective Equipment (P.P.E.) inventories and crew briefings may be verified prior to deployment to provincial staging. Each department supplying apparatus for provincial deployment shall provide an equipment checklist for each vehicle. Provincial staging locations will be established, with provincial resources managed by OFC representatives.

3.1.1 Personnel Transport

Personal and department vehicles used to transport personnel will be reimbursed as per the current Provincial Government mileage rate, with prior Expense Authority approval. The province reserves the right to recommend and pay for other economical alternatives for apparatus and crew transport. The province will cover extraordinary costs such as ferry fares and highway tolls (receipts must be provided).

3.1.2 Personal Protective Equipment

Personnel responding to a provincial request for fire resources will report to a pre-designated location with all Personal Protective Equipment. Employers are required to provide all special clothing and maintain it in a good state of repair. The required equipment shall include, but not be limited to:

- Full Turn-Out Gear (Not required for SPU crews)
- Gloves
- Approved Eye Protection
- Approved Respiratory Protection or Dust Mask
- Approved Head Protection
- Coveralls or wildland shirts/pants made of Cotton or Nomex, preferably Nomex
- Minimum 6” high Lace or Zip-up Leather Work Boots
- Flashlight

Safety equipment such as leather gloves and dust masks will be replaced by the province if damaged or worn out during provincial response efforts.

Personal Protective Equipment not in the responder's possession at orientation will be issued by the province when practical, with actual cost deducted from the payment to the department or local government.

3.2 Deployment Periods

The deployment periods discussed in this document are intended for a Provincial Declaration of Emergency or a Provincial request for resources.

On the initial day of deployment, reimbursement will be for actual hours travelled and/or worked. Subsequent days will be reimbursed at a minimum of 12 hours per day or for actual hours worked if greater than twelve hours. Departments returning to their home jurisdiction daily will be reimbursed for actual hours travelled and worked each day.

Deployment periods for long-term emergency events requiring provincial resourcing of apparatus and personnel will be for a minimum of 6 days and a maximum of 14 days. Costs associated with backfilling of **career personnel,** shall be agreed to prior to deployment and with Expense Authority approval. The province will reimburse fire departments for costs associated with crew rotations falling within the 6 to 14 day deployments (including transportation, wages and authorized expenses). Departments choosing to rotate personnel prior to a minimum 6 day deployment period shall do so at their own expense.

3.3 Food and Lodging

The provincial Logistics Section or local EOC may arrange for provision of meals and lodging for responders during Provincial Declarations of Emergency. This will be communicated to responding personnel at Provincial Camp and Staging. Crews are expected to stay in a fire camp during their deployment to wildland urban interface events.

When meals are not explicitly provided by the province, provincial government Group 1 per diem reimbursement rates apply. Where lodging is not explicitly provided by the province, BC government approved accommodation rates apply. In areas where meals and/or accommodation are in excess of provincially approved rates, prior approval by a Provincial spending authority is required. The accommodation rates are available for **lodging only** and do not cover additional costs such as long distance telephone calls, room service, hotel food service meals, liquor or pay-per-view television services.

The province is not responsible for any unauthorized expenses incurred by personnel responding on behalf of the province. Receipts for approved expenses must be provided for reimbursement.

3.4 Record Keeping

Apparatus and personnel deployed by the province may be issued a Staging/Activity Binder that will include forms for record keeping (same rate for travel, staging and active time). Travel time, staging time and active time shall be recorded. Daily records of deployment must be signed off by OFC representatives and shall be provided to Finance and Administration for all personnel and apparatus.

3.5 Post-Deployment Procedures

Apparatus and personnel shall only be released by the Office of the Fire Commissioner or their representatives. Released apparatus and personnel may be subject to a check-out procedure and may be provided with a summary of their deployment to aid record keeping and invoicing.

Any damaged or lost equipment must be reported to OFC representative and a signed list of those items must be obtained prior to departure. This is particularily important for damaged or lost SPU equipment claims made for equipment that is under the care and supervision of their own personnel..

In the case of SPU equipment, substitute items may be provided until actual items are located during demobiliization.

Invoices may be submitted to the province for reimbursement bi-weekly or following provincial deployment.

4 APPARATUS REMUNERATION GUIDELINES

Communities and fire departments providing apparatus requested by the province will be reimbursed by the province according to the following guidelines. Apparatus has been typed according to ICS 420-1 and minimum requirements for equipment and capabilities have been listed (**all capacities are listed in US and Imp Gallons**). Apparatus to be equipped with appropriate appliances, nozzles, spanners, and hand tools to be operationally ready.

Reimbursement rates listed are for All-Found and Bare apparatus. All-Found apparatus includes vehicle, insurance, all minimum required equipment and appliances, minimum personnel (see Sections 4.1 – 4.5), fuel and routine maintenance costs. Bare apparatus rates cover the same basic requirements as All-Found with the exception of personnel.

In some circumstances, bare rates have not been listed due to specialized knowledge required to safely operate the apparatus (i.e. Truck Company). If fuel is not readily available from commercial or retail sources it shall be provided by the province.

For both All-Found and Bare rates, routine maintenance is the responsibility of the supplying department. However, damage as a result of a provincial deployment that is reported to OFC representative prior to departure and release will be reimbursed for by the province with Expense Authority approval.

4.1 Engines[1]

Minimum Requirements	Types			
	Structure Engines		Wildland Engines	
	1	2	3 & CAFS	4
Pump	1000 GPM	500 GPM	120 GPM	50 GPM
	825 IGPM	425 IGPM	100 IGPM	40 IGPM
Water Tank	400 Gal.	400 Gal.	300 Gal.	200 Gal.
	325 IG	325 IG	250 IG	175 IG
Hose 2 ½”	1200 Ft.	1000 Ft.	-	-
Hose 1 ½”	400 Ft.	500 Ft.	1000 Ft.	300 Ft.
Hose 1”	200 Ft.	300 Ft.	800 Ft.	800 Ft.
Ladder	20 Ft. Ext.	20 Ft. Ext.	-	-
Master Stream	500 GPM	-	-	-
Personnel	4 with SCBA	3 with SCBA	3 with SCBA	3 with SCBA
All-Found Rate	$565/hour	$467/hour	$439 /hour	$329/hour
Bare Rate	$294/hour	$262/hour	$237/hour	$132 /hour

*Consumables such as foam will be supplied or reimbursed by the province

4.2 Truck Company

Minimum Requirements	Types	
	1	2
Aerial (Specify Aerial, Platform or Elevated Stream)	75 Ft.	50 Ft.
Elevated Stream*	500 GPM	500 GPM
	425 IGPM	425 IGPM
Ground Ladders	115 Ft. (Total)	115 Ft. (Total)
Personnel	4	4
All-Found Rate	$783/hour	$673/hour

* Elevated Stream capacities are listed in US Gallons

[1] Type 1 and 2 engines are only used in municipal areas.

4.3 Water Tender

Minimum Requirements	Types		
	1	2	3
Pump	300 GPM	120 GPM	50 GPM
	250 IGPM	100 IGPM	40 IGPM
Water Tank	2000 Gal.	1000 Gal.	1000 Gal.
	1600 IG	800 IG	800 IG
Personnel	2	2	2
All-Found Rate	$350/hour	$292/hour	$265/hour
Bare Rate	$213/hour	$160/hour	$130/hour

4.4 Brush Patrol

Minimum Requirements	
Pump	15 GPM
	12 IGPM
Hose 1”	150 Ft.
Tank	75 Gal.
	60 IG
Personnel	2*
All-Found Rate	$209/hour
Bare Rate	$75/hour

* Varies from ICS 420-1 typing requiring minimum of one operator

4.5 Mobile Communications

Minimum Requirements	Types		
	1	2	3
Consoles/Workstations	2	2	1
Frequency Capability	Multi-Range*, Programmable	Multi-Range*, Programmable	Single Range**, Programmable
Power Source	Internal	Internal	External
Telephone Systems	6 Trunk/16 Extension Lines		
Personnel	2	2	1
All-Found Rate	$295/hour	$239/hour	$146/hour

*Multi-Range: 150 174 MHz, 450-470 MHz, 800 MHz (Simplex & Repeated)
**Single Range: 150-174 MHz only

4.6 Rescue Vehicle

Minimum Requirements	
Extrication Equipment	
Stabilization Equipment	
Medical Equipment	
Recommended Additional Equipment	
Embankment Equipment	
Personnel	2-4
All-Found Rate	$315/hour

4.7 Other Apparatus

Fire department vehicles and/or apparatus not included on the schedules above are not compensated unless agreed to in writing by a Provincial Contract Manager and approved by an Expense Authority. Province of British Columbia Blue Book rates may apply.

4.8 Special Resources

Special Resources include, but are not limited to, Heavy Rescue, HazMat, Fire Boat, Technical Resources or Mechanical Services. Special Resources will be reimbursed at rates that have been negotiated by a contract manager and pre-approved by an Expense Authority.

4.9 Damaged Apparatus/Equipment

Any damage or loss to apparatus or equipment shall be immediately reported to OFC representatives and Operations Section Chief. The Fire Commissioner's Office intends to reimburse for uninsured losses suffered to Local Government Fire Department equipment while in the service of the Office of the Fire Commissioner. Claims shall be based on the age, kind and quality of equipment.

5 PERSONNEL WAGE RATES

The province may require fire fighters and management personnel as additional resources during major emergency events. Those fire fighters and management personnel who are conscripted, seconded or contracted will be reimbursed according to the following schedules.

5.1 Fire Fighters

In some circumstances, fire fighters may be required to respond as single resources without apparatus. In addition, it may be necessary to assign personnel to apparatus to increase the minimum staffing identified in the tables above. Additional and single resource personnel will be reimbursed according to the following table.

Fire Fighter Wage Rates	
Volunteer Fire Department Personnel	Salary/wages at their regular place of employment or $37.00/hour whichever is greater
Career Fire Department Personnel	Fire Fighter Collective Agreements (wages and benefits)

Overtime entitlement and rates shall be according to Collective Agreements for personnel covered by Fire Fighter Collective Agreements, all other responders shall be paid straight time for actual hours worked.

5.2 Specialist Positions

The OFC and province may require experienced fire service members to fill positions in the emergency management organization of the province. Personnel who are seconded, conscripted or contracted will be reimbursed according to the following schedule. Specialists will be reimbursed for actual hours travelled or worked on initial day of deployment and minimum 12 hours per day or actual hours worked if greater than 12 hours for subsequent days.

Deputies shall be paid the same rates as the Directors whom they work under since they are expected to fill the more senior position if the need arises. Where Collective Agreements, Management Contract rates, or regular hourly rates vary from the rates listed in this draft, the higher rate shall apply. All rates for specialist positions are hourly, reviewed annually and revised as required.

5.2.1 Ministry Operation Centre (or site level where applicable)

OFC Liaison Officer (PREOC & EOC)	$56

5.2.2 Site Level

Incident Commander (Unified Command)	$56
Structural Branch Director	$56
Structure Protection Specialist	$56
Strike Force/Task Force Leader	$56
Technical Specialist	$56

5.2.3 Site or Provincial Fire Department

Regional Coordinator	$56
Deputy Regional Coordinator	$56
Fire Fighter	See Section 5.1

6 STRUCTURE PROTECTION UNITS (SPU)

Minimum Requirements	Types – (See Appendix "A" for Definitions of typing)		
	TYPE 1	TYPE 2	TYPE 3
Personnel	5	5	4
Standby Rate @ Home Station	$1706	$1575	$1286
Standby Rate @ Staged Location	$1706	$1575	$1286
Deployment Rate – Equipment Only	$3570	$3439	$3150
All Found Rate Unit Opened	$7938/day with up to 12hr staff work time & $346/add. hr staff work over 12 hrs.	$7413/day with up to12hr staff work time & $346/add. hr staff work over 12 hrs.	$5313/day with up to 12hr staff work time & $281/add. hr staff work over 12 hrs.
All Found Rate Unit Closed	$6625	$6363	$4420

- All crews include 1 supervisor
- SPU to be deployed with 2 support vehicles (tow and staff) which are included in the All Found Rate above. Mileage to be paid as per current Provincial rate.

7 SUMMARY

The remuneration rates contained in this document apply to recognized structural fire departments and personnel responding to a provincial deployment of fire apparatus and personnel. The rates will be reviewed annually and adjusted where required

THE RATES AND FEE SCHEDULES CONTAINED WITHIN THIS DOCUMENT APPLY TO APPARATUS AND PERSONNEL FROM RECOGNIZED STRUCTURAL FIRE DEPARTMENTS ONLY

Appendix A – SPU Minimum Requirements

				Structure Protection Unit Type Requirements		
				Minimum Type One	Minimum Type Two	Minimum Type Three
Category	Item	Description	Unit	No less than	No less than	No less than
Sprinklers						
	Roof	Butterfly type (Fire Caddie config)	heads	50	30	20
	Large	large 1" impact	heads	100	50	25
	Medium	3/4"	heads	100 med / small	50 med / small	30 med / small
	Small	1/2"	heads			
Hose						
	Econoflow					
		15 ft	lengths	800	400	250
		30 ft	lengths	200	100	40
	1.5"					
		50 ft	lengths	12	12	10
		100 ft	lengths	15	15	15
	2.5"					
		50 ft	lengths	25	15	10
Water Thieves						
	5/8" x 1/5"		qty	275	150	75
	1/5" x 2.5"		qty	30	20	10
	5/8" gated Y		adapters	40	30	20
	1.5" 3-way		valves	50	20	10
Adapters						
	Hydrant Kit					
		4" Storx to 2.5"		1		
		5" Storx to 2.5"		1		
		2.5 gated Ys		1	1	1
		2.5" to 1.5"	adapters	30	5	
Pumps						
	Mk III			4	4	2
	BB			1		
	Honda			3		
	Pump Tool kit			4	2	1
Bladders						
	2500 gal. Portable			2	1	1
	150 Gal Pillows			2		
Foam Kit						
	Inductors/nozzles			4		
	Foam Pails			5		
Other Items						
	Ladders	up to 24' ext	ladders	4	1	1
	FF Hand tools		kits	2	1	1
	Impact Drivers		qty	4	3	2
	Carpenters Tools		kits	1	1	1
	Radios		qty	3	2	1
	Pulaski			4	2	1
	Poly	200 ft	rolls	2	2	1
	McLeod Tool			4	2	1
	Signage/Spray Paint	2'x2'	sign boards	20	10	5
	Lighting Kit	2 - light	stands	1	0	0
	Chainsaw	kit c/w PPE	kits	1	1	

The Reimbursement Rate Document has been reviewed by representatives of the undersigned agencies. The agencies agree to the use of the terms and rates as set out in this document until such time that the document is revised and updated or notification is given to all parties that they are no longer a participate in the agreement.

Office of the Fire Commissioner	FIRE COMMISSIONER Position	JULY 15, 2014 Date
Fire Chiefs Association of BC	President Position	July 15, 2014 Date

Province of British Columbia

Wildfire Suppression with Local Governments Standard Operating Guideline

Subject :

WMB GuidelineforCompensation to Fire Departments forWildfire Suppression Actions on Lands outside of their Jurisdiction

Ministry of Forests, Lands and Natural Resource Operations	Library : Fire Operations	Chapter Ref : Provincial	Section: Fire Operations	File : SOG 1.06.01

PURPOSE: This operating guideline will ensure that there is an understanding of responsibilities for wildfire suppression between the Wildfire Management Branch (WMB) and all local governments.

SCOPE: This operating guideline applies to all wildfire situations involving the WMB and corresponding local governments within British Columbia.

POLICY: All wildfire suppression activities which also involve or directly affect local government fire protection agencies, will be consistently administered in accordance with current legislation, regulations and guidelines. This provides a straightforward approach to mutual aid, between the WMB and local government sponsored fire protection services.

PROCEDURE:

1.) **Wildfire Suppression Agreements**: All previous agreements with the WMB, relative to wildfire suppression with local governments are now replaced by this operating guideline. The key element in this operating guideline is mutual aid, to be consistently applied across the province.

2.) **Responsibility forFire Suppression**: Where local government provides fire protection services through municipal, regional or improvement district governments (i.e. a fire department), it is understood that the fire department is responsible for fire suppression action on all fires within its legislated fire protection jurisdiction. i.e. letters patent or by-laws

3.) **Responsibility forWildfire Suppression**: Where wildfire threatens forest or other wildland values, the WMB, has responsibility to ensure that appropriate fire suppression takes place, regardless of ownership or land status.

4.) **Mutual Aid**: This Operating Guideline, maintains an established commitment to mutual aid on all wildfires which are beyond the capability of a local fire department. Suppression efforts undertaken by the WMB and costs associated with those efforts will be the responsibility of the WMB, on behalf of the province. Fire departments will be responsible for their own costs which they incur in suppressing fires within their jurisdiction.

5.) **Crown Lands or Unorganized Areas**: Where Provincial Crown lands exist within a fire department's boundaries, and wildfire occurs and the fire department takes action, the fire department is entitled to compensation from the

province, provided that the action was approved by the appropriate Fire Centre. Similarly, where a fire department, takes pre-approved wildfire suppression action on a wildfire outside its jurisdiction, in areas where there is no local fire department protection, the fire department is entitled to compensation. This pre-approval process is facilitated through a phone call to the appropriate Regional Wildfire Coordination Officer, available 24 hours each day during fire season.

6.) **Cost Responsibilities:**

a) ***Compensation:*** Where approved as per (5) above, compensation will be based on a flat rate for fire apparatus. The current rate per fire apparatus, including personnel and equipment on the truck is $450.00/hour. The minimum call rate per truck is one (1) hour, which includes a built in cleanup time of 1/2 hour. Where actual time of fire suppression exceeds 1 hour, an additional 1/2 hour for cleanup time will be accepted. The fire department will be compensated through submission of an itemized invoice (attached Appendix 1) to the approving fire centre.

b) **Billing**: Where wildfire control measures are undertaken by the WMB, the province maintains the right to recover costs incurred, through an administrative billing process to landowners. The WMB reserves the right to apply fines and/or administrative penalties and/or proceed with charges against those parties who are determined to be committing an offense under the *Wildfire Act and* Wildfire Regulation.

7.) **Relieving a Fire Department**: Where a wildfire occurs in unorganized areas, and a fire department has taken voluntary fire suppression action, the WMB will take over fire suppression efforts at the earliest opportunity, when so requested by the fire department.

Where a fire department anticipates extended duration wildfire suppression and mop-up, within its jurisdiction, the fire department may request assistance from the WMB with the objective of being assisted to the containment stage of that wildfire event. It is recognized by the WMB that it is in the best interest of the public to maintain emergency response capabilities, provided by local fire departments. This will be considered when determining whether final mop-up will be completed by the WMB. It is common practice to require a landowner, where deemed capable by the province, to provide assistance in extinguishment and patrolling duties, on that landowner's fee simple lands.

8.) **Reporting and Requesting Assistance**: The WMB will, upon receipt of a fire report deemed to be the responsibility of a fire department, forward known information to the appropriate fire department, without delay. When a fire department is reporting a wildfire and/or requesting assistance, it is expected to provide key information to the RWCO as follows:

i. fire department and location of fire
ii. what is burning and threatened
iii. access to the fire and fire department equipment and agencies en route or on scene
iv. type of assistance required, fire potential and fire behaviour
vi. radio frequency, if known, and key contact at the scene

vii. water sources at or near the fire, if known

viii. Power lines, gas lines, or other known safety concerns.

9.) **Establish a Command Structure:** It is anticipated that when the WMB and a fire department work mutually on a wildfire event, a command structure will be maintained within a spirit of "Unified Incident Command" through the duration of the event.

10.) **Fire Cause Investigation:** It is the responsibility of the WMB to identify fire origin and cause on all wildfire events. It is therefore imperative that effort be made to preserve and gather evidence, wherever possible. The WMB will cooperate to the fullest extent possible in providing fire departments and enforcement agencies with pertinent evidence and in turn anticipates similar cooperation from those agencies.

11.) **Training**: All personnel taking action on wildfires on behalf of the WMB must be trained to the appropriate standards and be physically capable of performing their duties safely and effectively.

12.) **Exchange of Contacts, etc.**: Annually, prior to fire season, the WMB, Fire Centres will confirm all fire department contacts for fire reporting, requesting assistance and other information deemed relevant to wildfire management. To ensure that information is current and consistent, fire departments are in turn requested to provide a digital map file outlining the external boundaries of their fire protection area, a list of key contacts and fire apparatus within the fire department.

13.) **Guideline Review:** The guideline and current reimbursement rates will be reviewed every two years with input from representatives of the Fire Chiefs Association of British Columbia and the Office of the Fire Commissioner.

REFERENCES:

***Fire Services Act*, R.S.B.C. 2006, c. 144**
Wildfire Act, S.B.C. 2004, c. 31
Wildfire Regulation, *B.C. Reg. 38-2005*
WMB Policy 9.1
***Local Government Act*, R.S.B.C. 1996, c. 323**
***Emergency Program Act*, R.S.B.C. 1996, c. 111**

Signature:	**This O.G. Replaces: All previous Fire Centre versions of O.G. 1.06.01**
Brian Simpson, Director, Wildfire Management Branch	
Date of Issue: **January 12, 2012**	

APPENDIX 1
INVOICE FOR WILDFIRE SUPPRESSION SERVICES

ATTENTION: ACCOUNTS

DATE:_____

INCIDENT NUMBER:_____

The _____ Fire Department undertook voluntary wildfire suppression action, in accordance with the conditions outlined in the Wildfire Management Branch operating guideline 1.06.01 – wildfire suppression with local governments, and is therefore requesting compensation at the prescribed rates as follows:

DATE OF FIRE ACTION:_____

TIME OF INITIAL CALL OUT:_____

_____FIRE TRUCKS @ $_____/HR X_____HRS = $_____

_____FIRE TRUCKS @ $_____/HR X_____HRS = $_____

_____FIRE TRUCKS @ $_____/HR X_____HRS = $_____

Upon approval, please make cheques payable to:

_____

_____

_____

NAME OF FIRE CENTRE OFFICIAL CONTACTED:_____

NAME OF FIRE DEPARTMENT OFFICIAL:_____

POSITION OF FIRE DEPARTMENT OFFICIAL:_____

FILE COPY

GARIBALDI MUTUAL AID AGREEMENT

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

Between:

RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way
Whistler, BC, V0N 1B4
Email: rwhitton@whistler.ca Facsimile No. 604-935-8289
("Whistler")

And:

SQUAMISH LILOOET REGIONAL DISTRICT
Aster Street
PO Box 219
Pemberton, BC, V0N 2L0
Email: Pedgington@slrd.bc.ca Facsimile No. 604-894-6526
("SLRD")

WHEREAS:

A. Section 23 (1) (a) of the *Community Charter* permits a Council to make agreements with other public authorities;

B. Whistler and SLRD have established fire prevention and suppression response services that provide assistance in certain circumstances that may cause harm to persons or property;

C. Whistler and SLRD each maintain their own firefighting equipment and personnel; and

D. Whistler and SLRD desire to assist each other in the provision of fire fighting and rescue response on the terms and the conditions set out herein.

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

1. In this Agreement:

   (a) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to firefighting equipment, emergency rescue equipment and personnel;

   (b) "Fire Chief" means, for each party, the senior person responsible for the services of that party and includes the assistants or delegate of the Fire Chief;

   (c) "Fire Rescue Services" means fire prevention and suppression response services and associated equipment and personnel;

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(d) "Incident" means a fire or occurrence which may result in damage to persons or property;

(e) "Providing Party" means a party receiving a request for assistance under this Agreement;

(f) "Requesting Party" means a party requesting assistance under this Agreement; and

(g) "Response Area" means those lands within the SLRD containing Black Tusk Village and Pinecrest Estates and those lands contained within the Municipal boundaries of Whistler.

2. Whistler and SLRD shall have primary responsibility for providing Fire Rescue Services in their respective Response Areas.

3. When a Fire Chief determines that their Emergency Resources are not available to respond or are insufficient to adequately respond to an Incident within his/her Response Area, he/she may request Emergency Resources from the other party.

4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:

(a) specify the Emergency Resources required from the Providing Party for the Incident; and

(b) direct the available Emergency Resources provided by the Providing Party at the Incident using Unified Command principles.

5. When receiving a request under Section 3 of this Agreement, the Fire Chief of the Providing Party shall:

(a) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's Response Area and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party;

(b) direct and dispatch those available Emergency Resources to the Response Area of the Requesting Party for deployment by the Requesting Party; and

(c) have the ability to recall those available Emergency Resources at any time for emergency response in the Response Area of the Providing Party.

6. Nothing in this Agreement shall require the Fire Chief of the Providing Party to dispatch Emergency Resources that he/she considers are not available or that he/she considers are required in the Response Area of the Providing Party.

7. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party. However, the Requesting Party shall reimburse the Providing Party any costs for consumable items used or any equipment that may be damaged beyond repair or destroyed as a result of the deployment.

8. As soon as the Incident has been brought under control, any Emergency Resources of a Responding Party shall be released before any Emergency Resources of the Requesting Party are released, unless otherwise agreed to.

9. All equipment provided to a Requesting Party shall be returned to the Providing Party within 24 hours after it is no longer required for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance. If any Emergency Resources are not returned in good working order, the Requesting Party shall repair or replace the equipment and provide the providing party with replacement equipment in the meantime.

10. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the Emergency Resources.

11. It is understood and agreed by each party hereto that in providing Fire Rescue Services described in this Agreement, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in connection with this Agreement.

12. The Providing Party shall indemnify and hold harmless the Requesting Party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Providing Party in connection with this Agreement.

13. The Requesting Party shall indemnify and hold harmless the Providing Party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Requesting Party in connection with this Agreement.

14. In the event of either a Local State of Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.

15. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.

16. This Agreement shall not be assignable by either party without the prior written consent of the other party.

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

18. Any notice or other communication (other than a request for emergency response under this Agreement), to be given or made by under this Agreement shall be given or made in writing and addressed to the Fire Chief and either delivered if delivered to the Fire Chief personally or left at the Fire Chief's office or sent by facsimile, sent by electronic courier (email) at the respective address and/or fax number or registered mail, postage prepaid, addressed to the address referred to on page 1.

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

19. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55.

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

22. Every reference to each party is deemed to include the successors, elected officials, permitted assigns, officers, employees, agents and invitees of such party, where the content or parties so permit.

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

RESORT MUNICIPALITY OF WHISTLER

Ken Melamed Mayor

Shannon Story Corporate Officer

SQUAMISH LILLOOET REGIONAL DISTRICT

Chair

~~Secretary-Treasurer~~ C.A.O

Reviewed as to content on behalf of the Resort Municipality of Whistler

VILLAGE OF PEMBERTON MUTUAL AID AGREEMENT

THIS AGREEMENT made the 1st day of March, 2011.

Between:

RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way
Whistler, BC, V0N 1B4
Email: rwhitton@whistler.ca Facsimile No. 604-935-8289
("Whistler")

And:

VILLAGE OF PEMBERTON
7400 Prospect Street
PO Box 100
Pemberton, BC, V0N 2L0
Email: rmack@pemberton.ca Facsimile No. 604-894-6136
("Pemberton")

WHEREAS:

A. Section 23 (1) (a) of the *Community Charter* permits a Council to make agreements with other public authorities;

B. Whistler and Pemberton have established fire prevention and suppression response services that provide assistance in certain circumstances that may cause harm to persons or property;

C. Whistler and Pemberton each maintain their own firefighting equipment and personnel; and

D. Whistler and Pemberton desire to assist each other in the provision of fire fighting and rescue response on the terms and the conditions set out herein.

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

1. In this Agreement:

   (a) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to firefighting equipment, emergency rescue equipment and personnel;

   (b) "Fire Chief" means, for each party, the senior person responsible for the services of that party and includes the assistants or delegate of the Fire Chief;

   (c) "Fire Rescue Services" means fire prevention and suppression response services and associated equipment and personnel;

   (d) "Incident" means a fire or occurrence which may result in damage to persons or property;

(e) "Providing Party" means a party receiving a request for assistance under this Agreement;

(f) "Requesting Party" means a party requesting assistance under this Agreement; and

(g) "Response Area" means those areas contained within the Municipal boundaries of Whistler and Pemberton.

2. Whistler and Pemberton shall have primary responsibility for providing Fire Rescue Services in their respective Response Areas.

3. When a Fire Chief determines that their Emergency Resources are not available to respond or are insufficient to adequately respond to an Incident within his/her Response Area, he/she may request Emergency Resources from the other party.

4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:

(a) specify the Emergency Resources required from the Providing Party for the Incident; and

(b) direct the available Emergency Resources provided by the Providing Party at the Incident using Unified Command principles.

5. When receiving a request under Section 3 of this Agreement, the Fire Chief of the Providing Party shall:

(a) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's Response Area and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party;

(b) direct and dispatch those available Emergency Resources to the Response Area of the Requesting Party for deployment by the Requesting Party; and

(c) have the ability to recall those available Emergency Resources at any time for emergency response in the Response Area of the Providing Party.

6. Nothing in this Agreement shall require the Fire Chief of the Providing Party to dispatch Emergency Resources that he/she considers are not available or that he/she considers are required in the Response Area of the Providing Party.

7. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party. However, the Requesting Party shall reimburse the Providing Party any costs for consumable items used or any equipment that may be damaged beyond repair or destroyed as a result of the deployment.

8. As soon as the Incident has been brought under control, any Emergency Resources of a Responding Party shall be released before any Emergency Resources of the Requesting Party are released, unless otherwise agreed to.

9. All equipment provided to a Requesting Party shall be returned to the Providing Party within 24 hours after it is no longer required for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance. If any Emergency Resources are not returned in good working order, the

Requesting Party shall repair or replace the equipment and provide the providing party with replacement equipment in the meantime.

10. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the Emergency Resources.

11. It is understood and agreed by each party hereto that in providing Fire Rescue Services described in this Agreement, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in connection with this Agreement.

12. The Providing Party shall indemnify and hold harmless the Requesting Party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Providing Party in connection with this Agreement.

13. The Requesting Party shall indemnify and hold harmless the Providing Party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Requesting Party in connection with this Agreement.

14. In the event of either a Local State of Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties, and standard Provincial Emergency Plan protocols and procedures shall apply.

15. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.

16. This Agreement shall not be assignable by either party without the prior written consent of the other party.

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

18. Any notice or other communication (other than a request for emergency response under this Agreement), to be given or made by under this Agreement shall be given or made in writing and addressed to the Fire Chief and either delivered if delivered to the Fire Chief personally or left at the Fire Chief's office or sent by facsimile, sent by electronic courier (email) at the respective address and/or fax number or registered mail, postage prepaid, addressed to the address referred to on page 1. Any notice delivered shall be deemed to be given and received at the time of delivery, if delivered, on the day of delivery thereof, if telecopied or emailed, on the next day after the date of transmission of such facsimile and if mailed, then on the fourth (4th) day after the day of the mailing thereof; provided that, if mailed, should there be between the time of mailing and the actual receipt of or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered or sent by facsimile or electronic courier.

19. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55.

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

22. Every reference to each party is deemed to include the successors, elected officials, permitted assigns, officers, employees, agents and invitees of such party, where the content or parties so permit.

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

RESORT MUNICIPALITY OF WHISTLER

Mayor – Ken Melamed

Corporate Officer – Shannon Story

THE VILLAGE OF PEMBERTON

Mayor – Jordan Sturdy

Corporate Officer –-Lonny Miller

RECEIVED
FEB 28 2011
RESORT MUNICIPALITY OF WHISTLER

DISTRICT OF SQUAMISH MUTUAL AID AGREEMENT

THIS AGREEMENT made as of the 7th day of December, 2010.

Between:

RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way
Whistler, BC, V0N 1B4
Email: rwhitton@whistler.ca Facsimile No. 604-935-8289
("Whistler")

And:

DISTRICT OF SQUAMISH
37955 Second Avenue
PO Box 310
Squamish, BC, V0N 3G0
Email: teasterbrook@squamish.ca Facsimile No. 604-898-4967
("Squamish")

WHEREAS:

A. Section 23 (1) (a) of the *Community Charter* permits a Council to make agreements with other public authorities;

B. Whistler and Squamish have established fire prevention and suppression response services that provide assistance in certain circumstances that may cause harm to persons or property;

C. Whistler and Squamish each maintain their own firefighting equipment and personnel; and

D. Whistler and Squamish desire to assist each other in the provision of fire fighting and rescue response on the terms and the conditions set out herein.

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

1. In this Agreement:

   (a) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to firefighting equipment, emergency rescue equipment and personnel;

   (b) "Fire Chief" means, for each party, the senior person responsible for the services of that party and includes the assistants or delegate of the Fire Chief;

   (c) "Fire Rescue Services" means fire prevention and suppression response services and associated equipment and personnel;

   (d) "Incident" means a fire or occurrence which may result in damage to persons or property;

(e) "Providing Party" means a party receiving a request for assistance under this Agreement;

(f) "Requesting Party" means a party requesting assistance under this Agreement; and

(g) "Response Area" means those areas contained within the Municipal boundaries of Whistler and Squamish.

2. Whistler and Squamish shall have primary responsibility for providing Fire Rescue Services in their respective Response Areas.

3. When a Fire Chief determines that their Emergency Resources are not available to respond or are insufficient to adequately respond to an Incident within his/her Response Area, he/she may request Emergency Resources from the other party.

4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:

   (a) specify the Emergency Resources required from the Providing Party for the Incident; and

   (b) direct the available Emergency Resources provided by the Providing Party at the Incident using Unified Command principles.

5. When receiving a request under Section 3 of this Agreement, the Fire Chief of the Providing Party shall:

   (a) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's Response Area and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party;

   (b) direct and dispatch those available Emergency Resources to the Response Area of the Requesting Party for deployment by the Requesting Party; and

   (c) have the ability to recall those available Emergency Resources at any time for emergency response in the Response Area of the Providing Party.

6. Nothing in this Agreement shall require the Fire Chief of the Providing Party to dispatch Emergency Resources that he/she considers are not available or that he/she considers are required in the Response Area of the Providing Party.

7. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party. However, the Requesting Party shall reimburse the Providing Party any costs for consumable items used or any equipment that may be damaged beyond repair or destroyed as a result of the deployment.

8. As soon as the Incident has been brought under control, any Emergency Resources of a Responding Party shall be released before any Emergency Resources of the Requesting Party are released, unless otherwise agreed to.

9. All equipment provided to a Requesting Party shall be returned to the Providing Party within 24 hours after it is no longer required for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance. If any Emergency Resources are not returned in good working order, the Requesting Party shall repair or replace the equipment and provide the providing party with replacement equipment in the meantime.

10. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the Emergency Resources.

11. It is understood and agreed by each party hereto that in providing Fire Rescue Services described in this Agreement, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in connection with this Agreement.

12. The Providing Party shall indemnify and hold harmless the Requesting Party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Providing Party in connection with this Agreement.

13. The Requesting Party shall indemnify and hold harmless the Providing Party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the Requesting Party in connection with this Agreement.

14. In the event of either a Local State of Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.

15. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.

16. This Agreement shall not be assignable by either party without the prior written consent of the other party.

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

18. Any notice or other communication (other than a request for emergency response under this Agreement), to be given or made by under this Agreement shall be given or made in writing and addressed to the Fire Chief and either delivered if delivered to the Fire Chief personally or left at the Fire Chief's office or sent by facsimile, sent by electronic courier (email) at the respective address and/or fax number or registered mail, postage prepaid, addressed to the address referred to on page 1. Any notice delivered shall be deemed to be given and received at the time of delivery, if delivered, on the day of delivery thereof, if telecopied or emailed, on the next day after the date of transmission of such facsimile and if mailed, then on the fourth (4th) day after the day of the mailing thereof; provided that, if mailed, should

there be between the time of mailing and the actual receipt of or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered or sent by facsimile or electronic courier.

19. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55.

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

22. Every reference to each party is deemed to include the successors, elected officials, permitted assigns, officers, employees, agents and invitees of such party, where the content or parties so permit.

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

RESORT MUNICIPALITY OF WHISTLER

Mayor

Corporate Officer

THE DISTRICT OF SQUAMISH

Mayor

Director of Administrative Services

MUNICIPAL INSURANCE ASSOCIATION
of British Columbia

Wednesday, July 23, 2014

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

Attention: Laurie-Anne Schimek

Re: Out of boundary coverage for Whistler Fire Department

We confirm that there is not any geographical boundary limiting our liability coverage for the Whistler Fire Department. As long as they are providing fire fighting services on behalf of the RMOW they will be covered under the Liability Protection Agreement.

Please feel free to contact me if you have any questions or concerns.

Regards,

Susan Ackerman
Risk Management Advisor
sackerman@miabc.org

WHISTLER

REPORT | POLICY REPORT TO COUNCIL

PRESENTED:	August 5, 2014	**REPORT:**	14-097
FROM:	Legislative Services	**FILE:**	3010
SUBJECT:	CIVIC SERVICE AWARDS COUNCIL POLICY		

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Council adopt the Civic Service Awards Policy attached as Appendix A to Policy Report No. 14-097.

REFERENCES

Appendix A – Civic Service Awards Policy

PURPOSE OF REPORT

To introduce the Civic Service Awards Policy and to set out the process to recognize volunteers serving on the Resort Municipality of Whistler's (RMOW) committees and boards.

DISCUSSION

The RMOW has approximately 18 committees and Council appointed boards active in 2014 that have external members appointed to them:

- Advisory Design Panel
- Board of Variance
- Coat of Arms Committee
- Economic Partnership Initiative Committee
- Emergency Planning Committee
- Festivals, Events and Animation Oversight Committee
- Forest and Wildland Advisory Committee
- Illegal Spaces Task Force Committee
- Liquor Licence Advisory Committee
- May Long Weekend Committee
- Measuring Up Committee
- Public Art Committee
- Recreation Leisure Advisory Committee
- Transit Management Advisory Committee
- Whistler 2020 Development Corporation
- Whistler Business Enhancement Committee

- Whistler Housing Authority
- Whistler Public Library Board of Trustees

Each year, on average, the RMOW engages 29 community organizations and has over 100 unique individuals participating in the committees and boards listed above. All involvement in these groups is on a volunteer basis as they contribute their time, knowledge and expertise on a plethora of matters pertaining to Whistler.

Recognition practices in previous years consisted primarily of a thank-you in the form of a dinner event. This type of recognition was well received; however, there is no policy or procedure to consider recognizing exemplary members and outstanding contributions that have gone above and beyond the call of duty through these groups. With the adoption of the Civic Service Awards Policy, the Council of the RMOW may bestow a Civic Service Award as a formal recognition of outstanding achievements by an individual to praise their spirit of contribution, community engagement and exemplary civic contributions.

Attached as Appendix A to this report, is the Civic Service Awards Policy that outlines that in each year, the Mayor and Council may choose to up to five individuals to bestow a Civic Service award upon. Nominations will be accepted from RMOW staff (who are members of the groups), committee and board members. The Legislative Services Department will coordinate and manage all duties related to the execution of the Civic Service Awards.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Arts, Culture and Heritage	Arts, culture and heritage, and their local contributors, are appreciated and supported as cornerstones of the municipality's health, vitality and economic prosperity.	Appreciating the heritage and culture of Whistler includes recognition practices for decision-makers in the community. Community engagement in committees, commissions, working groups, task forces, and boards lead to long lasting positive impacts for the future of Whistler.
Health and Social	Whistler organizations and stakeholders work together to meet the health and social needs of community members and visitors.	Recognizing the partnership in committees, utilizing industry experts as volunteers to meet the social and health needs of the community through recommendations to Council through boards and committees. Furthering interest in these endeavours through recognition of outstanding contributions.
Learning	Diverse, affordable and accessible lifelong learning opportunities exist to meet the community's needs.	Welcoming public to sit on committees and boards to engage and partner with the RMOW, then recognizing them for their contributions supports lifelong learning in Whistler community.
Partnership	Residents, taxpayers, business and local government hold a shared vision for the resort community and work in partnership to achieve that vision.	Residents, taxpayers, businesses and the RMOW all work together on the committees and boards eligible for recognition from the Civic Service Award. An award of recognition towards based on volunteering in Whistler, extends the merit and spirit of community.

W2020 Strategy	AWAY FROM Descriptions of success that resolution moves away from	Mitigation Strategies and Comments
	None.	

OTHER POLICY CONSIDERATIONS

There are no current policies on council recognition practices or awards for civic service other than the Freedom of the Municipality, which is the RMOW's highest honour and has only been awarded eleven times since the RMOW's incorporation in 1976.

BUDGET CONSIDERATIONS

The Legislative Services Department, under the direction of the Corporate Officer will coordinate and manage the duties associated with the presentation of the Civic Service Awards, utilizing departmental staff time. The only associated costs will be the costs to produce the award and it will fall under the general Council budget.

COMMUNITY ENGAGEMENT AND CONSULTATION

In the fall of 2013, RMOW staff surveyed 40 other municipalities across Canada to inquire about recognition practices for volunteers for committees, commissions, and groups of Council. The responses were tallied, and noted that there were no direct correlations between population size, budget size, or style and scope of recognition practices. For example, small towns held large galas, while some cities handed out printed letters, or vice versa. A common practice by most municipalities was an award policy to bestow special gratitude to those individuals who have made exceptional contributions to their communities.

SUMMARY

In summary, the Civic Service Awards policy establishes the procedure and criteria for the Resort Municipality of Whistler's Civic Service Awards (CSAs) for individuals to receive formal recognition for outstanding volunteer service that has enriched the Whistler community through committees and boards.

Respectfully submitted,

Nikki Best
LEGISLATIVE SERVICES COORDINATOR
for
Shannon Story
CORPORATE OFFICER
and
Norm McPhail
GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES

THE RESORT MUNICIPALITY OF WHISTLER
COUNCIL POLICY

POLICY NUMBER:	**DATE OF RESOLUTION:**
NAME: CIVIC SERVICE AWARDS POLICY	

1.0 SCOPE OF POLICY

The Resort Municipality of Whistler relies on volunteer members of the public and community organizations to sit on Council appointed boards and committees to further community engagement, accountability and transparency for Whistler. This policy establishes the criteria for the Resort Municipality of Whistler's (RMOW) Civic Service Awards (CSAs) for individuals to receive formal recognition from Mayor and Council for outstanding and exemplary service that has enriched the Whistler community through contributing to RMOW boards and committees.

2.0 OBJECTIVE

To set out the process for the CSAs, including defining the eligibility of recipients, timeframes, decision-making and presentation of the awards;

2.1 To annually recognize and support the community members and stakeholders of Whistler who actively participate in civic service through municipal decision-making in volunteer capacities;
2.2 To build positive awareness of the volunteer contributions of community members who actively engage with the RMOW to make lasting impacts in the Whistler community;
2.3 To encourage further participation on municipal boards and committees from the public.

3.0 PURPOSE

This policy exists to annually recognize exceptional individuals who have freely dedicated their time to the RMOW through committees and boards.

4.0 PROCEDURE

4.1 The Legislative Services Department will call for nominations from eligible RMOW led committees and boards and collect nominations once per year in the fall season.
4.2 Nominations will be accepted from RMOW staff (who administer the committee or board) or committee or board members.
4.3 The Legislative Services Department will prepare an Administrative Report for a Closed Council Meeting by authority of Section 90(1)(b) of the *Community Charter* that will include all nominations and staff recommendations where relevant.

4.4 At the Closed Council Meeting, Council will debate the merits of each nomination and select up to three award recipients each year.

4.5 The award recipients will be invited to attend a Regular Council Meeting to receive their awards in a presentation by the Mayor.

5.0 ELIGIBILITY OF AWARD RECIPIENTS

5.1 The Legislative Services Department will begin a call for nominations and contact all of the following groups for nominees:

- Select Committees of Council
- Municipal Corporations
- Council-Appointed Boards
- Any other groups or individuals determined by the Corporate Officer that contribute to the decision-making of the RMOW in a volunteer or un-paid role.

5.2 Eligible recipients must be an active member within the previous year of the decision-making bodies in Sec. 5.1 of this policy for the nomination to be considered.

5.3 Self-nominations will not be accepted.

5.4 RMOW Staff or any individual who is being remunerated for their role in the decision-making bodies in Sec. 5.1 of this policy are exempt from eligibility for the award.

Certified Correct:

_____

Shannon Story
Corporate Officer

RESORT MUNICIPALITY OF WHISTLER
LAND USE CONTRACT AMENDMENT BYLAW (BLUEBERRY HILL) NO. 2062, 2014

A BYLAW TO AMEND A LAND USE CONTRACT

WHEREAS a land use contract may, under s.930 of the *Local Government Act*, be amended by bylaw with the agreement of the local government and the owner of any parcel of land that is described in the bylaw as being covered by the amendment; and

WHEREAS the owners of strata lots in the Resort Municipality that are subject to a land use contract have consented in writing to the amendment of a land use contract charging those strata lots, in order that certain provisions of the contract will be consistent with the provisions of the Resort Municipality's Zoning and Parking Bylaw;

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 "Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014"

2. This bylaw applies to lands whose legal descriptions are set out on Schedule A.

3. That certain land use contract registered in the Vancouver Land Title Office under No. G2947 on January 11, 1979, as subsequently amended under Nos. M1301, GC43586 and BG279304, is further amended as set out in Schedule B in respect of the lands to which this bylaw applies, and the Corporate Officer shall register a certified copy of this bylaw in the Land Title Office in accordance with the *Land Title Act* and Section 930(9) of the *Local Government Act*.

Given first and second readings this _____ day of _____, ____.

Pursuant to Section 890 of the *Local Government Act,* a Public Hearing was held this _____ day of _____, ____.

Given third reading this _____ day of _____, ____.

Approved by the Minister of Transportation 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 Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014.

_____
Shannon Story,
Corporate Officer

Land Use Contract Amendment Bylaw (Blueberry Hill) No. 2062, 2014

SCHEDULE A

Parcel Identifier and Legal Description
PID 014-717-361 Strata Lot 5 District Lot 4751 Strata Plan VR2476
PID 015-688-402 Strata Lot 1 District Lot 4751 Strata Plan VR 2580
PID 017-739-357 Strata Lot 18 District Lot 4751 Strata Plan VR2616
PID 018-641-431 Strata Lot 1 District Lot 4751 Strata Plan LMS1248
PID 018-641-466 Strata Lot 4 District Lot 4751 Strata Plan LMS1248
PID 018-641-474 Strata Lot 5 District Lot 4751 Strata Plan LMS1248

SCHEDULE B

Section 2(h) of the Land Use Contract is replaced with the following:

“gross floor area” means gross floor area as defined in Resort Municipality of Whistler Zoning and Parking Bylaw No. 303 as amended from time to time, excluding areas specified in subsection 25.1 of Section 5 of the bylaw as amended from time to time;

RESORT MUNICIPALITY OF WHISTLER
ZONING AND PARKING AMENDMENT BYLAW NO. 2057, 2014

A BYLAW TO AMEND THE 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; and

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 (MC1 Zone – Mountain Commercial One) No. 2057, 2014"

2. Zoning and Parking Bylaw No. 303, 1983 is amended by:

   (a) amending Section 6 "Parking and Loading Regulation" by deleting section 4.1.4 (a) and replacing it with the following:

   "4.1.4 (a) Parking spaces and driveways, except those driveways, which connect a parking area to a highway, are prohibited in setback areas in the Tourist Accommodation Zones, Commercial Local One Zone, Commercial Local Two Zone, Commercial Core Two Zone and Mountain Commercial One Zone."

   (b) amending Section 6 "Parking and Loading Regulation" by adding a new Section 4.3 "MC1 Zone Parking" as follows:

   "**MC1 Zone Parking**

   4.3 At the option of an owner or occupier of land in the MC1 Zone, required vehicle parking spaces may be provided on land other than that to be developed, provided that at least 25 vehicle parking spaces are provided in the MC1 zone, the alternate parking site is located within 100 metres of the MC1 zone, and the condition set out in Section 4.2.1(b) (ii) is met."

   (c) adding a new Section 8A with the heading "MOUNTAIN COMMERCIAL ZONES" in Table of Content after Section 8 "COMMERCIAL ZONES" and before Section 9 "INDUSTRIAL ZONES".

   (d) adding a new category "Mountain Commercial Zones" to Section 7 under the heading "MC Zones" after "C Zones";

   (e) adding "MC1" to Section 7 under the heading, "MC Zones" and adding under the heading, "Mountain Commercial Zones", the following:

   "Mountain Commercial One (Bylaw No. 2057, 2014)".

   (f) amending Schedule "A" Zoning Map by changing the zoning designation of all of the lands contained in the parcel to MC1 (Mountain Commercial One) as shown in heavy black outline and identified on the plan annexed to this Bylaw as Schedule "1".

   (g) adding to Section 8A in numerical order the Zoning District Schedule "MC1" as annexed to this Bylaw as Schedule "2".

(h) by amending Section 23, Schedule "A", "Legend of Zones", by adding a new heading "Mountain Commercial Zones";

(i) by amending Section 23, Schedule "A", "Legend of Zones", by adding under the heading, "Mountain Commercial Zones" the following:

"Mountain Commercial One (MC1)".

3. If any section or phrase of this bylaw is for any reason held to be invalid by a decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

GIVEN FIRST READING this 17th day of June, 2014.

GIVEN SECOND READING this 17th day of June, 2014.

Pursuant to Section 890 of the Local Government Act, a Public Hearing was held this this 15th day of July, 2014.

GIVEN THIRD READING this 15th day of July, 2014.

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

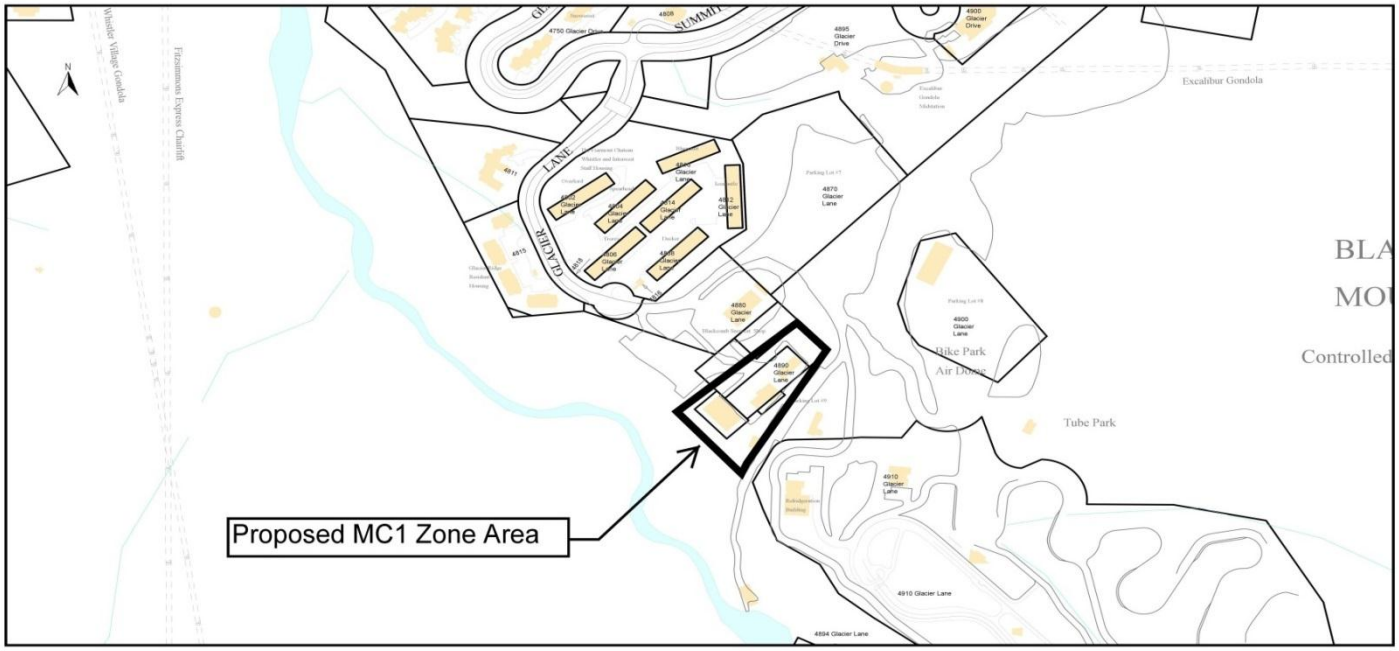
_____
Nancy Wilhelm-Morden,
Mayor

_____
Shannon Story,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014"

_____
Shannon Story,
Corporate Officer

SCHEDULE 1
4890 Glacier Ln – Whistler/Blackcomb
to be zoned MC1 (Mountain Commercial One)



SCHEDULE 2

MC1
MOUNTIAN COMMERCIAL ONE

MC1 Zone (Mountain Commercial One) (Bylaw No. 2057, 2014)

Intent

The intent of this zone is to provide for limited office and industrial uses related directly to the operation of an outdoor recreation enterprise within the Whistler/Blackcomb Controlled Recreation Area.

1 In the MC1 Zone:

Permitted Uses

1.1 The following uses are permitted, and all other uses are prohibited:

(a) auxiliary buildings and auxiliary uses including vehicle parking;

(b) administration of an outdoor recreation enterprise in the Controlled Recreation Area, including telephone and online marketing and sales of patron passes to the area;

(c) assembling, repairing and maintenance of signage, barriers and similar minor equipment used exclusively in the operation of an outdoor recreation enterprise in the Controlled Recreation Area, provided the use is totally enclosed within a building or structure.

Density

1.2 The maximum permitted gross floor area for the MC1 zone is 3,400 square metres.

Height

1.3 The maximum permitted height of a building or structure is the lesser of 12 metres and 3 storeys.

Site Area

1.4 Land in the MC1 zone may not be subdivided and the minimum site area for all uses is 7910 square metres.

Site Coverage

1.5 The maximum permitted site coverage is 25 percent.

Setbacks

1.6.1 The minimum permitted front setback is 28 metres.

1.6.2 The minimum permitted rear setback is 6 metres.

1.6.3 The minimum permitted side setback is 16 metres.

Off-Street Parking and Loading

1.7 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

1.8.1 Auxiliary storage yards shall be screened from adjacent parcels and roads.

1.8.2 Setback areas described in Section 1.6 not used for parking shall be landscaped to visually screen and separate the buildings, structures and parking areas from any road or driveway.

BYLAW FOR THIRD READING
AS AMENDED

RESORT MUNICIPALITY OF WHISTLER
ZONING AND PARKING AMENDMENT BYLAW NO. 2057, 2014

A BYLAW TO AMEND THE 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 (MC1 Zone – Mountain Commercial One) No. 2057, 2014"

2. Zoning and Parking Bylaw No. 303, 1983 is amended by:

   (a) amending Section 6 "Parking and Loading Regulation" by deleting section 4.1.4 (a) and replacing it with the following:

   "4.1.4 (a) Parking spaces and driveways, except those driveways which connect a parking area to a highway, are prohibited in setback areas in the Tourist Accommodation Zones, Commercial Local One Zone, Commercial Local Two Zone, Commercial Core Two Zone and Mountain Commercial One Zone."

   (b) amending Section 6 "Parking and Loading Regulation" by adding a new Section 4.3 "MC1 Zone Parking" as follows:

   "**MC1 Zone Parking**

   4.3 At the option of an owner or occupier of land in the MC1 Zone, required vehicle parking spaces may be provided on land other than that to be developed, provided that at least 25 vehicle parking spaces are provided in the MC1 zone, the alternate parking site is located within 100 metres of the MC1 zone, and the condition set out in Section 4.2.1(b) (ii) is met."

   (c) adding a new Section 8A with the heading "MOUNTAIN COMMERCIAL ZONES" in Table of Contents after Section 8 "COMMERCIAL ZONES" and before Section 9 "INDUSTRIAL ZONES".

   (d) adding a new category "Mountain Commercial Zones" to Section 7 under the heading "MC Zones" after "C Zones";

   (e) adding "MC1" to Section 7 under the heading, "MC Zones" and adding under the heading, "Mountain Commercial Zones", the following:

   "Mountain Commercial One (Bylaw No. 2057, 2014)".

   (f) amending Schedule "A" Zoning Map by changing to MC1 (Mountain Commercial One) the zoning designation of the lands shown with hatching as "Area to be Zoned – 0.791 hectares ±" on the drawing dated March 21, 2014 of which a copy is annexed to this Bylaw as Schedule "1"..

(g) adding as Section 8A the Zoning District Schedule "MC1" as annexed to this Bylaw as Schedule "2".

(h) by amending Section 23, Schedule "A", "Legend of Zones", by adding a new heading "Mountain Commercial Zones";

(i) by amending Section 23, Schedule "A", "Legend of Zones", by adding under the heading, "Mountain Commercial Zones" the following:

"Mountain Commercial One (MC1)".

3. If any section or phrase of this bylaw is for any reason held to be invalid by a decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Bylaw.

Given first and second readings this __ day of _____, ____.

Pursuant to Section 890 of the *Local Government Act,* a Public Hearing was held this __ day of _____, ____.

Given third reading this __ day of _____, ____.

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

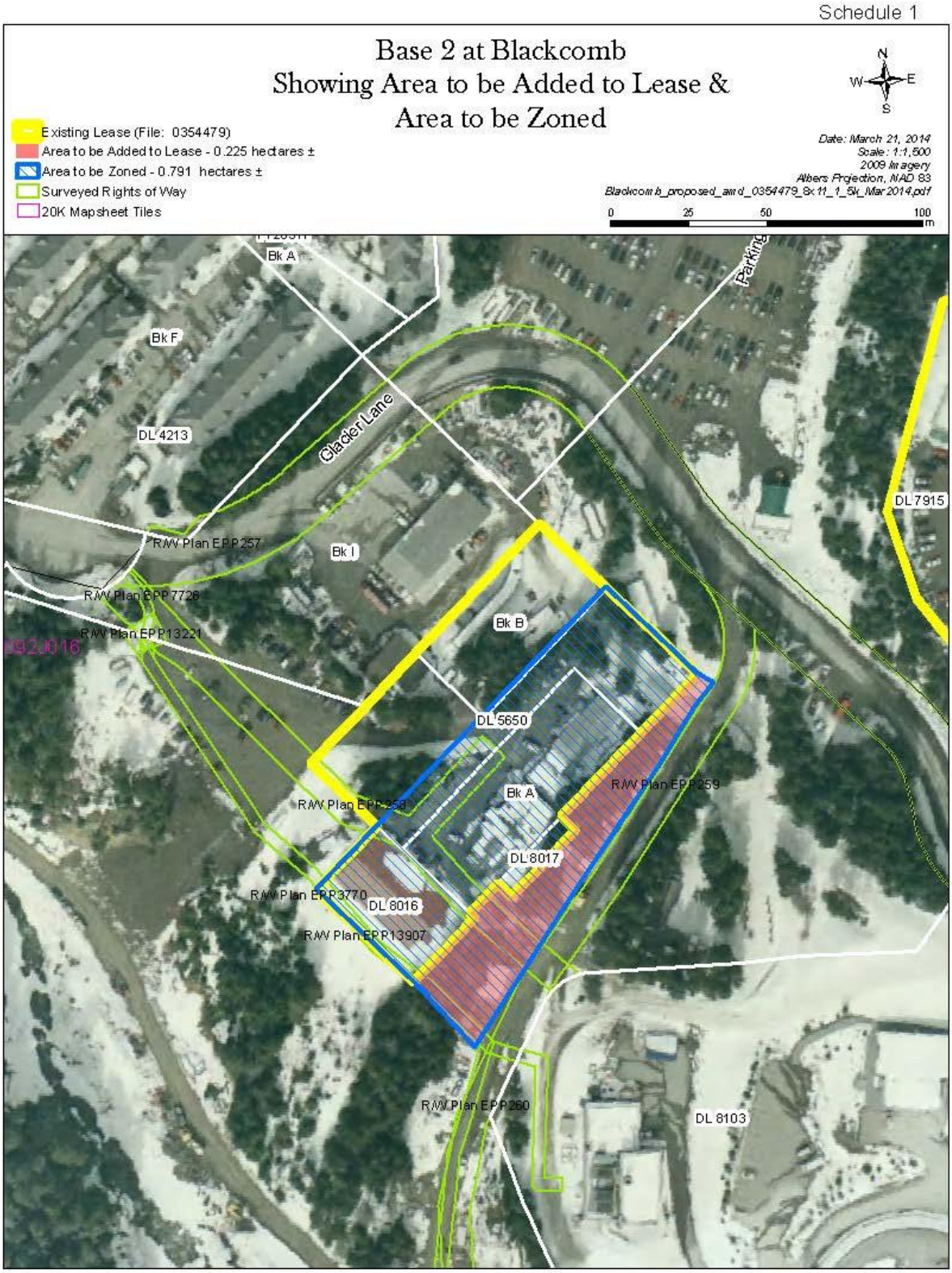
_____
Nancy Wilhelm-Morden,
Mayor

_____
Shannon Story,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw (MC1 Zone – Mountain Commercial One) No. 2057, 2014"

_____
Shannon Story,
Corporate Officer

SCHEDULE 1


Schedule 1
Base 2 at Blackcomb
Showing Area to be Added to Lease &
Area to be Zoned
N
W
E
S
Existing Lease (File: 0354479)
Area to be Added to Lease - 0.225 hectares ±
Area to be Zoned - 0.791 hectares ±
Surveyed Rights of Way
20K Mapsheet Tiles
Date: March 21, 2014
Scale: 1:1,500
2009 Imagery
Albers Projection, NAD 83
Blackcomb_proposed_amd_0354479_8x11_1_5k_Mar2014.pdf
0
25
50
100
m
Bk A
Bk F
DL 4213
Glacier Lane
Parking
DL 7915
R/W Plan EPP257
Bk I
R/W Plan EPP7726
R/W Plan EPP13221
Bk B
DL 5650
Bk A
R/W Plan EPP259
R/W Plan EPP258
DL 8017
R/W Plan EPP3770
DL 8016
R/W Plan EPP13907
R/W Plan EPP260
DL 8103

SCHEDULE 2

Section 8A Mountain Commercial Zones

MC1 Zone (Mountain Commercial One) (Bylaw No. 2057, 2014)

Intent

The intent of this zone is to provide for limited office and industrial uses related directly to the operation of an outdoor recreation enterprise within the Whistler/Blackcomb Controlled Recreation Area.

1 In the MC1 Zone:

Permitted Uses

1.1 The following uses are permitted, and all other uses are prohibited:

(a) auxiliary buildings and auxiliary uses including vehicle parking;

(b) administration of an outdoor recreation enterprise in the Controlled Recreation Area, including telephone and online marketing and sales of patron passes to the area;

(c) assembling, repairing and maintenance of signage, barriers and similar minor equipment used exclusively in the operation of an outdoor recreation enterprise in the Controlled Recreation Area, provided the use is totally enclosed within a building or structure.

Density

1.2 The maximum permitted gross floor area for the MC1 zone is 3,400 square metres.

Height

1.3 The maximum permitted height of a building or structure is the lesser of 12 metres and 3 storeys.

Site Area

1.4 Land in the MC1 zone may not be subdivided and the minimum site area for all uses is 7910 square metres.

Site Coverage

1.5 The maximum permitted site coverage is 25 percent.

Setbacks

1.6.1 The minimum permitted front setback is 28 metres.

1.6.2 The minimum permitted rear setback is 6 metres.

1.6.3 The minimum permitted side setback is 16 metres.

Off-Street Parking and Loading

1.7 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

1.8.1 Auxiliary storage yards shall be screened from adjacent parcels and roads.

1.8.2 Setback areas described in Section 1.6 not used for parking shall be landscaped to visually screen and separate the buildings, structures and parking areas from any road or driveway.

From: Nance Bass [mailto:nance.bass@gmail.com]
Sent: Sunday, July 13, 2014 6:11 PM
To: Mayor's Office
Subject: VSO & Crossing light

Nance Bass
Mailing Address:
#412 1483 West 7th Ave
Vancouver, BC V6H 4H6
604 230 4808

Whistler Address: 6132 Eagle Drive

Dear Mayor Wilhelm-Morden and Council members,

I want to take this opportunity to thank-you for continuing to program with the VSO. We were able to attend evening concerts on July 4th and 5th this year and were delighted with the program, even if it was not stellar weather. I look forward to the continuation of programs with the VSOIW as well.

Last year, I wrote requesting a pedestrian activated crossing light at Highway 99 and Whistler Cay Drive. Crossing the highway has become much more difficult as a pedestrian. We are committed to not using the car when we are here and have noted the increase amount of traffic on the highway. Using the intersection light at Lorimer Road is too far north for those of us on the south section of Whistler Cay Heights. Crossing the highway at the light at the village gate, means we are actually walking on the highway. This is both scary and dangerous. This is an issue all year round and at most times of the day, whether it is light or dark out. I never did get a response to my letter last year.

Please take this under serious consideration before someone actually becomes seriously injured or a fatality.

Sincerely,

Nance Bass

-----Original Message-----
From: Linda Olivier [mailto:lindaolivier@icloud.com]
Sent: Monday, July 21, 2014 11:38 PM
To: Mayor's Office
Subject: swimmer's itch at Alta Lake

To Mayor and Council,

While visiting friends in Whistler, I went swimming at Alta Lake. I overheard some people on the beach talking about swimmer's itch and the need to take a shower following swimming. When I went to take a shower, I viewed a warning sign. Even though I took a shower, it was too late. After swimming for years in BC lakes without problems, I ended up with a bad case of swimmer's itch.

I think the signage should be better at all lakes that have this parasite. All lakes that have had this problem in the past or now should have signage and showers.

I'll always remember Alta Lake for this most unpleasant experience.

I posted my experience on Facebook and continue to tell friends and acquaintances of this public health issue.

I can only imagine what it must be like for children to be afflicted with this parasite (that dies under the skin) and the resulting itch! Most unbearable.

More warning signs please…before the swim, not hanging on the shower…maybe in bright colours along the shoreline…otherwise close the lakes!!

Thanks for your attention.

Linda Olivier
2056 Cliffwood Road
North Vancouver, BC V7G 1S2
lindaolivier@shaw.ca

From: TJ Mac [mailto:callmemacky84@gmail.com]
Sent: Sunday, July 20, 2014 8:09 PM
To: Mayor's Office
Subject: Letter to Mayor & Council

Regarding the Death at the Pemberton Music Festival:

As He Lay Dead

around the body
the party continued
as he was falling
falling, falling, falling
hope falling
past falling
present falling
future falling
i sat at home
tears falling
for the young man
for his family
for his friends
their lives forever bound
in police tape
&
unrequited dreams

how much value do you put on human life?
as he lay dead.

T. J. Cheverie
P.O. Box 451
Pemberton, BC
V0N 2L0

Civic address STE-1357 Greenwood Street, Pemberton, BC V0N2L0
Phone number 604-902-4007

From: Bill Woollam [mailto:templelife@hotmail.com]
Sent: Saturday, July 12, 2014 12:19 PM
To: actionalerts@care2.com; ruth.paulsen@northcowichan.ca
Subject: Council: Fracking Fact Sheet

Council Members:
Advocates of the Liquid Natural Gas industry seem to ignore the toxic process with which natural gas is being extracted. This process is known as 'induced hydraulic fracturing' or 'fracking'.

There is growing peer-reviewed scientific evidence of the harmful effects of contamination to aquifers by shale gas development and deep coalbed methane extraction. 'Pro-fracking' opinions focus on the big bucks and ignore the detrimental effects on our limited fresh water systems.
This is relevant to valley residents because according to geologist David Hughes our provincial government is on the hook for 65,000 fracking sites over the next 25 years, to meet its gas export licenses granted by the National Energy Board.

The latest news is an LNG plant proposed for Port Alberni and an accompanying pipeline to transport the gas from northern BC to Port Alberni. That means the necessary fracking and resulting water contamination is going to move full steam ahead in BC to feed that Liquid Natural Gas Plant and proposed export facility. Search on your computer for the topic: First Nations sign Port Alberni project agreement

A fracking well in a shale formation can use between 7.5 million to 19 million litres of water. That water becomes toxic by the addition of: fracturing fluids mixed with friction-reducing additives; biocides; oxygen scavengers and stabilizers to prevent corrosion of metal pipes; and acids to remove drilling mud. 80 % of this fracking fluid comes back to the surface and 20 % stays in the shale excavation. High cancer rates and damaging side-effects to human and animal life occur where waste-water tailing ponds and fracking fluid has escaped into underground and above-ground waterways.

This is the part which outweighs the financial benefits. Toxifying our limited water resources is insanity to say the least. No amount of remuneration can justify contaminating underground aquifers and surface-water for coming generations.

For those in the immediate area of fracking sites, home water testing must take place both prior to and after seismic testing involved in fracking operations. If a well-owner does not test and show healthy conditions were present prior to nearby 'fracking', then there is no possibility of claiming damages when contamination does eventually occur.

Be wary of industry-backed politicians who do not mention the contamination factor at all. Just do a Google search on the following topics:
-Some states confirm water pollution from drilling
-What is in Frack Water? Watershed Sentinel
-Duke study on shale gas and fracking reveals contamination
-the documentary titled: 'Fracking Hell - The Untold Story'
-Ailing Shale Gas Returns Force a 'Drilling Treadmill'

The green house gas emission footprint of the Liquid Natural Gas industry is much greater than the burning of Coal according to Bob Conibear, engineer and former LNG operations manager. One must take into account the leaking gases during extraction, the fuel spent to transport, the cooling of the gas into a liquid for export by tanker, and the burning at the country of destination.

Sincerely

Bill Woollam
960 Marchmont Rd
Duncan, BC V9L 2M5
250-746-0290