

#### REGULAR MEETING OF MUNICIPAL COUNCIL AGENDA

Tuesday, April 6, 2021, 5:30 p.m.

#### **Remote Meeting**

#### To attend via Zoom go to www.whistler.ca/CouncilMeetings

- 1. CALL TO ORDER
- 2. ADOPTION OF AGENDA

That Council adopt the Regular Council Meeting Agenda of April 6, 2021.

3. ADOPTION OF MINUTES

That Council adopt the Regular Council Meeting Minutes of March 16, 2021.

#### 4. PUBLIC QUESTION AND ANSWER PERIOD

- 5. MAYOR'S REPORT
- 6. INFORMATION REPORTS
  - 6.1. Project Update Whistler Age-friendly Assessment and Action Plan Report No. 21-029 File No. 7083

A presentation by municipal staff.

**That** Council receive Information Report No. 21-029 regarding the Whistler Age-friendly Assessment and Action Plan project being carried out under the Union of B.C. Municipalities' 2020 Age-friendly Communities Program.

#### 6.2. Fourth Quarter Financial Report - 2020 Report No. 21-030 File No. 4530

A presentation by municipal staff.

**That** Council receive Information Report No. 21-030 Quarterly Financial Report for the quarter ended December 31, 2020.

#### 7. ADMINISTRATIVE REPORTS

## 7.1. Whistler 2020 Development Corporation Partnering and Credit Line Agreement Report No. 21-031 File No. 0500-00

A presentation by municipal staff.

**That** Council direct staff to execute the Partnering and Credit Line Agreement documents substantially in the form presented in Appendix A; and further,

**That** Council direct staff to give notice of the Resort Municipality of Whistler's intent to enter into a Partnering and Credit Line Agreement with Whistler 2020 Development Corporation (WDC) consistent with Part 3 of the *Community Charter*.

#### 7.2. FireSmart® Economic Recovery Fund Grant Application Report No. 21-033 File No. 7130-00

#### No presentation.

**That** Council endorse the Union of British Columbia Municipalities (UBCM) Community Resiliency Investment (CRI) Program FireSmart Economic Recovery Fund (FERF) grant application and, if successful, direct staff to provide overall grant management as per Union of British Columbia Municipalities grant requirements.

## 7.3. Community Emergency Preparedness Fund – Emergency Operations Centre Communications Project 2021 Report No. 21-034 File No. 854

#### No presentation.

**That** Council endorse the submission of the grant application to the Union of B.C Municipalities' Community Emergency Preparedness Fund (CEPF) under the Emergency Operations Centre and Training funding stream to a maximum of \$25,000;

That Council support the proposed activities in this grant application; and further

**That** Council supports the RMOW Emergency Program providing overall grant management for the project if successfully funded.

## 7.4. DVP01208 – 9007 Summer Lane – Setback Variance for a Detached Dwelling Report No. 21-035 File No. DVP01208

#### No presentation.

**That** Council approve the issuance of Development Variance Permit DVP01208 for the proposed development located at 9007 Summer Lane to vary the north side setback from 3 metres to 0.73 metres for a detached dwelling, as shown on architectural plans A1, A5, A6, A7a, and A8 prepared by Mel Mekinda dated February 27, 2021, attached as Appendix B to Administrative Report to Council No. 21-035.

## 7.5. Public Hearing Summary and Third Reading for Zoning Amendment Bylaw (8200 Bear Paw Trail) No 2297, 2020 Report No. 21-036 File No. RZ001164

#### A presentation by municipal staff.

**That** Council consider giving third reading to "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020".

#### 7.6. Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021 Report No. 21-037 File No. RZ1165

#### A presentation by municipal staff.

**That** Council consider giving first, second, and third readings to "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021"; and

**That** Council resolve to proceed no further with previous "Bylaw Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021".

#### 7.7. Alta Lake Road Sewer Extension Local Area Service Bylaw Report No. 21-038 File No. E320

#### A presentation by municipal staff.

**That** Council consider giving first, second, and third readings of "Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021".

#### 7.8. Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw Report No. 21-032 File No. 1878

A presentation by municipal staff.

**That** Council consider giving first, second and third readings to the "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021".

## 7.9. Whistler 2020 Development Corporation Home Warranty Insurance Indemnity Agreement Report No. 21-039 File No. 0500-00

No presentation.

**That** Council authorise the execution of the Indemnity Agreement in favour of The Guarantee Company of North America on behalf of the Resort Municipality of Whistler (RMOW) as Indemnitor for the 100 unit low rise project located at: Parcel A - 1340 and 1360 Mount Fee Road, Whistler, BC - PID Number 026-772-213 (Cheakamus Crossing Phase II – Parcel A).

#### 8. MINUTES OF COMMITTEES AND COMMISSIONS

#### 8.1. Measuring Up Select Committee

**That** Council receive the Regular Meeting Minutes of the Measuring Up Select Committee of December 4, 2019.

#### 8.2. Zero Waste Select Committee

That Council receive the Regular Meeting Minutes of the Zero Waste Select Committee of October 22, 2020.

#### 8.3. Transit Management Advisory Committee

**That** Council receive the Regular Meeting Minutes of the Transit Management Advisory Committee of October 27, 2020.

#### 8.4. Advisory Design Panel

**That** Council receive the Regular Meeting Minutes of the Advisory Design Panel of December 16, 2020.

#### 8.5. Forest Wildland Advisory Committee

**That** Council receive the Regular Meeting Minutes of the Forest Wildland Advisory Committee of February 10, 2021.

#### 9. BYLAWS FOR FIRST, SECOND AND THIRD READINGS

#### 9.1. Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021

**That** Council give "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021" first, second and third readings.

#### 9.2. Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021

**That** Council give "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021" first, second and third readings.

#### 9.3. Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021

**That** Council give "Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021" first, second and third readings.

#### 10. BYLAWS FOR THIRD READING

#### 10.1. Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020

That Council give "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" third reading.

#### 11. BYLAWS FOR ADOPTION

## 11.1. Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) No. 2308, 2021

**That** "Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) No. 2308, 2021" be adopted.

#### 12. CORRESPONDENCE

#### 12.1. Support for Laid-off Hotel and Tourism Industry Workers File No. 3009

Correspondence from Patrick Cote, Mayor, City of New West Minster, regarding Support for Laid-off Hotel and Tourism Industry Workers.

#### 12.2. Endorsement of 9-8-8 Crisis Line Initiative File No. 3009

Correspondence from Jamie Ross, Mayor, Village of Belcarra, regarding Endorsement of 9-8-8 Crisis Line Initiative.

#### 12.3. BC Hydro 2020 Street Lighting Rate Application File No. 3009

Correspondence from Lyn Hall, Mayor, City of Prince George, regarding the BC Hydro 2020 Street Lighting Rate Application.

#### 12.4. Invasive Asian Clams File No. 3009

Correspondence from Jennifer Bruns, Corporate Officer, District of Sicamous, regarding control of Invasive Asian Clams.

#### 12.5. Fair Taxation from Railway Operations & Industrial Parks File No. 3009

Correspondence from Kate Barchard, Corporate Officer, City of Pitt Meadows, regarding Fair Taxation from Railway Operations & Industrial Parks.

#### 12.6. Raise Disability and Income Assistance to a Livable Rate File No. 3009

Correspondence from Kelley Kenney, Corporate Officer, City of Langley, regarding Raising Disability and Income Assistance to a Livable Rate.

#### 12.7. General Concerns of Resort Community File No. 3009

Correspondence from Lisa Di Tosto regarding general concerns of the resort community.

#### 12.8. Northlands Property Use File No. 3009

Correspondence from Joel Nauss regarding Northlands Blvd property development.

#### 12.9. Help Cities Lead Campaign File No. 3009

Correspondence from Lisa Helps, Mayor, City of Victoria, regarding endorsement of the Help Cities Lead campaign.

#### 12.10. Help Cities Lead Campaign File No. 3009

Correspondence from Mike Little, Mayor, District of North Vancouver, regarding endorsement of the Help Cities Lead campaign.

#### 12.11. 2020 BC Farmers' Market Nutrition Coupon Program File No. 3009

Correspondence from Heather O'Hara and Vickey Brown, BC Association of Farmers' Markets, regarding 2020 BC Farmers' Market Nutrition Coupon Program in Whistler.

#### 12.12. Delivering Community Power File No. 3009

Correspondence from Jan Simpson, National President, Canadian Union of Postal Workers regarding Support for Delivering Community Power.

#### 12.13. Whistler Community Church Building Project File No. 3009

Correspondence from Craig Allars regarding the Whistler Community Church Building Project.

#### 12.14. Walk for Alzheimer's File No. 3009

Correspondence from Erika Durlacher regarding an Alzheimer's Fundraiser and Fashion Show.

#### 12.15. Proclamation Requests

#### a. Melanoma and Skin Cancer Awareness Month File No. 3009.1

Correspondence from Kathleen Barnard, Founder and President, Save Your Skin Foundation requesting May be proclaimed Melanoma and Skin Cancer Awareness Month.

#### b. Post Traumatic Stress Disorder Awareness Month File No. 3009.1

Correspondence from Debbie White requesting June be proclaimed Post Traumatic Stress Disorder Awareness Month.

#### 12.16. Light-Up Requests

#### a. Light-up Request File No. 3009.1

Correspondence from Kathleen Somers, Canadian Trigeminal Neuralgia Association requesting the Fitzsimmons Covered Bridge be lit Blue on October 7, 2021 in support of those suffering from trigeminal neuralgia.

#### b. World Lupus Day File No. 3009.1

Correspondence from Ariana Ranjbar, Lupus Canada requesting the Fitzsimmons Covered Bridge be lit Purple on May 10, 2021 in support of World Lupus Day.

#### c. Mucopolysaccharidoses Awareness Day File No. 3009.1

Correspondence from Kim Angel, Executive Director, Canadian MPS Society requesting the Fitzsimmons Covered Bridge be lit Blue and Yellow on May 15, 2021 to raise awareness of mucopolysaccharidoses.

#### 13. TERMINATION

That Council terminate the Regular Council Meeting of April 6, 2021.



**REGULAR MEETING OF MUNICIPAL COUNCIL** 

#### MINUTES

Tuesday, March 16, 2021, 5:30 p.m.
Remote Meeting
To attend via Zoom go to www.whistler.ca/CouncilMeetings

PRESENT: Mayor J. Crompton Councillor A. De Jong Councillor J. Ford Councillor R. Forsyth Councillor J. Grills Councillor D. Jackson Councillor C. Jewett STAFF PRESENT: Chief Administrative Officer, V. Cullen General Manager of Corporate and Community Services, T. Battiston General Manager of Infrastructure Services, J. Hallisey General Manager of Resort Experience, J. Gresley-Jones Fire Chief, J. McKearney Director of Planning, M. Kirkegaard Manager of Legislative Services / Corporate Officer, B. Browning Manager of Communications, G. Robinson Manager of Planning, M. Pardoe Manager of Planning, M. Laidlaw Deputy Corporate Officer, A. Banman Captain, D. Rushbrook Firefighter, T. Conway Firefighter, J. Houlding Firefighter, D. Kauffman Firefighter, R. Poilly Firefighter, G. Sands Planner, J. Chapman Planner, T. Napier Planner, C. Sloan Council Coordinator, M. Miklea OTHERS: Whistler Fire Rescue Service Certificate of Recognition Recipient,

#### Jake Adler

#### 1. CALL TO ORDER

Mayor J. Crompton recognized that the Meeting is being held on the unceded territories of the Lil'wat Nation and the Squamish Nation and that we are grateful to be here tonight having this Meeting.

Minutes - Regular Council - Resort Municipality of Whistler March 16, 2021

#### 2. ADOPTION OF AGENDA

Moved ByCouncillor D. JacksonSeconded ByCouncillor J. FordThat Council adopt the Regular Council Meeting Agenda of March 16, 2021 as amendedto add as a late item under Other Business Notification of Whistler Valley HousingSociety Board Appointments.

CARRIED

#### 3. ADOPTION OF MINUTES

Moved By Councillor J. Ford Seconded By Councillor A. De Jong **That** Council adopt the Regular Council Meeting Minutes of March 2, 2021;

That Council adopt the Public Hearing Minutes RZ1164 of March 9, 2021; and

That Council adopt the Public Hearing Minutes RZ1157 of March 9, 2021.

CARRIED

#### 4. PUBLIC QUESTION AND ANSWER PERIOD

Questions were asked during the Meeting via Zoom.

#### **Brendan Ladner**

Mr. Ladner was unable to connect.

#### 5. MAYOR'S REPORT

#### Condolences

On behalf of Council and the Resort Municipality of Whistler, Mayor J. Crompton shared condolences with the family, friends and Whistler Transit co-workers of Michael Gallup. Michael started with Whistler Transit in 2017 and was only 57 years young. He will be fondly remembered as Blue Beard.

#### One Year with COVID-19

Thursday, March 11 marked one year since the World Health Organization declared the COVID-19 pandemic. It has been a difficult and challenging year for all of us. Over the past year, the municipality, businesses, and community members have pivoted and responded in creative and flexible ways to each and every challenge this pandemic has presented. It hasn't been easy. We are a resilient community. We have learned to share and show warmth from behind a mask, through plexiglass, and support one another while staying apart. The Mayor expressed sincerest gratitude to all staff that have worked so hard this year, and business owners who have worked tirelessly to stay open and to continue to support our community. As we enter the second year of this global pandemic, remember that there are brighter days ahead.

#### **Transit Driver Appreciation Day**

On March 18, Whistler will join communities throughout BC and North America to show our appreciation for our local transit drivers for Transit Driver Appreciation Day. During these challenging times, our transit drivers have showed up every day and supported our community by getting us to work, to school, to our appointments and safely home. Community members are invited to share their appreciation for our Whistler drivers by sending kudos via the BC Transit website at www.bctransit.com/contact.

#### Whistler Trails

The Resort Municipality of Whistler has launched a multi-year process to develop a Recreation Trails Strategy and wants to hear from the community on a range of trail-related topics as part of its first round of engagement. The Mayor encourages everyone who uses Whistler's extensive trail network to add their voice to this first-step in developing the Recreation Trails Strategy – whether you use the trails for biking, hiking, running or trials bikes. The survey is open until March 31. Visit www.whistler.ca/trailstrategy for more information and to complete the survey.

#### **Poet's Pause Competition**

The Poet's Pause competition is open for submissions until April 1. Everyone who enjoys writing is encouraged to submit original, unpublished poems. The winning poems will be displayed at the Poet's Pause sculpture sites in Alta Lake Park: at the large metal chimes and the giant Adirondack chairs at the north and south ends of the park. Winning poems will also be read at the Council meeting in April as part of National Poetry Month, and the winning poets will receive two hundred dollars each. Read more at www.whistler.ca/poetrycompetition.

#### **Spring Recreation**

Registration is now open to Whistler residents for municipal spring recreation programs and summer camps. Registration can be done online or by phone. There is no in-person registration at Meadow Park Sports Centre. Individuals who aren't Whistler residents can register beginning March 20. Find out more at www.whistler.ca/register.

#### **Community Life Survey**

The Resort Municipality of Whistler is launching our annual Community Life Survey on March 29. The phone survey of 300 permanent and 200 part-time residents will run until April 19. It's being conducted by Forum Research Inc. If you receive a call, please spend 12 to 15 minutes to answer the survey questions. New for this year, all residents can sign up for the online survey, and it will be sent directly to your email inbox. We hope that this new convenient option will allow us to receive a wider range of responses from the community. The online survey runs from April 19 to May 10, and you can sign up to receive it directly to your email inbox until April 19. The survey is an important way for you to provide feedback to Council and staff and to help inform our decision-making. Learn more at www.whistler.ca/surveys.

#### **Councillor Jewett's Arts Update**

Whistler and Whistler Community Services Society (WCSS) have partnered with Arts Whistler in a campaign to raise awareness and funds for Mental Health. Artist Aurora Moore has designed a pin to show your support. Individuals and businesses are asked to go to ArtsWhistler.com to order "Reach Out" pins. Councillor Jewett has already

placed an order and added a donation. Reach out to WCSS Outreach, they are there at no cost.

Teeny Tiny Art Show is on now at the Maury Young Arts Centre. Hundreds of tiny pieces of art are available for viewing and for purchase.

Lifting the Community is an art project that brings retired Cat Skinner chairs to new life as works of art and will be auctioned later this year. You can follow them on Instagram and Facebook at the Whistler Blackcomb Foundation. Congrats to Whistler Blackcomb Foundation for a successful telethon this weekend.

At the Audain, Tuesday Night Talks are now over. Visiting artist Rebecca Belmore's show 'RESERVOIR' is still up, and their permanent collection is constantly getting rotated so please go for a visit.

The Audain's fundraiser, Illuminate, will take place April 24 and you can register at https://www.audaingala.com/.

The Squamish Lil'wat Cultural Centre (SLCC) continues to 'bring home the bannock' every Friday. Preorder for takeout or delivery.

The SLCC has reopened. We live work and play on the unceded territories of the Squamish and Lil'wat Nations. Learn more about land acknowledgements at SLCC.ca

The SLCC and Audain Art Museum are open Thursday through Sunday.

At the Whistler Museum "Land of Thundering Snow" avalanche exhibit in on.

Please consider renewing your cultural and arts memberships, your patronage is now needed more than ever during COVID.

#### **Councillor Grills' Notes Local Athlete**

Councillor Grills noted how well our local Whistler athletes have been performing this year. Lately there has been a focus on skier cross, alpine skiing, and the luge. However, a special congratulations goes to Beck Warm, a local hockey player who recently signed an entry-level contract with the NHL.

#### Added Praise from Mayor J. Crompton

Mayor J. Crompton wanted to add a thank-you to doctors, nurses, ambulance drivers, WCSS staff, cleaners at the clinic, and everyone that helped serve the community as it relates to COVID. This week, seniors aged 80-and-over and indigenous community members aged 65-and-over in the Sea-to-Sky Corridor will be receiving their first vaccines.

Late last week Vancouver Coastal Health informed the municipality they will be vaccinating everyone living in staff housing and high-density shared housing, a segment of the population that has seen the highest rate of COVID transmissions. This is extraordinarily good news for our community, everyone is thankful.

#### 6. ADMINISTRATIVE REPORTS

#### 6.1 RZ001171 – 4005 Whistler Way – TA4 Zone Density Increase Report No. 21-022 File No. RZ001171

A presentation was given by Planner C. Sloan.

Moved ByCouncillor D. JacksonSeconded ByCouncillor C. JewettThat Council authorize staff to prepare the necessary zoning amendment bylawfor Council consideration.

CARRIED

#### 6.2 Grant Application for UBCM Community Emergency Preparedness Fund – Flood Mitigation Planning Report No. 21-023 File No. 509

Moved ByCouncillor A. De JongSeconded ByCouncillor R. ForsythThat Council endorse the Flood Mitigation Planning Grant Application, and if<br/>successful, direct staff to provide overall management of the grant as per the<br/>Union of British Columbia Municipalities' grant requirements as attached as<br/>Appendix "A" to Administration Report to Council No. 21-023.

CARRIED

#### 6.3 RZ1165 - Cheakamus Crossing Phase 2 - Zoning Amendment Bylaw (Cheakamus Crossing Phase 2 Parcelization) NO. 2298, 2020, Consideration of Adoption No. 21-024 File No. RZ001157

A presentation was given by Planner J. Chapman.

Moved ByCouncillor R. ForsythSeconded ByCouncillor J. FordThat Council consider adopting "Zoning Amendment Bylaw (CheakamusCrossing Phase 2 Parcelization) No. 2298, 2020" (the "Bylaw"); and

**That** Council accept for the purpose of parkland dedication required under the *Local Government Act*, the dedication of the area shown as "Common Open Space" in the Bylaw, provided that the area shown as "Protected Areas Network 1 (PAN1)" is shown as "Return to Crown" on the subdivision plan, subject to approval by the municipality's Subdivision Approving Officer; and, further

**That** Council direct staff to register the Park Improvement Agreement (Rezoning conditions 1, 2 & 10), Section 219 Covenant for Environmental Protection Terms (Rezoning Conditions 5 & 10), Section 219 Covenant for Lot 6 Natural Features and Trail (Rezoning Conditions 7 & 10), Statutory Right of Way for Riverside Trail (Rezoning Conditions 7 & 10), and Section 219 Covenant for Green Building (Rezoning Condition 9), as described in this Report, upon adoption of the Bylaw.

CARRIED

#### 7. PRESENTATIONS AND DELEGATIONS

#### 7.1 Whistler Fire Rescue Service Citations

A presentation was given by Mayor J. Crompton and Fire Chief J. McKearney, regarding Whistler Fire Rescue Service Citations.

Recognized at the Meeting:

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- Jake Adler
- David Rushbrook
- Dan Kauffman
- Jason Houlding
- Richard Poilly
- Tom Conway
- Gavin Sands

#### 8. ADMINISTRATIVE REPORTS

#### 8.1 Housing Agreement Bylaw (Cheakamus Crossing Phase 2) NO. 2310, 2021 – Housing Agreement Report No. 21-025 File No. RZ1165

A presentation was given by Planner J. Chapman.

Moved ByCouncillor J. GrillsSeconded ByCouncillor J. FordThat Council consider giving first, second, and third readings to "HousingAgreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021".

CARRIED

## 8.2 Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) NO. 2308, 2021 Report No. 21-026 File No. 7007.9

No presentation.

Moved By Seconded By Councillor R. Forsyth Councillor J. Grills That Council consider giving first, second and third readings to "Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) No. 2308, 2021" to create a new fee category for large complex development applications that due to scope, complexity and size impose greater administrative, resource and capacity obligations on the Resort Municipality of Whistler than contemplated under the existing bylaw.

CARRIED

Mayor J. Crompton declared a 10 minute recess at 7:15 p.m.

Mayor J. Crompton called the Meeting back to order at 7:25 p.m.

8.3 4500 Northlands Rezoning Application -- Proposed Planning, Community Engagement and Amenity Zoning Process (4500 Northlands Boulevard, 4711 Settebello Drive, 4700 Blackcomb Way) Report No. 21-027 File No. 7912.02

A presentation was given by Planner T. Napier, Director of Planning M. Kirkegaard, and GM Resort Experience Jessie Gresley-Jones.

Moved ByCouncillor C. JewettSeconded ByCouncillor D. JacksonThat Council endorse the proposed planning, community engagement and<br/>amenity zoning process presented in this report to guide consideration of a<br/>rezoning application for the Subject Lands (referenced below); and

**That** Council acknowledge a proposed rezoning application for the Subject Lands as a complex site rezoning for the purpose of determining associated application processing fees.

CARRIED

#### 8.4 Summer 2021 Park Preparations Report No. 21-028 File No. 6120-00

A presentation was given by Manager of Planning M. Pardoe.

Moved ByCouncillor R. ForsythSeconded ByCouncillor D. JacksonThat Council adopt the new proposed 2021 Summer Experience Plan, asoutlined in this Report, including the introduction of seasonal fees to select parkparking lots; and

**That** Council direct staff to report back with any budget amendment requirements to deliver the 2021 Summer Experience Plan.

CARRIED

#### 9. BYLAWS FOR FIRST, SECOND AND THIRD READINGS

## 9.1 Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) No. 2308, 2021

Moved ByCouncillor C. JewettSeconded ByCouncillor J. FordThat Council give "Land Use Procedures and Fees Amendment Bylaw (ComplexSite Rezoning) No. 2308, 2021" first, second and third readings.

CARRIED

#### 9.2 Housing Agreement Bylaw (Cheakamus Crossing Phase II) No. 2310, 2021

Moved ByCouncillor J. FordSeconded ByCouncillor R. ForsythThat Council give "Housing Agreement Bylaw (Cheakamus Crossing Phase II)No. 2310, 2021" first, second and third readings.

CARRIED

#### 10. BYLAWS FOR ADOPTION

10.1 Zoning Amendment Bylaw (Cheakamus Crossing Phase 2 Parcelization) No. 2298, 2020 Moved ByCouncillor J. GrillsSeconded ByCouncillor R. ForsythThat Council adopt "Zoning Amendment Bylaw (Cheakamus Crossing Phase 2Parcelization) No. 2298, 2020".

CARRIED

#### 11. OTHER BUSINESS

#### **11.1** Notification of WVHS Appointments

Mayor J. Crompton announced that Councillor Cathy Jewett and Jackie Dickinson have been appointed of the Whistler Valley Housing Society Board of Directors.

#### 12. CORRESPONDENCE

#### 12.1 Arts Whistler – ReachOut! Whistler File No. 3009

Moved ByCouncillor C. JewettSeconded ByCouncillor R. ForsythThat Council receive correspondence from Maureen Douglas regardingReachOut! Whistler.

CARRIED

#### 12.2 Canada Healthy Communities Initiative (CHCI) File No. 3009

Moved ByCouncillor J. GrillsSeconded ByCouncillor R. ForsythThat Council receive correspondence from Chuck Cartmill regarding applying to<br/>the CHCI federal grant.

CARRIED

#### 12.3 Support for 988 Crisis Line File No. 3009

Moved ByCouncillor J. FordSeconded ByCouncillor A. De JongThat Council receivecorrespondence from Christine Fraser, Mayor of theTownship of Spallumcheen regarding Support for 988 Crisis Line.

CARRIED

#### 12.4 National Human Trafficking Awareness Day No. 3009

Moved ByCouncillor D. JacksonSeconded ByCouncillor C. JewettThat Council receive correspondence from Cathy Peters regarding Support for<br/>National Human Trafficking Awareness Day and refer it to staff.

CARRIED

#### 12.5 Light-Up Requests

#### a. World Hemophilia Day File No. 3009.1

Moved ByCouncillor R. ForsythSeconded ByCouncillor J. GrillsThat Council receive correspondence from Abygail Berg, WorldFederation of Hemophilia, requesting that the Fitzsimmons Bridge be litred on April 17, 2021, refer it to staff and that the bridge be lit.

CARRIED

## b. Emergency Service Dispatchers' and 9-1-1 Awareness Week File No. 3009.1

Moved ByCouncillor C. JewettSeconded ByCouncillor J. FordThat Council receive correspondence from Erika Gomos, E-Comm 911,requesting that the Fitzsimmons Bridge be lit red and blue on April 6,2021, refer it to staff and that the bridge be lit.

CARRIED

#### c. Epilepsy Awareness File No. 3009.1

Moved ByCouncillor J. FordSeconded ByCouncillor R. ForsythThat Council receive correspondence from Kim Davidson, ExecutiveDirector BC Epilepsy Society, requesting that the Fitzsimmons Bridge belit purple on March 26, 2021, refer it to staff and that the bridge be lit.

CARRIED

d.

#### National Dental Hygienists Week File No. 3009.1

Moved ByCouncillor R. ForsythSeconded ByCouncillor J. FordThat Council receive correspondence from Kalvin Lim, Canadian DentalHygienists Association, requesting that the Fitzsimmons Bridge be litpurple on April 4-5, 7-10, 2021, refer it to staff and that the bridge be lit.

CARRIED

e.

#### UN World Water Day File No. 3009.1

Moved ByCouncillor D. JacksonSeconded ByCouncillor C. JewettThat Council receive correspondence from Brian Johns, WaterAmbassadors Canada, requesting that the Fitzsimmons Bridge be lit blueon March 22, 2021, refer it to staff and that the bridge be lit.

CARRIED

#### 12.6 EV Charging Fees Day No. 3009

Moved ByCouncillor C. JewettSeconded ByCouncillor D. JacksonThat Council receive correspondence from Ondrej Machotka regarding EVcharging fees and refer to it staff.

CARRIED

#### 12.7 Emerald Drive Trails No. 3009

Moved ByCouncillor C. JewettSeconded ByCouncillor J. FordThat Council receive correspondence from George Vodarek and Laurie Cooper<br/>regarding Emerald Drive trails and refer it to staff.

CARRIED

#### 13. TERMINATION

Moved ByCouncillor C. JewettSeconded ByCouncillor R. ForsythThat Council terminate Regular Council Meeting of March 16, 2021 at 9:14 p.m.

CARRIED

Mayor, J. Crompton

Municipal Clerk, B. Browning



WHISTLER

# WHIJILE REPORT INFORMATION REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b> 21-029
FROM:	Resort Experience	FILE: 7083
SUBJECT:	PROJECT UPDATE – WHISTLER AGE-FRIEM	NDLY ASSESSMENT AND ACTION
	PLAN	

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

That Council receive Information Report No. 21-029 regarding the Whistler Age-friendly Assessment and Action Plan project being carried out under the Union of B.C. Municipalities' 2020 Age-friendly Communities Program.

#### REFERENCES

Appendix A – Official Community Plan References

Administrative Report to Council No. 20-006 - Grant Application for 2020 Age-friendly Communities Program, dated January 21, 2020 (Not attached).

#### PURPOSE OF REPORT

The purpose of this Report is to update Council that the Union of B.C. Municipalities (UBCM) awarded the Resort Municipality of Whistler (RMOW) a grant under Stream 1 of the 2020 Age-friendly Communities Program to undertake the Whistler Age-friendly Assessment and Action Plan project (the project). Secondly, the purpose of this Report is to update Council on the project's deliverables, approach, timeline, selected consultant and planned community engagement.

#### DISCUSSION

#### **Background**

The UBCM 2020 Age-friendly Communities Program helps B.C. communities support aging populations by: developing and implementing policies and plans; undertaking projects that enable seniors and Elders to age in place; and facilitating the creation of age-friendly communities. Local governments may apply for funding under two streams: Stream 1: Age-friendly Assessments, Action Plans & Planning; and Stream 2: Age-friendly Projects.

The RMOW submitted a grant application for Stream 1 in January 2020. Consistent with the UBCM program, the focus of the RMOW's grant application was to undertake an assessment of Whistler's

Project Update – Whistler Age-friendly Assessment and Action Plan April 6, 2021 Page 2

current age-friendliness and then develop a plan to support local seniors to age-in-place and to further make Whistler an age-friendly community.

UBCM awarded the RMOW a \$24,418.00 grant under Stream 1 on March 10, 2020 with all project activities to be undertaken within 12 months. Due to the COVID-19 pandemic, the project did not advance in 2020. UBCM granted the RMOW a six month extension to complete the project by October 10, 2021. The project is now included in the Planning Department's 2021 work plan and the project approach outlined below will complete the project within the time provided.

#### Project Purpose, Deliverables and Approach

The project's purpose is to assess the current situation in Whistler and then develop a plan identifying priorities and actions to advance identified needs and opportunities. This will be achieved through the project's two main deliverables, the Whistler Age-friendly Assessment Report and the Whistler Age-friendly Action Plan. These documents will make recommendations for the Whistler community within each of B.C.'s following eight age-friendly community components: 1) outdoor spaces and buildings; 2) transportation (including traffic safety); 3) housing; 4) respect, social inclusion, or cultural safety; 5) social well-being and participation; 6) communications and information; 7) community engagement and employment; and 8) community support and health and wellness services.

The project's specific objectives are to:

- 1. Create a multi-stakeholder working group to become a catalyst for action, ensure a coordinated and efficient approach to improving age-friendliness in Whistler, and establish a common understanding of roles and responsibilities in age-friendly initiatives;
- 2. Consult with the community in an inclusive manner to inform the assessment of age-friendliness in Whistler, identifying any gaps/needs and potential solutions;
- 3. Provide an Age-friendly Assessment Report that summarizes the results and main priorities, and which can be used to form the Age-friendly Action Plan; and
- 4. Provide an Age-friendly Action Plan which addresses all of B.C.'s eight age-friendly components, identifies and refines strategic priorities and best potential actions for making Whistler more age-friendly, and allows for ongoing monitoring and evaluation.

The process of conducting the assessment and creating the action plan will have specific impacts even before the action plan is complete. In particular, the process will: 1) bring Whistler seniors and stakeholders together to share their knowledge; 2) build common understanding of the current situation; 3) strengthen relationships; and 4) identify strategies.

The project will also apply the following guiding principles set out by UBCM:

- 1. Community Driven and Flexible solutions are based on local priorities and plans;
- 2. Catalyst for Action and Sustainability activities enable local governments and Indigenous peoples to enhance and improve services for older adults and over time;
- 3. Focus on Age-friendly Components activities are focused on one or more of the eight agefriendly community components with clear outcomes;

Project Update – Whistler Age-friendly Assessment and Action Plan April 6, 2021 Page 3

- 4. Coordinated activities of different levels of government and community partners, including health authorities, are coordinated to support community-based outcomes and avoid duplication among programs and projects; and
- 5. Inclusive activities consider equity and inclusion for all populations, including Indigenous peoples.

#### Timing and Phases

The proposed activities will follow three phases: project planning; a community age-friendly assessment; and then action planning to determine the most strategic priorities and potential actions for implementation. Information on each phase is as follows:

#### Phase 1 – Project Planning – April 2021

Phase 1 is focused on setting-up the project and collecting background information. Phase 1 tasks include, but are not limited to:

- Project kick-off activities;
- Background document review, data gathering, planning framework development and process development;
- Development of the working group Terms of Reference and member recruitment; and
- Development of the Engagement and Communication Strategy.

#### Phase 2 – Age-friendly Assessment and Community Engagement – May-July 2021

Phase 2 of the project is aimed at assessing gaps/needs and identifying potential solutions. Phase 2 tasks include, but are not limited to:

- Working group workshops;
- A community survey;
- Focused conversations and one-on-one interviews; and
- Drafting, reviewing and finalizing the Whistler Age-friendly Assessment.

#### Phase 3 – Age-friendly Action Planning – August-September 2021

Phase 3 of the project is aimed at identifying and refining priorities and the best potential actions for making Whistler more age-friendly. Phase 3 tasks include, but are not limited to:

- Working group workshops;
- Developing actions; and
- Drafting, reviewing and finalizing the Whistler Age-friendly Action Plan.

#### **Consultant Selection**

The RMOW sought quotes from qualified consultants to assist the Planning Department with the project, with proposals due on February 19, 2021. Cardea Health Consulting Inc. was awarded the contract to undertake the project under the direction of RMOW staff. Cardea is a firm that works exclusively on older person health promotion and healthy living projects. They have completed a number of Age-friendly projects for a variety of communities across the province.

#### POLICY CONSIDERATIONS

#### **Official Community Plan**

By involving stakeholders and looking to enhance Whistler's age-friendliness, the project directly supports the vision characteristics related to inclusion and participation within the RMOW's Official Community Plan (OCP). These vision characteristics are as follows:

- INCLUSIVE: Residents and visitors of all ages, identities, abilities and incomes are welcome, included, and share our love for nature, active recreation, human connections and innovation.
- PARTICIPATION: We are able to meaningfully participate in community decisions, collaborating to achieve our Community Vision.

The project is also aligned with the policy direction in the OCP aimed at supporting the health and wellbeing of Whistler's seniors. In particular, the project supports Policy 8.10.2.1., which states: "Encourage services, programs and facilities that support the health and social needs of seniors, with a focus on cultural and recreational opportunities and social programs tailored to the needs of Whistler's seniors." Appendix "A" lists this policy along with other applicable goals, objectives and policies from the OCP.

#### **Other Relevant Policies**

Existing RMOW policies, procedures, bylaws and programs may be affected by the project and potentially require revisions depending on the recommended actions in the final Whistler Age-friendly Action Plan. It is also anticipated that the project will inform detailed planning and policy processes underway in Whistler related to housing, transportation and parks planning.

#### **BUDGET CONSIDERATIONS**

The development of the project is included within the Planning Department's budget and 2021 work plan. Consultant costs are to be 100% covered by the UBCM grant.

The action plan that will be developed will also identify associated resource requirements and potential funding opportunities. Ongoing collaboration among stakeholders will be important moving forward as the final plan is expected to guide action by the various community partner organizations in Whistler, including the RMOW, the Whistler Mature Action Community (MAC), Vancouver Coastal Health (VCH), social service agencies, local foundations, and more.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

With the assistance of the RMOW, the consultant will create and lead a multi-stakeholder working group to bring information and experiences to the process. The working group will inform the assessment of the current situation in Whistler, and will identify the best priorities and potential actions for making Whistler more age-friendly. It will also be the catalyst for action and ensure a coordinated and efficient approach, including a consideration of roles and responsibilities for the multiple stakeholders to advance the various potential actions.

The working group will include seniors themselves, senior service providers, community partners, RMOW staff and a RMOW Councillor. The UBCM program encourages grant recipients to work with their regional Health Authority office and/or the First Nations Health Authority; the Population Health Policy and Projects Lead with VCH has indicated support for the RMOW's project and will be invited to be part of the working group. The following partners have also confirmed their support for the project

Project Update – Whistler Age-friendly Assessment and Action Plan April 6, 2021 Page 5

and will be invited to be part of the working group: Whistler MAC; Whistler Community Services Society; Whistler Community Foundation; and Whistler Cycling Club. The Lil'wat Nation and Squamish Nation will also be invited to be part of the working group.

Beyond the working group, seniors and other interested community members will be engaged in the assessment and action planning process. With a focus on seniors, this community engagement will occur through a number of methods, including a survey and focused conversations. The engagement activities will be appropriate to the COVID-19 situation and designed to adhere to public health requirements.

#### SUMMARY

This Report provides Council with an update that the RMOW was successful in receiving a grant under Stream 1 of the UBCM 2020 Age-friendly Communities Program. Additionally, this Report provides an update on the planned work, timeline and community engagement for the project and the selection of a consultant to help complete the work.

Respectfully submitted,

Philip Gibbins PLANNER – POLICY

for

Courtney Beaubien MANAGER, PLANNING – POLICY

for

Jessie Gresley-Jones GENERAL MANAGER OF RESORT EXPERIENCE

#### Official Community Plan References

The following are the goals, objectives and policies from the RMOW's Official Community Plan that are relevant to the Whistler Age-friendly Assessment and Action Plan project:

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

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

5.3.1.3. Policy – Encourage a diversity of housing types and tenures (rental and ownership) responsive to the needs of all age groups and family types, including singles, couples, young adults and families, seasonal residents, people with disabilities and seniors, and to support their transition through different housing types as their needs change.

8.10. Goal – Support the health and well-being of Whistler's youth, young adults and seniors, as well as their active participation in the resort community.

8.10.2. Objective – Promote initiatives for seniors that support their health, well-being and ability to be a valued part of the community.

8.10.2.1. Policy – Encourage services, programs and facilities that support the health and social needs of seniors, with a focus on cultural and recreational opportunities and social programs tailored to the needs of Whistler's seniors.

8.11. Goal – Strive to ensure community health and social services and facilities meet the physical, mental, spiritual and social needs of residents and visitors.

8.11.1. Objective – Engage with service providers and the community to maintain and coordinate high quality services with a particular focus on the needs of those who are most vulnerable.

8.11.1.7. Policy – Work with relevant agencies and stakeholders to assess the need and delivery strategies for adult and senior care facilities and services in the resort community, including those focused on mental health and assisted living.

9.7. Goal – Strategically plan, engage, design and monitor significant recreation and leisure initiatives.

9.7.4. Objective – Strategically design recreation and leisure infrastructure.

9.7.4.3. Policy – Ensure infrastructure is universally accessible where possible, accommodating the functional needs of all individuals, including children, adults and seniors and those with visual, mobility or cognitive challenges.



PRESENTED:	April 6, 2021	REPORT:	21-030
FROM:	Corporate and Community Services	FILE:	4530
SUBJECT:	FOURTH QUARTER FINANCIAL REPORT – 2020		

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

That Council receive Information Report No. 21-030 Quarterly Financial Report for the guarter ended December 31, 2020.

#### REFERENCES

Appendix A – Quarterly Financial Report for the quarter ended December 31, 2020.

#### PURPOSE

The purpose of this Quarterly Report is to provide Council with a comparison of the annual budget amounts with actual annual revenues and expenditures for operating departments and projects, and to advise Council of the investment holdings as of December 31, 2020.

#### DISCUSSION

At the end of the fourth quarter of 2020, overall operating revenues were at 104 per cent, and operating expenditures 91 per cent of their amended, annual budgeted amounts. Budgeted amounts were significantly amended twice in 2020, and the data presented here represents the most recent budget version. The 2020 outcome compares to 102 per cent and 98 per cent respectively in the prior fiscal year (2019).

As of December 31, 2020, actual net project expenditures were 67 per cent of total budgeted expenditure for the year. This number is ahead of the average proportionate spend from the preceding five years of 56 per cent.

Investment income, including changes in market values, for the six months ended December 31, 2020 was \$3,637,200 (unaudited). This is 140 per cent of the total budgeted investment income for the year. This increase is largely a function of the accounting value of the investments in market terms and will not increase cashflow by 40% versus anticipated returns. Future investment income is dependent upon the market conditions at that time. Most investment income is allocated to reserves in order to fund future expenditures, with only a small portion allocated to operations throughout the year.

Additional commentary and financial information is provided in the report attached as Appendix A.

#### Fourth Quarter Financial Report - 2020 April 6, 2021 Page 2

#### POLICY CONSIDERATIONS

*Council Policy A-3: Investments Policy* requires reporting of investment holdings, and investment performance on an annual basis. The quarterly financial reporting process is also consistent with the RMOW's Coprorate Plan goal to ensure that, "a high level of accountability, transparency and community engagement is maintained".

#### **BUDGET CONSIDERATIONS**

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

#### COMMUNITY ENGAGEMENT AND CONSULTATION

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

#### SUMMARY

Municipal operating and project revenues and expenditures are reported with comparison to annual budget. Investment holdings and performance are reported as required by the investment policy.

Respectfully submitted,

Carlee Price DIRECTOR OF FINANCE

for

Ted Battiston GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES

# FOURTH QUARTER FINANCIAL REPORT

### FOR THE YEAR ENDED DECEMBER 31, 2020

The Resort Municipality of Whistler | April 06, 2021

THE PREMIER MOUNTAIN RESORT COMMUNITY MOVING TOWARD A SUSTAINABLE FUTURE



#### INTRODUCTION

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

This report includes four sections.

1 Revenue & Expenditures	presents a review of consolidated revenues and expenditures for the organization. Revenues here are grouped by category and expenses grouped by operating division or functional service area. (pp 2-3)
2 Department Results	breaks expenditures down further, from operating division to the component departments. The organizational chart below shows departments grouped into their associated divisions. (pp 4-6)
3 Project Expenditure	discusses project spending, both in aggregate and at the individual project level. (pp 7-13)
4 Investments	reviews the RMOW's investment portfolio and associated income for the period. (pp 14) $% \left( 1+\frac{1}{2}\right) =0$

All financial information is based on preliminary, unaudited information reported from the municipal financial system as of the report date.

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

Questions or comments about this report can be made by:

Email – <u>budget@whistler.ca</u> Phone – 604-932-5535 (Toll free 1-866-932-5535)

#### **REVENUE & EXPENDITURES OVERVIEW**

#### Revenue

2020 fiscal year overall operating revenues were at 104 per cent and divisional operating expenditures 91 per cent of their amended annual budgeted amounts for the full year ended December 31. This compares to 102 per cent and 98 per cent respectively in the prior fiscal year. 2020 results include the receipt of a \$2.685 million grant provided to the community through a joint federal/provincial program known as the "COVID-19 Safe Restart Grant for Local Government". Eligible costs to be covered by this grant funding include revenue shortfalls. In the RMOW's case, just two revenue categories (Programs & Admissions and Transit Fares) together accumulated in-year shortfalls that more than offset the grant value. 2020 was an extraordinarily challening year from a fiscal perspective and RMOW looks forward to a return to more normal operations as the community and the world begins to put the COVID-19 pandemic in the past.

Two separate amendments to the Five-Year Financial Plan affected operating budget allocations in 2020. The numbers in the following table represent the final effective budget amounts. Excluding the effects of the grant, which was not anticipated at the time the budget was set, revenues were 1.4 per cent above budgeted amounts. This includes non-tax revenues that were 5.4 per cent greater than budgeted amounts. Compared to 2019, non-tax revenues were down - 29.7 per cent for the full fiscal year.

RMI and MRDT payments were down -35 per cent compared to the prior year. Looking just at MRDT, which varies directly with total hotel tax collected in the community, 1Q20 revenues were down three per cent relative to 2019 and the remaining nine months of the year were down -74 per cent. December was particularly challenging given that it normally is a high-occupancy period with high nightly rates. Hotel tax revenues are an important revenue stream for the municipality, funding a variety of tourist-facing programs and projects. These amounts will remain under pressure as long as travel restrictions and advisories remain in place.

Other non-tax revenues were also affected by the pandemic. The closure of municipal facilities, including Whistler Public Library and Meadow Park Sports Centre, took effect on March 17 and remained in place through June 30. Since opening, operations at these facilities have been guided by COVID-safe protocols, which results in meaningful capacity constraints (lower revenues) and higher operating costs. The effects of the closures, as well as the new operating model, can be seen in the -54 per cent year over year decline in Programs and Admissions revenue. A reduction in staff levels in 2Q had further effects on things like building permits volumes, which were down -19 per cent in the year. Plans are in place to restore staff where associated revenues can reasonably be assumed to follow.

#### **Expenditures**

Total divisional operating expenditures at the end of the fourth quarter were 91 per cent of the amended annual budget compared to 98 per cent in the prior year. The 2020 divisional expenditures amount was \$5.4 million less than the same period in 2019. Nearly half of this year over year change relates to changes in the Festival, Events, and Animation (FE&A) program including the cancellation of the summer concert series. RMOW staff experienced a sharp increase in workload in 2020, including implementing measures appropriate to evolving Public Health Orders, and ensuring working spaces were safe for employees and community members. All while core operating responsibilities (things like snow clearing, utilities operations, landscaping) continued uninterrupted. This came at a time where the budgeted labour hours available to execute these works declined. The net result of this was that work went uncompleted in the year, as reflected in planned operating expenditures that went unspent.

Within divisions, Resort Experience expenditures, which includes FE&A, were down -18 per cent year over year. Small declines were evident in Mayor & Council operations (-7per cent compared to 2019, primarily related to travel & meals, and training) and Infrastructure Services (-8 per cent, including reduced BC Transit expense related to Transit reserve draw). A smaller decline in Corporate and Community Services (-3 per cent year over year) reflects some the same pandemic-related operating savings evident in all divisions (travel and training are examples) offset by increased expenditures related to staffing at recreation facilities specifically required under new safe operations guidelines.

#### **REVENUE & EXPENDITURES TABLE**

#### **Resort Municipality of Whistler**

Summary of Operational Results

For the year ended Dec 31, 2020 (Unaudited)

Tor the year ended Dec 31, 2020 (Onaddited)				
	Budget	Actual 2020	%	Actual 2019
	Annual	Full Year	Budget	Full Year
	amended			
Revenues				
Property Tax	49,409,762	49,479,172	100%	48,230,287
User Fees	13,246,989	12,958,989	98%	12,993,415
Programs & Admissions	974,026	1,075,732	110%	2,340,546
Permits and Fees	3,145,550	3,724,523	118%	4,915,794
Grants Revenue	1,320,038	4,739,587	359%	2,631,519
Transit Fares, Leases and Rent	2,377,136	2,421,039	102%	3,895,113
Works and Service Revenue	662,000	372,187	56%	558,793
RMI and MRDT	12,721,911	12,305,974	97%	18,848,052
Investment Revenue	2,604,956	3,637,200	140%	3,699,872
Other Revenue	2,245,687	1,878,696	84%	2,305,973
-	88,708,054	92,593,100	104%	100,419,365
Divisional Operating Expenditures				
Mayor and Council	489,403	425,576	87%	458,837
CAO Office	2,545,139	2,351,707	92%	2,291,946
Resort Experience	14,292,582	11,549,737	81%	14,125,021
Infrastructure Services	26,118,901	24,686,089	95%	26,907,949
Corporate and Community Services	24,225,125	23,318,081	96%	23,576,895
	67,671,150	62,331,190	92%	67,360,648
-				
Corporate Expenditures, Debt, Reserves and Transfers				
External Partner Contributions	4,255,055	3,591,751		6,709,474
Long Term Debt	1,082,326	6,443,397		1,394,363
Debt Interest	678,662	726,501		828,422
Transfers to Other Funds	18,547,732	17,995,822		20,642,825
		5,637,497		8,762,123
Other General Corporate Expenditures	1,110,503	5,657,497		0,102,123

#### DEPARTMENT RESULTS

#### Revenue

As noted previously, revenues ended the year at 104 per cent of amended budget levels.

The **Resort Experience** division as a whole ended the year at just 65 per cent of budgeted revenue amounts. Within the division, Village Events and Animation revenue was affected by low MRDT receipts. Facilities recorded revenue at 50 per cent of budgeted amounts. Facilities is an internal department that primarily serves other operating areas and assets. Revenue shortfalls here are largely offset by lower expenditures.

Within **Infrastructure Services**, Transit Fares were down -28 per cent year over year and fell slightly short of budgeted amounts. Ridership on Transit declined in tandem with the closure of local business, including Whistler Blackcomb, in March. In addition, fare collection was suspended from April 20 to May 31. Building Department reported relaively strong first half 2020 department-level revenues, declining just 10 per cent from 2019 levels, but remained challenged in the second half of the year from a capacity (staffing) perspective. Building and renovation activity in the community remains robust despite the pandemic's widespread economic effects.

**Corporate and Community Services** as a division reported revenues for 2020 at 114 per cent of budgeted amounts. Nearly the entire amount of the revenue variance can be traced to two departments: Protective Services (includes Parking) and Recreation. There remained a great deal of uncertainty at the time the budget was amended, with summer travel patterns just beginning to become clear and facilities including Meadow Park just beginning their reopening. The amended budget underestimated the amount of parking revenue that would be collected in the second half of the year, and also the revenues that would be generated within Recreation under new COVID-19 operating constraints. Both were down significantly from prior-year levels: -31 per cent in the case of Parking and

-21 per cent for Recreation as a whole. So this outcome can fairly be described as "less bad", rather than necessarily "good".

#### **Expenditures**

Expenditures ended the year at 91 per cent of the budgeted annual amount, and down eight per cent compared to 2019. Looking at notable expenditure variances by division:

**CAO Office.** Spending within the Communications department was higher in 2020 than in 2019. An unusual volume of work was required this department in a COVID-19 environment.

**Resort Experience.** As previously mentioned, the largest year-over-year decline was evident in, and Village Events and Animation in particular. FE&A Program spending looked very different in 2020 than was anticipated at the time the final budget amendment was adopted. Also evident in 2020 expenditures was increased activity from the Environmental Stewardship, in line with Council's commitment to its Climate Action focus area.

**Infrastructure Services.** Transit spending was lower in 2020 than in 2019, the result of a draw on the BC Transit reserve and support for transit flowing from the Provincial government.

**Corporate and Community Services.** Expenditures at Meadow Park Sports Centre were also down compared to 2019, largely due to the closure of that facility, and the related temporary layoff of casual employees. The year-over-year decline in General Fund expenditures is largely a result of reduced outlays of MRDT funds to RMOW Partners, as well as the decision to allow contributions to reserves to fall below levels that would sustain good infrastructure health in the coming years

### Resort Municipality Of Whistler

**Comparative Summary of Department Operations** 

#### REVENUES

For the year ended Dec 31 (unaudited)

	Budget 2020	Budget 2019	Actuals 2020 Full Year	Current Year % of budget	YOY Change
	amended				
Mayor & Council	-	-	-	-	-
Mayor and Council Total	-	•	•	-	
Administrator	-	-	-	-	-
Communications	-	-	-	-	-
Human Resources	-	-	-	-	-
CAO Office Total	•	•	•	-	-
Cultural Planning and Development	-	-	-	-	-
Village Events and Animation	(3,479,507)	(3,529,756)	(1,400,105)	40%	-61%
Division Administration	(40,000)	(40,000)	(40,000)	100%	45%
Resort Operations	(2,899,849)	(2,755,968)	(2,758,411)	95%	0%
Facilities	(959,271)	(901,328)	(483,025)	50%	12%
Environment Stewardship	(167,129)	(43,235)	(142,085)	85%	175%
Planning	(184,640)	(189,350)	(165,273)	90%	-1%
Resort Experience Total	(7,730,396)	(7,459,637)	(4,988,899)	65%	-29%
Infrastructure Services Administration	-	-	-	-	-
Development Services/Energy Mgmt	(13,500)	(13,500)	(10,561)	78%	1%
Transportation	(1,750)	-	-	-	-
Central Services	(2,734,222)	(2,711,194)	(2,484,374)	91%	-10%
Solid Waste	(7,446,939)	(7,262,919)	(7,372,761)	99%	-5%
Transit	(2,937,700)	(3,894,500)	(2,810,568)	96%	-30%
Building Department Services	(858,500)	(1,454,221)	(844,043)	98%	-25%
Water Fund	(7,123,940)	(6,984,727)	(7,395,745)	104%	2%
Sewer Fund	(8,835,831)	(8,394,800)	(8,710,337)	99%	3%
Infrastructure Services Total	(29,952,382)	(30,715,861)	(29,628,388)	99%	-6%
Finance	(102,550)	(102,000)	(90,840)	89%	-21%
Legislative Services	(3,500)	(7,000)	(6,098)	174%	103%
Information Technology	(65,000)	(65,558)	(64,800)	100%	0%
Protective Services	(3,162,566)	(4,486,356)	(3,688,917)	117%	-24%
Fire Rescue Service	(49,700)	(50,000)	(86,398)	174%	-16%
Whistler Public Library	(153,900)	(161,400)	(136,544)	89%	-24%
Recreation	(907,289)	(1,429,631)	(1,133,715)	125%	-19%
Meadow Park Sports Centre	(863,363)	(1,988,406)	(858,804)	99%	-59%
Corp. and Community Services General	-	-	-		
Corporate and Community Services Total	(5,307,868)	(8,290,351)	(6,066,114)	114%	-31%
General Fund	(49,155,487)	(45,262,615)	(49,215,898)	100%	-3%
Corporate Accounts Total	(49,155,487)	(45,262,615)	(49,215,898)		

## Resort Municipality Of Whistler

**Comparative Summary of Department Operations** 

EXPENDITURES

For the year ended Dec 31 (unaudited)

	Budget 2020	Budget 2019	Actuals 2020 Full Year	Current Year % of budget	YOY Change
	amended				
Mayor & Council	489,403	472,233	425,576	87.0%	-7.2%
Mayor and Council Total	489,403	472,233	425,576	87.0%	-7.2%
Administrator	838,753	721,210	747,900	89.2%	3.0%
Communications	699,051	592,461	633,380	90.6%	16.3%
Human Resources	1,007,336	958,490	970,428	96.3%	-5.0%
CAO Office Total	2,545,139	2,272,160	2,351,707	92.4%	2.6%
Cultural Planning and Development	149,854	160,090	168,778	112.6%	-0.6%
Village Events and Animation	3,620,491	3,701,591	1,645,100	45.4%	-55.0%
Division Administration	302,054	340,813	310,613	102.8%	-15.0%
Resort Operations	5,238,797	5,466,900	5,072,042	96.8%	-8.8%
Facilities	2,506,952	2,557,982	2,051,168	81.8%	-5.4%
Environment Stewardship	553,040	495,453	546,667	<b>9</b> 8.8%	18.0%
Planning	1,921,394	1,905,997	1,755,368	91.4%	7.7%
Resort Experience Total	14,292,582	14,628,826	11,549,737	80.8%	-17.6%
Infrastructure Services Administration	341,655	327,908	310,239	90.8%	-11.2%
Development Services/Energy Mgmt	660,343	621,358	585,557	88.7%	-2.7%
Transportation	2,500,220	2,562,021	2,348,788	93.9%	-3.6%
Central Services	2,499,262	2,660,570	2,376,809	95.1%	-8.5%
Solid Waste	5,922,939	6,102,774	5,878,849	99.3%	-4.1%
Transit	6,539,980	7,266,400	6,021,892	92.1%	-14.9%
Building Department Services	1,029,435	1,159,321	1,034,779	100.5%	-5.5%
Water Fund	3,370,591	3,198,408	2,976,764	88.3%	-6.2%
Sewer Fund	5,111,191	5,006,101	4,911,171	96.1%	-6.6%
Infrastructure Services Total	27,975,615	28,904,860	26,444,848	94.5%	-7.9%
Finance	2,156,005	2,079,750	2,165,048	100.4%	3.5%
Legislative Services	841,755	928,499	778,071	92.4%	-2.2%
Information Technology	1,871,521	1,642,033	1,689,842	90.3%	4.8%
Protective Services	7,457,718	6,905,455	7,059,903	94.7%	4.3%
Fire Rescue Service	4,518,539	4,739,395	4,371,222	96.7%	-2.6%
Whistler Public Library	1,328,039	1,307,002	1,279,050	96.3%	-1.9%
Recreation	2,303,902	2,494,933	2,362,324	102.5%	3.3%
Meadow Park Sports Centre	3,441,125	3,794,050	3,310,261	96.2%	-16.3%
Corp. and Community Services General	306,521	276,199	302,361	98.6%	8.9%
Corporate and Community Services Total	24,225,125	24,167,318	23,318,081	96.3%	-1.1%
General Fund	6,621,247	4,071,960	3,978,525	60.1%	-61.4%
Corporate Accounts Total	6,621,247	4,071,960	3,978,525	60.1%	-61.4%

#### PROJECTS

Projects aim to deliver specific unique and non-recurring outcomes (often, but not always capital in nature) to the community. Because these works can be significant in size, particularly in aggregate, they are funded from municipal reserves. Each year, projects and the planned spending associated with each are presented for consideration with the Budget Guidelines. Individual project budgets may be revised throughout the year via amendments to the Five Year Financial Plan. There have been four such amendments this calendar year that affect projects. This report considers actual spending associated with each project relative to its final amended budget allocation.

At December 31, 2020, actual net project expenditures were 67 per cent of total budgeted expenditure for the year. This number is ahead of the average proportionate spend from the preceding five years of 56 per cent. Several reasons exist for this difference. Budgeted amounts are current, and reflect the outcome of a thorough project reprioritization exercise that formed part of the RMOW's planned spending revisions related to the COVID-19 pandemic. These changes were detailed in a presentation to Council on May 5, 2020 and reflected in Five Year Financial Plan Amendment Bylaw 2281. Because changes to planned project spending were extensive, the projects that progressed this year were in many cases underway early in the year, and all had the highest priority to the community in the context of the 2020 operating environment.

Separately, there were several large projects, including MPSC Natatorium HVAC Replacement and MPSC Cardio Room Expansion which were nearing completion at the start of this fiscal year. In total, 124 of the 141 projects with planned 2020 spending had some level of expenditure recorded against them during the fiscal year. Several projects were substantially completed during the year, including: Municipal Hall Air Conditioning, MPSC Cardio Room Expansion, and MPSC Natatorium HVAC Replacement.

Not all budgeted project spending will necessarily take place during the fiscal year due to unplanned or unforeseen factors. As projects are funded from municipal reserves, financial resources not used during the year will remain in the reserves until required. This does not directly impact the operating surplus or deficit for future fiscal planning purposes.

For 2020, the amount budgeted to be funded from reserves and external sources was \$33.5 million. The pie chart below provides a breakdown of funding sources for projects in 2020. Actual spending, as noted, varies from budgeted amounts in every year. The bar chart below shows actual spending compared to budgeted amounts for 2020.





## Summary of Project Expenditures For the year ended Dec 31, 2020 (unaudited)

-or the year en	ded Dec 31, 2020 (unaudited)	0000	0000	0/
		2020 Budgot	2020 Expenditures	% of Budget
Mayor and Co	ouncil	Budget	Experialitures	Budget
Mayor & C				
A084	International Partnerships	5,000		n/a
	tal: Mayor & Council	<b>5,000</b>	_	n/a
-	-	-	-	n/a
	al: Mayor and Council	5,000	-	n/a
CAO Office				
Administra				
A070	Mayors Task Force on Resident Housing	20,000	-	n/a
A080	EPI Initiatives	20,000	2,913	15%
A034	Audain Art Museum-Founders Program	25,000	25,000	100%
C069	First Nations Relations	25,000	-	n/a
A082	Visitor Awareness Guides	50,000	16,031	32%
A051	Corporate Communications	60,000	39,513	66%
A083	Strategic Planning Committee	100,000	23,841	24%
Dept To	tal: Administrator	300,000	107,299	
Human Re	esources			
H013	Employee Engagement	15,000	-	n/a
H002	Collective Bargaining	36,000	5,000	14%
H014	CAO Executive Search	37,000	34,925	94%
Dept To	tal: Human Resources	88,000	39,925	
Division Tota	al: CAO Office	388,000	147,224	37.9%
Resort Expe	rience			
Cultural P	lanning and Development			
A079	Learning and Education Initiatives	149,250	60,805	41%
Dept To	tal: Cultural Planning and Development	149,250	60,805	
-	dministration	-,	,	
P041	Building Department File Scanning	10,000	4,558	46%
X092	Cheakamus Crossing Light Replacment Program	10,000	9,610	96%
A074	Interpretive Panels	100,000	84,938	85%
X079	Seismic and emergency power review	117,320	-	n/a
C012	Conference Centre Annual Building Reinvestment	150,000	150,000	100%
A072	Geopark	170,000	109,254	64%
	tal: Division Administration	557,320	358,359	01/0
-	ent Stewardship	001,020	000,000	
P079	Energy Program	94,600	51,993	55%
P044	GIS Layer Update Project	15,000	7,115	47%
P044 P084	Western Toad Infrastructure	43,000	33,433	78%
S018		43,000		
	Community Wildfire Protection		707,926	88%
-	tal: Environment Stewarship	952,600	800,467	
Resort Op		4 000	1 000	4000/
X142	MPSC Building Envelope Repairs	1,000	1,000	100%
X147	Event Electrical Kiosk Replacement	8,000	1,293	16%
X152	Village Stroll Tree Strategy	8,000	8,000	100%
P023	Parks Accessibility Program	10,000	-	n/a
X128	Electric Vehicle Charging Station	10,000	7,414	74%
X131	Alta Vista Works Yard - training room upgrades	12,000	8,311	_ 69%

## Summary of Project Expenditures For the year ended Dec 31, 2020 (unaudited)

For the year en	ded Dec 31, 2020 (unaudited)	2020	2020	% of
			Expenditures	Budget
Resort Exper	ience (con't)		•	<b>F</b>
X130	Park Washroom - Counter Top Rejuvenation	15,000	-	n/a
X155	Myrtle Philip Irrigation Capacity	20,000	16,144	81%
X139	Village Stroll light replacement	26,000	14,350	55%
X136	Rainbow to Scotia Creek VT	30,000	35,200	117%
X096	Access Control Upgrades	39,000	11,121	29%
X153	Valley Trail Feasibility	40,000	34,339	86%
X119	WAG Kennel upgrades	50,000	-	n/a
X140	CECAP Trail Hardening	50,000	46,878	94%
X145	Rainbow Park Rejuvenation	50,000	22,165	44%
X084	Tennis Court Reconstruction	55,000	50,291	91%
X058	Municipal Hall Continuing Improvements	57,000	39,722	70%
X004	Building General Improvements	60,000	27,532	46%
X146	Alta Vista to Nita Lake Valley Trail Lighting	62,000	34,627	56%
X071	Lighting and Electrical rejuvenation	75,000	58,053	77%
X008	Recreation Trail Program	80,000	80,912	101%
X121	Recreational Trailheads	80,000	10,535	13%
X126	Municipal Hall Air Conditioning	105,000	104,857	100%
X134	Recreation BCA Building Upgrades	83,128	-	n/a
T021	Valley Trail Reconstruction	110,000	92,674	84%
X067	WVLC Parkade Rehabilitation Program	135,000	-	n/a
X055	Alpine Trail Program	150,000	130,586	87%
X012	Park Operations General Improvement	160,000	172,396	108%
X141	MPSC Cardio Room Expansion	389,000	357,900	92%
X117	Valley Trail Access and Safety Improvements	395,000	241,657	61%
X116	Meadow Park Rejuvenation	820,000	18,992	2%
X135	REX - BCA report Building Upgrades	1,097,907	526,099	48%
X143	MPSC – Natorium HVAC Replacement	1,140,000	1,084,105	95%
X138	VT Millar Creek to Function	1,269,640	857,516	68%
-	tal: Resort Operations	6,692,675	4,094,668	
Planning (			(a a=a	10001
P060	Maury Young Arts Centre External Signage Upgrade	13,873	13,873	100%
P051	Artificial Turf Field	15,000	8,506	57%
X127	Subdivision Sign Rejuvenation	15,000	42	0%
P032	Village Square & Mall Rejuvenation - Way-finding	25,000	13,370	53%
P083	Village Square Paver Rejuvenation	35,000	22,745	65%
P082	Sightlines Bridge Rejuvenantion	60,000	53,704	90%
P053	Park Master Planning	80,000	68,056	85%
P064	Planning Initiatives	138,000	61,183	44%
P005	Village Enhancement	145,000	278,123	192%
P074	Millar Creek Lands Land Purchases	150,000	15,491	10%
P069 P075		1,700,000 2,700,000	1,677,132	99% 54%
	Village Washroom Buildings tal: Planning (ALL)	<b>5,076,873</b>	1,460,777 <b>3,673,002</b>	0470
-	I: Resort Experience			65 60/
	II. RESULT EXPENSIVE	12,476,118	8,186,835	65.6%

## Summary of Project Expenditures For the year ended Dec 31, 2020 (unaudited)

	ded Dec 31, 2020 (unaudited)	2020	2020	% of
		Budget	Expenditures	Budget
structure	e Services			
General M	anager			
E139	Civic Platform Implementation	100,000	5,458	5%
X132	Utility Building Upgrades	100,000	-	n/a
Dept Tot	tal: General Manager	200,000	5,458	
Transporta	tion			
T059	LED Streetlight Replacement	10,000	-	n/a
T067	Storm Water Infrastructure Annual Monitoring	10,000	3,312	33%
T060	Tapley's Flood Protection Improvements	15,000	60	0%
T074	Gondola Transit Exchange Upgrades	20,000	20,000	100%
T077	GIS Layer Update - Transportation	20,000	19,410	97%
T063	Traffic Light Replacement	25,000	2,568	10%
T057	Air Quality Monitoring Cheakamus Crossing	32,000	30,790	96%
T061	Traffic Studies and Initiatives to support TAG	40,000	37,132	93%
T027	Fitzsimmons Creek Debris Barrier Monitoring	45,000	25,004	56%
T075	Highway Intersection Upgrades	50,000	25,510	51%
T017	Bridge Reconstruction Program	70,000	6,209	9%
T069	Fitzsimmons Creek Compensation Channel Design	75,000	24,285	32%
T052	Flood Plain Mapping	240,000	-	n/a
T076	Nesters Crossing Impound Yard Construction	320,000	320,000	100%
T006	Fitzsimmons Creek Gravel Removal	360,000	359,810	100%
T078	White Gold Utility Undergrounding Project	1,000,000	66,077	7%
T001	Upgrade Roads	1,385,000	1,279,648	92%
Dept Tot	tal: Transportation	3,717,000	2,219,813	
Central Se	rvices			
Y019	Central Services Annual Maintenance	80,000	80,000	100%
Y014	Central Services Annual Reconstruction	500,000	46,342	9%
Y001	Fleet Replacement	2,650,000	1,281,651	48%
Dept Tot	tal: Central Services	3,230,000	1,407,994	
Solid Was	te			
E159	Streetscape Waste Collection System Improvements	25,000	1,644	7%
X133	Solid Waste Building Upgrades	60,000	-	n/a
E130	Solid Waste Outreach Program	90,000	72,450	81%
E088	Solid Waste Annual Reconstruction	250,000	132,089	53%
Dept Tot	tal: Solid Waste	425,000	206,183	
Transit		·	·	
T055	Bus Stop Upgrades	100,000	38,968	39%
		, -	, -	
# Summary of Project Expenditures For the year ended Dec 31, 2020 (unaudited)

i or allo your one	104 200 01, 2020 (ana aano a)	2020	2020	% of
		Budget	Expenditures	Budget
Infrastructure	Services (con't)	U	•	U
Water Fund				
E204	Pressure Reducing Valve Station Upgrades	100,000	94,044	94%
E206	Water SCADA Upgrades	100,000	106,094	106%
E200	Water Annual Upgrades	200,000	213,516	107%
E203	Water Pump Station Upgrades	200,000	82,265	41%
E210	Water Operating Capital	357,500	211,900	59%
E201	Reservoirs and Intakes Upgrades	375,000	159,345	42%
E208	Water Metering Program Implementation	500,000	248,592	50%
E205	Watermain Upgrades	2,375,000	1,927,740	81%
Dept Tot	al: Water Fund	4,207,500	3,043,498	
Sewer Fund	d			
E408	District Energy System Upgrades	30,000	24,812	83%
E160	Compost HVAC & Heating System Upgrade	40,000	-	n/a
E400	WWTP Annual Upgrades	50,000	48,784	98%
E303	Sewer Trunk Main Upgrade	75,000	-	n/a
E410	WWTP Operating Capital Upgrades	107,000	101,470	95%
E306	Sewer SCADA Upgrades	100,000	105,257	105%
E406	WWTP SCADA Upgrades	100,000	89,277	89%
E407	WWTP Tertiary Treatment Upgrades	100,000	97,831	98%
E409	WWTP Building Upgrades	100,000	87,442	87%
E063	Compost Facility Annual Reconstruction	150,000	214,174	143%
E401	WWTP Primary Treatment Upgrades	160,000	124,683	78%
E300	Sewer Annual Upgrades	200,000	70,610	35%
E405	WWTP Secondary Treatment Upgrades	239,000	221,732	93%
E404	WWTP Solids Handling Upgrades	125,000	109,925	88%
E310	Sewer Operating Capital Improvements	665,000	606,020	91%
E301	Sewer Lift Station Upgrades	1,500,000	1,173,933	78%
E320	Sewer Main Upgrades	2,450,500	2,238,734	91%
•	al: Sewer Fund	6,191,500	5,314,682	
Division Total	: Infrastructure Services	18,071,000	12,236,595	67.7%
Corporate and	d Community Services			
Finance				
C032	Reserve Policy Planning	10,000	4,755	48%
Dept Tot	al: Finance	10,000	4,755	
Legislative				
C070	Legislative Policy Development and Governance Prior	22,000	22,000	100%
-	al: Legislative Services	22,000	22,000	
	Technology			
1015	RMOW Civic Platform	45,000	8,257	18%
1014	RMOW Geographic Information System (GIS)	63,000	59,919	95%
1001	Computer Systems Replacement	123,250	123,250	100%
1006	Corporate Software	198,800	92,056	46%
1005	Local Infrastructure & Server Room	340,000	157,831	46%
Dept Tot	al: Information Technology	770,050	441,313	

# Summary of Project Expenditures For the year ended Dec 31, 2020 (unaudited)

i or the year on		2020	2020	% of
		Budget	Expenditures	Budget
Corporate an	d Community Services (con't)	-		-
Whistler P	Public Library			
L010	Library Infrastructure & Improvements	46,000	33,699	73%
L001	Library Furniture and Equipment	79,000	15,133	19%
L002	Library Collection	140,000	124,235	89%
Dept To	tal: Whistler Public Library	265,000	173,067	
Meadow F	Park Sports Centre			
M016	MPSC Parking Lot Upgrades	60,000	59,542	99%
M002	Recreation Infrastructure Replacement	143,200	143,200	100%
M001	Recreation Equipment	212,990	212,990	100%
Dept To	tal: Meadow Park Sports Centre	416,190	415,732	
Protective	Services			
C048	Parking Meter upgrades	37,000	29,242	79%
S060	RCMP Building/Protective Services Renovation	60,000	52,927	88%
C071	Emergency Program Initiatives	9,700	9,700	100%
C067	Day Lot Operating Committee Capital Project Fund	277,000	277,000	100%
C072	Electric Vehicle Charging Stations	255,000	67,515	26%
Dept To	tal: Protective Services, 4100	638,700	436,383	
Fire Rescu	ue Service			
X112	Fire Hall 1 Spatial Needs Analysis	40,000	10,500	26%
S013	Firefighting Equipment Replacement	126,000	125,647	100%
Dept To	tal: Fire Rescue Service	166,000	136,147	
<b>Division Tota</b>	II: Corporate and Community Services	1,517,890	1,188,084	78.3%
Total		32,065,008	21,611,514	67.4%

# **INVESTMENTS**

Investment holdings of the Municipality at December 31, 2020, had a value of \$81,167,498. A list of investment holdings and yields is provided below.

The Municipality holds investment balances in order to earn investment income on funds that are not currently required for operations, projects or capital purposes. The types of investments available to the municipality are limited by section 183 of the *Community Charter* to include only those publicly available investment vehicles of the lowest possible risk. Funds held for capital purposes often make up the largest portion of the investment holdings; these amounts represent savings accumulated over time that will typically not be expended until years in the future. Operating cash balances also exist, particularly in 3Q when most property tax payments are received by the Municipality. Conversely, investment holdings are often at their lowest in the months just prior to the property tax collection date.

Investment income, including changes in market values, for the year ended December 31, 2020 was \$3,637,200 (unaudited). This represents 152 per cent of the total budgeted investment income for the year. Reported interest income currently includes market value changes, while the budgeted amount reflects interest income only. Future investment income is dependent upon stated yields as well as market conditions at the time. Most investment income is allocated to reserves to fund future expenditures with some allocated to operations throughout the year.

<u>lssuer</u>	<u>Book Value</u>	<u>Maturity</u>
BlueShore Credit Union	2,500,000	3/12/2021
BlueShore Credit Union	3,000,000	4/1/2021
Bank of Montreal	2,150,000	6/1/2021
Bank of Nova Scotia	2,974,500	12/2/2021
Nat'l Bank of Canada	1,998,000	3/18/2022
Royal Bank of Canada	2,979,000	3/21/2022
Province of Nova Scotia	3,000,000	6/1/2022
Canadian Western Bank	3,000,000	2/16/2023
Province of Manitoba	2,731,259	3/5/2024
Kootenay Credit Union	3,000,000	7/24/2024
Canadian Western Bank	5,000,000	7/26/2024
Province of British Columbia	1,510,868	12/18/2027
	33,843,627	-
Gov't Bond Index iShares	7,842,212	
MFA Short Term Bond Fund	39,481,659	=
Total Investments	81,167,498	



#### THE RESORT MUNICIPALITY OF WHISTLER

Host Mountain Resort 2010 Olympic and Paralympic Winter Games

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# **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-031
FROM:	Corporate and Community Services	FILE:	0500-00
SUBJECT:	WHISTLER 2020 DEVELOPMENT CORPO	RATION PAP	RTNERING AND CREDIT
	LINE 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 direct staff to execute the Partnering and Credit Line Agreement documents substantially in the form presented in Appendix A; and further,

**That** Council direct staff to give notice of the Resort Municipality of Whistler's intent to enter into a Partnering and Credit Line Agreement with Whistler 2020 Development Corporation (WDC) consistent with Part 3 of the *Community Charter*.

# REFERENCES

- Appendix A Partnering and Credit Line Agreement between RMOW and WDC (Partnering Agreement)
- Appendix B WDC Correspondence dated March 29, 2021 from Development Manager, Neil Godfrey

#### PURPOSE OF REPORT

The purpose of this Report is to seek Council's authorization for RMOW to execute a Partnering and Credit Line agreement with WDC in support of the financing associated with the development of a new employee restricted (EH) apartment complex and the associated delivery of developed lots for sale into the market. This new development is on Parcel A in Cheakamus Crossing which is part of what is collectively known as Cheakamus Crossing Phase II (CCII). The Partnering and Credit Line Agreement governs the lending relationship between RMOW and WDC.

Although the WDC is a corporate entity wholly-owned by the municipality with a specific operating mandate, it is also a "business" as defined by the *Community Charter*, so a mandatory Partnering Agreement is required prior to the transfer of any incremental funds between the organizations. The Partnering and Credit Line Agreement attached as Appendix A satisfies both requirements.

## Partnering and Credit Line Agreement: Process

On December 1, 2020, the Director of Finance of the RMOW presented to Council a summary of the financial components of WDC's proposed CCII project plan. The current project plan was included, along with additional information provided by the WDC Board of Directors at RMOW's request, in Administrative Report to Council No. 20-121.

At the meeting, Council moved the following resolutions:

"**That** Council direct staff to include the \$10 million Unsecured Credit Line requested by WDC within the 2021 year of the draft RMOW 2021-2025 Five Year Financial Plan that will be considered by Council later this month," and

**"That** Council direct staff to prepare Unsecured Credit Line Agreement documents, including relevant terms and conditions to outline the repayment structure and associated schedule, as well as the new credit line's relationship to the existing WDC liability," and

**"That** Council direct staff to return to an upcoming regular council meeting as soon as is possible for further Council consideration of the Unsecured Credit Line Agreement."

This first resolution was addressed with the inclusion of the \$10 million credit line in RMOW's 2021 Budget Guidelines (Administrative Report 20-129 - Appendix A) and the resulting Five-Year Financial plan.

This report addresses resolutions two and three above.

# DISCUSSION

In support of WDC's ongoing work in the Cheakamus Crossing neighborhood to deliver 100 new units of EH housing, RMOW has been asked to prepare documents in support of a \$10 million dollar extension of credit to the WDC. There are many factors to consider in contemplating such an agreement. One is the importance of employee housing to this Council and to the community. Another is the RMOW's responsibility to be a fiscal steward to the community's shared financial resources. The size and value of these projects, and the spending involved, is sufficient to meaningfully impair the municipality's core financial position if the arrangement is not well executed.

#### Total Project Costs & Affordability Subsidy

According to the WDC project plan, it is anticipated that the cost to develop these new resident restricted rental apartment buildings and the associated market lots will be approximately \$43 million. Every EH unit, whether delivered via an RMOW subsidiary or a third-party builder, requires subsidization of some sort. In other words, EH units cost more to deliver to the community than is reflected in their sales prices or associated rents. The difference between cost and the realisable value on completion is offset using different approaches:

- 1. In a mixed (market/affordable housing) development, a portion of the profits from market unit sales covers the shortfall on affordable units.
- 2. Grants and forgivable loans are often available to not-for-profit entities that undertake affordable housing projects.
- 3. Employee housing reserve balances can be committed to support this work as has been done in the past.

4. Other/one-off support as was the case in the first phase of the Cheakamus Crossing development (CCI) which included VANOC (Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games in 2010) support, and with MRDT Online Accommodation Provider (OAP) revenue more recently.

In the case of this current project, CCII total estimated costs of \$43 million are to be offset by anticipated realizable value for the 100 EH units of \$39 million. The funding model in this case most closely resembles #1 above. The difference between those two numbers (costs and proceeds) is to be funded by market lot sales from Parcel D3 of CCII. Also funded by D3 lot sales will be previously incurred (and still outstanding) subsidy amounts for units constructed in the first phase of the Cheakamus crossing development (CCI), as well as spending incurred in pursuit of positive EH outcomes in 2018 and 2019. A final \$6 million<sup>1</sup> in net profits from the D3 market lot sales proceeds is anticipated to move into the Cheakamus Crossing Affordable Employee Housing (CCAEH) Reserve fund at the conclusion of this project to help fund future EH projects. Note that the transfer of these net profits from the development of D3 market lots to the CCAEH Reserve is a mandatory requirement under the terms of the Community Land Bank Agreement with the Province.

"...there shall be deposited to the credit of the Cheakamus Crossing Affordably Employee Housing Reserve Fund the Profit from Market Housing." (CLBA, s.4)

In supporting this lending arrangement between RMOW and WDC, Council understands the interconnectedness of the market lot sales and the project itself and further understands that moving one forward without the other is not a viable approach. The Partnering and Credit Line Agreement is structured such that the subsidy amounts will only fall to Whistler taxpayers if market lot sales do not meet their objectives as outlined in the Project Plan. This is an important safeguard for Whistler taxpayers.

# Why are other Funding approaches not available?

How did it come about that the CCII project will follow path #1 above when other EH developments led by RMOW subsidiaries have taken other approaches? What's the difference this time?

Housing Reserve funds (#3 above) are the first and most appropriate source of funding for EH projects. These funds are designed for exactly this purpose. RMOW has established two different types of these reserves over time:

- The Employee Housing Works and Services (EHWS) Reserve receives fees collected by the RMOW from new or redeveloped properties. Balances in this fund grow slowly over time, particularly as the community is increasingly built out. From 2005 through to 2018, ~\$787,000 was generated for EH initiatives through the Works and Services levy, and \$0 since 2018. This reserve provided meaningful support in 2016 to EH projects that were under way at that time. A small amount that had accumulated since 2016 was transferred in 2019 to WDC in support of Parcel A. Today the EHWS Reserve is effectively empty, and is expected to remain so through the duration of this project.
- 2. The Cheakamus Crossing Affordable Employee Housing (CCEAH) Reserve was established to receive profits from the first WDC development (CCI). In consultation with the Province, the existing reserve Bylaw is being updated for the CCII project to ensure that it aligns with the RMOW's rights and responsibilities as outlined in the CLB governing documents. This

<sup>&</sup>lt;sup>1</sup> Note that the information provided in the March 29<sup>th</sup>, 2021 letter from WDC's Development Manager suggests that more recent project cost estimates may decrease the expected net profit by approximately \$2.4 to 2.7 million (from \$6 million to between \$3.3 and \$3.6 million).

Reserve has not yet received any proceeds. As such, there exist no resources in either Employee Housing Reserve Funds today to support this planned development.

It is understood that WDC will continue to work toward grant funding (#2 above), but at this time there are no secured grant awards associated with the Parcel A project. Further information is expected from BC Housing with respect to this grant in May of this year.

Regarding outside funding (#4 above), the RMOW has, since 2019, committed 100% of the municipality's share of MRDT OAP revenues to providing funding in support of the Parcel A project and this funding approach will continue through the end of 2021. Tourism Whistler also committed its share of 2019 MRDT OAP to support the Parcel A project. The total amount of MRDT OAP funding flowing to WDC from OAP sources was \$1.3 million in 2019 and is anticipated to be approximately \$0.8 million for the years 2020 and 2021, for potentially \$2.1 million in total non-repayable funding to this project. This is certainly a meaningful amount but is not sufficient to fund the entire subsidy required of the project.

#### Construction Financing: Size and Timing

In addition to final outcomes of this project (i.e. total planned costs and proceeds, as outlined above) execution of the plan must also consider interim financing. In this case, proceeds from market lot sales arrive later in time than when costs are incurred. In addition to unit subsidies, consideration must also be given to funding the associated differences in the timing of the respective cash flows.

WDC will rely upon borrowing to fund the bulk of the project's associated construction costs of \$43 million. The current project plan captures construction activities beginning in early 2021 and under the current project plan is anticipated to conclude at the end of 2022. Borrowing will be repaid with the proceeds from lot sales and from proceeds realised from either the sale of apartment units in the apartment buildings, or the proceeds from mortgage borrowing to be supported by future rents. Consistent with the current CCII project plan, repayment of construction-related debt is anticipated to begin in the first or second quarter of 2022 and be complete by the end of that year.

Because the timing of building construction and market lot sales are planned to overlap in 2022, the current project plan does not anticipate that the full \$43 million in construction costs will need to be borrowed. Rather, the planned pace of construction and associated spending will mean that WDC must borrow approximately \$20.2 million in 2021 and another \$8.1 million in the first half 2022 to support its planned activities. Another \$14.7 million in 2022 spending is anticipated to be funded directly with proceeds from lot sales.

Because the timing of lot sales in particular will ultimately be dependent on a number of variables outside of WDC's control (including future prevailing market conditions, and demand for that specific product), the specific timing of receipt of lot-sale proceeds in the final year of the project cannot be known with certainty. As a result, the level of debt funding required in the first and second half of 2022 could be different than the amounts described above.

The maximum potential construction debt load outlined in the project plan is \$37 million. Also contemplated are scenarios in which lot sales begin as early as 2Q22, in which case interim debt would be no greater than \$21 million. The existing Agreement has been structured to allow for up to \$43 million in total debt with \$10 million coming from the RMOW Credit Line and \$33 million from third-party lenders. This has been done to afford WDC flexibility beyond what has been

contemplated in the Project Plan. This structure enables WDC to complete the entire project if necessary before any proceeds from sale are received.

#### Third-Party Borrowing

The \$10 million Credit Line will be the first funding that WDC accesses in support of CCII (not including MRDT OAP revenues discussed above), and it is expected that this will be the last amount to be repaid. The project plan contemplates that this amount will be fully drawn by 3Q21 at which point WDC will have identified other lenders, and will proceed to draw the remaining necessary borrowing from them. In order to afford WDC the flexibility to access funding from these third party lenders, RMOW has made some important concessions compared to what would be normal in this type of the agreement. RMOW is not requesting a mortgage assignment as security, for example, on the understanding that this is security that must remain available for subsequent lenders. Also, the maturity date on the Credit Line aligns with the anticipated final completion date for the project. This allows for other lenders to be fully repaid from lot sale proceeds, before the RMOW is repaid.

## Existing Debt

At the end of 2019, there remained a \$9.37 million shortfall related to the development of CCI and subsequent RMOW directed transactions. The RMOW agreed beginning in 2010 to advance taxpayer funds in order to cover the existing shortfall in order to support timely delivery of CCI EH inventory. These advances were made with the understanding that the money would be repaid to municipal reserves, from CLB proceeds, at the first opportunity. The WDC Board is understood to have remained committed to paying down the debt throughout this period of time.

There were a number of factors that have each contributed to the current outstanding debt balance. The first relates to work on the CCI lands. The shared understanding at the time the RMOW entered into an agreement to repay the Municipal Finance Authority loan, and thereby act as a temporary lender to the project was that the project would relatively quickly generate sufficient revenue to fully cover its costs, and that at that time the RMOW would be fully repaid. However, at the conclusion of 2017, RMOW had paid from its own funds \$7.89 million of the project's revenue-cost shortfall. Reasons for this include:

- The Whistler real estate market softened between 2013 (at that point, the CCI project plan still anticipated that market sales would cover the full cost of that project) and 2017 (the time when associated CCI market sales were complete). Selling into a weak market meant that realised market sales values fell short of what was initially expected in the project plan. The amount of this shortfall was approximately \$4.21 million.
- 2. Two parcels of land that were identified as "for sale" market lots in the CCI project plan (2013) were later (2017) identified as desirable as sites for additional EH projects. The value assigned to these lots (now 1020 Legacy Way and 1310/1330 Cloudburst Drive) in the project plan, and the corresponding amount of shortfall created by this decision to not sell the sites to the market was approximately \$3.68 million.

Between 2017 and 2019 this amount owing continued to grow, for two additional reasons:

3. Interim interest accrual on the debt, reflecting some of the actual costs that fall to the RMOW as a result of having advanced the money. Specifically, investment instruments that normally would be generating interest income for the RMOW were liquidated and that interest revenue is no longer available to support municipal works. This amount was \$0.26 million at the end of 2019. Note that charging interest ensures the RMOW remains in integrity with the understanding throughout the community that no tax payer funds are

used to subsidize the employee housing development within the Cheakamus Crossing neighbourhood.

4. Cost of additional work that work that was undertaken in 2018 and 2019 on EH initiatives on the Cheakamus Crossing and CLBA lands. This included work related to the Home Heating Systems in CCI properties (\$870,000) and work related to CCII planning (\$287,013). The 2019 payment of \$870,000 was supported by a WDC Promissory Note as well as a Partnering Agreement between the RMOW and the WDC.



Because these amounts are due to be repaid to the RMOW from CLB revenues, and because time is of the essence in all RMOW interparty lending arrangements, the outstanding debt amounts are being included in this current Partnering and Credit Line agreement, to be repaid from CLB revenues at the earliest opportunity. Once RMOW's advanced amounts (which represent EH project costs, some from longer ago) are repaid, any additional CLB revenues will be deposited in the CCAEH Reserve. This Reserve is the ultimate recipient of net profits from all CLB lands, and is designed to fund additional EH development on CLB lands in the future consistent with the terms of the Community Land Bank Agreement.

# Debt forgiveness

RMOW understands that WDC would prefer for some of the existing outstanding debt to be forgiven in the course of negotiating this new credit line. It is further understood that there have been past discussions around potential forgiveness of the debt between WDC and previous RMOW staff which has resulted in uncertainty in how the debt is to be managed or handled going forward. RMOW staff understand the lack of clarity these previous discussions provided to WDC on the debt, however, partial forgiveness of the loan is not recommended for several reasons as outlined below.

Any reduction in amount owing would mean that the D3 sales would generate more net profit, and that the balance in the CCAEH Reserve at the conclusion of this project would be higher. The \$6 million previously discussed would become some greater number. The amount by which it would be greater would match the amount of debt forgiveness. This additional amount in the CCAEH would

effectively be a direct contribution of taxpayer funds to employee housing at Cheakamus Crossing – this is counter to the current approach to employee housing initiatives.

Why is that? The CLB is clear on the definition of profits from development on CLB land: net proceeds minus net costs. There's a very clear test for costs (invoices for work) and proceeds (revenues received from sale of assets). These figures undergo audit review each year, and each the year leaders of both the WDC and the RMOW review and approve the resulting financial statements. So agreement on costs and proceeds is straight forward. It is expected that CLB works (including CCI and CCII) will have recorded a combined \$6 million in net profit at the conclusion of CCII<sup>2</sup>. This profit must (per the CLBA) move into the CCAEH Reserve. RMOW can choose to contribute additional funds to the reserve for any reason, at any time. This is the choice at the heart of the debt forgiveness conversation: does the RMOW wish to contribute additional/taxpayer funds to the CCAEH reserve? By way of reminder, all of the money that composes the interparty debt came into the RMOW's possession through taxpayer requisition. It left the RMOW's accounts when it was used to make payments for things on behalf of WDC's EH works. The final step ought to be that the money comes back to the RMOW where it would take the form of liquid funds held on behalf of taxpayers for municipal purposes (i.e. would increase the amount in RMOW's general reserves to be used for future municipal asset replacement and project delivery).

Recall that in both 2020 and 2021 the municipality has made the choice to under-requisite, collect a smaller amount in taxes, relative to the actual cost of delivered services. This choice was made in order to temporarily and in a small way constrain costs for local property owners in their time of pandemic-related need. This decision is necessarily accompanied by an offsetting need to collect those same amounts in future years. To add to that a one-time spend on EH that could number in the millions of dollars is a decision with great consequence for the community.

Also worth noting are the steps that would need to follow this type of spending decision. Per section 183 of the Community Charter, an expenditure can only be authorized via the Financial Plan. The \$10 million credit line has in fact been included in the existing Plan, but any debt forgiveness expenditure would need to be newly introduced via a Financial Plan Bylaw Amendment. Further, because this type of expenditure qualifies as assistance to business under section 25(1) of the Community Charter, a new Partnering Agreement (meaning different from the one presented today) would also need to be created, and this agreement would require that WDC provide a new service on behalf of the RMOW. This legislative process will require some amount of time to implement. This same statutory process is required any time the RMOW chooses to transfer municipal funds to the WDC. Each time a Partnering Agreement must be developed and executed, and all public notification requirements must be fulfilled.

# Timeliness of Debt Repayment

RMOW also understands that WDC would like to consider a scenario in which the debt might not be repaid at the conclusion of this Project, but at some other point in the future. Land appreciates in value more quickly than cash, so wouldn't the community be better off to constrain land sales in the present and sell them as some future time when they have substantively increased in value? An answer to this question can also be found in the Community Charter. Section 183 speaks to the investment of municipal funds that are not required for immediate use. Section 183 would be applicable to the current amount owing under the existing debt. These funds can only be invested in eight listed types of publicly-traded fixed-income securities with the lowest possible risk profile.

<sup>&</sup>lt;sup>2</sup> Note that the information provided in the March 29<sup>th</sup>, 2021 letter from WDC's Development Manager suggests that more recent project cost estimates may decrease the expected net profit by approximately \$2.4 to 2.7 million (from \$6 million to between \$3.3 million and \$3.6 million).

There are in fact a whole variety of investment vehicles and asset classes, land and others that are potentially higher-return but not an available option to municipalities. The RMOW does not have the flexibility to choose to invest municipal funds in land speculation. The debt, therefore, must be repaid as outlined in the Agreement. A great amount of flexibility has been considered that would fairly account for reasonable delays in construction or land sales. But leaving the debt outstanding beyond the horizon outlined in the documents is not an investment option available to municipal governments.

The letter from WDC Development Manager dated March 29, 2021 suggests a preference by the WDC for the Credit Line to be shifted to a longer term revolving line of credit such that WDC could draw from the municipal financial reserves up to \$10Mm, repay some portion of it over time, and then redraw these funds again at their discretion in support of additional future potential EH projects in the CCII Upper Lands. This approach is not consistent with the CLBA. Rather, the CLBA is specifically structured such that any net proceeds from any phase of the project are held in the CCAEH Reserve. This Reserve must be structured consistent with Provincial direction as agreed to within the CLBA (see associated Council Report April 6<sup>th</sup>, 2021) and all WDC/RMOW accounting of development proceeds are bound to follow this structure. It is worth noting that the net outcome is the same. The proceeds of CLB land development are held in trust within the CCAEH Reserve specifically for the purpose of supporting the development of future EH projects on CLB lands.

## Summary & Important Terms

In extending this borrowing, RMOW must keep foremost in mind its obligations to the community as a whole. Specifically the role of prudently safeguarding the community's financial resources. Employee housing is of course one of the most pressing matters facing Whistler today. The RMOW shares responsibility for addressing this issue with those who benefit from having a robust local workforce. Local employers for example and property developers should work actively with the RMOW toward a broad suite of EH solutions. In many cases, they are. Housing that is purpose-built by RMOW subsidiary corporations is but one of a handful of tools at Council's disposal to improve outcomes for resident employees.

CCII is an example of a development undertaken directly by an RMOW subsidiary corporation to bring new EH inventory online. This will be the fifth housing project of this type, for a total planned addition of 216 units and 466 beds, undertaken by RMOW subsidiaries since 2018. This tool can indeed be very effective, but from the perspective of RMOW fiscal responsibility, it is also the highest risk. The RMOW must take into account the effects of recent building activity on its consolidated financial position when considering the extent and nature of its involvement in Parcel A. The RMOW finds itself in a very different position today than in 2015 for example. Meaningful improvements have been made in the EH rental stock controlled by subsidiary corporations in that time. In order to achieve that, EHWS Reserves funds were put to work and are no longer available. Consolidated debt is at levels well beyond what has been the case for this community in the past. RMOW remains as committed as ever to EH initiatives but finds itself today with a narrowing range of options for direct participation in EH initiatives that meet the fiduciary responsibility test.

The attached lending document seeks to balance the importance of this project work in meeting community goals with the RMOW's responsibility to be a responsible steward of the community's shared financial resources.

The form of the current Partnering and Credit Line Agreement has resulted from a series of exchanges (and a total of seven versions of the Agreement) in which changes were proposed, discussed and a general mutual agreement to terms established. Important terms and conditions

noted in the agreement are as follows. This is a non-exhaustive list of the elements of the credit line and seeks to describe and explain each item in standard terms. These descriptions do not replace the wording in the agreement itself (attached as Appendix A):

1. Security

The credit line is an <u>unsecured</u> debt. A project lender will normally take a mortgage position on the property in question, which means that any non-repayment of debt would result in the transfer of the property title to the lender. In such a way the lender minimizes their risk of financial loss. The proposed structure of this credit line does not protect the \$10 million in capital with this type of mortgage security. This approach ensures that the mortgage security remains free for WDC to commit to a subsequent lender. This approach also increases the RMOW risk associated with the lending significantly.

## 2. Existing Debt

At the end of 2019, WDC owed to the RMOW \$9.37 million; this debt is included in this agreement. This is being done in order to create consistency between the RMOW-WDC borrowing agreements and to ensure that the collective profits from the sale of market lands are clearly defined and consistent with the language contained in the CLB Agreement with the Province. The terms in this credit line agreement will govern all of the RMOW-WDC debt going forward.

## 3. Interest Rate

The interest rate on the debt is set at the Municipal Finance Authority rate then prevailing for debt of similar size and duration, or zero, whichever is higher. This rate reflects most closely RMOW's actual cost of funds (meaning, the realised return on its investment portfolio), without any value assigned to the risk undertaken by the RMOW in extending this credit. This approach is taken in order to ensure that municipal ratepayers bear no direct costs in supporting this project, and to minimize costs to WDC in proceeding with the project. This rate is well below what is available to WDC from outside lenders at this time.

#### 4. Credit Line Advances

WDC will have access to the credit line within a set period of time and following proper notification (ten days for first advance, five days thereafter). Credit Line Advances are also precedent on the receipt by RMOW from WDC of regular and complete quarterly reports. This is included in order to ensure that progress on the project proceeds as expected.

#### 5. Encumbrances

Noted in the agreement is the potential for another \$33 million in project-associated debt to be assumed by WDC. As noted above, the actual amount could be significantly below this threshold but in no case should it be higher. This approach allows WDC the maximum possible amount of flexibility on timing of asset sales through the duration of the project, while still holding the proposed project budget firm.

# 6. Maturity Date

WDC commits to repaying the entire amount of debt on or before December 30, 2022. This aligns with WDC's current project plan.

# 7. Repayment

WDC anticipates generating significant proceeds from the project, via the associated market lot sales, beginning in late 2021 or early 2022. These proceeds will go first to fund in-period construction costs (which will continue through 2022) and next to third-party lenders. Only

when other lenders are repaid in full can RMOW fairly expect to begin to receive repayments from WDC project proceeds. In all but one of the scenarios outlined in the current project plan, this repayment falls entirely in 4Q22 and so the repayment schedule reflects this expectation. Consistent with the CLBA with the Province, all net proceeds beyond the repayments noted above are to be held in the CCAEH Reserve at the municipality. This is a requirement of the agreements with the Province, and to do otherwise could constitute default of the CLBA by the municipality and WDC.

With the understanding that delays are always possible, the Agreement also includes a mechanism for two separate loan extensions. The first would grant WDC an additional six months from the original maturity date to make full repayment. A second extension is possible to extend maturity as late as December of 2025. This second extension is accompanied by an administrative fee, structured to reflect the fact that making a decision to extend repayment date incurs real costs for the municipality and ought to be undertaken only in unusual circumstances.

Section 23 of the *Community Charter* enables Council to make agreements with a public authority, including an agreement for the purpose of lending funds to the public authority. The WDC is considered a public authority and so the RMOW can lend the funds to the WDC provided that a Partnering Agreement is in place. This Partnering and Credit Line Agreement serves both of these purposes.

## Further Background: Project Overview, Development & Zoning

WDC, a wholly owned subsidiary of RMOW, was incorporated in 2004 by the RMOW to design, finance, develop, construct, market, sell and lease housing and commercial space on certain municipal lands.

WDC is currently in the process of advancing a new development in the Cheakamus Crossing neighborhood. CCII includes two new EH apartment buildings with a total of 100 dwelling units on Parcel A; an extension of Mount Fee Road, along with associated infrastructure, streetscape, trail and public spaces; as well as the development of 17 for-sale market single family and duplex lots on Parcel D3. Further detail on the development itself can be found in Administrative Report 20-088 relating to Development Permit 1760, as approved by Council on September 15<sup>th</sup> 2020.

As noted above, in addition to the apartment buildings, WDC is planning to prepare for sale, and to bring to market in 2022, 17 serviced lots on the Parcel D3 lands. Market lot sales are allowed in specific circumstances as detailed in two key Provincial agreements: the CLB Agreement, and the Bare Trust and Agency Agreement. WDC and RMOW are working together to ensure that the conditions pertaining to this project and this property are met in a timely fashion. A Public Hearing was held on January 26<sup>th</sup> 2021 for Zoning Amendment Bylaw No. 2298, 2020 related to the parcelization of Cheakamus Crossing. This Cheakamus Crossing parcelization was later adopted by Council on the Regular Meeting of March 16<sup>th</sup> 2021. The adoption of this Bylaw represented a critical milestone to both the construction of the EH buildings and to the sale of market lots on the adjacent lands.

# **OTHER POLICY CONSIDERATIONS**

While the Credit Line Agreement governs the proposed lending in support of this project, a number of policy considerations will also be critical to its progress and ultimate success. Zoning and Development Permit work is under way and has been described above. A Reserve Bylaw

Whistler 2020 Development Corporation Partnering and Credit Line Agreement April 6, 2021 Page 11

Amendment is also in progress. This reserve will capture net proceeds from this project as is required by the CLB Agreement.

# COMMUNITY ENGAGEMENT AND CONSULTATION

The concepts and approach for the next phase of Cheakamus Crossing employee housing development were shared with the community late in 2018 at an Open House, with Parcel A identified as a priority parcel followed by the lower lands. The Open House showed the scale of the housing opportunity available including preliminary designs, and was hosted prior to any decisions with regard to progressing any of the projects. WDC provided an update to the public on the Parcel A project in a delegation to Council on November 17, 2020. A Public Hearing was held on January 26, 2021 for Zoning Amendment Bylaw No. 2298, 2020 related to the parcelization of Cheakamus Crossing.

Notice of the RMOW's intent to enter this Credit Line Agreement must be posted for two consecutive weeks in the local paper consistent with Part 3 of the *Community Charter* prior to provisions of any associated Credit Line funds.

## SUMMARY

This Report requests Council's direction to give notice of RMOW's intent to enter into a Partnering Agreement with WDC consistent with Part 3 of the *Community Charter* and to direct staff to execute the Partnering and Credit Line Agreement outlined in Appendix A between the RMOW and WDC in support of the financing and development of a resident restricted rental apartment complex at Parcel A in Cheakamus Crossing Phase II, and the associated market inventory that supports the associated development expenses.

Respectfully submitted,

Carlee Price DIRECTOR OR FINANCE

For

Ted Battiston GENERAL MANAGER, CORPORATE AND COMMUNITY SERVICES

# PARTNERING AND CREDIT LINE AGREEMENT

**Cheakamus Crossing Phase 2** 

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2021,

BETWEEN:

## **RESORT MUNICIPALITY OF WHISTLER**

4325 Blackcomb Way Whistler, B.C. V8E 0X5

(the "RMOW")

AND:

# WHISTLER 2020 DEVELOPMENT CORPORATION

P.O. Box 278 Whistler, B.C. V0N 1B0

("WDC")

#### WHEREAS:

- A. WDC is a wholly-owned corporation of RMOW and proposes to construct a housing development (the "**Development**") comprising employee-restricted and market rental and for-sale housing and building lots, on a portion of the 'Lands' as defined in the Municipal Services Agreement between the parties dated August 18, 2006, which are currently legally described as Parcel Identifier: 026-772-213, Block A, District Lot 8073, Group 1, New Westminster District, Except: Plan EPP277, generally in accordance with the Project Plan;
- B. WDC has requested that the RMOW make available to WDC a line of credit of up to ten million dollars (\$10,000,000) toward development and construction costs of the Development;
- C. RMOW may, pursuant to Section 21 of the *Community Charter*, provide assistance to a business or other entity through a partnering agreement for the provision of a service on behalf of the RMOW. The RMOW created WDC for the purpose of designing, financing, developing, constructing, marketing and selling or leasing housing and commercial space on the Lands;
- D. RMOW has published notice of the assistance under section 24 of the *Community Charter*.
- E. WDC also owes RMOW \$9,369,733.00 (the "**Existing Debt**") and will repay the Existing Debt in addition to the monies advanced to WDC by the RMOW under this Credit Line Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

# 1. INTERPRETATION

# 1.1 Definitions

In this Agreement unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) **"Agreement**" means this agreement including the recitals and the Schedules hereto, as amended from time to time in accordance with this agreement;
- (b) **"Business Day**" means a day other than a Saturday, Sunday, statutory holiday in the Province of British Columbia, Boxing Day or Easter Monday;
- (c) **"Construction Lien Legislation**" means applicable legislation in respect of construction liens, mechanics' liens, builders' liens or renovation liens;
- (d) "Credit Line" has the meaning given in Section 2.1 of this Agreement;
- (e) "Environmental Laws" means all federal, provincial and local government laws, statutes and ordinances now or hereafter in effect relating to protection of the environment, public health and safety, health and safety of the workplace, and on-site or off-site contamination, including without limitation all common law and the Canadian Environmental Protection Act (Canada), the Fisheries Act (Canada), the Workers Compensation Act (British Columbia), the Environmental Management Act (British Columbia) and all rules, regulations, policies and criteria promulgated thereunder from time to time;
- (f) "Environmental Notice" means any claim, citation, directive, request for information, statement of claim, notice of investigation, letter or other written communication with respect to the application of Environmental Laws from any Governmental Authority;
- (g) "Event of Default" has the meaning given in Section 13.1 of this Agreement;
- (h) **"First Credit Line Advance Date"** has the meaning given in Section 2.1 of this Agreement
- (i) **"Governmental Authority**" means any federal, provincial, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;
- (j) **"Hazardous Substance**" means any substance which is regulated under Environmental Laws, including any hazardous product, contaminant, toxic substance, deleterious substance, radioactive substance, a pollutant, waste, special waste, dangerous good or reportable substance;
- (k) "Interest Rate" has the meaning given in Section 4.1 of this Agreement;
- (I) "Lands" means that portion of Block A District Lot 8073 New Westminster District Group 1, Except Plan Epp277 that includes Parcel A, Parcel D3, and the "Mount Fee" roadway between Parcel A and Parcel D3, all as described in the Project Plan, as the same may be subdivided or dedicated in connection with the Development;

- (m) "Lien" means any mortgage, lien, charge, hypothec or encumbrance, whether fixed or floating, or any security interest, statutory lien, prior claim, license, reservation, restriction, restrictive covenant, tax, claim for lien, legal hypothec and certificate of action under Construction Lien Legislation, or order or judgment issued by any court or execution, on, in or against title to the Lands;
- (n) **"Maturity Date**" means the second anniversary of the First Credit Line Advance Date, or a later date determined in accordance with this Agreement;
- (o) "Permitted Encumbrances" has the meaning set out in Schedule A;
- (p) **"Person**" or "**person**" means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a Government Authority;
- (q) "Project Plan" means the Parcel A Project Plan dated September 2020 and included in the WDC 2020 Business Plan, a copy of which is on file in the office of the RMOW Corporate Officer, as the same may be amended from time to time by amendment or replacement of WDC's business plan as approved by the RMOW;
- (r) **"Release**" includes releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, depositing, introducing, migrating, disposing or dumping or allowing or permitting any of the foregoing to occur, and when used as a noun, will have a similar meaning;
- (s) "Security" has the meaning given in Section 6; and
- (t) "Tax" or "Taxes" includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including income, capital, withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local area service, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges) together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges.

# 1.2 Headings

The division of this Agreement into sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

# 1.3 Currency

All transactions referred to in this Agreement will be made in lawful currency of Canada.

# 1.4 Singular, Plural, Gender and Person

Wherever in this Agreement the context so requires the singular number shall include the plural number and vice versa and words importing gender shall be deemed to include all genders.

#### 1.5 Statutes

Each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

#### 1.6 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any reference to this Agreement shall mean this Agreement including such schedules:

Schedule A - Permitted Encumbrances Schedule B - Form of Promissory Note

#### 1.7 Statutory references

Unless otherwise specified, a reference in this Agreement to a statute is deemed to be a reference to that statute, and to the regulations made under that statute, as amended or re-enacted from time to time.

#### 1.8 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in Whistler, British Columbia.

#### 2. ADVANCES

#### 2.1 Credit Line Advances

Subject to the provisions of this Agreement, the RMOW agrees to provide assistance to WDC by making available to WDC a credit line in the sum of \$10,000,000 ("**Credit Line**"). The first advance of the Credit Line will be made within 10 days after receipt by the RMOW of the Security and a written request (a "**Progress Draw Request**") for an advance signed by the WDC's General Manager, or other person authorized by the board of directors of WDC if the board has delivered written notice of the authorized person to the RMOW's Director of Finance (the "**First Credit Line Advance Date**"). Provided an Event of Default has not occurred, further advances of the Credit Line will be available, and will be advanced by the RMOW to WDC from time to time not less than five Business Days after receipt by the RMOW of each further Progress Draw Request. Any amounts repaid by WDC on account of principal will not be available for re-advance prior to the Maturity Date.

## 2.2 Condition Precedent to Credit Line Advances

Every advance of the Credit Line under Section 2.1 is expressly subject to the prior delivery by WDC to the RMOW 's Chief Administrative Officer its most current and complete quarterly report in the form approved by the RMOW prior to the execution and delivery of this Agreement if the same has not previously been delivered to RMOW.

# 3. PURPOSE

#### 3.1 Credit Line

WDC will provide a service on behalf of the RMOW, being construction and development of the Development in accordance with the Project Plan. WDC will use the Credit Line to pay costs of construction and development of the Development in accordance with the Project Plan, and for such other purposes as may be agreed to in writing by the RMOW in its sole discretion.

# 4. INTEREST RATE, CALCULATION AND PAYMENT

### 4.1 Interest Rate

The RMOW and WDC agree that for the purposes of this Agreement "Interest Rate" means that variable interest rate charged at the relevant time or for the relevant period by the Municipal Finance Authority to the RMOW from time to time, if the RMOW were to borrow the principal amount of the Credit Line from the Municipal Finance Authority, provided that for the purposes of this Agreement the rate shall always exceed zero (0%) per cent.

## 4.2 Payment of Interest

WDC will pay in accordance with section 5.1, interest on the unpaid daily balance of the Credit Line calculated in accordance with section 4.3.

## 4.3 Calculation

Interest on the outstanding and unpaid daily balance of the Credit Line will accrue at the Interest Rate, calculated monthly on the 10<sup>th</sup> Business Day of each month and compounded monthly, not in advance, before and after each of maturity, default and judgment, commencing on the First Credit Line Advance Date until the whole of the Credit Line is paid in full. Subject to section 13.2(b), interest will also be calculated as aforesaid and be payable on overdue interest on the same dates as the current interest is paid.

# 5. REPAYMENT OF CREDIT LINE

#### 5.1 Repayment

On or before the Maturity Date, WDC will pay to RMOW the outstanding balance of the Credit Line and accrued and overdue interest. All payments will be applied first to outstanding interest and second to principal.

#### 5.2 Place of payment

WDC will make all payments pursuant to this Agreement to the RMOW at the RMOW's address set out on page 1 of this Agreement in cash or otherwise immediately available funds.

#### 5.3 Pre-Payment

WDC may prepay the outstanding balance of the Credit Line, in whole or in part, at any time and from time to time, without notice, penalty or bonus, but subject to any applicable

fee under section 5.4 (b), and any such payment will be applied in accordance with Section 5.1.

# 5.4 Extension of Maturity Date

The RMOW and WDC may, by mutual written agreement:

- (a) made on or before the date that is two months prior to the Maturity Date, extend the Maturity Date by six months, without payment to the RMOW of any administrative fee or other consideration in respect to the extension; and
- (b) if the Maturity Date has been extended pursuant to Section 5.4 (a), on or before the date that is two months before such extended Maturity Date, extend the Maturity Date by 30 months, and in addition to paying the outstanding principal of the Credit Line and accrued interest pursuant to this Agreement, WDC will also pay the RMOW an administrative fee in the amount of 0.5% of the outstanding principal of the Credit Line with accrued interest, calculated as of the date of payment to the RMOW.

# 6. REPAYMENT OF PRIOR EXISTING DEBT

#### 6.1 Repayment

Without limiting previous partnering and loan or credit agreements between the parties, and in consideration of the RMOW granting extensions on the amounts owing by WDC to the RMOW in the total amount of \$9.37 Million (the "**Existing Debt**") under previous agreements, WDC agrees that on or before the Maturity Date and after repayment in full of the outstanding balance of the Credit Line and interest thereon, WDC will pay to RMOW the outstanding balance of the Existing Debt, together with interest accrued annually and accruing since October 24, 2017, at the Interest Rate calculated and paid in accordance with Section 4.2 and 4.3 of this Agreement.

- 6.2 WDC acknowledges and agrees that as of the date of the making of this Agreement, WDC owes the RMOW the Existing Debt and interest accrued on that debt since October 24, 2017
- **6.3** Nothing in Section 6.1 of this Agreement alters the obligation of WDC to pay the RMOW the Existing Debt and interest thereon.

# 7. SECURITY

#### 7.1 Security

As security for the Credit Line, WDC will execute and deliver, or cause to be executed and delivered, to the RMOW the following documents:

- (a) assignments of any property insurance in respect of the Lands showing the RMOW as loss payee, second in priority only to a registered first mortgagee of the Lands providing construction financing in respect of the Development; and
- (b) a Promissory Note for \$10,000,000 in the form attached as Schedule B;

(collectively, the "Security").

# 8. CONDITIONS PRECEDENT TO ADVANCE OF RMOW'S CREDIT LINE

## 8.1 RMOW not obliged

The RMOW shall have no obligation to advance the Credit Line in whole or in part unless:

- this Agreement, all Security and all other documents required by the RMOW or its counsel, acting reasonably shall have been executed and delivered to the RMOW in form and substance satisfactory to the RMOW, acting reasonably;
- (b) each of the representations and warranties contained in this Agreement is true and correct in all material respects as if made on the dates of advance of the Credit Line;
- (c) no Event of Default shall have occurred in relation to the Credit Line and shall be continuing; and
- (d) in the discretion of the RMOW, acting reasonably, there has been no material adverse change in the financial condition of WDC.

#### 9. REPRESENTATIONS AND WARRANTIES

#### 9.1 Representations and Warranties

WDC represents and warrants to the RMOW that:

- (a) WDC has been duly incorporated and validly exists under the *Business Corporations Act* (British Columbia);
- (b) WDC has full corporate power and capacity to carry out the Development, to borrow the Credit Line and to observe, perform and carry out its obligations hereunder;
- (c) there is no provision in WDC's constating documents or any other agreement or document to which WDC is a party which restricts or limits the powers of WDC to borrow the Credit Line and to secure the Credit Line in the manner contemplated by the Security;
- (d) the Security and every instrument or document delivered pursuant to this Agreement has or will have been duly and validly authorised by all requisite actions of WDC and constitutes legal, valid and binding obligations of WDC, enforceable against WDC in accordance with its terms;
- (e) the Lands, and the operation thereon, will at all times comply in all material respects with all applicable laws, regulations and by-laws (including without limitations all Environmental Laws), and all requisite agreements, licences, registrations, permits, certificates, consents, approvals, privileges or other rights which are required by any Governmental Authority have been issued or obtained without variance or condition and there is no litigation, claim, action, injunctive proceedings or other proceedings pending, or, to WDC's knowledge, threatened with respect to any of such agreements, licences, registrations, permits, certificates, consents, approvals, privileges or other rights;

- (f) WDC has duly and in a timely fashion filed all tax returns required to be filed by it, and has paid all taxes, charges, penalties and interest due and payable by it;
- (g) there are no actions, suits or proceedings pending, or to its knowledge threatened against WDC in any court or before any Governmental Authority which are likely to materially adversely affect the financial condition of WDC or the title of WDC to the Lands;
- (h) all financial and other information provided by WDC to the RMOW was true, accurate and complete in all material respects at the time provided and continues to be true as of the date of this Agreement;
- (i) no Event of Default caused by or related to WDC has occurred and is continuing;
- (j) WDC has disclosed to the RMOW all facts known to it which might reasonably be expected to have a material adverse effect on it or the Lands;

# 9.2 Survival of Representations and Warranties

The representations and warranties of WDC will be true and accurate when WDC signs this Agreement and will continue to be true when the Credit Line is made to WDC in whole or in part and until WDC satisfies in full all its obligations and liabilities under this Agreement.

#### 10. COVENANTS

#### **10.1** Positive Covenants of WDC

Until the Credit Line and interest thereon, the Existing Debt, and any other amounts owing by WDC to the RMOW pursuant to this Agreement are repaid in full, WDC covenants and agrees with the RMOW that WDC will:

- (a) at all times administer, manage, control and operate the Lands in a proper and efficient manner, in accordance with the Project Plan except otherwise agreed by the RMOW in writing;
- (b) observe and perform WDC its obligations contained in this Agreement and in any Security to which WDC is a party;
- (c) promptly inform the RMOW of any fact of which it becomes aware which materially adversely affects or could materially adversely affect WDC or its financial condition or Lands;
- (d) give the RMOW prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (e) preserve and maintain as valid and in good standing its rights, powers, permits, licences, registrations, certificates, and all other approvals or consents required by any Governmental Authority, as well as privileges and other rights in a manner and to a standard consistent with that of a prudent owner and operator and, to the extent that it is prudent to do so, exercise any rights of renewal or extensions of any agreement, licence, registration, permit, certificate, consent, approval, privilege or other right which is necessary for, or material to the continued operation of the Lands and any improvements thereon;

- (f) comply, and shall use reasonable commercial efforts to cause all users, occupiers, invitees or tenants on the Lands to comply, in all material respects with all applicable laws, rules, governmental restrictions and regulations in respect of the Lands or otherwise (including, without limitation, all Environmental Laws and all fire codes in accordance within the time frames required thereby);
- (g) notify the RMOW promptly in the event of any violation of Environmental Laws by WDC or any user, occupier or tenant of the Lands or portion thereof owned by WDC from time to time, including any Release of any Hazardous Substance in, on, or under the Lands and shall promptly forward to the RMOW a copy of any claim, writ of summons, complaint, Environmental Notice, application or any other communication or report in connection with any violation of any Environmental Law or Release or presence of any Hazardous Substances in, on or under the Lands or any other matter relating to Environmental Laws at the Lands;
- (h) maintain and keep the Lands (including all improvements thereon) owned by WDC from time to time in good and proper order and repair to the RMOW's satisfaction, acting reasonably;
- permit the RMOW and its respective employees and agents, on reasonable written notice, subject to the rights of tenants, to enter upon and inspect the Lands or any improvements thereon, and if the RMOW is of the opinion, acting reasonably, that there has been any financial impropriety or irregularity, WDC's books and records relating to the Lands and improvements or otherwise from time to time, during business hours;
- (j) file, in a timely manner, all tax returns required to be filed by WDC, including without limitation income tax returns, and will pay all taxes, charges, penalties and interest due and payable by WDC;
- (k) pay when due all Taxes in connection with the Lands and improvements thereon, and deliver to the RMOW, at the RMOW's request from time to time, receipts or other evidence satisfactory to them evidencing such payments;
- (I) only seek or apply for an exemption from any Taxes applicable to the Lands or improvements thereon with the RMOW's prior agreement to such application;
- (m) insure and keep insured the Lands and improvements thereon in accordance with Article 11;
- (n) in a timely manner, perform all its obligations, and enforce all of its rights, under all Permitted Encumbrances; and
- (o) comply in all material respects with all applicable laws, regulations, by-laws, statutes, applicable official directive, rules, consents, approvals, authorisations, guidelines, orders and policies of any Governmental Authority.

# **10.2** Negative Covenants of WDC

Until the Credit Line and interest thereon, the Existing Debt, and any other amounts owing by WDC to the RMOW pursuant to this Agreement are repaid in full, WDC covenants and agrees with the RMOW that WDC will not:

- (a) except for Permitted Encumbrances, grant, create, assume allow or permit any Lien against title to the Lands and if any claim of builders lien is, at any time, registered against title to the Lands, to cause the same to be discharged within 30 days after WDC becomes aware of the same;
- (b) except for the sale of strata lots or lots in the ordinary course of WDC's business sell, transfer, convey, lease or otherwise deal with all or any part of the Lands without first obtaining the written consent of the RMOW, which consent may or may not be granted in the RMOW's sole discretion, and if granted, will be subject to conditions specified in a covenant in the RMOW's favour registered against title to the Lands;
- (c) cause, permit or allow the manufacture, holding, handling, transportation, Release or presence of Hazardous Substances at, upon, under or within the Lands and in the event of any such Release of Hazardous Substances in, on or under the Lands, to promptly investigate and remove any such Hazardous Substances and remediate the Lands to comply with the terms of any Environmental Laws applicable to such remediation;
- (d) except for Permitted Encumbrances, request additional financing and/or increase indebtedness using the Lands as security for such additional financing or indebtedness without the prior written consent of the RMOW which consent may be withheld in the RMOW' sole discretion; and
- (e) subject to the development and sale of the D3 lots under the Project Plan, use the Lands for any purpose other than for the construction, servicing and operation of employee restricted housing; and
- (f) sub-contract principle responsibility for managing the Development to any Person without first obtaining the written consent of the RMOW, which consent may be withheld in the RMOW's sole discretion.

# 11. INSURANCE

# 11.1 WDC Insurance

Until the Credit Line and interest thereon, the Existing Debt, and interest thereon and all other amounts pursuant to this Agreement, are repaid to the RMOW in full, WDC covenants and agrees with the RMOW that WDC will at its cost, obtain and keep in force:

- (a) "wrap-up" insurance in respect of the Development; and
- (b) course of construction insurance in respect of the Development, in an amount of not less than \$10,000,00,

in the form and with the content approved by the RMOW's Chief Administrative Officer prior to the making of this Agreement.

#### 11.2 Policies

WDC will effect the insurance referred to in Section 11.1 with insurers, and upon terms and in amounts, as to deductibles and otherwise, satisfactory to the RMOW, acting reasonably, provided they are available for commercially reasonable premiums. WDC

will provide a certificate of insurance to the RMOW, or within a reasonable period of time after written request from the RMOW, a duplicate of the policy as evidence of the insurance protection provided. WDC will pay the premium for each policy. If WDC fails to purchase or keep in force such insurance the RMOW may effect such insurance, at WDC's cost.

# 11.3 Terms of Insurance

WDC will use commercially reasonable efforts to cause each policy of insurance referred to in this Section 11 to contain an undertaking by the insurer(s) to notify the RMOW at least 30 days prior to cancellation or any other change material to the RMOW's interests. The liability policy will include the RMOW as an additional named insured and will contain a waiver of subrogation clause in favour of the RMOW.

# 12. INDEMNITY

**12.1** WDC will indemnify and save harmless the RMOW and its elected officials, officers, employees and agents from and against any losses, damages, expenses (including legal fees on a solicitor and own client basis) and liabilities (including those arising from any litigation or other proceedings) with respect to any breach or default by WDC of this Agreement or any document contemplated by or delivered under or in connection with this Agreement.

## 12.2 Environmental Indemnity

WDC will indemnify and save harmless the RMOW, its elected officials, officers, employees, and agents, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the RMOW, its elected officials, officers, employees, and agents, arising directly or indirectly, out of:

- (a) a breach by the Lessee of the representation and warranty contained in Section 9.1 or either of the covenants set out in Section 10.1 (g) or Section 10.2 (c);
- (b) the presence of or release of any Hazardous Substance contrary to any Environmental Laws on or off-site of the Lands; and
- (c) any action taken by the RMOW with respect to the existence of any Hazardous Substance contrary to any Environmental Laws on or off-site of the Lands,

and such indemnity will survive the expiration or any termination of this Agreement notwithstanding anything in this Agreement to the contrary.

#### 13. DEFAULT

#### 13.1 Events defined

The occurrence of any one or more of the following events shall constitute an event of default under this Agreement (an "**Event of Default**"):

- WDC fails to pay when due any principal, interest, or other amount owing pursuant to the Credit Line and such default continues for a period of seven Business Days after receipt by WDC of notice of such default from the RMOW;
- (b) WDC or any other Person liable to do so fails to perform or comply with any of its covenants or obligations to the RMOW contained in this Agreement (other than a covenant or obligation referred to in Section 13.1 (a)), or the Security or any other agreement between WDC or such other person and the RMOW in respect of the amounts owing under this Agreement and such default continues for a period of 30 days after receipt by WDC of notice of such default from the RMOW;
- (c) WDC is in default beyond any applicable cure period in payment when due or performance of any of its indebtedness or obligations to the RMOW arising otherwise than under this Agreement or in respect of the amounts owing under this Agreement;
- WDC fails to pay any material amount when due to a third party who may claim a Lien in respect of the Lands, unless such amount is being contested on reasonable grounds;
- (e) subject to this Agreement, WDC sells all or substantially all its assets,
- (f) WDC commits an act of bankruptcy; becomes insolvent (as such term is defined pursuant to the *Bankruptcy and Insolvency Act* (Canada)), makes an assignment for the benefit of creditors, files a notice of intention to file a proposal or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada), admits the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding, petitions or applies to any tribunal for the appointment of any receiver, trustee or similar liquidator of it or all or a substantial part of its assets, or if any action shall be taken by WDC for the purpose of effecting any of the foregoing, or if any Person takes possession of all or a substantial portion of the property of the WDC by way of or in contemplation of enforcement of security, or a distress, execution or similar process is levied or enforced against any such property;
- (g) any petition in bankruptcy is filed or any other proceeding is commenced against WDC or any part of its property under any law relating to reorganization, arrangement or re-adjustment of debt, dissolution, winding-up or similar law, unless there is a bona fide defence to such proceeding and such proceeding is diligently contested by all appropriate action; or an order, judgment or decree shall be entered by any court of competent jurisdiction approving a petition seeking reorganization of WDC or appointing a receiver, trustee or liquidator of WDC, or of all or a substantial part of its assets;
- (h) any Person takes possession of all or any portion of the Lands by way of, or in contemplation of enforcement of security, or a distress or execution or similar process is levied or enforced against the Lands;
- (i) any encumbrance affecting the Lands arises or exists, except for the Security and Permitted Encumbrances, and such encumbrance is not discharged within 30 Business Days after receipt by WDC of notice thereof from the RMOW;

- (j) any Governmental Authority takes any action to condemn, seize or expropriate all or any portion of the Lands;
- (k) damage to or destruction of any material improvements on the Lands by fire or other casualty and the loss, in the RMOW's opinion, is not adequately insured, and WDC on demand by the RMOW fails to deposit forthwith with the RMOW an amount equal to the loss sustained;
- WDC fails to comply with any material lawful requirement pertaining to the Lands or the Development of any Government Authority within the time period lawfully required by such authority;
- (m) any representation or warranty by WDC herein or in any other agreement or instrument executed by WDC of which the RMOW has the benefit or any certificate delivered herewith or pursuant hereto, is untrue or incorrect in whole or in part, in any material respect; or
- (n) registration of a Lien, or any attempt to register a Lien, in an amount that exceeds \$33,000,000.00 (it being acknowledged that by prior written mutual agreement between the parties registration of a mortgage or other similar security in respect of third-party development and/or construction financing for the Development in an amount that does not exceed \$33,000,000 will not be an Event of Default).

# 13.2 Consequences

If any Event of Default occurs and is continuing:

- (a) WDC will have no right to further advances under of the Credit;
- (b) the RMOW may declare the outstanding balance of the Credit Line together with accrued interest and other costs, to be immediately due and payable and, in such case, the interest will be re-calculated at the Interest Rate plus 2%;
- (c) WDC will immediately take all commercially reasonable actions to repay the Credit Line; and
- (d) the RMOW shall be entitled to enforce all Security and the RMOW shall be entitled to exercise any and all other rights which it may have against WDC by agreement or by law.

# 14. NOTICES

# 14.1 Notices

Any notice, request, demand and other communication required or permitted to be given under this Agreement shall be in writing and will be sufficiently given if, to the RMOW, it is delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), or if, to WDC, it is posted visibly on the Lands or is delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) as follows:

(a) if to the RMOW:

Resort Municipality of Whistler

4325 Blackcomb Way, Whistler, B.C. V8E 0X5

Attention: Municipal Clerk

E-mail: corporate@whistler.ca

(b) if to WDC:

Whistler 2020 Development Corp. P.O. Box 278 Whistler, B.C. V0N 1B0

## Attention: Neil Godfrey

E-mail: godfrey\_nj@hotmail.com

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this Section 14.1. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of posting on the Lands, at time of posting, delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Business day, or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

# 15. GENERAL

# 15.1 Approval

Each Party will respond promptly and in good faith to any request from the other party, or any other party for approval or consent hereunder.

#### 15.2 Assignment

This Agreement shall not be assignable by either party in whole or in part without the mutual written consent of both parties. Any purported assignment without the required consent is not binding or enforceable against any party.

# 15.3 Enurement

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

#### 15.4 Written Waivers

No indulgence or forbearance by the RMOW shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of WDC; and any such waiver must be in writing and signed by the RMOW and then such waiver

shall only be effective in a specific instance and for the specific purpose for which it is given.

#### 15.5 Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.

#### 15.6 Remedies Cumulative

The rights and remedies under the Agreement are cumulative and are not in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

#### 15.7 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

# 15.8 Delivery by Fax or Electronically

Any party may deliver an executed copy of this Agreement by electronic mail in PDF format, but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

#### 15.9 Amendment

This Agreement may not be amended except by a written instrument signed by the RMOW and

#### 15.10 Governing Law

This Agreement and any dispute arising out of or in connection with this Agreement shall be governed exclusively by and shall be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement.

#### 15.11 Attornment

The parties agree to submit to and hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for any action arising out of or in connection with this Agreement.

#### 15.12 Evidence of Liability

The records of the RMOW with respect to advances of the Credit Line and payments of interest and principal by WDC are conclusive evidence of the liability of WDC to the RMOW.

# 15.13 Paramountcy

The provisions set forth in any security or agreement between WDC and the RMOW will not merge with this Agreement but shall survive the execution, delivery and registration of this Agreement except that, if such provisions are inconsistent with the provisions hereof, this Agreement shall govern.

# 15.14 Independent Legal Advice

WDC confirms it has had an opportunity to obtain independent legal advice in entering into this Agreement.

# 15.15 Severability

Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason WDC whatsoever such provision shall be severed from this Agreement and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Agreement.

# 15.16 Time of Essence

Time shall be of the essence of this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed and delivered by the parties as of the day and year first above written.

# **RESORT MUNICIPALITY OF WHISTLER**

Per:

Mayor, Jack Crompton

Per:

Municipal Clerk, Brooke Browning

# WHISTLER 2020 DEVELOPMENT CORP.

Per:

Name: Title: Director

Per:

Name: Title: Director

# SCHEDULE A

#### PERMITTED ENCUMBRANCES

**A1. "Permitted Encumbrances**" means any of the following in relation to the Lands, or any other encumbrances for which WDC has obtained the prior written consent of the RMOW:

- 1. liens for taxes, assessments, governmental charges or levies not at the time due;
- 2. any lien or encumbrance the validity of which is being contested by WDC in good faith;
- 3. any reservations, limitations, provisos and conditions expressed in any original grant from the Crown;
- 4. title defects or irregularities which, are of a minor nature and in the aggregate would not reasonably expected materially to impair the usefulness of the Lands;
- 5. inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of the Lands, provided that such liens are related to obligations not due or delinquent and are not registered against title to the Lands and in respect of which adequate holdbacks are being maintained as required by applicable law;
- 6. the following registered against the Lands:
  - (a) Legal Notations: as described in title search, attached to and forming part of this Schedule A, and
  - (b) Charges and Liens and Interests: as described in title search, attached to and forming part of this Schedule A; and
- 7. any and all covenants, statutory rights of way, easements, rent charges and similar encumbrances required by the RMOW or the Her Majesty the Queen in Right of the Province of British Columbia, granted in favour of any public or private utility or service provider, or determined by WDC to be necessary or desirable in connection with the subdivision and rezoning of the Lands, and the servicing, development and constructions of the Development.

**A2. Maximum Amount of Lien:** Without limiting the foregoing, the maximum amount of any Lien is \$33,000,000, and Section 13.1(n) applies.

#### \*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*

Title Issued Under	SECTION 189 LAND TITLE ACT	
Land Title District Land Title Office	VANCOUVER VANCOUVER	
<b>Title Number</b> From Title Number	BB673883 BA311771	
Application Received	2008-07-09	
Application Entered	2008-07-10	
Registered Owner in Fee Simple Registered Owner/Mailing Address:	RESORT MUNICIPALITY OF WHISTLER 4325 BLACKCOMB WAY WHISTLER, BC V0N 1B4	
Taxation Authority	North Shore - Squamish Valley Assessment Area	
Description of Land Parcel Identifier: 026-772-213 Legal Description: BLOCK A DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER DISTRICT EXCEPT: PLAN EPP277		
Legal Notations SUBJECT TO PROVISOS, SEE CRO	OWN GRANT BA311771	
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL		

GOVERNMENT ACT, SEE BB143626

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB304513

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB304514

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB318836

## TITLE SEARCH PRINT

File Reference: 504110

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB318839

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB343598 EXPIRES 2010/05/30

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB838591

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB850321

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB855854

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB867916

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB871735

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE BB883311

HERETO IS ANNEXED EASEMENT CA817910 OVER LOT 2 PLAN EPP277

HERETO IS ANNEXED EASEMENT CA817911 OVER LOT 3 PLAN EPP277

#### **Charges, Liens and Interests**

Nature:	UNDERSURFACE AND OTHER EXC & RES
Registration Number:	BA311772
Registration Date and Time:	2006-08-17 14:58
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA
	SEE BA311771

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks: COVENANT BA311773 2006-08-17 14:59 THE CROWN IN RIGHT OF BRITISH COLUMBIA INTER ALIA Nature: Registration Number: Registration Date and Time: Registered Owner:

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:

Nature: Registration Number: Registration Date and Time: Registered Owner:

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:

Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks: COVENANT CA3250960 2013-07-24 10:21 RESORT MUNICIPALITY OF WHISTLER INTER ALIA

# **Duplicate Indefeasible Title**

Transfers

NONE

NONE OUTSTANDING

Pending Applications NONE

COVENANT BA311774 2006-08-17 14:59 THE CROWN IN RIGHT OF BRITISH COLUMBIA

COVENANT BA311775 2006-08-17 14:59 RESORT MUNICIPALITY OF WHISTLER INTER ALIA

STATUTORY RIGHT OF WAY BB59991 2007-02-01 09:22 THE CROWN IN RIGHT OF BRITISH COLUMBIA

COVENANT CA817856 2008-06-16 15:42 RESORT MUNICIPALITY OF WHISTLER INTER ALIA

COVENANT CA817857 2008-06-16 15:42 RESORT MUNICIPALITY OF WHISTLER INTER ALIA
#### **SCHEDULE B**

Form of Promissory Note

- Borrower: **RESORT MUNICIPALITY OF WHISTLER** 4325 Blackcomb Way Whistler, B.C. V8E 0X5 (the "**RMOW**")
- Lender: WHISTLER 2020 DEVELOPMENT CORPORATION P.O. Box 278 Whistler, B.C. VON 1B0 ("WDC")

"Principal Amount" means \$10,000,000.00

- FOR VALUE RECEIVED, the Borrower unconditionally promises to pay to the Lender, at the Lender's address indicated above or at such other place as the Lender may direct in writing to the Borrower, the Principal Amount, together with interest thereon at the rate specified in the Partnering and Credit Line Agreement dated \_\_\_\_\_\_\_, 2021 between the undersigned and the RMOW (the "Credit Line Agreement").
- 2. This promissory note (the "**Note**") is issued pursuant to section 7.1 (b) of the Credit Line Agreement.
- The Borrower agrees that any and all amounts under this Note will be repaid in full by the Borrower to the Lender no later than the "Maturity Date" defined in the Credit Line Agreement.
- 4. The records of the Lender from time to time indicating the aggregate unpaid balance outstanding hereunder at any relevant point in time shall be rebuttable presumptive evidence of the amount owing and unpaid on this Note.
- 5. All costs, expenses, and expenditures as a result of any default by the Borrower, including without limitation the complete legal costs incurred by the Lender in enforcing this Note, will be added to the principal then outstanding and will immediately be paid by the Borrower.
- 6. The Borrower covenants and agrees with the Lender that: (a) the Borrower shall pay all sums of money when due under the Credit Line Agreement and this Note; and (b) the Borrower shall promptly provide written notice to the Lender of any Event of Default (having the meaning under section 13.1 of the Credit Line Agreement).
- 7. If an Event of Default has occurred, the Lender may, at its sole discretion, declare all or part of any amounts outstanding under this Note immediately due and payable (or payable on demand by the Lender) via written notice to the Borrower.
- 8. Neither the RMOW nor the undersigned may assign this Note without the prior written consent of the other party.

- 9. If there is any inconsistency between any term or condition of this Promissory Note and any term or condition of the Credit Line Agreement, the terms and conditions of the Credit Line Agreement will prevail.
- 10. Failure of the RMOW to enforce any of its rights or remedies hereunder or under any instrument securing this note or any releases or surrender of property will not release the undersigned and will not constitute a waiver of the rights of the RMOW to enforce such rights and remedies thereafter.
- 11. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable in any jurisdiction, it is the parties' intent that such provision be reduced in scope in such jurisdiction (and not in any other jurisdiction) by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.
- 12. This Note will be exclusively construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable in that Province. Time is of the essence for this Note in all respects.
- 13. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower. The Borrower waives presentment for payment, notice of dishonour, protest, and notice of protest in respect of this Note. This Note is effective upon execution and delivery by the Borrower.

IN WITNESS WHEREOF the undersigned have executed this promissory note as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

#### WHISTLER 2020 DEVELOPMENT CORP.

Per: \_\_\_\_\_

Name: Title: Director

Per:

Name: Title: Director



March 29, 2021

RMOW Mayor and Council and Ginny Cullen, CEO Resort Municipality of Whistler 4325 Blackcomb Way, Whistler, BC By eMail

Re: Cheakamus Crossing Phase 2 Financing

Dear Mayor, Council and Ms. Cullen,

Please accept this letter as a formal request for Council to review a number of items contained within the latest version of the RMOW/WDC "LOC loan agreement". WDC thanks staff for their ongoing consideration of the feedback provided by the WDC Board Members and are generally in agreement with the latest DRAFT document. There are however a couple of business issues that WDC requests feedback and/or direction from Council. At this time, WDC would also like to share concerns about the Phase 2 development and lastly, to provide a little more context to the historic and outstanding development debt owing to the RMOW.

WDC's immediate concern is WDC's short-term cashflow, and its ability to maintain recent progress and commitment to critical contracts and material purchases required to start Parcel A, and to avoid unnecessary delays or additional expenses.

Material cost escalation is an industry challenge throughout North America, as is availability of essential materials such as reinforcing and structural steel, engineered wood products, framing lumber and plywood, windows and mechanical equipment. Outside of Parcel A, WDC is exposed to increasing civil pipe costs due to rising oil costs and production disruptions due to recent weather events in Texas. WDC's project managers have estimated impacts to our current budgets are in the hundred's of thousands of dollars (Reinforcing steel \$88k, framing lumber \$400k, pipe escalation 10+%, etc). Fortunately, current budgets have either anticipated some escalation or have allowed generous contingencies to accommodate, or mitigate, current realities. To avoid delays in starting parcel A, being exposed to unknow costs, losing essential trades (due to competing projects), or roofing building A in winter, WDC requests an immediate injection of funds – to be able to commit to fixed priced contracts and lock in material pricing. The advance can be treated under the same terms and conditions currently contemplated under the loan agreement being considered by Council.

With respect to the loan agreement, the WDC Board provided a significant number of edits that are not included in the document being presented to Council. It is understood the document is a

modified version of a previously developed WHA loan agreement and that the WDC version seeks to include recognition of the additional existing debt the WDC owes to the RMOW. The historic debt, and how it has evolved is of concern to the WDC Board, because the recognition of the current \$9.37M balance is not reflective of historic events, or decisions of the WDC Board. The Board does acknowledge that in 2017 the Phase 1 Cheakamus Crossing Development debt was approximately \$7,885,195, and has historically attempted to repay any outstanding balance, as per WDC's mandate.

How the debt originated can be attributed to a relatively small number of pre- and post-Olympic challenges. When the WDC pre-sold employee housing units to the WHA ownership waitlist in late 2008, the final cost of the development was not known. The pricing model used by WDC to estimate the sale price two years prior to delivery was based on purchase and affordability criteria in 2008, prior to the global financial crisis (GFC). In addition to Olympic (construction) inflation, the project scope increased a number of times due to VANOC requirements, and other additions such as the district energy system (DES) and associated mechanical costs. The result being WDC was obliged to sell the employee units for less than they cost, on a relative basis. In addition, as a consequence of the GFC, and the untested desirability of the Cheakamus neighbourhood, WDC was unable to sell the Riverbend market townhouses for what the proforma values assumed, resulting in a "loss of income" of approximately \$4M. Similarly, the nine Madeley Place lots were also discounted by at least \$1.5M by the time they were sold. The majority of remaining developed inventory was sold by the end of 2013, at which time the RMOW debt was reduced to \$16M. WDC reduced the debt further between 2014 and 2017 by selling an additional \$9.1M of vacant land, leaving WDC with Lots 1, 16 and remainder Parcel A (Upper lands).

the \$7.8M debt **or** addressing the housing crisis by transferring Lots 1 and 16 to the WHA.

In 2016 and 2017 the RMOW Council and WDC Board considered a number of alternatives to retire the \$7.8M debt **or** addressing the housing crisis by transferring Lots 1 and 16 to the WHA.

The second issue with respect to the increased debt between 2017 and 2018 is that the WDC Board did not manage or initiate the expenses attributed to the district energy system (DES) and ultimately the \$860k DES payout. The fact that additional interest is being charged is similar to above. Appendix C provide financial history of the change in expenditure and debt from 2017 to 2019. Appendix D includes a number of supporting notes regarding WDC's financial position at the end of 2017, including whether the RMOW should be charging interest on the WDC debt.

It is WDC's position that the RMOW Council should consider the facts above when finalizing the terms of repayment. For instance, could the WHA assume a part of the debt and reduce a portion of the balance with future surplus cashflows? Would the additional working capital allow WDC to advance additional housing projects on the newly created development parcels along Mt Fee Road? WDC will accept Council's preference.

Secondly, based on Appendix E, WDC's anticipated monthly cashflow, the currently monthly advance limit of \$1,000,000 suggested in the loan agreement will not support WDC's anticipated progress in the short term. Once WDC has arranged construction financing for Parcel A, this is less of a concern.

To enable construction financing WDC, consistent with the Parcel A Project Plan presented to Council in 2020, has made a decision that Building A will be an ownership building. Unfortunately, BC Housing has delayed decisions relating to rental housing funding that the WHA may have qualified for, to support a Building A as a rental building. Therefore WDC, at its next Board Meeting, will discuss appropriate "for-sale" pricing to comfortably cover the cost of Building A, including associated site servicing costs and a reasonable contribution to the land value being developed. The updated proforma will be the basis for a construction financing proposal, in addition to the estimated value of the 18 market lots. Appendix F updates the previous options presented to Council to include OPTION 4a and 4b. Option 4a allows for BC Housing and/or CMHC funding to support Building B as a rental building (Up to Dec 31, 2021). Option 4b assumes no additional rental housing subsidies, and therefore Parcel A becomes 100% "for-sale" employee housing. WDC will provide an updated Parcel A Project Plan after establishing unit sale prices later this month.

Lastly, WDC would like to request RMOW Council consider the \$10,000,000 line of credit (LOC) be a "revolving" LOC, with a longer term. Depending on property sales WDC may be able to pay down the facility before reducing Parcel A's commercial construction debt. If Council supports initiating a follow up housing project on any (or all) the remaining serviced parcels in Phase 2, WDC may need to draw down on the LOC to enable one or more projects to proceed. This of course depends on how the future Housing Reserve Policy is structured. WDC's interest is ensuring WDC has the financial resources to facilitate housing projects and fulfil its mandate.

In conclusion, WDC is excited to move ahead with the Parcel A Development and is generally supportive of the Loan Agreement being discussed by RMOW Council. WDC assumes the remaining business terms can be clarified and resolved in the near future, and that in the meantime the RMOW can advance sufficient funds to maintain the momentum achieved to date by the collaborative efforts of our two organizations.

Yours sincerely,

Neil Godfrey, Development Manager WDC



### WHISTLER 2020 DEVELOPMENT CORP

#### STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, YEAR

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
FINANCIAL ASSETS													
Cash	200,958	8,385	29,307	5,672	98,852	165,874	23,032	36,467	383,465	409,460	163,034	169,354	63,560
Receivable from WHA		4,959,143	6,553,308	,	,	·	·	,	,			·	,
Receivable from RMOW - cost share			1,219,786										
Goods and services tax receivable	382,696	1,287,318	311,592	239,507									
Other Accounts Receivable		301,130	265,124	687,095	138,893	54,278	1,020,000	1,020,737	685,457	3,661	2,729	1,479	12,182
Accrued VIK, VANOC/GE			879,001										
Temporary Investments	9,588,212	830,000	2,073	2,085	2,107								
Future Funding	1,868,162	6,083,199											
Land									850,000	1,160,374	365,000	365,000	365,000
Property for Resale	23,911,788	63,728,580	96,731,332	20,611,953	15,243,093	8,852,979	8,151,958	6,720,789	5,055,119	3,334,883			
	35,951,816	77,197,755	105,991,524	21,546,312	15,482,945	9,073,131	9,194,990	7,777,993	6,974,041	4,908,378	530,763	535,833	440,742
LIABILITIES													
MFA Loan through RMOW		60,596,824	100,000,000	16,500,000	9,100,000	1,576,089	0						
Amount Owed to RMOW				14,291,263	15,354,756	15,941,371	16,875,890	14,648,372	13,331,783	11,474,601	7,885,195	8,347,152	9,369,733
Accounts Payable & Accrued Liabilities	2,451,815	10,251,382	2,370,967	437,922	83,078	26,691	207,440	24,887	37,159	95,245	9,935	6,753	38,967
Deferred contribution	9,588,212												
Harmonized sales tax payable					162,577								
Deposit on Hostel Sale		2,700,000	2,700,000										
	12,040,027	73,548,206	105,070,967	31,229,185	24,700,411	17,544,151	17,083,330	14,673,259	13,368,942	11,569,846	7,895,130	8,353,905	9,408,700
NET FINANCIAL ASSETS (DEBT)	23,911,789	3,649,549	920,557	(9,682,873)	(9,217,466)	(8,471,020)	(7,888,340)	(6,895,266)	(6,394,901)	(6,661,468)	(7,364,367)	(7,818,072)	(8,967,958)
NON FINANCIAL ASSETS													
Prepaid Expenses	0	0	201,668	7,647	8,364	6,613	6,587	1372	5,215				
Property for Future Development				,	,	·	·		,		1,777,634	2,109,280	2,458,669
Assets for future transfer to RMOW		16,859,263	22,525,738	0									
NON FINANCIAL ASSETS	0	16,859,263	22,727,406	7,647	8,364	6,613	6,587	1,372	5,215	0	1,777,634	2,109,280	2,458,669
ACCUMULATED SURPLUS or DEFICIT	23,911,789	20,508,812	23,647,964	(9,675,226)	(9,209,102)	(8,464,407)	(7,881,753)	(6,890,051)	(6,394,900)	(6,661,486)	(5,586,733)	(5,708,792)	(6,509,290)

#### WHISTLER 2020 DEVELOPMENT CORP STATEMENT OF REVENUE AND EXPENDITURES

YEAR ENDED DECEMBER 31, YEAR

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
REVENUE													
Contributions from RMOW (VANOC)	29,500,000	9,588,212	2,000,000										
VANOC contributions deferred	(9,588,212)												
Contributions from RMOW			8,000,000			1,494,308							
Property Sales				83,910,972	6,995,664	7,826,466	1,722,475	2,525,000	1,431,000	1,325,100	3,823,986	0	0
Lease & Other Revenue		122.000	1	10 222	2.012	052	24 770	54,845	54,925	54,799	57,013	57,409	258,769
Interest Revenue Cost Sharing Revenue	685,364	122,089	40,491 1,772,690	18,332 46,072	3,013	953	21,776	8,126	27,335	15,272	39,056	2,539	3,188
Other Recoveries		535,110	3,529,109	40,072	161,095	291,659	7,591	155,666	29,332	68	0	763	
	20,597,152	10,245,411	15,342,291	85,203,287	7,159,772	9,613,386	1,751,842	2,743,637	1,542,592	1,395,239	3,920,055	60,711	261,957
Interest revenue & cost sharing capitalized to property for resale	(685,364)	(122,089)	(40,491)	(18,332)	(3,013)	(953)	(21,776)						
Recoverable expense			(3,445,312)	(784,058)									
Cost Sharing expenses			(1,772,690)	(46,072)		(0.007.720)	(1 1 47 412)	(1,421,100)	(015 (70)	(450.000)	(1 557 247)	0	0
Cost of Property Sold	(685,364)	(122,089)	(5,258,493)	(92,797,170) (93,645,632)	(6,690,635) (6,693,648)	(8,867,738) (8,868,691)	(1,147,412) (1,169,188)	(1,431,169) (1,431,169)	(815,670) (815,670)	(450,000) (450,000)	(1,557,247) (1,557,247)	0	0
NET INCOME												CO 711	261.057
NET INCOME	19,911,788	10,123,322	10,083,798	(8,442,345)	466,124	744,695	582,654	1,312,468	726,922	945,239	2,362,808	60,711	261,957
EXPENSES										_		_	
Administration and Other	164,694	1,017,366	1,057,486	1,155,320	716,212	573,580	162,707	109,329	123,124	180,230	428,706	62,515	894,885
Payroll, Salaries & benefits	237,889	317,924	290,361	224,380	16,366								
Professional fees	53	368,381	475,668	319,179	27,744	33,969	20,441	5,246	1,777	92	153	7,401	18,660
Advertising	76,517	276,313	86,223	39,171	49,270	16,154	1,880	360	600	741	240	380	240
Debt Interest Asset Disposal Loss		416,301	842,485	676,082	456,020	350,257	283,139	205,831	106,271	60,744 970,000	63,599 795,374	112,473	148,672
Asset Disposal Loss	479,153	2,396,285	2,752,223	2,414,132	1,265,612	973,960	468,167	320,766	231,772	1,211,807	1,288,072	182,769	1,062,457
	-,	,,	, - , -	, , -	,,-	,	, -	,		, , , = =		-,	, , -
Less: expenses capitalized to property for resale	(479,153)	(2,396,285)	(2,752,223)	(2,414,132)	(1,265,612)	(973,960)	(468,167)						
Cost of sale of pump			(2,165,000)	(59,409)									
Writedown of carrying value of property				(1,265,000)									
Contribution of RMOW inftrastructure & assets				(23,556,435)									
EXCESS REVENUE OVER EXPENSES FOR THE YEAR	19,911,788	10,123,322	7,918,798	(33,323,189)	466,124	744,695	582,654	991,702	495,150	(266,568)	1,074,736	(122,058)	(800,500)
ACCUMULATED SUPRLUS or DEFICIT	23,911,788	34,035,110	41,953,908	(9,675,226)	(9,209,102)	(8,464,407)	(7,881,753)	(6,890,051)	(6,394,901)	(6,661,469)	(5,586,732)	(5,708,791)	(6,509,291)
(Check Financial Statements)		34,035,110	23,647,963	(9,675,226)	(9,209,102)	(8,464,407)	(7,881,753)	(6,890,051)	(6,394,901)	(6,661,468)	(5,586,733)	(5,708,791)	(6,509,290)
Amount Owed to RMOW				14,291,263	15,354,756	15,941,371	16,875,890	14,648,372	13,331,783	11,474,601	7,885,195	8,347,152	9,369,733
Annual change in debt					1,063,493	586,615	934,519	(2,227,518)	(1,316,589)	(1,857,182)	(3,589,406)	461,957	1,022,581
Debt Interest							283,139	205,831	106,271	60,744	63,599	112,473	148,672
Interest % of Outstanding Debt							1.68%	1.41%	0.80%	0.53%	0.81%	1.35%	1.59%

Amount Owed to RMOW	14,291,263	15,354,756	15,941,371	16,875,890	14,648,372	13,331
Annual change in debt		1,063,493	586,615	934,519	(2,227,518)	(1,316
Debt Interest				283,139	205,831	106
Interest % of Outstanding Debt				1.68%	1.41%	C



#### **APPENDIX D:** Relevant evidence of unresolved debt discussion

#### Note on WDC's Audited Financial Statements, 2017

#### 31-Dec-17

During the yearthe Resort Municipality of Whistler ("RMOW")Council provided direction to Whistler 2020 Development Corporation ("WDC") that impacted its mandate. This included:

- Directing transfer of Lot16 to the Whistler Housing Authority for purposes of employee housing. This property had a book value of \$795,374 and a market value of \$2,100,000 at the time of transfer.
- Delaying sale or development of remaining development lots for the foreseeable future

There exists an inter-entity debt from WDCowing to the RMOW in the amount of \$7,885,195. There are no terms and conditions attached to this debt. It is intended that can be eventually repaid at such time as the remaining development lots are sold.

Without the sale of market lots, WDC has no means by which to repay the current debt of \$7,885,195. The WDCB usiness Plan from 2006, and all subsequent amendments, has always included full debt repayment to the RMOW so the current circumstances represent a departure from operating practice from the outset.

#### WHA 2017 Audited Financial Statement says:

6. Related Party Transactions

b) The RMOW transferred two parcels of land located at 1020 Legacy Way and 8350 Bear Paw Trail to the WHA for total consideration of \$10 each. The carrying value of the land on the date of the transfer was \$795,374 and \$1,000 respectively.

#### MINUTES WDC BOARD OF DIRECTORS MEETING MONDAY, MAY 9, 2016 STARTING AT 2:00 P.M. MEETING ROOM FLUTE, RESORT MUNICIPALITY OF WHISTLER 4325 BLACKCOMB WAY

Review Financials – Statements of Operations and Financial Position M. Peatfield stated that the auditors recently mentioned that RMOW should not charge interest on the debt between the RMOW and WDC. The auditors did not consider Phase 2 development in their consolidated report analysis. There was a discussion surrounding charging interest and debt repayments; as well as valuation of the land based on its use in paying back Olympics loans, as well as a question as to whether the Business Plan can be amended accordingly.

Action item: M. Peatfield to discuss with auditors the requirements to include the Phase 2 lands as inventory and the appropriateness of charging interest on the intercompany loan between the RMOW and WDC..

Action item: M. Peatfield to check Council resolutions: there was one that was rescinded.

**Resolution** To approve the unaudited financial statements of WDC for the year ended December 31, 2015.

Motion by Jim Moodie Seconded by Nancy Wilhelm-Morden Carried

### APPENDIX E

APPENDIX E			21	21	-21		21		-21	:	21	5		ıg-21		21		21		-21		ec-21
Project Cashflow Estimate as at March27 202	21		Jan-21	Feb-21	Mar-21		Apr-21		May-		Jun-21	Jul-21		Aug-		Sep-21		Oct-21		ŇOŃ		Dec
DEVELOPMENT EXPENSES		Months	1	2	3		4		5		6	7		8		9		10		11		12
Development Manager, Accounting	Ś	440,000 \$	10,000 \$	10,000	\$ 15,000	¢	15,000	¢ 15	.000	\$ 15,00	n ¢	15,000	¢	15,000	¢	15,000	¢	15,000	¢	15,000	¢	15,000
Project Management, Civil	ې خ	415,000 \$	25,000 \$	25,000	\$ 15,000		25,000		.000			25,000			\$	25,000			\$	20,000	¢ ¢	15,000
Legal, Directors Insurance, Mktg etc	Ś	225,000 \$	7,500 \$	7,500					500			7,500			\$	7,500			\$	7,500	¢ ¢	7,500
	Ŷ							γ <i>'</i> ,		γ <i>1,</i> 50	Ų Ų	7,500	Ŷ	7,500	Ŷ	7,500	Ŷ	7,500	Ŷ	7,500	Ŷ	7,500
Clearing, Logging, Processing, Stripping	\$	275,000 \$	75,000 \$	75,000	\$ 75,000		50,000															
Bulk Blasting, Road Pre-Tender Grading	\$	225,000 \$	15,000 \$	- /	\$ 75,000		60,000															
Building A & B Foundation Blasting	\$	145,000 \$	20,000 \$	50,000	\$ 50,000		25,000															
Building A & B Foundation Excavation	\$	255,000 \$	30,000 \$	75,000			75,000															
BC Hydro, Temporary Service, FSR	\$	75,000			\$ 25,000		50,000															
Bulk Blasting, D3 Market Lots	\$	125,000				\$	50,000	Ş 75,	.000													
Foundations, Parkade w/Sub-Trades	\$	4,750,000				\$ 4	475,000	\$ 550,	,000	\$ 600,00	0\$	750,000	\$ 8	850,000	\$	700,000	\$	600,000	\$	175,000	\$	50,000
WHA Parcel A Building A, 46 units	\$	17,250,000						690,	000	517,50	0	517,500	!	517,500		690,000		776,250		862,500		948,750
WHA Parcel A Building B, 54 units	\$	13,000,000																				
Earthworks & Site Preparation, Roads	\$	500,000	Ś	50,000	\$ 75,000	\$	75,000	\$ 25	,000													
Earthworks & Site Preparation, D3	\$	150,000	Ŷ	50,000	<i>ç</i> , 5,666				,000													
Roadworks, including D3	Ś	400,000							,000	\$ 50,00	0 \$	50,000										
Waterworks, Road, D3 + Parcel A	Ś	600,000				Ŧ				\$ 175,00		175,000	\$	100,000	\$	50,000						
Waterworks, Madeley 300mm	\$	350,000						,		-,		- /	•	,					\$	175,000	\$	175,000
Sanitary, Road, D3+ Parcel A	\$	400,000								\$ 125,00	0 \$	125,000	\$	100,000	\$	50,000			•	,		,
Storm Sewer, Road, D3+ Parcel A	\$	400,000								\$ 125,00		125,000			\$	50,000						
DES	\$	650,000									\$	200,000	\$ 3	300,000	\$	150,000						
BC Hydro Design, Infrastructure	\$	300,000			\$ 20,000	\$	30,000								\$	100,000	\$	100,000				
Hydro, Tel, Shaw, Gas, Including D3	\$	200,000											\$	75,000	\$	75,000	\$	50,000				
Street, Trail Lighting	\$	150,000															\$	50,000				
Park, Landscaping, Bus Shelters	\$	250,000					25,000	\$50,	000													
Erosion & Sediment Control	\$	30,000			\$ 10,000		10,000		000													
Environmental & Geotechnical	\$	150,000	\$	15,000	\$ 10,000		15,000		000			15,000		15,000		10,000		10,000		5,000	\$	5,000
Layout, Survey, As-Builts, Camera	\$	150,000	\$	10,000	\$ 15,000		15,000		000	\$ 15,00		15,000		,	\$	10,000		10,000	\$	5,000	\$	5,000
Engineering, Inspections, As-Builts etc	\$	200,000	\$	15,000	\$ 15,000	\$	15,000	\$	000	\$ 15,00	0\$	15,000	\$	15,000	\$	15,000	\$	10,000	\$	10,000	\$	5,000
5% Contingency across all expeneses	\$	2,103,000 \$	9,125.0 \$	20,375.0	\$ 24,625.0	\$ 5	7,125.0	\$ 85,87	75.0	\$ 84,250.	0\$	101,750.0	\$ 10	6,750.0	\$	97,375.0	\$	82,687.5	\$	63,750.0	\$	61,312.5
Total Expenses		44,163,000	191,625	427,875	517,125	-	199,625	1,803,		1,769,25		2,136,750		241,750		2,044,875		,736,438		1,338,750		1,287,563
Cumulative Mthly Total	I			619,500	1,136,625	2,3	336,250	4,139,	625	5,908,87	5	8,045,625	10,2	287,375	1	2,332,250	14	,068,688	1	5,407,438	10	6,695,000
DEVELOPMENT INCOME																						
Sale, 18 Lots	\$	(23,400,000)																				
less Sales/Closing Costs @3%	\$	702,000																				
Sale, Building A	\$	(18,000,000)																				
less Sales/Closing Costs @3%	\$	540,000																				
Sale, Building B	\$	(22,000,000)																				
less Sales/Closing Costs @3%	\$	660,000																				
Total Income		(61,498,000)	-	-	-		-		-	-		-		-		-		-		-		-
Cumulative Mthly Total	I			-	-		-		-	-		-		-		-		-		-		-
Net Income before Interest	t	(17,335,000)	191,625	427,875	517,125	1,1	199,625	1,803,	375	1,769,25	0	2,136,750	2,2	241,750	2	2,044,875	1	,736,438		1,338,750		1,287,563
Cumulative Mthly Total				619,500	1,136,625	2,3	336,250	4,139,	625	5,908,87	5	8,045,625	10,2	287,375	12	2,332,250	14	,068,688	1	5,407,438	16	6,695,000
Interest @ 2.0% , if balance >\$0	)\$	399,858					2,894	5,	397	8,37	4	11,629		15,278		18,850		22,001		24,563		26,752
PROJECT NET INCOME		(16,935,142)	191,625	427,875	517,125	1 2	202,519	1,808,	772	1,777,62	4	2,148,379	2	257,028		2,063,725	1	,758,438		1,363,313		1,314,315
Cumulative Mthly Total		(±0,500,±72)	191,029	427,875 619,500	1,136,625		339,144	4,147,		5,925,53		2,148,379 8,073,918		330,946		2,394,670		,153,109		5,516,422		6,830,737
					_,,00,020	_,5		., ± ., ,		2,220,00	-	2,0.0,010				_,20 .,070	- 1	,	-	-,,	- `	-,,-

Project Cashflow Estimate as at March27 2021	1			Jan-22	Feb-22	Mar-22		Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Vov-22	Dec-22
	-	Months		13	14			16	17		<u>_</u> 19		21	22	23	24
DEVELOPMENT EXPENSES																
Development Manager, Accounting	\$	440,000	\$	15,000	\$ 15,000	\$ 15,000	\$ 15,	000 \$	5 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Project Management, Civil	\$	415,000	\$	10,000		\$ 15,000		000 \$								
Legal, Directors Insurance, Mktg etc	\$	225,000		7,500				500 \$				\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Clearing Logging Processing Stripping	ć	275,000														
Clearing, Logging, Processing, Stripping Bulk Blasting, Road Pre-Tender Grading	ې خ	275,000														
Building A & B Foundation Blasting	ې د	223,000 145,000														
Building A & B Foundation Excavation	ې خ	255,000														
BC Hydro, Temporary Service, FSR	ې خ	75,000														
Bulk Blasting, D3 Market Lots	ې \$	125,000														
-																
Foundations, Parkade w/Sub-Trades		4,750,000														
WHA Parcel A Building A, 46 units		17,250,000		,035,000	1,207,500	1,380,000	1,552,		1,380,000	1,380,000	1,293,750	1,121,250	862,500	517,500		
WHA Parcel A Building B, 54 units	\$ 1	13,000,000		520,000	390,000	390,000	390,	000	520,000	585,000	650,000	715,000	780,000	910,000	1,040,000	1,170,000
Earthworks & Site Preparation, Roads	\$	500,000						\$	275,000							
Earthworks & Site Preparation, D3	\$	150,000														
Roadworks, including D3	\$	400,000					\$ 100,	000 \$	5 100,000							
Waterworks, Road, D3 + Parcel A	\$	600,000														
Waterworks, Madeley 300mm	\$	350,000														
Sanitary, Road, D3+ Parcel A	\$	400,000														
Storm Sewer, Road, D3+ Parcel A	\$	400,000														
DES	\$	650,000														
BC Hydro Design, Infrastructure	\$	300,000						\$	50,000							
Hydro, Tel, Shaw, Gas, Including D3	\$	200,000														
Street, Trail Lighting	\$	150,000						\$	5 100,000							
Park, Landscaping, Bus Shelters	\$	250,000														
Erosion & Sediment Control	\$	30,000														
Environmental & Geotechnical	\$	150,000				\$ 5,000		000 \$								
Layout, Survey, As-Builts, Camera	\$	150,000				\$ 2,500		000 \$	-							
Engineering, Inspections, As-Builts etc	\$	200,000	\$	2,500	\$ 2,500	\$ 5,000	\$ 15,	000 \$	5 15,000	\$ 15,000						
5% Contingency across all expeneses		2,103,000		79,500.0	\$ 81,625.0	\$ 91,000.0					\$ 99,562.5			\$ 72,500.0		\$ 59,625.0
Total Expenses	4	14,163,000		,669,500	1,714,125	1,911,000	2,215,		2,622,375	2,131,500	2,090,813	1,951,688	1,748,250	1,522,500	1,115,625	1,252,125
Cumulative Mthly Total			18,	,364,500	20,078,625	21,989,625	24,205,	125	26,827,500	28,959,000	31,049,813	33,001,500	34,749,750	36,272,250	37,387,875	38,640,000
DEVELOPMENT INCOME																
Sale, 18 Lots	\$ (2	23,400,000)								(23,400,000)						
less Sales/Closing Costs @3%	\$	702,000								702,000						
Sale, Building A	\$ (1	18,000,000)												(18,000,000)		
less Sales/Closing Costs @3%	\$	540,000												540,000		
Sale, Building B	\$ (2	22,000,000)														
less Sales/Closing Costs @3%	\$	660,000														
Total Income	•	51,498,000)		-	-	-		-	-	(22,698,000)	-	-	-	(17,460,000)	-	-
Cumulative Mthly Total				-	-	-		-	-	(22,698,000)	(22,698,000)	(22,698,000)	(22,698,000)	(40,158,000)	(40,158,000)	(40,158,000)
Net Income before Interest	(1	17,335,000)	1,	,669,500	1,714,125	1,911,000	2,215,	500	2,622,375	(20,566,500)	2,090,813	1,951,688	1,748,250	(15,937,500)	1,115,625	1,252,125
Cumulative Mthly Total	•	,		,364,500	20,078,625	21,989,625	24,205,		26,827,500	6,261,000	8,351,813	10,303,500	12,051,750	(3,885,750)	(2,770,125)	(1,518,000)
Interest @ 2.0% , if balance >\$0	\$	399,858		29,216	32,036	35,057		496	42,527	27,574	12,177	15,546	18,629	6,805	-	-
PROJECT NET INCOME	(1	16,935,142)	1	,698,716	1,746,161	1,946,057	2,253,	996	2,664,902	(20,538,926)	2,102,990	1,967,234	1,766,879	(15,930,695)	1,115,625	1,252,125
Cumulative Mthly Total	(1	20,000,172)		,529,453	20,275,614	22,221,671	2,233, 24,475,		27,140,568	6,601,642	8,704,632	10,671,866	12,438,745	(3,491,950)	(2,376,325)	(1,124,200)
			<u>1</u> 0,	,,	20,2,0,014	22,221,071	L,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		_,,0,000	0,001,042	0,704,002	10,07 1,000	12,100,740	(0, 191,000)	(2,3, 0,323)	(1)12 ()200)

Project Cashflow Estimate as at March27 2021		2021		Jan-23		Feb-23		Mar-23	Mar-23		May-23			
rioject casimow Estimate as at March27 2023	<u> </u>	Months		25		26		27		82 Apr-23		<u>2</u> 29		3
DEVELOPMENT EXPENSES														
Development Manager, Accounting	\$	440,000	\$	15,000	\$	15,000	\$	15,000	\$	15,000	\$	15,000	\$	15,00
Project Management, Civil	\$	415,000												
Legal, Directors Insurance, Mktg etc	\$	225,000	Ş	7,500	\$	7,500	Ş	7,500	Ş	7,500	Ş	7,500	Ş	7,50
Clearing, Logging, Processing, Stripping	\$	275,000												
Bulk Blasting, Road Pre-Tender Grading	\$	225,000												
Building A & B Foundation Blasting	\$	145,000												
Building A & B Foundation Excavation	\$	255,000												
BC Hydro, Temporary Service, FSR	\$	75,000												
Bulk Blasting, D3 Market Lots	\$	125,000												
Foundations, Parkade w/Sub-Trades	\$	4,750,000												
WHA Parcel A Building A, 46 units	\$	17,250,000												
WHA Parcel A Building B, 54 units	\$	13,000,000		1,040,000		1,040,000		975,000		845,000		650,000		390,00
Earthworks & Site Preparation, Roads	\$	500,000												
Earthworks & Site Preparation, D3	\$	150,000												
Roadworks, including D3	\$	400,000												
Waterworks, Road, D3 + Parcel A	\$	600,000												
Waterworks, Madeley 300mm	\$	350,000												
Sanitary, Road, D3+ Parcel A	\$	400,000												
Storm Sewer, Road, D3+ Parcel A	\$	400,000												
DES	\$	650,000												
BC Hydro Design, Infrastructure	\$	300,000												
Hydro, Tel, Shaw, Gas, Including D3	\$	200,000												
Street, Trail Lighting	\$	150,000												
Park, Landscaping, Bus Shelters	\$	250,000							\$	50,000	\$	75,000	Ś	50,00
Erosion & Sediment Control	\$	30,000							•			-,		
Environmental & Geotechnical	;	150,000									\$	5,000		
Layout, Survey, As-Builts, Camera	;	150,000									•	2500		25
Engineering, Inspections, As-Builts etc	\$	200,000												
5% Contingency across all expeneses	\$	2,103,000	\$	53,125.0	\$	53,125.0	\$	49,875.0	\$	45,875.0	\$	37,750.0	\$	23,250
Total Expenses		44,163,000		1,115,625		1,115,625		1,047,375		963,375		792,750		488,25
Cumulative Mthly Total				39,755,625		40,871,250		41,918,625		42,882,000		43,674,750	4	44,163,00
DEVELOPMENT INCOME														
Sale, 18 Lots	\$	(23,400,000)												
less Sales/Closing Costs @3%	\$	702,000												
Sale, Building A	\$	(18,000,000)												
less Sales/Closing Costs @3%	\$	540,000												
Sale, Building B	\$	(22,000,000)									(	22,000,000)		
less Sales/Closing Costs @3%	\$	660,000										660,000		
Total Income		(61,498,000)		-		-		-		-	-	21,340,000)		-
Cumulative Mthly Total			(	40,158,000)	(	(40,158,000)	(	40,158,000)	(	40,158,000)	(	61,498,000)	((	51,498,00
Net Income before Interest		(17,335,000)		1,115,625		1,115,625		1,047,375		963,375	(	20,547,250)		488,25
				(402,375)		713,250		1,760,625		2,724,000	(	17,823,250)	(1	17,335,00
Cumulative Mthly Total				( -= /= /		,								
Cumulative Mthly Total Interest @ 2.0% , if balance >\$0	\$	399,858		-		259		2,062		3,737		-		-
	\$	399,858 (16,935,142)		1,115,625				2,062		3,737 967,112	(	- 20,547,250)		- 488,25



CASH FLOW S	UMMARY, 100 Units Rental or Ownership	100% Rental	100% Rental	Rental & Sale	Rental & Sale	100% Sale	100% Sale	Rental & Sale	100% Sale
	Scenario	1a	1b	2a	2b	3a	3b	4a	4b
<u>Outflows</u>									
	Parcel A Advance Site & Road Work	<del>750,000 </del>	<del>750,000 </del>	<del>750,000 </del>	<del>750,000 </del>	<del>750,000 </del>	<del>750,000 </del>	750,000	750,000
	Parcel A Building A, incl Bldg B Parkade	<del>- 16,677,581</del>	<del>-16,677,581</del>	<del>-16,677,581</del>	<del>-16,677,581</del>	<del>-16,677,581</del>	<del>-16,677,581</del>	24,000,000	24,000,000
	Parcel A Building B	<del>-20,817,411</del>	<del>-20,817,411</del>	<del>-20,817,411</del>	<del>-20,817,411</del>	<del>-20,817,411</del>	<del>-20,817,411</del>	15,000,000	15,000,000
	Parcel A, Credit for work prior to April Start	<del>- (1,250,000)</del>	<del>- (1,250,000)</del>	<del>(1,250,000)</del>	<del>- (1,250,000)</del>	<del>- (1,250,000)</del>	<del>- (1,250,000)</del>	(1,250,000)	(1,250,000)
	Civil, Offsite, re: Parcel A	<del>1,000,000</del>	<del>1,000,000</del>	<del>1,000,000</del>	<del>1,000,000</del>	<del>1,000,000</del>	<del>1,000,000</del>	1,150,000	1,150,000
	Parcel A Subtotal	<del>- 37,994,991</del>	<del>- 37,994,991</del>	<del>- 37,994,991</del>	<del>- 37,994,991</del>	<del>- 37,994,991</del>	<del>- 37,994,991</del>	39,650,000	39,650,000
	Civil, Offsite, re: Mt Fee Road, Parcel D3 (Lots)	<del></del>	<del>3,750,000</del>	<del>3,750,000</del>	<del>3,750,000</del>	<del>3,750,000</del>	<del>3,750,000</del>	4,150,000	4,150,000
	Project Interest Expense	<del>70,000</del>	<del>70,000</del>	<del>70,000</del>	<del>70,000</del>	<del>70,000</del>	<del>70,000</del>	400,000	400,000
Total Outflows		<del>41,814,991</del>	<del>41,814,991</del>	<del>-41,814,991</del>	<del>-41,814,991</del>	<del>-41,814,991</del>	<del>-41,814,991</del>	44,200,000	44,200,000
<u>Inflows</u>		12 100 000	12 100 000	F 450 000					
Grant	BC Housing Grant	- <u>12,100,000</u>	- <u>12,100,000</u>	<del>- 5,450,000</del>				5,400,000	
Grant	CMHC Grant	<del>2,000,000</del>	<del>2,000,000</del>	<del></del>				500,000	
Grant	Infrastructure Grant	<del>2,000,000</del>							
Takeout Loan	Rental Bldgs A & B (First Yr Cashflow)	-23,000,000	-23,000,000						
Takeout Loan	Rental Building A			- <del>10,500,000</del>	<del>-14,000,000</del>				
Takeout Loan	Rental Building B							15,000,000	
Waitlist Sales	Building A, net closing expenses							17,500,000	
Waitlist Sales	Building B, net closing expenses			<del>-21,350,000</del>	<del>-21,350,000</del>				
Waitlist Sales	Building A & B, net closing expenses					<del>-38,700,000</del>	<del>-38,700,000</del>		38,500,000
	Parcel A Subtotal	<del>-39,100,000</del>	<del>-37,100,000</del>	<del>-38,300,000</del>	- <del>35,350,000</del>	<del>-38,700,000</del>	<del>-38,700,000</del>	38,400,000	38,500,000
Market Sales	Parcel D3, 18 Lots	<del>-20,400,000</del>	<del>-20,400,000</del>	-20,400,000	<del>-20,400,000</del>	<del>-20,400,000</del>	<del>-20,400,000</del>	22,700,000	22,700,000
Total Inflows		<del>-59,500,000</del>	<del>-57,500,000</del>	<del>-58,700,000</del>	<del>-55,750,000</del>	<del>-59,100,000</del>	<del>-59,100,000</del>	61,100,000	61,200,000
Net Inflow		17,685,009	15,685,009	16,885,009	13,935,009	17,285,009	17,285,009	16,900,000	17,000,000
Interim Fi	nancing Amount (RMOW + Construction Financing)	14,455,442	16,455,442	23,105,442	20,555,442	4,154,229	(1,845,771)	27,140,000	27,140,000



# WHISTLER

## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-033
FROM:	Corporate and Community Services	FILE:	7130-00
SUBJECT:	FIRESMART® ECONOMIC RECOVERY	FUND GRAN	IT APPLICATION

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

**That** Council endorse the Union of British Columbia Municipalities (UBCM) Community Resiliency Investment (CRI) Program FireSmart Economic Recovery Fund (FERF) grant application and, if successful, direct staff to provide overall grant management as per Union of British Columbia Municipalities grant requirements.

#### REFERENCES

Appendix A – CRI FERF Program and Application Guide

#### **PURPOSE OF REPORT**

The purpose of this Report is to seek Council endorsement for UBCM-CRI-FERF Program grant application. In order for the Resort Municipality of Whistler (RMOW) to be eligible for UBCM grant funding, a Council Resolution indicating support for the grant application and direction to provide overall grant management is required to be submitted with the application.

#### DISCUSSION

#### Background

The CRI program is a provincial program intended to reduce the risk and impact of wildfire to communities in BC through community funding, supports and priority fuel management activities.

The intent of the FERF is to support immediate job creation in order to build local wildfire resiliency and assist communities in recovering from the economic impacts of the COVID-19 pandemic.

If supported, the new term staff positions will further the engagement, education and administrative support of our FireSmart program by conducting FireSmart assessments, outreach, and documenting the progress. The additional resources will be structured to emphasize that FireSmart is a shared responsibility focusing on the prevention of home ignition during wildfire events with proactive mitigation initiatives. A focus on proactive, home-based treatments in the residential sector is a critically important part of the overall wildfire preparedness of the RMOW.

FireSmart<sup>®</sup> Economic Recovery Fund Grant Application April 6, 2021 Page 2

At a provincial scale, the wildfire risk framework starts with an analysis of the wildland urban interface (WUI), which consists of areas where urban development borders on forested areas Whistler is classified as wildfire risk class one with approximately \$16 billion (bcassessment.ca) in assets located within two km of identified wildfire risks. Five risk class ratings are applied to the WUI polygons with "one" being a higher relative risk and "five" being the lowest relative risk. Additionally, with over three million visitors annually, the community is exposed to greater likelihood of human caused ignitions.

The Whistler FireSmart Program engages the community to educate, motivate, guide and support FireSmart activities intended to reduce the potential impact of wildfire in the municipality. Building a strong understanding and appreciation of local wildfire threat, and advocating FireSmart solutions are cornerstone to these efforts. Program activities include FireSmart outreach and presentations, conducting FireSmart assessments, organizing and leading FireSmart work days with homeowners, organizing and leading volunteer groups in the Adopt-a-Trail campaign (treating forest around the valley trail system), as well as deploying FireSmart crews to deliver regular community chipper service and reducing fuel load in dense juvenile municipal forest. Collectively, these activities are the key components designed to progressively move the community toward greater wildfire resilience.

With Council support, this application will be submitted.

#### POLICY CONSIDERATIONS

FireSmart® fuel management on private lands will continue to complement the ongoing work and Municipal wildfire protection expenditures on Provincial Crown lands within the municipality. These actions are consistent with the Community Wildfire Protection Plan, Community Energy and Climate Action Plan (CECAP), and the Official Community Plan (OCP).

#### **Official Community Plan (OCP)**

#### **Community Vision**

FireSmart initiatives provide the community with a structured means to identify and mitigate the risk of wildfires. These initiatives are in alignment with Whistler's vision, as well as a number of the Goals, Objectives and Policies included within the OCP.

#### **Goals, Objectives and Policies**

This Report's recommendation is aligned with the following key goals, objectives, and policies of Whistler's OCP.

- 4.1.5. Objective Protect human safety and property from natural hazards.
  - 4.1.5.3. Policy A wildfire hazard assessment report prepared by a qualified professional in accordance with FireSmart guidelines may be required for zoning amendment and subdivision applications.
- 7.2. Goal Natural areas are proactively managed for and resilient to climate change.
  - 7.2.1.4. Policy Support residents in reducing wildfire risk on private property in alignment with FireSmart Canada guidelines and consistent with other municipal priorities.

#### **Other Relevant Policies**

The RMOW is investing in an accelerated and aggressive wildfire protection program guided by a comprehensive Wildfire Protection Strategy. The strategy includes 17 prioritized recommendations for planning, fuel reduction and outreach programs to reduce the impact of wildfire on Whistler.

Building on Whistler's leading practices to reduce greenhouse gas emissions, Whistler's Community Energy and Climate Action Plan (CECAP) was developed in 2016, setting out strategic directions and practical actions to further reduce Whistler's contribution to climate change, as well as recommending prioritized adaptation strategies to prevent or minimize the key potential impacts of projected local climate changes.

Fuel reduction by reducing the amount of highly combustible organic matter such as trees, woody debris and ground cover is an important component of Whistler's wildfire protection program and the CECAP objectives.

#### **BUDGET CONSIDERATIONS**

If successful, the UBCM CRI FERF funding will cover 100% of the \$75,000 cost to create additional supporting staff positions. This is on top of the current 2021 annual budget which includes \$400,000 of spending on the FireSmart program and associated initiatives.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

Ongoing community engagement is led by the FireSmart Supervisor and these new staff positions will enhance the RMOW's capacity in this area. The FireSmart program team will continue to work closely with homeowners through program delivery and will provide information to Whistler residents on how to FireSmart their property, assist them with understanding options, prioritizing work, fuel removal, engaging arborists, and connecting with the parks department or other land managers, as needed.

#### SUMMARY

FireSmart investments are key components of wildfire loss reduction for the community. Supporting the UBCM-CRI-FERF grant application will assist the community to expand the reach of FireSmart activities during Q2 and Q3 of 2021. As such, the purpose of this Report is to seek Council's endorsement for this grant application and for direction to provide overall grant management.

Respectfully submitted,

Scott Rogers FIRESMART SUPERVISOR for Lindsay Debou MANAGER OF PROTECTIVE SERVICES for Ted Battiston GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES



### Community Resiliency Investment Program 2021 FireSmart Economic Recovery Fund Program & Application Guide

#### 1. Introduction

The <u>Community Resiliency Investment</u> (CRI) program was announced by the provincial government in 2018 and is intended to reduce the risk of wildfires and mitigate their impacts on BC communities. As of January 2021, CRI includes three streams:

Stream 1: FireSmart Community Funding & Supports, administered by the Union of BC Municipalities (UBCM).

Stream 2: Crown Land Wildfire Risk Reduction, administered by the Ministry of Forests, Lands, Natural Resource Operations & Rural Development.

Stream 3: FireSmart Economic Recovery Fund, administered by UBCM.

#### FireSmart Economic Recovery Fund

The intent of the FireSmart Economic Recovery Fund is to support immediate job creation in order to build local wildfire resiliency and assist communities in recovering from the economic impacts of the COVID-19 pandemic. The Ministry of Forests, Lands, Natural Resource Operations and Rural Development has provided \$10 million for this funding stream.

#### 2. Eligible Applicants

Eligible applicants are:

- Local governments (municipalities or regional districts) in BC
- First Nations (bands, Treaty First Nations and Indigenous National Governments with authority for lands and resources) in BC
- Legally incorporated society-run fire departments in BC that are in good standing
- Improvement Districts that operate a fire protection service in BC

Eligible applicants can submit one application per intake, including regional applications or participation as a partnering applicant in a regional application.

#### 3. Grant Maximum

The FireSmart Economic Recovery Fund can contribute a maximum of 100% of the cost of eligible activities to a maximum of \$150,000.

As noted in Section 4, the maximum funding for regional projects is \$500,000.

In order to ensure transparency and accountability in the expenditure of public funds, all other financial contributions for eligible portions of the project must be declared and, depending on the total value, may decrease the value of the grant. This includes any other grant funding and any revenue (e.g. sale of forest products) that is generated from activities that are funded by the FireSmart Economic Recovery Fund.



#### 4. Eligible Projects

To qualify for funding, applicants must demonstrate the extent to which proposed project(s) will support immediate job creation in order to build local wildfire resiliency and assist communities in recovering from the economic impacts of the COVID-19 pandemic.

#### **Regional Projects**

Funding requests from two or more eligible applicants for regional projects may be submitted as a single application for eligible, collaborative projects. In this case, the maximum funding available would be based on the number of eligible applicants included in the application. It is expected that regional projects will demonstrate cost-efficiencies in the total grant request.

The primary applicant submitting the application for a regional project is required to submit a resolution or motion as outlined in Section 7 of this guide. Each partnering applicant is required to submit a resolution or motion that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

The total funding request for regional projects cannot exceed \$500,000.

#### 5. Requirements for Funding

To qualify for funding, projects must:

- For in-person activities, meetings or events, meet physical distancing and other public health guidance in relation to COVID-19.
- Comply with all applicable privacy legislation under the *Freedom of Information and Protection of Privacy Act* in relation to the collection, use, or disclosure of personal information while conducting funded activities. Personal information is any recorded information about an identifiable individual other than their business contact information. This includes information that can be used to identify an individual through association or inference.
- Meet all WorkSafe BC requirements and regulations, be completed by a qualified professional that is accredited by their professional association, and/or a trained and certified contractor.
- Not include activities that have been funded under the FireSmart Community Funding & Supports program, or other funding programs.
- Be a new project (retroactive funding is not available).
- Be capable of completion by the applicant within one year from the date of grant approval.

Applicants are encouraged to engage with a BC Wildfire Service Wildfire Prevention Officer or First Nations' Emergency Services Society Fuel Management Specialist to discuss proposed FireSmart and fuel management activities and opportunities for integration of planning and implementing fuel management activities on provincial Crown lands.

#### 6. Eligible & Ineligible Costs & Activities

#### **Eligible Costs & Activities**

Eligible costs are direct costs that are approved by the Evaluation Committee, properly and reasonably incurred, and paid by the applicant to carry out eligible activities. Eligible costs can only be incurred from the date of application submission until the final report is submitted.

Table 1 identifies the activities that are eligible for funding. Eligible activities must be cost-effective.

Please note that all <u>FireSmart Home Ignition Zone Assessments</u> must be conducted by a qualified Local FireSmart Representative (LFR) or Wildfire Mitigation Specialist (WMS).

#### Table 1: Activities Eligible for Funding

#### 1. JOB CREATION FOR FIRESMART PROJECTS & FUEL MANAGEMENT DEMONSTRATION

To be eligible for funding, activities in this category must result in the creation of new employment (i.e. new position(s) or increased hours for an existing part-time position(s)) and lead to one or more of the following outcomes.

#### A. FireSmart projects for residential areas:

- Completion of <u>FireSmart Home Ignition Zone Assessment Score</u> Card by a qualified LFR or WMS
- Completion of recommended mitigation activities identified in the score card, limited to labour costs required to complete activities outlined in Table 2 (see Appendix 2) for:
  - Residential homes and properties owned by seniors (65 years of age or older), elders, people with limited mobility or vulnerable populations who cannot undertake mitigation activities themselves
  - Band owned housing occupied by elders, people with limited mobility or vulnerable populations and who cannot undertake mitigation activities themselves
- Completion of a secondary <u>FireSmart Home Ignition Zone Assessment Score Card</u> after mitigation work is completed (required)

#### B. FireSmart projects for farms and ranches

- Completion of <u>Farm/Ranch Wildfire Plan Workbook</u> (it is recommended that this be completed with a qualified LFR, but not required)
- Completion of recommended mitigation activities identified in the workbook, limited to labour costs required to complete activities outlined in Table 2 (see Appendix 2) for:
  - Farms or ranches owned by seniors (65 years of age or older), elders, people with limited mobility, or vulnerable populations who cannot undertake mitigation activities themselves

#### C. FireSmart projects for community assets:

The maximum funding request for building <u>materials and labour</u> is \$50,000 per eligible structure

- Completion of <u>FireSmart Home Ignition Zone Assessment Score Card</u> or <u>FireSmart</u> <u>Critical Infrastructure Assessment</u> by a qualified LFR or WMS
- Completion of recommended mitigation activities identified in the assessment, limited to labour and material costs required to complete activities outlined in Table 3 (see Appendix 3) for:
  - Buildings or properties owned by legally incorporated society-run fire departments, local non-profit groups or community associations that are currently designated as critical to support effective emergency response to a wildfire event. This includes structures designated as Emergency Operations Centres or Emergency Support Services facilities (i.e. reception centres, group lodging locations for evacuees).
- Completion of a secondary <u>FireSmart Home Ignition Zone Assessment Score Card</u> or <u>FireSmart Critical Infrastructure Assessment</u> after mitigation work is completed (required)

#### D. FireSmart projects for critical infrastructure:

The maximum funding request for building <u>materials and labour is</u> \$50,000 per eligible structure.

- Completion of <u>FireSmart Critical Infrastructure Assessment</u> by a qualified LFR or WMS.
- Completion of recommended mitigation activities identified in the assessment, limited to labour and material costs required to complete activities outlined in Table 3 (see Appendix 3) for:
  - First Nations owned buildings or publicly owned buildings that are currently designated as critical to support effective emergency response to a wildfire event. This includes structures designated as Emergency Operations Centres or Emergency Support Services facilities (i.e. reception centres, group lodging locations for evacuees), water pump stations, communications towers, and electrical generating stations, but does not include all critical infrastructure identified through the Local Authority Emergency Plan.
- Completion of a secondary <u>FireSmart Critical Infrastructure Assessment</u> after mitigation work is completed (required).

#### E. Fuel management demonstration projects

All fuel management demonstration projects are required to have a completed prescription, include educational signage and meet the requirements of funding identified in Appendix 4.

- Completion of Fuel management prescriptions consistent with <u>BC Wildfire Service 2020</u> <u>Fuel Management Prescription Guidance Document</u>
- Completion of recommended fuel management activities, limited to:
  - o Local government land, First Nations land or Provincial Crown land
  - Locations that are visible and accessible to community members
  - Projects with rationale for project location (i.e. number of visitors)
  - Parcels no more than 5 ha

#### 2. JOB CREATION FOR SUSTAINED WILDFIRE RESILIENCY

To be eligible for funding, activities in this category must result in the creation of new employment (i.e. new position(s) or increased hours for an existing part-time position(s)) and lead to the development of local, sustained capacity for wildfire resiliency.

- <u>FireSmart Program Coordinator</u>: coordinate home assessments, establish FireSmart educational outreach program, coordinate FireSmart projects, oversee reporting and information sharing, etc.
- <u>Community FireSmart Resiliency Committee</u> Coordinator: administration of CFRC meetings, minutes and agendas, determining topics, setting meetings and furthering action items for the Committee, sharing information with the BC FireSmart Committee, etc.
- Qualified Local FireSmart Representative: conducting Home Ignition Zone Assessments, conducting Critical Infrastructure Assessments, facilitating Farm and Ranch Workbook preparation, delivering champion workshops, assisting neighbourhoods in working towards FireSmart Canada Neighbourhood Recognition, etc.
- Summer, co-op students or youth: FireSmart education projects (door knocking, pamphlets, events, etc.)
- Neighbourhood champions undertaking activities required for FireSmart Canada Neighbourhood Recognition: coordinating FireSmart activities, delivering workshops and

education presentations, completing and submitting the FireSmart Canada Neighbourhood Recognition Program application

#### 3. SKILLS DEVELOPMENT THAT LEADS TO EMPLOYMENT

To be eligible for funding, activities in this category must result in the creation of new employment (i.e. new position(s) or increased hours for an existing part-time position(s)) as identified above by providing skills development and training that leads immediate employment.

- Delivery of training including instructor costs, travel, tuition and course fees
- LFR training in order to undertake FireSmart assessments for FireSmart projects
- Training, including training specific to youth, to support FireSmart projects and fuel management demonstration projects:
  - Basic first aid (Level 1 with transportation endorsement if required)
  - o Basic Power Saw Safety
  - Danger Tree Assessment Certification
  - Project Management for Operational Project implementation, monitoring and reporting.
  - Basic FireSmart Landscaping (i.e. how to plant, identify plants, maintain, etc.)
  - Archeological site identification

The following expenditures are also eligible provided that they relate directly to the eligible activities identified in Table 1:

- Incremental applicant staff and administration costs (i.e. creating a new position or adding new responsibilities to an existing position).
- Consultant costs
- Purchasing FireSmart supplies and equipment required for FireSmart projects or fuel management demonstration projects (hand saws, brush saws, loppers, forestry measuring tapes to gauge zone distance, gloves, ladders, personal protective equipment, sanitation supplies, basic first aid supplies, etc.). Note this is limited to no more than \$3,000 of the total grant request.
- Public information costs

#### **Ineligible Costs & Activities**

Any activity that is not outlined above or is not directly connected to activities approved in the application by the Evaluation Committee is not eligible for grant funding. This includes:

- Purchase of chainsaws, structural protection equipment, major capital items, major fire apparatus or vehicles
- Routine or ongoing operating costs (i.e. heating and lighting; security; software subscriptions or other subscription fees)
- Use of a fire department during an emergency
- Training offered through the <u>Provincial Emergency Management Training Program</u>
- Major capital improvements or renovations to existing facilities and/or construction of new, permanent facilities, outside of FireSmart projects identified in Table 1
- Costs related to developing or submitting the application package

#### Application Deadline

The application deadline is **March 19, 2021**. Applicants will be advised of the status of their application within 90 days of the application deadline.

#### **Required Application Contents**

All applicants are required to submit:

- Completed Application Form.
- Detailed budget for each component identified in the application. This must clearly identify the funding request, applicant contribution, and/or other grant funding.
- <u>For FireSmart projects for community assets only</u>: evidence that building is owned by a legally incorporated society-run fire department, local non-profit group, or community association.
- <u>For fuel management demonstration projects only</u>: PDF map <u>and</u> Google Earth compatible KML file, at appropriate scale, outlining the location, proposed treatments units, and if not phased, the signed and sealed prescription.
- <u>For regional projects only</u>: resolution or motion from each partnering applicant that <u>clearly states</u> <u>their approval for the primary applicant to apply for, receive and manage the grant funding on</u> <u>their behalf</u>.

#### Resolutions or motions from partnering applicants must include the language above

If the applicant is a local government, First Nation or improvement district, the following must also be submitted:

 Local government Council or Board resolution, Band Council resolution, Treaty First Nation resolution, or improvement district Trustee resolution, indicating support for the current proposed activities and willingness to provide overall grant management

If the applicant is a legally incorporated society-run fire department, they must also submit:

- Board of Directors motion indicating support for the current proposed activities and willingness to provide overall grant management
- Current Certificate of Good Standing

#### Submission of Applications

Applications should be submitted as Word or PDF files. If you choose to submit your application by e-mail, hard copies do not need to follow.

All applications should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: cri@ubcm.ca Mail: 525 Government Street, Victoria, BC, V8V 0A8

#### **Review of Applications**

UBCM will perform a preliminary review of applications to ensure the required application elements have been submitted and to ensure that basic eligibility criteria have been met. Only complete application packages will be reviewed.

Following this, the Evaluation Committee will assess and score all eligible applications. Higher application review scores will be given to projects that:

- Meet the intent of the FireSmart Economic Recovery Fund by clearly demonstrating:
  - o Immediate job creation, including estimates of the per person days per project.
  - $\circ$   $\;$  Increased and sustainable local wildfire resiliency.
  - $\circ$  Local recovery from the economic impacts of the COVID-19 pandemic.
- Demonstrate longer-term capacity building.
- Demonstrate rationale for proposed activities.
- Are outcomes-based, sustainable, and include performance measures.
- Include collaboration with one or more partners (e.g. community or resident organization, First Nation or Indigenous organization, other local governments, industry, or other levels of government).
- In cases where the total project cost exceeds the grant request, include in-kind or cash
  contributions to the project from the eligible applicant, community partners, or other grant funding.
- Demonstrate cost-effectiveness and be in general alignment with established CRI FireSmart cost benchmarks

Point values and weighting have been established within each of these scoring criteria. Only those applications that meet a minimum threshold point value will be considered for funding. The Evaluation Committee will consider the provincial and regional distribution of all proposed projects. Funding decisions will be made on a provincial priority basis.

All application materials will be shared with the Province of BC and the BC FireSmart Committee

#### 8. Grant Management & Applicant Responsibilities

Grants are awarded to eligible applicants only and, as such, the applicant is responsible for completion of the project as approved and for meeting reporting requirements.

Applicants are also responsible for proper fiscal management, including maintaining acceptable accounting records for the project. UBCM reserves the right to audit these records.

#### Notice of Funding Decision

All applicants will receive written notice of funding decisions. Approved applicants will receive an Approval Agreement, which will include the terms and conditions of any grant that is awarded, and that is required to be signed and returned to UBCM.

Grants are paid at the completion of the project and only when the final report requirements have been met. However, to support economic recovery efforts, approved applicants may request an initial payment of no more than 25% of the approved grant after the Approval Agreement has been returned to UBCM.

Please note that in cases where revisions are required to an application, or an application has been approved in principle only, the applicant has 30 days from the date of the written notice of the status of the application to complete the application requirements. Applications that are not completed within 30 days may be closed.

#### **Progress Payments**

Grants under the FireSmart Economic Recovery Fund program are paid at the completion of the project and only when the final report requirements have been met.

To request a progress payment, approved applicants are required to submit:

- Description of activities completed to date
- Description of funds expended to date
- Written rationale for receiving a progress payment

#### Changes to Approved Projects

Approved grants are specific to the project as identified in the application, and grant funds are not transferable to other projects. Approval from the Evaluation Committee will be required for any significant variation from the approved project.

To propose changes to an approved project, approved applicants are required to submit:

- Revised application package, including updated, signed application form, updated budget and an updated resolution
- Written rationale for proposed changes to activities and/or expenditures

The revised application package will then be reviewed by the Evaluation Committee at the next scheduled meeting.

Applicants are responsible for any costs above the approved grant unless a revised application is submitted and approved prior to work being undertaken.

#### Extensions to Project End Date

All approved activities are required to be completed within one year of approval. Under exceptional circumstances, an extension beyond this date may be requested in writing and is subject to approval by the Evaluation Committee.

#### 9. Interim Reporting & Final Report Requirements & Process

Applicants with phased fuel management demonstration projects are required to submit an interim report before fuel management treatments commence. Refer to Appendix 4 for requirements

All funded activities must be completed within one year of notification of funding approval and the final report is due within 30 days of project completion.

Applicants are required to submit an electronic copy of the complete final report, including the following:

- Completed Final Report Form
- Financial summary
- Copies of any training or capacity building materials that were produced with grant funding.
- Optional: photos and/or media directly related to the funded project

#### Submission of Final Reports

All final reports should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: cri@ubcm.ca

Mail: 525 Government Street, Victoria, BC, V8V 0A8

#### All final report materials will be shared with the Province of BC and BC FireSmart Committee

#### 10. Additional Information

For enquiries about the application process or general enquiries about the program, please contact:

Union of BC Municipalities 525 Government Street Victoria, BC, V8V 0A8

E-mail: cri@ubcm.ca

Phone: (250) 356-2947

#### **Appendix 1: Definitions**

**First Nations land**: First Nation reserve land, land owned by a Treaty First Nation (as defined by the *Interpretation Act*) within treaty settlement lands, or land under the authority of an Indigenous National Government.

**First Nations owned buildings**: Buildings owned by a Treaty First Nation (as defined by the *Interpretation Act*) within treaty settlement lands or buildings owned by a First Nation band.

Local Government owned land: Land owned by a municipality or regional district.

**Publicly owned buildings**: Buildings owned by a local government, eligible improvement district, or public institution (such as health authority or school district).

**Publicly, provincially, and First Nations owned critical infrastructure**: Assets owned by the Provincial government, local government, public institution (such as health authority or school district), First Nation or Treaty First Nation that are either:

- Identified in a Local Authority Emergency Plan Hazard, Risk & Vulnerability Analysis and/or Critical Infrastructure assessment and/or
- Essential to the health, safety, security or economic wellbeing of the community and the effective functioning of government (such as fire halls, emergency operations centres, radio repeaters, etc.).

**Vegetation management**: The general goal of vegetation management is to reduce the potential wildfire intensity and ember exposure to people, infrastructure, structures, and other values through manipulation of both the natural and cultivated vegetation that is within or adjacent to a community.

Vegetation management can be accomplished through two different activities:

- 1. **Residential scale FireSmart landscaping**: The removal, reduction, or conversion of flammable plants (such as landscaping for residential properties, parks and open spaces) in order to create more fire-resistant areas in FireSmart Non-combustible Zone and Priority Zones 1, 2 and 3. Refer to the FireSmart Guide to Landscaping.
- Fuel management treatments: The manipulation or reduction of living or dead forest and grassland fuels to reduce the rate of spread and head fire intensity, and enhance likelihood of successful suppression, generally outside of FireSmart Non-combustible Zone and Priority Zones 1, 2 and 3. See Appendix 3 for more information.

**Vulnerable populations:** groups and communities that are at a higher risk for poor health as a result of the barriers they experience to social, economic, political and environmental resources, as well as limitations due to illness or disability

## Appendix 2: Eligible Activities for FireSmart Projects for Residential Areas and Farms and Ranches

All assessments of residential properties or homes are required to be completed on the <u>FireSmart Home</u> <u>Ignition Zone Assessment Score Card</u>. This is a short assessment and should not take more than 2 to 3 hours to complete.

A secondary <u>FireSmart Home Ignition Zone Assessment Score Card</u> is required to be completed for all residential properties or homes for which mitigation activities are undertaken.

All assessments of farms and ranches are required to be completed on the <u>Farm/Ranch Wildfire Plan</u> <u>Workbook</u>.

	le 2: Eligible Ac iches (labour co	tivities for FireSmart Projects for Residential Areas and Farms and osts only)
Hor	ne or Structure	
1	Roof Material Gutters Vents and Openings	<ul> <li>Install UL/ASTM fire-rated roofing (metal, clay, asphalt shingles)</li> <li>Install non-combustible gutters and/or gutter covers</li> <li>Remove roof surface tree needles, debris or overhanging branches</li> <li>Install closed eaves and/or non-combustible fire-rated vents or vents with 3 mm screening</li> </ul>
2	Building Exterior or Siding	<ul> <li>Install ignition resistant (fibre cement board or log) or non-combustible (stucco, metal, brick/stone) exterior siding material</li> <li>Repair gaps, cracks or holes where embers could lodge or penetrate</li> <li>Provide 15 cm non-combustible vertical ground-to-siding clearance</li> </ul>
3	Windows & Doors	<ul> <li>Install tempered glass in all doors and windows</li> <li>Replace single pane window glass with multi pane / thermal window glass</li> <li>Repair gaps in doors / garage doors where embers could accumulate or penetrate</li> </ul>
4	Balcony, deck, porch	<ul> <li>Install non-combustible or fire-rated, solid (no gaps or cracks) deck surface and support construction</li> <li>Close up open deck structures or remove all combustibles below deck</li> </ul>
Yar	d / Non-Combus	stible Zone (0 to 1.5 metres from Home)
5	1.5 metres from furthest extent of home	<ul> <li>Replace combustible surfaces with non-combustible surfaces</li> <li>Remove combustible debris, materials, fences or plants</li> </ul>
Yar	d / Zone 1 (1.5 to	o 10 metres from Home)
6	Adjacent Combustibles	<ul> <li>Move woodpiles, building materials and all other combustibles into Zone 2 or enclose in an outbuilding that meets FireSmart guidelines</li> </ul>
7	Outbuildings not meeting FireSmart guidelines	<ul> <li>Relocate outbuildings not meeting FireSmart guidelines more than 10 metres from home or upgrade outbuildings to meet FireSmart guidelines</li> </ul>
8	Trees	Replace (with deciduous) or remove coniferous (evergreen) species

9	Surface vegetation and combustible materials	<ul> <li>Cut and maintain grass to less than 10 cm or shorter</li> <li>Replace flammable - continuous or tall growing plants with low flammability, low growing, discontinuous plants</li> <li>Remove branches, logs and needles, leaves and debris accumulations</li> </ul>									
Note have	<b>Yard / Zone 2 (10 to 30 metres from Home) and Zone 3 (30 to 100 metres from Home)</b> Note: Zone 3 should not be addressed until the building, Non-Combustible Zone, Zone 1 and Zone 2 have <b>first</b> been addressed. Consider seeking the guidance of a forest professional with wildland fire knowledge on appropriate management options for Zone 3.										
10	Trees	<ul> <li>Thin coniferous trees or replace with deciduous tree species</li> <li>Remove conifer tree branches within 2 metres of the ground</li> </ul>									
11	Surface Vegetation	<ul> <li>Reduce surface vegetation – long grass and flammable shrubs</li> <li>Reduce accumulations of branches, logs and debris</li> </ul>									

## Appendix 3: Eligible Activities FireSmart Projects for Community Assets and Critical Infrastructure

All assessments for community assets or critical infrastructure are required to be completed on the <u>FireSmart Home Ignition Zone Assessment Score Card</u> or <u>FireSmart Critical Infrastructure Assessment</u> <u>Form</u>. This is a relatively short assessment and should not take more than 4 to 8 hours.

A secondary <u>FireSmart Home Ignition Zone Assessment Score Card</u> or <u>FireSmart Critical Infrastructure</u> <u>Assessment Form</u> is required to be completed for all community assets or critical infrastructure for which mitigation activities are undertaken.

Infra	nfrastructure									
Con	nmunity Asset or Critica	l Building								
1	Roof material and construction	<ul> <li>Install class A UL/ASTM fire rated roof covering (e.g. Metal, rated hot lay, clay tile or asphalt shingles)</li> <li>Remove unrated roof covering (including wood shakes and wood shingle roofs)</li> </ul>								
2	Roof covering	<ul> <li>Ensure there are no gaps, openings that expose combustible building components, or enclosed spaces where embers could accumulate, lodge, or penetrate</li> </ul>								
3	Gutters (combustible or non- combustible)	<ul> <li>Ensure there are non-combustible gutters, no exposed combustible fascia/roof covering above gutters (metal or aluminum), or no gutters</li> <li>Remove combustible (plastic, vinyl, wood) and/or exposed combustible fascia/roof covering above gutter</li> </ul>								
4	Cleanliness of roof and gutters	Remove all needles, leaves, or other combustible materials								
5	Eaves	• Ensure all eaves are closed or no eaves/no gaps or holes/no unprotected areas to attic /interior of building, vents with 3 mm (1/8") non- combustible screening, operational louvres and flaps/ASTM ember resistant rated vents.								
6	HVAC/active ventilation systems	<ul> <li>Ensure all HVAC/active ventilation system with 24 hour onsite operator, or remote shut-down capability</li> </ul>								
7	Exterior siding	<ul> <li>Install ignition resistant (cement fibre board, log) or non-combustible (stucco, metals, concrete, brick/stone)</li> <li>Ensure there are no gaps or cracks, missing siding, or holes</li> </ul>								
8	Walls	<ul> <li>Ensure there is no less than 15 centimetres non-combustible vertical ground-to-siding surface</li> </ul>								
9	Fire resistant windows or doors (including large doors/garage doors)	<ul> <li>Install tempered glass in all doors and windows and treated Non- combustible Zone and Priority Zone 1; no gaps in ANY doors, OR no windows</li> </ul>								
10	Underside of the balcony, deck, porch,	<ul> <li>Ensure balcony, deck, porch, or other building extensions/open foundations are sheathed in with fire resistant/non-combustible</li> </ul>								

 Table 3: Eligible Activities FireSmart Projects for Community Assets and Critical

 Infrastructure

	other building	materials, or non-combustible siding, no gaps or cracks, OR open
	extensions or open foundation	heavy timber, non-combustible or fire-rated construction OR non- combustible surface and no combustible debris under deck/extension AND treated Non-combustible Zone, Priority Zone 1 and Priority Zone 2 and slope set-back (if applicable)
11	Building set back from the edge of a slope	• Ensure the building is located on flat ground that extends to the full distance of Priority Zone 2
Criti	cal Structures – Utility F	Poles, Communications Towers, Bridges, Pipeline Valve Stations
1	Valve station/substation/ Propane Tanks	<ul> <li>Ensure a non-combustible surface is continuous under all combustible infrastructure</li> </ul>
2	Utility line poles or critical component (weather stations,	<ul> <li>Ensure poles/ support structures are constructed of non- combustible material (metal or concrete)</li> </ul>
	antennae masts, cellular towers)	• Ensure non-combustible or combustible poles or support structures are free of petroleum/ accelerant-based coatings, cracks and gaps where embers may accumulate, lodge, or penetrate and non- combustible surface is continuous under all combustible infrastructure
3	Critical component	• Ensure critical components are not constructed of materials that are susceptible to damage from significant radiant or convective heat fluxes OR Critical components are constructed of materials that are susceptible to damage from significant radiant or convective heat fluxes and Non-combustible Zone and/or Priority Zone 1 and/or Priority Zone 2 are treated.
		• Ensure critical components are not constructed of materials that are susceptible to damage from embers or OR Critical components are constructed of materials that are susceptible to damage from embers but are free any gaps, holes or areas where embers could accumulate, lodge, or penetrate.
4	Bridge	Ensure structure is constructed of non-combustible material (metal or concrete)
		<ul> <li>Ensure combustible structure is free of cracks and gaps where embers may lodge</li> </ul>
Non	-Combustible Zone (0 to	o 1.5 metres)
1	1.5 metres from furthest extent of building or critical structure (includes overhangs, extensions and decks)	<ul> <li>Create non-combustible surface, no combustible debris, materials, fences or plants present</li> </ul>
Zone	e 1 (1.5 to 10 metres)	
1	Where flammable substances, or other combustible materials are stored (Vehicles, flammable liquids/	<ul> <li>Make sure there is more than 10 metres from the structure, or in an approved and ember resistant storage container</li> </ul>

	gases construction materials, debris etc.)			
2	Where unmitigated non-critical outbuildings are located (buildings that are not-mitigated to the same standards as the primary building or critical structure)	<ul> <li>Make sure they are more than 15 metres from primary structure</li> </ul>		
3	Type of forest that grows within 10 metres of the building, outbuilding or critical structures	• Ensure no trees or healthy deciduous (i.e. poplar, aspen, birch)		
4	Surface vegetation and combustible materials that are within 10 metres of the building, outbuildings or critical structures	<ul> <li>Ensure no vegetation; Well maintained lawn (15 centimetres; 6 inches or shorter); low flammability; low growing discontinuous plants with treated Non-combustible Zone (0-1.5 metres)</li> </ul>		
Zone 2 (10 to 30 metres)				
1	Type of forest that grows within 10-30 metres of the building, outbuilding or critical structures	• Ensure no trees or healthy deciduous (i.e. poplar, aspen, birch)		
2	Surface vegetation and combustible materials that are within 10- 30 metres of the building, outbuildings or critical structures	Ensure none within 10 - 30 metres		
3	Low tree branches within 2 metres of the ground	<ul> <li>Remove all within 10 – 30 metres</li> </ul>		

#### Appendix 4 – Funding Requirements for Fuel Management Demonstration Projects

#### Fuel Management Demonstration Projects

Fuel Management Demonstration Projects are small-scale projects in areas that are designed to:

- Demonstrate fuel management treatments and increase public awareness of fuel management
- Test methodologies and equipment prior to implementing large-scale operational fuel treatment projects
- Explore the economic and operational viability of different fuel treatment methodologies

A completed prescription is required for all demonstration projects, including all maps.

#### Prescriptions

A Fuel Management Demonstration Project Prescription is a document that identifies the objectives and strategies to lower the wildfire hazard in an identified area. Prescriptions ensure that proposed treatments include clearly defined objectives for fuel management that will result in a measurable reduction in the wildfire risk to a value while meeting all legislated and non-statutory requirements. Updating prescriptions for maintenance treatments on previous demonstration projects is also eligible for funding.

Prescriptions that are part of phased projects (discussed below) or that have been funded outside of the CRI or SWPI program streams are required to undergo a technical review by the BCWS.

Maintenance treatments (generally for areas that have had fuel management demonstration projects in the last 5 to 15 years) are eligible for funding.

Eligible Fuel Management Demonstration Project Costs & Activities:

- Development of prescription
- Pre-treatment activities: activities required to obtain authorizations, danger tree assessments, notification to First Nations and stakeholders, and public engagement activities
- Treatments: pruning, thinning, tree falling, brushing, grazing, debris management (e.g. pile and burning) and/or reforestation
- Post-treatment activities: completion of post treatment data collection, signage, post treatment report and education and/or media related to the demonstration project
- Preparation of all final report requirements, including maps, spatial data and metadata, including a post treatment report

#### Phased Projects

Applicants can apply for fuel management demonstration projects that include prescription <u>and</u> fuel management treatment for the same treatment unit(s) provided that sufficient detail on estimated treatment size and post-treatment outcomes are included. Under the FireSmart Economic Recovery Fund, this is considered a phased project and specific funding conditions will apply.

#### Interim Report Requirements for Phased Projects Only

For projects that include prescription plan development and fuel management treatment for the same treatment unit(s) the following is required to be submitted to UBCM <u>prior to starting the treatment</u>:

- The completed signed/sealed prescription.
- For treatment on Crown land only, confirmation that First Nations information sharing has been completed.

In addition, in order to receive authorizations for the treatment, the land manager will require the completed prescription, as well as additional information, such as maps.

#### **Final Report Requirements**

In addition to the required final report materials for the FireSmart Economic Recovery Fund, projects that include fuel management activities are required to submit the following.

Table 4: Fuel Management Final Report Requirements				
Fuel Management Prescriptions	Fuel Management Demonstration Projects			
Copy of the fuel management prescription that is signed and sealed by a Registered Forest Professional including all ancillary assessments (e.g. terrain stability).	Post- treatment report with updated survey data collection as per direction in the prescription, summary of post treatments conditions and fire behaviour outcomes and relationship to prescription treatment objectives. A minimum of three pre and post-treatment pictures per treatment unit.			
PDF maps	PDF map			
	Spatial data for Provincial Crown land treatments is required to be entered into RESULTS and the Activity Treatment ID is required as evidence of a successful RESULTS entry. Please refer to the "RESULTS Information Submission Specifications: Government Funded Activities" document found in the "Submission Specifications Data Requirements" section.			



# WHISTLER

## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 06, 2021	<b>REPORT:</b>	21-034
FROM:	Corporate and Community Services	FILE:	854
SUBJECT:	COMMUNITY EMERGENCY PREPAREDN OPERATIONS CENTRE COMMUNICATION		

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

**That** Council endorse the submission of the grant application to the Union of B.C Municipalities' Community Emergency Preparedness Fund (CEPF) under the Emergency Operations Centre and Training funding stream to a maximum of \$25,000;

That Council support the proposed activities in this grant application; and further

**That** Council supports the RMOW Emergency Program providing overall grant management for the project if successfully funded.

#### REFERENCES

Appendix A – 2021 EOC and Training Program and Application Guide

#### PURPOSE OF REPORT

The purpose of this Report is to obtain Council's endorsement of a grant application to the Union of British Columbia Municipalities (UBCM). The proposed application for the Emergency Operations Centre (EOC) Communications Project 2021 is eligible for a maximum of \$25,000. In order for the RMOW to be eligible for UBCM grant funding, a Council Resolution indicating support for the grant application and direction to provide overall grant management must be submitted with the application.

#### DISCUSSION

UBCM is currently accepting grant applications to the Emergency Operations Centre and Training stream of funding. The grant program and application guide for this opportunity are included as Appendix A of this report. Through this grant program, the RMOW seeks to fund the EOC Communications Project 2021.

#### Background

The RMOW initiated a strategy to improve communications during large scale emergency response events by hosting a working group in 2018 to identify existing gaps in inter-agency communications.

This working group, comprised of several first response agencies, determined that the lack of a common operating radio frequency that could be utilized throughout the valley created a meaningful barrier to effective communications during large scale EOC supported events. In 2019, the RMOW was successful in securing a grant from the UBCM CEPF stream that provided funding for a new digital repeater on Whistler Peak. Along with this repeater the RMOW applied for a radio frequency that would allow inter-agency communication from EOC to site level during an emergency event.

The proposed EOC Communications Project 2021 will further support bridging this communication gap by providing 15 dual band digital/analogue hand held radios that can be used to coordinate an interagency response during future large scale response efforts.

#### POLICY CONSIDERATIONS

#### Official Community Plan

This grant application aligns with the following goals, objectives and policies of Whistler's OCP:

#### 8. Health Safety and Well Being

**8.6. Goal**: Create and embed effective governance mechanisms and partnerships to create trust, responsibility and accountability.

**8.6.2. Objective:** Work with partners to achieve mutual benefits.

#### 8.6.2.1. Policy

Collaborate with community and regional partners wherever possible and practical.

#### 8.7. Goal: Ensure Whistler is a safe and secure resort community.

**8.7.2. Objective**: Maintain a safe community through the provision of sufficient fire, rescue and emergency services.

#### 8.7.2.12. Policy

Review and maintain the Comprehensive Emergency Management Plan to identify high-risk facilities or situations in the community and to plan for a coordinated emergency response.

#### 8.7.2.13. Policy

Facilitate a centrally located, multi-agency Emergency Operations Centre.

#### **BUDGET CONSIDERATIONS**

If the grant application is successful, the project described above will be 100% grant funded. Staff time to administer the projects will be funded through existing 2021 RMOW operating budgets.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

The Emergency Program collaborated with community stakeholders to provide input as subject matter experts in their respective fields. This included BC Communications, Whistler Fire Rescue Services, Whistler Search and Rescue as well RMOW staff.

Community Emergency Preparedness Fund – Emergency Operations Centre Communications Project 2021 April 6, 2021 Page 3

#### SUMMARY

Staff is seeking Council's endorsement of the grant application for the Union of B.C Municipalities' Community Emergency Preparedness Fund which will enhance the capacity of the RMOW Emergency Program by adding 15 dual band digital/analogue hand held radios. A Council resolution indicating support for the grant application, and direction to provide overall grant management must be submitted with the application.

Respectfully submitted,

Ryan Donohue EMERGENCY PROGRAM COORDINATOR for Lindsay Debou MANAGER OF PROTECTIVE SERVICES for Ted Battiston GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES
### **Community Emergency Preparedness Fund**

## **Emergency Operations Centres & Training**

### 2021 Program & Application Guide

#### 1. Introduction

The <u>Community Emergency Preparedness Fund</u> (CEPF) is a suite of funding programs intended to enhance the resiliency of local governments, First Nations and communities in responding to emergencies. Funding is provided by the Province of BC and is administered by Union of BC Municipalities (UBCM).

As of September 2020, the funding streams include:

- Evacuation route planning
- Structural flood mitigation
- Flood risk assessment, flood mapping and flood mitigation planning
- Emergency support services
- Emergency operations centres and training

#### Background

An Emergency Operations Centre is a physical location where representatives come together during an emergency to coordinate response and recovery actions and resources, support emergency response personnel in the field, and coordinate all official communications regarding the emergency.

Under the *Emergency Program Act*, municipalities and regional districts are responsible for responding to emergencies in their area. In April 2017, Emergency Management BC entered into a 10-year service agreement with Indigenous Services Canada in order to be able to provide equivalent emergency management services to First Nations.

#### **Emergency Operations Centres & Training Funding Stream**

The intent of this funding stream is to support eligible applicants to build local capacity through the purchase of equipment and supplies required to maintain or improve Emergency Operations Centres (EOC) and to enhance EOC capacity through training and exercises. Ongoing operational costs are not eligible.

#### 2. Eligible Applicants

All local governments (municipalities and regional districts) and all First Nations (bands and Treaty First Nations) in BC are eligible to apply.

Eligible applicants can submit one application per intake, including regional applications or participation as a partnering applicant in a regional application.



Appendix A

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#### 3. Eligible Projects

In order to qualify for funding, applications must demonstrate the extent to which proposed projects will maintain or improve EOCs and/or enhance EOC capacity.

In addition, to qualify for funding, projects must be:

- A new project (retroactive funding is not available)
- Capable of completion by the applicant within one year from the date of grant approval
- In alignment with Emergency Operations Centre Operational Guidelines

#### **Regional Projects**

Funding requests from two or more eligible applicants for regional projects may be submitted as a single application for eligible, collaborative projects. In this case, the maximum funding available would be based on the number of eligible applicants included in the application. It is expected that regional projects will demonstrate cost-efficiencies in the total grant request.

The primary applicant submitting the application for a regional project is required to submit a resolution as outlined in Section 6 of this guide. Each partnering applicant is required to submit a resolution that clearly states their approval for the primary applicant to apply for, receive, and manage the grant funding on their behalf.

#### 4. Eligible & Ineligible Costs & Activities

#### **Eligible Costs & Activities**

Eligible costs are direct costs that are approved by the CEPF Evaluation Committee, properly and reasonably incurred, and paid by the applicant to carry out eligible activities. Eligible costs can only be incurred from the date of application submission until the final report is submitted.

Eligible activities must be cost-effective and may include:

- Purchase and installation of equipment and supplies to maintain or improve EOCs (e.g. information technology, communication systems, generators, trailers, etc.)
- Training and exercises to increase EOC capacity
- Establishing public emergency communications systems or programs

It is expected that in-person activities, meetings or events meet social distancing and other public health guidance in relation to COVID-19.

The following expenditures are also eligible provided they relate directly to the eligible activities identified above:

- Consultant costs
- Incremental applicant staff and administration costs
- Public information costs

#### Ineligible Costs & Activities

Any activity that is not outlined above or is not directly connected to activities approved in the application by the CEPF Evaluation Committee is not eligible for grant funding. This includes:

- Routine or ongoing operating costs (i.e. heating and lighting; security; software subscriptions or other subscription fees)
- Use of an EOC during an emergency
- Training offered and paid by the Provincial Emergency Management Training Program

- Major capital improvements or renovations to existing facilities and/or construction of new, permanent facilities
- Purchase of vehicles
- Costs related to developing or submitting the application package

#### 5. Grant Maximum

The Emergency Operations Centres & Training funding stream can contribute a maximum of 100% of the cost of eligible activities to a maximum of \$25,000.00.

In order to ensure transparency and accountability in the expenditure of public funds, all other grant contributions for eligible portions of the project must be declared and, depending on the total value, may decrease the value of the grant.

#### 6. Application Requirements & Process

#### Application Deadline

The application deadline is **March 26, 2021**. Applicants will be advised of the status of their application within 90 days of the application deadline.

#### **Required Application Contents**

- Completed Application Form
- Local government Council or Board resolution, Band Council resolution or Treaty First Nation resolution, indicating support for the current proposed activities and willingness to provide overall grant management.
- Detailed budget for each component identified in the application. This must clearly identify the CEPF funding request, applicant contribution, and/or other grant funding.
- <u>For regional projects only</u>: local government Council or Board resolution, Band Council resolution or Treaty First Nation resolution from each partnering applicant that <u>clearly states their approval</u> for the primary applicant to apply for, receive and manage the grant funding on their behalf.

#### Resolutions from partnering applicants must include the language above

#### Submission of Applications

Applications should be submitted as Word or PDF files. If you choose to submit your application by e-mail, hard copies do not need to follow.

All applications should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca Mail: 525 Government Street, Victoria, BC, V8V 0A8

#### **Review of Applications**

UBCM will perform a preliminary review of applications to ensure the required application elements (identified above) have been submitted and to ensure that basic eligibility criteria have been met. Only complete application packages will be reviewed.

Following this, the CEPF Evaluation Committee will assess and score all eligible applications. Higher application review scores will be given to projects that:

• Were not funded as part of the 2018, 2019 or 2020 Emergency Operations Centres intake

- Clearly demonstrate how EOCs will be maintained or improved and/or demonstrate that EOC capacity will be enhanced
- Consider large scale Emergency Support Services scenarios
- Support recommendations or requirements identified in the local Emergency Plan
- Demonstrate transferability to other local governments and First Nations in BC
- Include in-kind or cash contributions to the project from the eligible applicant, partnering applicant(s), community partners or other grant funding
- Are cost-effective

Point values and weighting have been established within each of these scoring criteria. Only those applications that meet a minimum threshold point value will be considered for funding. The CEPF Evaluation Committee will consider the provincial and regional distribution of all proposed projects. Funding decisions will be made on a provincial priority basis.

#### All application materials will be shared with the Province of BC

#### 7. Grant Management & Applicant Responsibilities

Grants are awarded to eligible applicants only and, as such, the applicant is responsible for completion of the project as approved and for meeting reporting requirements.

Applicants are also responsible for proper fiscal management, including maintaining acceptable accounting records for the project. UBCM reserves the right to audit these records.

It is expected that in-person activities, meetings or events meet social distancing and other public health guidance in relation to COVID-19.

#### Notice of Funding Decision

All applicants will receive written notice of funding decisions. Approved applicants will receive an Approval Agreement, which will include the terms and conditions of any grant that is awarded, and that is required to be signed and returned to UBCM. Grants are paid at the completion of the project and only when the final report requirements have been met.

Please note that in cases where revisions are required to an application, or an application has been approved in principle only, the applicant has 30 days from the date of the written notice of the status of the application to complete the application requirements. Applications that are not completed within 30 days may be closed.

#### **Changes to Approved Projects**

Approved grants are specific to the project as identified in the application, and grant funds are not transferable to other projects. Approval from the CEPF Evaluation Committee will be required for any significant variation from the approved project.

To propose changes to an approved project, approved applicants are required to submit:

- Revised application package, including updated, signed application form, updated budget and an updated Council or Board resolution
- Written rationale for proposed changes to activities and/or expenditures

The revised application package will then be reviewed by the CEPF Evaluation Committee at the next scheduled meeting.

Applicants are responsible for any costs above the approved grant unless a revised application is submitted and approved prior to work being undertaken.

#### Extensions to Project End Date

All approved activities are required to be completed within one year of approval. Under exceptional circumstances, an extension beyond this date may be requested in writing and is subject to approval by the CEPF Evaluation Committee.

#### 8. Final Report Requirements & Process

All funded activities must be completed within one year of notification of funding approval and the final report is due within 30 days of project completion.

Applicants are required to submit an electronic copy of the complete final report, including the following:

- Completed Final Report Form
- Financial summary
- Copies of any training or capacity building materials that were produced with grant funding
- Optional: photos and/or media directly related to the funded project

#### **Submission of Final Reports**

All final reports should be submitted to:

Local Government Program Services, Union of BC Municipalities

E-mail: cepf@ubcm.ca Mail: 525 Government Street, Victoria, BC, V8V 0A8

All final report materials will be shared with the Province of BC.

#### 9. Additional Information

For enquiries about the application process or general enquiries about the program, please contact:

Union of BC Municipalities 525 Government Street Victoria, BC, V8V 0A8

E-mail: cepf@ubcm.ca

Phone: (250) 387-4470



# WHISTLER

## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

**REPORT:** 21-035

**FROM:** Resort Experience

FILE: DVP01208

SUBJECT: DVP01208 - 9007 SUMMER LANE – SETBACK VARIANCE FOR A DETACHED DWELLING

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

**That** Council approve the issuance of Development Variance Permit DVP01208 for the proposed development located at 9007 Summer Lane to vary the north side setback from 3 metres to 0.73 metres for a detached dwelling, as shown on architectural plans A1, A5, A6, A7a, and A8 prepared by Mel Mekinda dated February 27, 2021, attached as Appendix B to Administrative Report to Council No. 21-035.

#### REFERENCES

Location:9007 Summer LaneLegal:PID: 008-043-353 Lot 8 Block N District Lot 3625 Plan 13684Owner(s):Lichtenstein, Samuel Victor; Stilwell, Evelyn MoiraZoning:RS1 (Single Family Residential One)

Appendix A – Location Map Appendix B – Architectural Plans

#### **PURPOSE OF REPORT**

This Report seeks Council's consideration to approve the issuance of Development Variance Permit DVP01208 to vary the side setback provision in "Zoning and Parking Bylaw No. 303, 2015" for a detached dwelling at 9007 Summer Lane.

Council has the authority to vary "Zoning and Parking Bylaw No. 303, 2015" through Section 498 of the *Local Government Act.* 

#### DISCUSSION

The subject property is located at 9007 Summer Lane in the Emerald neighbourhood as shown in Appendix A.

The property was developed with a detached dwelling and attached carport in 1977. The building permit that was issued in 1977 permitted the carport to be located 1.5 metres from the north side property line and the detached dwelling was to be located 3 metres from the north side property line, as

permitted by the R1 Zone regulations contained in Zoning Bylaw No. 9. For unknown reasons, the existing carport is located 0.73 metres from the north side property line and the detached dwelling is located 2.78 metres from the north side property line.

At this time, the owner is seeking to renovate the existing detached dwelling and attached carport. The scope of work includes interior renovations, as well as exterior upgrades including converting the existing attached carport to a heated garage, a new covered entry, and a new deck on an existing foundation at the rear of the dwelling.

While the proposed renovations will not result in the development being any closer to the north side property line than the existing detached dwelling and attached carport, the proposed renovations require a side setback variance under the currently applicable RS1 zoning.

The owner's rationale for the variance is that the dwelling has stood in this location for 40+ years with no issues and that with this proposal they are improving the existing development and not seeking any siting changes. A site meeting was held with staff and the adjacent neighbours to the north (9011 Summer Lane) for clarification on the proposal and no objections have been received from these most impacted neighbours at the time of writing this Report.

The requested variances are listed in the table below and identified on the Architectural Plans attached as Appendix B.

Variance Request	Zoning and Parking Bylaw No. 303, 2015 Regulation			
1. Vary the building setback as	Part 12 Section 1 Subsection 14: Setbacks			
follows:				
a)Vary the north side setback from 3.0 m to 0.73 m for the detached	(14) The minimum permitted side setback is as follows:			
dwelling	GROSS FLOOR AREA OF DETACHED DWELLING	MINIMUM SIDE SETBACK		
	325 square metres or less	3 metres		

#### POLICY CONSIDERATIONS

#### **Development Variance Permit Criteria**

Staff have established criteria for consideration of development variance permits. The proposed variances are considered to be consistent with these criteria as described in the table below.

Potential Positive Impacts	Comments
Complements a particular streetscape or neighbourhood.	No changes are proposed to the siting of the detached dwelling; the proposal will update the exterior of the existing dwelling.
Works with the topography on the site, reducing the need for major site preparation or earthwork.	By completing this proposal in the dwelling's existing location major site preparation or earthwork is avoided.
Maintains or enhances desirable site features, such as natural vegetation, trees and rock outcrops.	This proposal will allow existing desirable site features to be left undisturbed.

Results in superior siting with respect to light access resulting in decreased energy requirements.	Not applicable.
Results in superior siting with respect to privacy.	No changes are proposed to the siting of the detached dwelling.
Enhances views from neighbouring buildings and	The proposal will update the exterior of the existing
sites.	dwelling with little change in the building form.

Potential Negative Impacts	Comments
Is inconsistent with neighbourhood character.	The variance is not considered to be inconsistent with neighborhood character.
Increases the appearance of building bulk from the street or surrounding neighbourhood.	The building's size will remain essentially the same.
Requires extensive site preparation.	Extensive site preparation is avoided by permitting the dwelling to remain in its current location.
Substantially affects the use and enjoyment of adjacent lands (e.g. reduces light access, privacy, and views).	The variance will not result in the detached dwelling (including attached garage) being any closer to the north side property line than the existing detached dwelling and attached carport.
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.

#### Zoning and Parking Bylaw No. 303, 2015

The property is zoned RS1. The requested variances to "Zoning and Parking Bylaw No. 303, 2015" are described in the Discussion section of this Report.

The proposal meets all other regulations of "Zoning and Parking Bylaw No. 303, 2015".

#### **OCP POLICY CONSIDERATIONS**

The recommended resolutions included within this Report are consistent with the goals, objectives and policies included within "OCP Bylaw No. 2199, 2018".

The property is located within the Wildfire and Riparian Development Permit Areas, and the proposed renovations are exempt from requiring a Development Permit. A Riparian Areas Protection Regulation Assessment Report prepared by Cascade Environmental Resource Group was received and reviewed as part of this application, and the protection fencing recommended in that report is illustrated on the architectural plans attached as Appendix B.

#### **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 DVP01208 is posted on the property. Upon posting the sign an inquiry was received from the neighbours at 9011 Summer Lane asking for more information on the proposal. A site meeting was held with staff and the neighbours on March 3, 2021 to review the proposal on site. Three questions were asked on site and a reply e-mail was sent shortly after the meeting. No further comments were received.

Notices were sent to surrounding property owners in March 2021. At the time of writing this report, no letters have been received from neighbours.

Any letters received following the preparation of this Report will be presented to Council at the time of consideration of the application.

#### SUMMARY

Development Variance Permit DVP01208 proposes to vary a side setback provision in "Zoning and Parking Bylaw No. 303, 2015" for a detached dwelling at 9007 Summer Lane for Council's consideration. This Report recommends approving the issuance of Development Variance Permit DVP01208.

Respectfully submitted,

Brook McCrady PLANNING ANALYST for Melissa Laidlaw ACTING DIRECTOR OF PLANNING for Jessie Gresley-Jones GENERAL MANAGER OF RESORT EXPERIENCE Location Map





Mel Mekinda, Architect (Retired) mmekinda@mac.com 416.587.6085



Mel Mekinda, Architect (Retired) mmekinda@mac.com 416.587.6085

Revision 1: February 27, 2021

NOTE







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Revision / : February 27, 2021

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# WHISTLER

## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-036
FROM:	Resort Experience	FILE:	RZ001164
SUBJECT:	PUBLIC HEARING SUMMARY AND THIRD	READING F	OR ZONING AMENDMENT
	BYLAW (8200 BEAR PAW TRAIL) No. 2297	7, 2020	

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

**That** Council consider giving third reading to "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020".

#### REFERENCES

Appendix A – Summary and Review of Public Hearing Comments for "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020"

"Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" (Attached in April 6, 2021 Regular Council Agenda Package under Bylaws for Third Reading)

Administrative Report to Council No. 21-018, RZ001164 - 8200 Bear Paw Trail – Rainbow Plaza Rezoning, dated February 16, 2021 (Not attached)

#### PURPOSE OF REPORT

This Report provides a summary of the verbal and written submissions made during the Public Hearing process held for "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" on March 9, 2021, pursuant to section 465(5) of the *Local Government Act*. Staff are not recommending any changes to the proposed Bylaw based on the Public Hearing submissions. This Report also presents "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" for Council's consideration of third reading.

#### DISCUSSION

#### **Background**

"Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" was introduced to Council on February 16, 2021. The purpose of the proposed Bylaw is to amend the regulations of the CD1 Zone applicable to 8200 Bear Paw Trail (Rainbow Plaza) to permit a Child Care Facility and to allow a broader range of neighbourhood serving commercial uses. The proposed Bylaw will also ensure that in addition to the grocery shop, the commercial floor area of the subject lands is demised into at least three commercial retail units, and a minimum of 85 square metres of gross floor area is retained for a food and beverage type use. At the February 16, 2021 meeting, the proposed Bylaw was given first and Public Hearing Summary and Third Reading for Zoning Amendment Bylaw (8200 Bear Paw Trail) No 2297, 2020 April 6, 2021 Page 2

second reading and authorization to proceed to Public Hearing. A Public Hearing was held on March 9, 2021.

"Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" will amend the CD1 Zone to:

- Replace 'Local Service Commercial' with 'Retail' as a permitted use.
- Replace 'Local Personal Service' with 'Personal Service' as a permitted use.
- Remove 'Office' from the permitted uses.
- Increase the maximum gross floor area (GFA) from 1,900 square metres to 2,000 square metres.
- Add a new subsection to require that: "Excluding the grocery store, the remaining commercial floor area of Parcel Lot 9 must be demised into at least 3 Commercial Retail Units (CRUs), the combined area of which must be at least 450 square metres, and with a minimum of 85 square metres Gross Floor Area in use as or available for use as a Café, Restaurant, or Neighborhood Public House."

"Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" will also amend Schedule "M" of Zoning and Parking Bylaw 303, 2015 to add "child care facility" as a Permitted Land Use for Parcel Lot 9 in the Land Use Plan and Table.

#### Public Hearing Summary

During the Public Hearing period, there were three written submissions and zero verbal submissions made by the public respecting the proposed Bylaw. Submissions to Council on the proposed Bylaw were related to the need for child care, the expanded range of commercial space, and the stipulation for food and beverage uses. A detailed summary of these submissions and staff's review relative to the proposed Bylaw is provided in Appendix A.

Three written submissions were also provided to staff prior to the Public Notice period. These submissions formed part of the Public Hearing package and are not included as part of Appendix A.

Based on staff's review, staff recommends that there are no significant issues to address and that the Bylaw be given third reading without changes.

#### POLICY CONSIDERATIONS

Policy considerations for the proposed Bylaw are outlined in the February 16, 2021 Council Report.

#### **BUDGET CONSIDERATIONS**

The proposed rezoning application is subject to rezoning application fees and cost recovery for staff processing and associated direct costs.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

The community engagement and consultation process for the proposed Bylaw is outlined in the February 16, 2021 Council Report. During the Public Hearing period, there were three written submissions and zero verbal submissions made by the public respecting the proposed Bylaw. A summary review of the written submissions and oral representation from the Public Hearing process is provided in Appendix A.

Public Hearing Summary and Third Reading for Zoning Amendment Bylaw (8200 Bear Paw Trail) No 2297, 2020 April 6, 2021 Page 3

#### SUMMARY

This Report presents a summary of the Public Hearing submissions for "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020" pursuant to section 465(5) of the *Local Government Act*. The Report recommends that Council consider giving third reading to "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020".

Respectfully submitted,

Clancy Sloan PLANNING ANALYST for Melissa Laidlaw ACTING DIRECTOR OF PLANNING for Jessie Gresley-Jones GENERAL MANAGER OF RESORT EXPERIENCE

#### SUMMARY AND REVIEW OF PUBLIC HEARING COMMENTS FOR ZONING AMENDMENT BYLAW (8200 BEAR PAW TRAIL) No. 2297, 2020

The following provides a summary of written and verbal Public Hearing submissions for the February 16, 2021 Public Hearing as well as staff's review and recommendations related to the comments. The summary is not intended to transcribe or replicate all of the comments that were made during the Public Hearing process.

There were three written submissions received from the public prior to the Public Hearing (attached as Schedule 1), and zero oral submissions made by the public at the Public Hearing. A video recording and minutes of the Public Hearing are available at: <u>https://www.whistler.ca/municipal-gov/council</u>.

The summary is organized according to the following topic areas:

- 1. Need for Child Care
- 2. Expanded range of Commercial Space
- 3. Stipulation for food and beverage use

#### 1. Need for Child Care

#### **Public Comments:**

Three written submissions expressed support for a Child Care Facility at 8200 Bear Paw Trail. Comments identified the need for more child care options, particularly in the north of town; stated that a Child Care Facility would be a good use of this space, and would support the housing authority's initiative to keep Whistler employees in Whistler.

#### Staff Review:

The proposed Zoning Amendment Bylaw allows a Child Care Facility to operate from 8200 Bear Paw Trail. This is supported by the public comments.

#### 2. Expanded range of Commercial Space

#### **Public Comments:**

One written submission was received expressing support for the expanded range of commercial uses. The submission states that the expanded uses will allow the commercial space to change over time as the neighbourhood does.

#### Staff Review:

The proposed Zoning Amendment Bylaw allows a broader range of commercial uses at 8200 Bear Paw Trail. This is supported by the public comments.

#### 3. Stipulation for food and beverage use

#### **Public Comments:**

One written submission was received expressing concern that the food and beverage use requirement is an unwarranted stipulation that encumbers any future possible tenant or expansion of the prospective child care facility tenant.

#### **Staff Review:**

The proposed Zoning Amendment Bylaw adds a new subsection to the CD1 Zone requiring that: "Excluding the grocery store, the remaining commercial floor area of Parcel Lot 9 must be demised into at least three Commercial Retail Units (CRUs), the combined area of which must be at least 450 square metres, and with a minimum of 85 square metres Gross Floor Area in use as or available for use as a Café, Restaurant, or Neighborhood Public House."

Staff have included the part of this subsection that relates to the "minimum of 85 square metres Gross Floor Area in use as or available for use as a Café, Restaurant, or Neighborhood Public House" to preserve the use of at least one CRU for a food and beverage type use. The OCP Land Use Map designates 8200 Bear Paw Trail as Convenience Commercial Lands designated for neighbourhood-oriented convenience commercial development at a scale that meets the day-to-day convenience oriented goods and services needs of the neighbourhood, and for Rainbow Plaza, also an expanded market area beyond the immediate neighbourhood. Food and beverage type use is considered an important service of the Rainbow Plaza convenience commercial development - and provides a neighbourhood 'meeting place', complements the grocery store use, and also promotes vitality and interaction.

Staff also note that the proposed Bylaw does not limit the location of the food and beverage service within the site, and excluding the grocery store, the remaining commercial floor area is currently demised into four CRUs, so there is still potential future opportunity for a child care facility to expand if demand warrants.

#### Staff Recommendation:

Staff recommends that there are no significant comments that require revisions to the proposed Bylaw, and that Council give third reading to the proposed Bylaw as written.

March 7, 2021

Resort Municipality of Whistler Legislative Services Department 4325 Blackcomb Way Whistler, BC, V8E0X5

#### RE: RZ001164 - Zoning Amendment Bylaw (8200 Bear Paw Trail)

Dear Mayor and Council,

I am writing this letter to show my support for the proposed Daycare at Rainbow Plaza (8200 Bear Paw Trail). As a local with young children, I can attest to the need for more childcare options in Whistler, especially at the North end of town.

A daycare at Rainbow Plaza would directly support the Whistler Child Care Planning Project and further support the housing authority's initiative to keep Whistler employees in the community in which they work.

Sincerely



8060 Nesters Road, Whistler, B.C. V8E 0G4

### **Marius Miklea**

From: Sent: To: Subject: Rod Nadeau Monday, March 8, 2021 9:32 AM corporate RZ001164 8200 Bear Paw Trail

#### RE RZ1164

I am in favour of this rezoning. I think a daycare is a good use in this space. Expanded uses for the commercial is a good thing. I believe more uses are better for any commercial space to allow it to change over time as the neighborhood commercial uses change.

Rod Nadeau 306-8300 Bear Paw Trail Whistler BC.

#### **Marius Miklea**

From:	Theron Jordan
Sent:	Monday, March 8, 2021 10:04 AM
То:	corporate
Subject:	Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297,2020

Dear Mayor and Council,

With respect to the proposed Zoning Amendment Bylaw at 8200 Bear Paw Trail, I am confident the landlord will be enthusiastic about finally leasing unit # C-109 for a daycare facility, after having the space sit empty for many years.

With respect to "a minimum of 85 square meters of gross floor area must be in use as or available for use as a cafe, restaurant, or neighbourhood public house", I am of similar opinion to that this is an unwarranted stipulation that encumbers any possible future tenant - or expansion of prospective daycare tenant - and may indeed force a review by Mayor and Council at a future date.

I suggest the removal of the unnecessary Bylaw restriction.

Sincerely, Theron Jordan C303-8200 Bear Paw Trail Whistler, BC V8E 1M2



# WHISTLER

## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-037
FROM:	Planning	FILE:	RZ1165
SUBJECT:	HOUSING AGREEMENT BYLAW (CHEAK	AMUS CROS	SING PHASE 2) NO. 2312,
	2021		

#### 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, second, and third readings to "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021"; and

**That** Council resolve to proceed no further with previous "Bylaw Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021".

#### REFERENCES

Owner:	Whistler 2020 Development Corporation (WDC)
Location:	1340/1360 Mount Fee Road
Legal	BLOCK A, DISTRICT LOT 8073 GROUP 1 NEW WESTMINSTER
Descriptions:	DISTRICT, EXCEPT PLAN EPP277, PID 026-772-213
Bylaw Reference:	"Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021" (Provided in Council Package under Bylaws for consideration of 1 <sup>st</sup> three readings)

#### **PURPOSE OF REPORT**

This Report requests consideration of first, second, and third readings for "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021", associated with RZ1165. The Bylaw will authorize the Municipality to register a Housing Covenant over the Cheakamus Crossing Phase 2 lands, which is required to permit vertical construction. This Bylaw is presented for Council's consideration instead of "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021".

This Report additionally requests that Council resolve to proceed no further with the previous "Housing Agreement Bylaw No. 2310, 2021", which received first three readings at the March 16, 2021 Meeting.

Staff brought forward to the March 16, 2021 Meeting a similar report recommending first, second, and third readings for a housing agreement bylaw for the same purpose, and also associated with RZ1165.

Staff have subsequently been informed by RMOW legal counsel that the Housing Agreement referenced in the previous bylaw is incorrect, and a new report and bylaw must be brought forward referencing the correct Housing Agreement.

#### DISCUSSION

#### Housing Agreement Bylaw

The housing agreement bylaw before Council has been modified to address that the CLBA contained two different housing agreements, a Schedule L and a Schedule F, and that Schedule F is the schedule that is to apply.

Provincial housing covenant BA311773 restricts any construction beyond site preparation on the Phase 2 lands until a housing agreement, as defined in the Community Land Bank Agreement (CLBA), is registered against title. Presented here for Council's consideration is the bylaw that will authorize the Municipality to enter into the housing agreement:

1. "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021"

"Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2310, 2021", which was presented to Council on March 16, 2021, was intended to authorize a housing agreement in the form of Schedule L to the Community Land Bank Agreement (Standard Charge Terms ST080100). However, staff has been advised by RMOW legal counsel that the CLBA definition of 'housing agreement' referenced in Provincial housing covenant BA311773 refers to a different original agreement from 2005, set out in Schedule F to the CLBA; this is the form of housing agreement that is required to address the development restriction in the covenant without any consent required from the Province. Upon registration of this agreement vertical construction may commence.

Under the CLBA, as modified in 2008, the Schedule L agreement, which included updated terms, was required to be registered upon the transfer of title from the RMOW, at that time contemplating the transfer of Athlete's Village housing for employee housing subsequent to the 2010 Games. This requirement continues to apply to the Cheakamus Crossing Phase 2 development. As described in the March 6<sup>th</sup> Council report, this agreement will be updated through the provisions in the CLBA and the agreement, to reflect current market conditions (appropriate residential rents) and Council policies for eligibility for employee housing.

The Schedule F covenant contains a rent charge provision related to covenant enforcement (Section 25). The rent charge provision allows the Municipality to collect a fee (i.e. a financial penalty) from the owner of a dwelling unit, if that dwelling unit is inhabited in violation of the terms of the Housing Agreement (for example, if the tenant does not meet employee housing eligibility criteria). However, in this case, the Municipality is the owner of the dwelling units, and so cannot enforce against itself. The Registrar of Titles has refused to register a similar rent charge in the past, where the RMOW is both grantor and grantee of the covenant. RMOW legal counsel is engaged in discussion with the Land Title Office regarding this problem, which was not anticipated by the drafters of either of the housing agreements contained in the CLBA. The proposed housing agreement bylaw (Bylaw 2312, 2021) has been prepared with two options for the housing agreement: Schedule F with the rent charge, and Schedule F without the rent charge. Staff will arrange for deposit of an agreement under the first option (with rent charge) if that becomes possible in time to meet WDC's construction schedule; otherwise staff will arrange for deposit of the housing agreement without the rent charge.

At a future time when Phase 2 employee housing sites are transferred to other parties, new housing agreements with up-to-date terms will replace the housing agreement that has been entered into to terminate the development restriction in BA311773 (that is, the Housing Agreement authorized by this Bylaw). The new housing agreement is currently being drafted, and will include a rent charge to assist RMOW with enforcement of the terms of the agreement. The Registrar of Titles will be able to register this agreement, because the grantor will be the new owner of the affected land.

If Council proceeds with Bylaw No. 2312, 2021, Bylaw No. 2310, 2021 will be abandoned by resolution at third reading.

#### **Background**

#### POLICY CONSIDERATIONS

Under the provincial *Local Government Act* a housing agreement requires approval by Council by bylaw.

#### **BUDGET CONSIDERATIONS**

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

#### COMMUNITY ENGAGEMENT AND CONSULTATION

Under the provincial *Local Government Act* a housing agreement bylaw does not require a Public Hearing or public notification.

#### SUMMARY

The Report requests consideration of first, second, and third readings for a housing agreement bylaw associated with development of the Cheakamus Crossing Phase 2 lands, and a resolution to proceed no further with the previous housing agreement bylaw. It also requests Council authorization for the municipality to enter into a housing agreement to secure employee housing on the Cheakamus Crossing Phase 2 lands, as described in this Report and reflected in the housing agreement attached to "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021".

Respectfully submitted,

John Chapman PLANNER for Mike Kirkegaard DIRECTOR OF PLANNING for Jessie Gresley-Jones GENERAL MANAGER OF RESORT EXPERIENCE



# WHISTLER

## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-038
FROM:	Infrastructure Services	FILE:	E320
SUBJECT:	ALTA LAKE ROAD SEWER EXTENSION L	OCAL AREA	SERVICE BYLAW

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Infrastructure Services be endorsed.

#### RECOMMENDATION

**That** Council consider giving first, second, and third readings of "Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021".

#### REFERENCES

Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw 2237, 2021.

Administrative Report No.19-129 from October 8, 2019. (Not attached)

#### PURPOSE OF REPORT

The purpose of this Report is to provide Council with background information about this sewer extension project and explain the Local Area Service Bylaw required to finance the project. The Report requests consideration of first, second, and third reading of the Local Area Service Establishment Bylaw 2237, 2021 associated with the Alta Lake Road Sewer Extension project.

#### DISCUSSION

#### Background

Whistler's Official Community Plan (OCP) and Liquid Waste Management Plan (LWMP) both support the connection of all properties to the municipal sewer system in Whistler. Providing sewer service to the remaining Alta Lake Road properties is important primarily from a sanitary and homeowner convenience perspective, and is the last established neighbourhood in Whistler that does not have municipal sewer.

In 2014 five parcels; 5593 to 5602 Alta Lake Road proceeded on private initiative to connect to the municipal sewer with a 50/50 cost share agreement with the Resort Municipality of Whistler (RMOW). This is the precedent for the current project financing.

In September 2018, Council received correspondence containing 15 signatures from parcel owners residing on Alta Lake Road, indicating these residents "support the construction of the municipal sewer". After review of this documentation and the associated history of this project, staff determined a

Alta Lake Road Sewer Extension Local Area Service Bylaw April 6, 2021 Page 2

formal petition for the creation of the Local Area Service should be issued.

On May 3, 2019 the RMOW sent out a formal petition to affected parcel owners. The petition was for the creation of two Local Area Service Bylaws that would apply specifically to the 33 parcels along the west side of Alta Lake that are not connected to the municipal sewer system. The first Bylaw would establish the Local Area Service and describe the parcels that will be affected by the sewer extension project. The second Bylaw would establish the amount(s) and financial method(s) employed to finance the design and construction of the Alta Lake Road Sewer Extension. The costs outlined in the petition document reflected the estimated project design and construction cost for the municipal sanitary sewer only, while other costs associated with supplying individual lot pump stations, road resurfacing and landscape remediation will be borne solely by the municipality. The cost of the design and construction of the sanitary sewer was proposed in the petition at a 50 per cent cost share (to a maximum of \$900,000) between the parcels in the Local Area Service and the RMOW. The RMOW's 50 per cent share would come from the existing sewer capital reserves

The petition also specified that all residential parcels in the service area will be required to connect to the new sanitary sewer within 18 months after the completion of the sewer main installation. A proposed bylaw amendment with respect to Bylaw 551, 1987 regulating connection to sewer systems is currently being drafted to allow the relaxation of the standard 180 day connection requirement.

The petition was returned to the RMOW by the August 30, 2019 deadline. The residents that returned the petition represented more than 50 per cent of the parcels in the specified area, and more than 50 per cent of the total property value. As required, the petition was given a certificate of sufficiency by the Municipal Clerk.

Staff subsequently determined that a loan authorization bylaw would not be required as the municipal sewer reserves are adequate and no external borrowing will be necessary to fund the parcel owner's portion of the cost of the project. The annual Local Area Service charge will repay the parcel owners 50 per cent cost allocation for the construction of the public sewer portion of the project to the Sewer Reserve over the 20 year amortization period of the Local Area Service. This Report therefore addresses only the Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021.

#### **Design Concept**

The original design concept included placing the sewer main in the road right of way at an approximate depth of 3.5 meters. The consulting engineer at that time assumed this design would require fewer private pump stations, however it would have ultimately increased the cost of the public portion of the sewer due to the extensive rock excavation that would be required. It would have also increased the cost to the parcel owners of installing the private sewer connections at the lower elevation for the same reason. Information obtained during detailed investigations of the sewer service line elevations for the exiting subject homes determined that this original design would have still required most homes to install pump stations. Therefore the original design concept was abandoned in favour of the shallow 1.5 meter bury option, including the additional pump stations that will be required for the majority of subject homes. This change in scope does not represent additional cost for the home owners because it reduces the cost of the public portion of the sewer, and the municipality is bearing the cost of suppling the private pump stations.

#### Local Area Service Bylaw

The Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021 will allow the RMOW to recover 50 per cent of the cost of the design and construction of the public portion of the new sanitary sewer from the parcels in the defined Local Area over a period of 20 years, up to a maximum of \$900,000.

As shown on the map in Schedule A of the Bylaw document, the subject properties are inclusive of addresses 5606 to 5754 Alta Lake Road.

#### POLICY CONSIDERATIONS

#### **Official Community Plan Community Vision**

The Vision Statement in our Community Vision includes the statement "We protect the land – the forests, the lakes and the rivers, and all that they sustain". Establishment of this Local Area Service will fund a portion of this project that will provide long-term environmental protection to this area of Alta Lake.

#### **Goals, Objectives and Policies**

Extending the sewer to the properties along this section of Alta Lake Road is supported by OCP Goal 12.2 "Whistler's sewer systems meet all applicable standards and are maintained in a manner that is cost-effective, ensures reliability and minimizes or eliminates environmental impacts" and specifically the following policies:

12.2.1.3. Follow the implementation plan set out in the municipality's Liquid Waste Management Plan.

12.2.1.5. Require lands within the sewer system service area, as shown in Schedule I, to be connected to the sewer system when considering land development applications.

Schedule I shows this area of Whistler as an "area to be connected to municipal sewer in the future". This is the last established neighbourhood in Whistler to be connected to the sanitary sewer system.

#### **Other Relevant Policies**

Liquid Waste Management Plan (LWMP) – 2018 Update.

As detailed in Section 2.2.1 of the updated LWMP, a commitment was made in the 1993 LWMP to provide sanitary sewers to connect Emerald Estates and the west side of Alta Lake to the Whistler Waste Water Treatment Plant. Provision of sanitary sewers to Emerald Estates was completed in 2002. Alta Lake Road is the last area in Whistler not completely serviced by sanitary sewer. The construction of sanitary sewer to this neighbourhood is also listed in Section 8 – Updated Implementation Plan.

#### **BUDGET CONSIDERATIONS**

The current five-year financial plan and 2021-25 budget (Project E320-07 and E320-09 Alta Lake Road Sewer Extension Project) includes funding for this project as follows:

BUDGET CODE NUMBER & NAME	2020 ACTUALS	2021 BUDGET	2022 BUDGET	TOTAL
E320-07 - Design, procurement, sewer main installation, contract Administration and management & contingency (25%).	\$62,812	\$2,202,500	\$0	\$2,265,312
E320-09 – Purchase of up to 33 residential pump stations, landscape remediation and road upgrade.	-	\$800,000	\$500,000	\$1,300,000
TOTALS	\$62,812	\$3,002,500	\$500,000	\$3,565,312
Total (Max) Residential Forecasted Cost	\$31,406	\$868,594	\$0	\$900,000 (25%)
Total RMOW Forecasted Cost	\$31,406	\$2,133,906	\$500,000	\$2,665,312 (75%)
		1	OTAL Project Cost	\$3,565,312

Funding for the connection of the municipally-owned property to the new municipal sewer main (The Pointe) is not included in this project budget.

Project design, construction management and the installation of the sewer main are the portions of the costs that will be shared equally between the RMOW and the property owners in the specified area. The cost to acquire the individual pump stations will be paid entirely by the RMOW (as per the precedent in the Emerald Estates sewer extension project).

#### Grant Applications

Seven applications for senior government grants for this project were made by staff, without success. Since staff's 2019 presentation to Council no appropriate grant funding opportunities have become available for this project.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

An online open house was held for this project on October 6, 2020 with approximately 15 residents in attendance.

While most of the information on the project was well received, several people expressed concern that the RMOW should pay more than 50 per cent of the cost of the construction of the project. As shown in the table in the Budget section, due to the change in the project scope to have a shallower sewer main and more individual pump stations, the RMOW will be paying for more than 50 per cent of the overall project. If the entire project budget is used, the resident portion of the project will be approximately 25 per cent of the total project cost.

#### SUMMARY

As described, the Alta Lake Road Sewer Extension project is designed to provide municipal sewer service to the last established neighbourhood in Whistler currently without this service. Whistler's Official Community Plan and Liquid Waste Management Plan both support the connection of all properties to the municipal sewer system in Whistler. Completion of the project would fulfill the wishes of the majority of the property owners in the specified area as per the results of the 2019 petition.

Establishing a Local Area Service will allow the RMOW to recover 50 per cent of the cost for the design and construction of the sewer main from the specific properties that will benefit from this service. It is recommended that Council give first, second, and third readings of Alta Lake Road Sewer Extension "Local Area Service Establishment Bylaw No. 2237, 2021".

Respectfully submitted,

Chris Wike ACTING UTILITIES GROUP MANAGER for James Hallisey, P. Eng. GENERAL MANAGER OF INFRASTRUCTURE SERVICES



## **REPORT** ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-032
FROM:	Corporate and Community Services	FILE:	1878
SUBJECT:	CHEAKAMUS CROSSING AFFORDABLE FUND BYLAW	EMPLOYEE I	HOUSING RESERVE

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

**That** Council consider giving first, second and third readings to the "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021".

#### REFERENCES

Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008 – not attached.

#### PURPOSE OF REPORT

This Report is to replace the "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008" in order to achieve alignment between the bylaw and the other documents governing the Community Land Bank Lands ("the Lands"). The Reserve will capture net profits generated by projects on the Lands, and hold these proceeds until they can be utilized in future employee housing projects. The new bylaw expands the scope of the included lands for the Reserve bylaw to match those outlined in the CLB Agreement.

#### DISCUSSION

Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008 was established to capture the profits from the Olympic Athletes' Village development ("OAV") in Cheakamus Crossing. This profit capture is one of several critical pieces that ensure compliance with the terms of the Community Land Bank Agreement, and the Bare Trust and Agency Agreement ("the Agreements"). Under the Agreements, access to title on Community Land Bank Lands ("the Lands") would be granted to the RMOW from the Province under specific circumstances. One of these circumstances is the establishment of an Affordable Employee Housing Reserve Fund ("the Fund") to capture profits of any nature generated by development on the Lands. This mechanism ensures that the sole purpose of the Lands is either: a) to serve as the land on which employee housing buildings are built or b) to be sold as unrestricted (market) property, generating net profits that must support the construction of employee housing buildings in the future. In the case of b) the Agreement requires that the entire net proceeds from sales are specifically earmarked as funds to support the construction of employee housing inventory in the future. The Fund exists specifically to hold these profits and ensure their proper distribution to qualifying employee housing projects.

Specific language around how profit is defined is captured in section three of the CLB Agreement itself. The Fund is to be credited with amounts equal to total proceeds from market sales on the

Lands net of total associated project costs. The Fund was originally established in 2008 as part of the approvals process at the outset of the OAV, and would have captured any net profits from that project. Profits did not ultimately result from that project; instead, costs exceeded the net proceeds generated. This outcome was the result of changes in real estate values from the time the project was undertaken to when it was ultimately completed, as well as decisions that were made as the project was under way around best-use for the lands. The land use decision specifically reallocated two lots from the pool of those planned for market sale to those on which employee housing would be built by the WHA. Both of these factors caused net proceeds to fall short of what was originally intended. In the case of the latter, it also meant a greater number of employee units were ultimately delivered on OAV lands than were planned for. So this outcome was a net benefit to the community, but also the reason why the Fund was empty at the conclusion of the OAV (2017), and remains so today.

The CLB guidance indicates that all project costs on the lands (including OAV outcomes) and all market proceeds on the lands (including OAV outcomes) will be considered in determining the amounts that must be credited to the Fund. This means that currently unrecovered costs from the OAV development will be included when calculating the net CLB profits at the conclusion of the Parcel A project.

At the time of its establishment, the original Reserve Fund Bylaw contemplated only the OAV development. At this point, another development (Parcel A) is under way on a different portion of the Lands (the Upper Lands). The first goal of this updated bylaw is to ensure that the language in the new bylaw reflects the Parcel A/Cheakamus Crossing Phase II lands in addition to the original OAV/Cheakamus Crossing Phase I lands. A secondary goal of the bylaw is to align the net profit definition between the Fund and the governing Agreements.

The new bylaw expands the scope of the included lands for the Reserve bylaw to match those outlined in the CLB Agreement.

#### OTHER POLICY CONSIDERATIONS

Goal 6.2 of the Official Community Plan ("the Plan") seeks to "support a stable Whistler workforce that contributes to a superior quality of experience for our visitors and residents and helps maintain Whistler's competitive position." Policy 6.2.1.5 of the Plan seeks to "Support housing initiatives that address Whistler's employee housing needs..." Establishment of this reserve aligns with both of these objectives and will help to move the community further along the path towards housing security and a stable workforce.

#### **BUDGET CONSIDERATIONS**

The project under consideration at Parcel A requires budgeted financial support from the RMOW including the \$10 million Credit Line Agreement currently under consideration. The Fund itself affects the RMOW only in that there is a small associated administrative burden.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

The "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021" is included in the Agenda of a Regular Council Meeting and is consistent with Council direction.

Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw April 6, 2021 Page 3

#### SUMMARY

This Bylaw, the "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021" will satisfy one of the RMOW's responsibilities related to the Lands. Profit from development on CLB lands will be deposited to the fund which will then serve to financially support future Employee Housing developments.

Respectfully submitted,

Carlee Price DIRECTOR OF FINANCE for Ted Battiston GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES



## WHISTLER

### REPORT CLOSED MEETING ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED:	April 6, 2021	<b>REPORT:</b>	21-039
FROM:	Corporate & Community Services	FILE:	0500-00
SUBJECT:	WHISTLER 2020 DEVELOPMENT CORPORATION HOME WARRANTY		
	INSURANCE INDEMNITY AGREEMENT		

#### COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

#### RECOMMENDATION

**That** Council authorise the execution of the Indemnity Agreement in favour of The Guarantee Company of North America on behalf of the Resort Municipality of Whistler (RMOW) as Indemnitor for the 100 unit low rise project located at: Parcel A - 1340 and 1360 Mount Fee Road, Whistler, BC - PID Number 026-772-213 (Cheakamus Crossing Phase II – Parcel A).

#### REFERENCES

- Appendix A The Guarantee Company of North America Home Warranty Insurance Indemnity Agreement for Parcel A ("Indemnity Agreement")
- Appendix B The Guarantee Company of North America BC Builder Agreement for Parcel A ("Builder Agreement")

#### **PURPOSE OF REPORT**

The purpose of this Report is to seek Council's authorization to execute the Indemnity Agreement in favour of the Guarantee Company of North America (Warranty Provider) in support of Whistler 2020 Development Corporation's (WDC) development of a 100-unit employee housing building at Parcel A.

#### DISCUSSION

One of the conditions of the building permit for the Parcel A project is for the developer/builder to provide proof of a home warranty insurance policy. WDC is the developer/builder of Parcel A and has worked with a broker to secure the required policy from the Warranty Provider. Due to the financial structure of the WDC and the fact that the WDC is a wholly-owned subsidiary of the RMOW, the Warranty Provider requires the WDC and the RMOW to jointly execute the Indemnity Agreement attached as Appendix A to this report.

The Indemnity Agreement, alongside the Builder Agreement (attached as Appendix B) set the terms, conditions and responsibilities of each party as it pertains to the provision of the future home warranty protections required by *Homeowner Protection Act*.

The responsibilities under the Indemnity Agreement are joint and several. This means that either party (WDC or RMOW) could hold the entire responsibility with respect to the provisions of the home warranty obligations in the future. Further, the Indemnity Agreement releases the legal right for the RMOW to pursue a claim against the Warranty Provider if WDC fails to comply with the Builder Agreement; if the Warranty Provider enforces any of the covenants or obligations included in the Indemnity Agreement; or if WDC becomes insolvent. Finally, in the event of a default of the Builder Agreement, the Indemnity Agreement also allows the Warranty Provider to take an interest in all current and future personal property of WDC & RMOW.

The current requirement for the RMOW to sign an Indemnity Agreement in support of WDC's planned development of Parcel A is similar to the development of Cheakamus Crossing. On the regular meeting of April 7, 2008 RMOW Council passed the following resolution:

**That** Council authorize the Mayor and Corporate Officer to execute the guarantees for the Travelers Guarantee Company of Canada for Whistler 2020 Development Corporate projects at the Athletes' Village.

#### POLICY CONSIDERATIONS

#### Official Community Plan

#### **Goals, Objectives and Policies**

The recommended resolution seeks to, "support a stable Whistler workforce that contributes to a superior quality of experience for our visitors and residents and helps maintain Whistler's competitive position." (Goal 6.2). In particular, the resolution seeks to, "Support housing initiatives that address Whistler's *employee housing* needs..." (Policy 6.2.1.5)

#### **Other Relevant Policies**

None identified.

#### **BUDGET CONSIDERATIONS**

There are no immediate RMOW budget impacts of signing the Indemnity Agreement, but as outlined above, the execution of the Indemnity Agreement does expose the RMOW to future potential liabilities as outlined in the terms and conditions of the Indemnity Agreement itself. In general terms, the incremental financial exposure to the municipality is tied to the WDC's obligations and responsibilities within the terms of the Builder Agreement. If the RMOW executes the Indemnity Agreement, and the WDC is unable to meet its obligations under the Builder Agreement, the RMOW will have agreed to cover all associated costs related to the provision of the new home warranty insurance terms.

#### COMMUNITY ENGAGEMENT AND CONSULTATION

There has been no community engagement related to this topic.

#### SUMMARY

This report seeks Council's authorization to enter into an Indemnity Agreement in support of the WDC's required new home warranty insurance policy obligations associated with the development of Parcel A in Cheakamus Crossing Phase II.
Respectfully submitted,

Ted Battiston GENERAL MANAGER OF CORPORATE AND COMMUNITY SERVICES



#### **INDEMNITY AGREEMENT**

This indemnity agreement (hereinafter referred to as the "Agreement") is entered into and effective as of this

\_\_\_\_\_day of \_\_\_\_\_, 2021.

BY AND FROM:

Whistler 2020 Development Corporation (Builder Number: 210043)

AND BY AND FROM:

(hereinafter collectively referred to as the "Builder")

#### Whistler 2020 Development Corporation

Resort Municipality of Whistler

(each hereinafter individually referred to as an "Indemnitor" or as the "Indemnitor", and collectively referred to as the "Indemnitors")

TO AND IN FAVOUR OF

#### THE GUARANTEE COMPANY OF NORTH AMERICA

(hereinafter referred to as the "Warranty Provider")

#### WHEREAS:

A. The Builder, in its own name, or as a partner, co-tenant or joint venturer with others, is the builder of new homes in the province of British Columbia;

B. The Builder is required to obtain home warranty insurance policies (hereinafter referred to as "**Warranty Policies**") for such homes under the British Columbia <u>Homeowners Protection Act</u> or the regulations thereunder, as amended from time to time (hereinafter referred to as the "**Act**");

C. The Builder has requested the Warranty Provider provide for one or more Warranty Policies for such homes; and

D. The Warranty Provider has agreed to issue Warranty Policies upon certain terms and conditions, one of which is the execution and delivery of this Agreement by the Builder and each of the Indemnitors (the Builder and each of the Indemnitors are hereinafter collectively referred to as the "**Undersigned**") as part of the consideration for (i) the issuance by the Warranty Provider of any Warranty Policies hereafter, or (ii) Warranty Policies which may have been issued by the Warranty Provider in reliance upon a representation by the Undersigned that this Agreement would be executed, or (iii) for the Warranty Provider amending, modifying, continuing, renewing, extending or refraining from canceling any of the Warranty Policies.

NOW THEREFORE THESE PRESENTS WITNESS that for good and valuable consideration and the sum of two dollars (\$2.00) lawful money of Canada paid by the Warranty Provider to each of the Undersigned, the receipt and sufficiency of which is hereby acknowledged by each party hereto, each of the Undersigned hereby confirms the veracity and accuracy of the foregoing recitals and:

- 1. Agrees to pay to the Warranty Provider the premium (and any renewal thereof, if applicable) for the Warranty Policies issued or intended to be issued by the Warranty Provider, in advance of such issuance, as well as any and all administrative fees for the provision of services in connection with the Warranty Policies;
- 2. Unconditionally and irrevocably agrees to indemnify, defend, protect and hold harmless the Warranty Provider from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses of whatever kind or nature, including fees and disbursements of adjusters, agents, consultants and solicitors, which the Warranty Provider shall or may at any time suffer or incur in connection with (or arising

out of) the Warranty Policies issued by the Warranty Provider from time to time, and/or any or all of the following:

- a. the failure of the Undersigned to fully perform or comply with the terms and provisions of this Agreement, and any other agreement(s) heretofore or hereafter entered into between the Builder and the Warranty Provider in connection with Warranty Policies, as well as the terms and conditions of the Warranty Policies, including any extensions thereof and/or any alterations or modifications with respect thereto;
- b. the enforcement by the Warranty Provider of any covenant(s) or obligation(s) of any or all of the Undersigned arising under this Agreement, and/or any covenant(s) or obligation(s) of the Builder arising under any other agreement(s) heretofore or hereafter entered into between the Builder and the Warranty Provider in connection with Warranty Policies;
- c. the bankruptcy or insolvency of any of the Undersigned, or any assignment made for the benefit of any of the Undersigned's creditors, or the taking of any benefit of (or the initiation of any proceedings under) any statute relating to bankrupt or insolvent debtors by (or in respect of) any of the Undersigned [including without limitation the <u>Bankruptcy and Insolvency Act</u> (Canada) and the <u>Companies' Creditors Arrangement Act</u> (Canada)], or any appointment of a receiver (or a receiver/manager)under any debt or security instrument against (or with respect to) any of the Undersigned; and/or
- d. the failure of the Builder to perform and fulfil its obligations arising under the Act;
- 3. Acknowledges and agrees that the Warranty Provider shall have the sole right and unfettered discretion to pay, settle or compromise any loss, cost, expense, fee, liability, claim, demand, judgment or charge made under (or in connection with) the Warranty Policies, without any obligation whatsoever on the part of the Warranty Provider to divide, allocate or apportion any such loss, cost, expense, fee, liability, claim, demand, judgment or charge equally, proportionately or in any other manner amongst the Undersigned (as each of the Undersigned hereby specifically waives the benefit of division, and confirms that their respective obligations to the Warranty Provider is joint and several), and without any obligation whatsoever on the part of the Warranty Provider to notify any of the Undersigned with respect to any such payment, settlement or compromise, or to obtain the consent or approval of any of the Undersigned to same, and any such payment, settlement or compromise shall be binding upon each of the Undersigned, on the express understanding that any settlement or compromise hereafter made by the Warranty Provider with any one or more of the Undersigned (including the release of any one or more of the Undersigned), without notice or reference to (or without the concurrence of) any of the other parties hereto, shall not affect, restrict, limit or negate the liability of any of the other parties hereto, and such last-mentioned parties hereby expressly waive the right to consent to any such settlement or compromise, as well as the right to be discharged and released by reason of any of the foregoing;
- 4. Agrees that the Warranty Provider may, without notice to (and without the consent of any of the Indemnitors), make any settlement with the Builder (and/or with any other party or parties whomsoever) without releasing or diminishing the liabilities or obligations of any of the Indemnitors to the Warranty Provider arising under this Agreement;
- 5. Agrees that the liabilities and obligations of the Undersigned under this Agreement may only be released or diminished by a written document executed by the Warranty Provider;
- 6. Acknowledges, intends and agrees that this is a continuing Agreement that is valid and enforceable whether or not any agreement between the Builder and Warranty Provider exists as at the date of the execution of this Agreement, and that this Agreement shall remain in full force and effect and shall continue to bind each of the Undersigned even if any or all of the Undersigned never had (or no longer continue to have) any direct or indirect interest in the Builder;

- 7. As security for any and all obligations of the Undersigned to the Warranty Provider, each of the Undersigned hereby grants to the Warranty Provider a security interest in its present and after-acquired personal property including all present and after-acquired Accounts, Money, Chattel Paper, Goods (other than consumer goods), Intangibles, Inventory, Documents of Title, Instruments, Securities, Investment Property, Crops and Licences, and all Proceeds therefrom (as such terms are defined in the British Columbia <u>Personal Property Security Act</u>), including a floating charge against each Undersigned's right, title and interest in and to all of its presently owned or after-acquired real, immovable and leasehold property and interests therein;
- 8. Agrees to provide to the Warranty Provider all information that the Warranty Provider may request, from time to time, related to the financial position and corporate ownership structure of any or all of the Undersigned. Each of the Undersigned authorizes the Warranty Provider to procure and utilize from time to time credit information in respect of the Undersigned and agrees not to institute or pursue any action, claim or proceeding in respect of any damages incurred by the Undersigned as a consequence thereof. In the case that the Undersigned is a corporate entity, the Undersigned shall agree to maintain good standing with the British Columbia registry of companies, or similar governmental authority, and shall provide the Warranty Provider with annual financial statements as soon as available, but in any event within 90 days after the end of each fiscal year of the Undersigned;
- 9. Agrees that this Agreement is in addition to and supplemental to, but expressly not in lieu of, all other indemnities, guarantees or securities posted or held in connection with the Builder's obligations, or which may hereafter be held or taken by the Warranty Provider as required in its sole discretion;
- 10. Agrees that in the case where more than one person is liable to the Warranty Provider in respect of the obligations or liabilities of the Builder (in whole or in part), whether under this Agreement, or otherwise, their obligations to the Warranty Provider shall be joint and several, unless otherwise agreed to in writing by the Warranty Provider by amendment to this Agreement, and the Warranty Provider may, without notice to (and without the consent of) the Undersigned, do any one or more of the following acts or things, without releasing or diminishing the liabilities or obligations of the Undersigned to the Warranty Provider arising under this Agreement:
  - a. provide a release of the liabilities and obligations of any of the Undersigned to the Warranty Provider in respect of the obligations or liabilities of the Builder;
  - b. change the nature of the obligations and liabilities of the Builder to the Warranty Provider;
  - c. extend or renew the obligations of the Builder to the Warranty Provider;
  - d. release any security held by the Warranty Provider in connection with the Builder's obligations and liabilities; or
  - e. grant any indulgences, extensions of time and/or waiver of default to or for the benefit of the Builder, or any Indemnitor;
- 11. Agrees that the Warranty Provider shall not be obliged to proceed against the Builder before proceeding to enforce the obligations of any or all of the Indemnitors under this Agreement, it being expressly understood that the Warranty Provider need not pursue or exhaust its rights, remedies, or recourse against (or in respect of) the Builder and/or any guarantees, indemnities or securities posted in connection with the Builder's obligations, prior to the Warranty Provider proceeding against the Indemnitors;
- 12. Waives any defense arising by reason of any incapacity, disability and/or lack of power (or limitation with respect to the status or power) of the Builder (or of the directors, officers, partners or agents of the Builder) or any irregularity, defect or informality in the entering into or execution of any agreement between the Warranty Provider and the Builder, or any defense of the Builder (including, without limitation, the defense that the Builder may not be a legal entity), or any defense arising by reason of the release, reduction or cessation (from any cause or source whatsoever) of the liabilities or obligations owing to the Warranty Provider by the Builder in whole or in part;

- 13. Agrees that the liabilities and obligations of the Undersigned under this Agreement shall not be released or diminished by reason of the death, loss of capacity or bankruptcy of the Builder, nor by reason of any change in the officers, directors, shareholders, co-tenants or joint venture members or partners of the Builder, nor by reason of any amendment, alteration or modification of the Act or the regulations promulgated under the Act, until such time as the entire outstanding indebtedness and/or liabilities of the Builder to the Warranty Provider have been fully paid and/or satisfied;
- 14. Agrees that the liabilities and obligations of the Undersigned arising under this Agreement shall terminate only when the entire outstanding indebtedness and/or liabilities of the Builder to the Warranty Provider, or of the Warranty Provider to third parties, have been fully repaid and/or satisfied, and where the Warranty Provider has paid out monies in respect of the Builder's failure to perform the Builder's obligations, the Undersigned shall forthwith reimburse the Warranty Provider, by way of a certified cheque, for an amount equal to the aggregate of:
  - a. the amount paid out by the Warranty Provider (the "Amount") in respect of the Builder's failure to perform the Builder's obligations, or in respect of anything done or omitted to be done by the Builder, including all legal fees and disbursements (on a solicitor and his/her own client scale) incurred by the Warranty Provider to enforce any of the obligations of the Undersigned hereunder; and
  - b. interest accruing on the Amount, at the rate of eighteen (18%) per cent per annum, calculated semiannually and accruing from and after the respective date(s) that any Amount is so due or owing to the Warranty Provider, to and until the date that all such Amounts (together with all interest accrued thereon as aforesaid) have been fully paid or remitted to the Warranty Provider, on the express understanding that the Warranty Provider's claim for such interest shall not merge in any judgment obtained against any of the Undersigned, and that any such judgment shall bear interest at the aforementioned rate until full payment is made to the Warranty Provider;
- 15. Agrees that there are no representations, warranties, collateral agreements or conditions with respect to this Agreement (or which may have induced any of the Undersigned to execute this Agreement), or affecting the liabilities or obligations of the Undersigned to the Warranty Provider arising under this Agreement, other than as expressly set forth herein;
- 16. Agrees that this Agreement shall be construed in accordance with and be governed by the laws of the Province of British Columbia and that the Undersigned will attorn to the jurisdiction of the courts of the Province of British Columbia and that any legal proceeding in respect of this Agreement shall be tried at Vancouver (or at such other venue as is proposed by the Warranty Provider in any application or originating process initiated by the Warranty Provider in respect of this Agreement);
- 17. Agrees that this Agreement shall extend and enure to the benefit of the successors and assigns of the Warranty Provider, including as a result of mergers, acquisitions of portfolios or otherwise, and this Agreement shall be binding upon each of the Undersigned and the respective heirs, estate trustees, legal representatives, successors and assigns of each of the Undersigned;
- 18. Acknowledges and agrees that any notice under this Agreement may be given to the Undersigned at their place of residence if a person, or to their records office if a corporation;
- 19. Acknowledges having received INDEPENDENT LEGAL ADVICE with respect to this Agreement and confirms having read and understood the terms and provisions hereof before having executed this Agreement, and further confirms that no other agreement or understanding exists which in any way could lessen or modify the obligations set forth herein;
- 20. Agrees that the Undersigned shall not enforce any rights of contribution or indemnity against the Builder or the Builder's assets and undertakings until all of such Builder's obligations under this Agreement or any agreement in connection with the Warranty Policies have been satisfied in full;

- 21. Acknowledges and agrees that all present and future debts, obligations and liabilities of the Builder to any or all of the Indemnitors are hereby postponed and subordinated to and in favour of the present and future debts, obligations and liabilities of the Builder to the Warranty Provider;
- 22. Agrees that it will co-operate with the Warranty Provider in respect of any claim made or proceeding taken against the Warranty Provider in respect of any Warranty Policy issued by the Warranty Provider;
- 23. Acknowledges and agrees that this Agreement will remain in full force and effect even if one or more of the Undersigned designated herein, or one or more of the witnesses have not signed the present agreement or their signatures have been adjudged invalid;
- 24. Agrees that words imparting singular meaning shall include the plural and vice versa; and
- 25. Agrees that this Agreement may be executed in one or more counterparts, either in original, telecopy or email PDF form, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

In the presence of:

Witness Signature

Whistler 2020 Development Corporation (Builder of Record and Indemnitor)

(Print Name – Witness)

Resort Municipality of Whistler (Indemnitor)

(Print Name – Witness)

(Print Name)

(Print Name)

Witness Signature



#### **BRITISH COLUMBIA BUILDER AGREEMENT**

This agreement (the "**Builder Agreement**") is made as of the \_\_\_\_\_\_ day of \_\_\_\_\_, 2021 between:

**The Guarantee Company of North America**, a federally regulated insurance company

-and-

#### Whistler 2020 Development Corporation (the "Builder")

4325 Blackcomb Way, Whistler, BC, V8E 0X5

Builder No.: 210043

-and administered by-

#### WBI Home Warranty Ltd.,

in its capacity as Administrator of Home Warranty Insurance provided to the Builder by the Warranty Provider

WHEREAS the Builder is licensed as a Residential Builder under the Act, or has applied to be licensed as a Residential Builder under the Act;

**AND WHEREAS** the Builder has applied to the Warranty Provider to provide Home Warranty Insurance in respect of a New Home or New Homes constructed or to be constructed by or on behalf of the Builder in the province of British Columbia;

**AND WHEREAS** the Warranty Provider has agreed, subject to the conditions outlined in this Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement and any other agreements between the Builder and the Warranty Provider, to provide evidence of acceptance for Home Warranty Insurance in respect of a New Home or New Homes constructed or to be constructed by or on behalf of the Builder in the province of British Columbia;

**AND WHEREAS** the Warranty Provider has appointed WBI Home Warranty Ltd. to act as Administrator of Home Warranty Insurance provided by the Warranty Provider to the Builder pursuant to this Builder Agreement;

**IN CONSIDERATION** of the premises, covenants and agreements set forth in this Builder Agreement, and the sum of two dollars of lawful money of Canada now paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby confirm the veracity of the foregoing recitals, and hereby further covenant and agree, to and with each other, as follows:

#### 1. Definitions

In this Builder Agreement the following expressions shall have the following meanings:

- a) "Act" means the British Columbia Homeowner Protection Act and the regulations enacted thereunder, both as amended from time to time;
- b) "Administrator" means WBI Home Warranty Ltd., authorized by the Warranty Provider to act as its agent and as administrator with respect to this Builder Agreement and Home Warranty Insurance provided by the Warranty Provider in British Columbia;
- c) "Administration Fee" means any fee invoiced by the Administrator to the Builder in connection with the administration of this Builder Agreement, including Registration fees, Registration Renewal Fees, inspection fees, Claims handling fees, complaint handling fees, technical assessment fees, miscellaneous fees, and any other fees as required from time to time by the Administrator. Such fees are payable to the Administrator by the Builder for administrative services provided for the Builder, and such fees are not paid to the Administrator in its capacity as agent for the Warranty Provider;
- d) "BC Housing" means the British Columbia Housing Management Commission, continued under section 10 (1) (b) of the Ministry of Lands, Parks and Housing Act;

- e) "Building Standards" means all applicable building codes, bylaws and environmental laws with respect to the construction of new homes in British Columbia;
- f) "Certificate of Possession Form" means the two-part document, including the pre-delivery inspection form, issued by the Administrator evidencing the Warranty Commencement Date of the Home Warranty Coverage;
- g) "Claim" means written notice by an Owner (or on behalf of an Owner) to the Warranty Provider of the discovery of a Defect prior to the expiry of the applicable Home Warranty Insurance coverage;
- h) "Defect" means any design or construction that is contrary to the building code or that requires repair or replacement due to the negligence of the Builder or person for whom the Builder is responsible at law, and shall specifically include "Defects In Building Envelope" and "Structural Defects" as those terms are defined in the Act;
- i) "Defects in Building Envelope" has the same meaning as defined in the Act;
- j) "Government" means any municipal, provincial or federal governing authority or agent thereof having applicable jurisdiction with respect to the construction of new homes;
- "Home Warranty Insurance" has the same meaning as defined in the Act, unless a Warranty Policy issued pursuant to this Builder Agreement provides Home Warranty Insurance coverage in excess of the requirements of the Act, in which case such excess coverage is included in this definition;
- I) "Indemnity Agreement" means the indemnity agreement entered into by the Builder and the other parties identified in the Terms and Conditions Letter for the benefit of the Warranty Provider;
- m) "New Home Registration Form" has the meaning set out in Section 3.2;
- n) "New Home" has the same meaning as defined in the Act;
- o) "Owner" has the same meaning as defined in the Act;
- p) "Premium" means the Home Warranty Insurance premium required to be paid to the Warranty Provider by the Builder for each New Home constructed or to be constructed by the Builder that has been Registered by the Warranty Provider in British Columbia;
- q) "Register", "Registered" and "Registration" means the issuance by the Warranty Provider of evidence of acceptance of Home Warranty Insurance in respect of a New Home or New Homes constructed, being constructed or to be constructed by the Builder in British Columbia;
- r) **"Renewal Date"** means each annual anniversary of the Builder Agreement, unless amended to an alternate date by WBI Home Warranty Ltd.;
- s) "**Renewal Fee**" means the annual fee payable to and for the sole benefit of the Administrator by the Builder on or before the Renewal Date;
- t) "Structural Defect" has the same meaning as defined in the Act;
- u) "Residential Builder" has the same meaning as defined in the Act;
- "Terms and Conditions Letter" means the letter issued by the Warranty Provider and agreed to by the Builder outlining terms and conditions on which the Warranty Provider will make available Home Warranty Insurance for Owners of New Homes constructed by the Builder in British Columbia;
- w) "Warranty Commencement Date" means the effective date of coverage of any Home Warranty Insurance or any Warranty Policy;
- x) "Warranty Policy" means a limited policy of Home Warranty Insurance issued to an Owner by the Warranty Provider pursuant to this Builder Agreement;
- y) "Warranty Provider" means The Guarantee Company of North America.

#### 2. Representations

The Builder represents and warrants to the Warranty Provider as follows:

- a) all the information set forth in all documents, applications and agreements furnished by the Builder to BC Housing and to the Warranty Provider is true, correct and complete in all material respects;
- b) the Builder has full capacity, power and authority to enter into this Builder Agreement;
- c) the Builder holds all necessary licenses and permits required to carry on the business of constructing and/or selling homes in the Province of British Columbia;
- d) if a corporation, the Builder is in good standing under the laws of the Province of British Columbia;
- e) the person executing and delivering this Builder Agreement on behalf of the Builder has been duly authorized to do so.

#### 3. Builder and Warranty Provider Obligations

#### 3.1 Construction and Sale of New Homes

The Builder acknowledges that a condition of receiving and renewing a license as a Residential Builder under the Act requires the Builder to register each New Home for Home Warranty Insurance provided by an authorized warranty provider prior to constructing each New Home, or taking over the construction of each New Home, and to neither sell nor offer to sell a New Home unless the New Home is covered by Home Warranty Insurance provided by an authorized warranty provider. The Builder agrees to act in accordance with this condition.

#### 3.2 Registration of New Homes

- a) Prior to commencing construction of a New Home, or prior to taking over construction of a New Home, or prior to selling or offering to sell a New Home, the Builder shall apply to the Warranty Provider for Registration of such New Home by submitting to the Warranty Provider a completed New Home Registration Form, or other such form as may be prescribed by the Warranty Provider from time to time, and providing such other information as the Warranty Provider may require;
- b) For each New Home to be Registered pursuant to this Builder Agreement, the Builder shall promptly submit or have already submitted to the Warranty Provider:
  - i. the New Home Registration Form;
  - ii. the executed Terms and Conditions Letter;
  - iii. the executed Builder Agreement;
  - iv. the executed Indemnity Agreement;
  - v. an executed copy of any other agreement required by the Warranty Provider;
  - vi. the Warranty Provider's Premium for the Registration of each New Home;
  - vii. the Administration Fee(s) invoiced by the Administrator;
  - viii. the plans and specifications for the New Home(s), copies of all contracts with respect to the construction of the New Home(s), and any architect, engineering, consultant or product manufacturer reports, warranties, maintenance or repair documentation, as may be required by the Warranty Provider in connection with the New Home(s);
  - ix. any collateral required by the Warranty Provider as security for the Builder's obligations under this Builder Agreement, the Indemnity Agreement, the Terms & Conditions Letter or any other agreement in connection with the Registration of New Home(s) or the provision of Home Warranty Insurance by the Warranty Provider for the New Home(s) constructed by the Builder;
  - x. any additional information, documents, financial information, marketing or promotional information or material relating to the Builder or the Builder's New Home(s) that is required by the Warranty Provider;
- c) Following Registration of each New Home, the Builder shall notify the Warranty Provider of any change in information or conditions related to such New Home, including change in ownership, change in address, change in legal description, construction of the New Home, completion of the New Home, or any other matter which could affect the eligibility for Registration of a New Home pursuant to this Builder Agreement;
- d) If the Builder fails to Register any eligible New Home as required, the Warranty Provider, in addition to any other rights it may have under this Builder Agreement, may take (but is not required to take) any action it deems necessary to ensure such Registration and the Builder shall indemnify the Warranty Provider with respect to all costs and charges associated therewith and be liable to the Warranty Provider for any Claim, loss, cost or expense incurred in connection with such Registration and subsequent issuance of a Warranty Policy;
- e) If a disagreement arises regarding the application by the Builder for Home Warranty Insurance for any New Home, the determination made by the Warranty Provider shall be final and binding;
- f) If the Builder does not commence construction of a New Home within 24 months of its Registration date, the Warranty Provider may, at its sole discretion, terminate the Registration of any and all New Homes;
- g) If the Registration of a New Home is terminated by the Warranty Provider for any reason, the Warranty Provider may refund the Premium, or part thereof, for such New Home, and the Administrator shall be entitled to retain any Administration Fee or other fee charged to the Builder in respect of such New Home.

#### 3.3 Inspections

- a) The Warranty Provider shall be entitled to make inspections of any New Home during and following its construction, as deemed necessary by the Warranty Provider, to confirm that the New Home is being built, at a minimum, according to the Building Standards and is free of Defects. The Builder grants to the Administrator and the Warranty Provider, and their representatives, uninterrupted access to each New Home at all reasonable times during construction;
- b) The Builder shall upon request promptly provide the Warranty Provider with any information it may require pertaining to the construction of each New Home, including but not limited to copies of all inspection reports, architect and engineering reports, product manufacturer instructions, notices and reports, and professional certifications of architects, engineers or other consultants. The Warranty Provider, acting reasonably, reserves the right to examine, audit, and reject any product, manufacturer, architect, engineer, consultant or their reports. Any fees and charges charged by the Administrator in conducting such examination or audit shall be promptly paid by the Builder;
- c) The Warranty Provider shall use its best efforts to advise the Builder of any Defects observed during an inspection. The Builder shall promptly remedy such Defects prior to the Warranty Commencement Date of the New Home. Failure by

the Warranty Provider to observe a Defect or notify the Builder of a Defect does not relieve the Builder of the obligation to remedy such Defect or indemnify the Warranty Provider for losses and expenses incurred in connection with such Defect under the Warranty Policy;

- d) If the Builder does not, in the Warranty Provider's reasonable opinion, construct a New Home in accordance with the Building Standards, the Warranty Provider may terminate the Registration of the New Home and refuse to issue a Warranty Policy in respect of the New Home, provided that such termination of the Registration precedes the Warranty Commencement Date of the New Home;
- e) The Builder acknowledges that the Administration Fees charged by the Administrator may include a limited number of inspections per New Home. In the event the Administrator deems it necessary or advisable to conduct additional inspections of a New Home, the Administrator may charge the Builder additional inspection fees as established by the Administrator from time to time.

#### 3.4 Notification of Warranty Commencement

- a) On or prior to the Warranty Commencement Date of any Home Warranty Insurance, the Builder shall, together with the Owner of the New Home, perform an inspection of the New Home and shall list any items of work that remain to be completed as at that date or any Defects that have not been remedied;
- b) On or prior to the Warranty Commencement Date, the Builder shall provide the Certificate of Possession Form to the Owner of each New Home. Together with the Owner of each New Home, the Builder shall complete and execute the Certificate of Possession Form setting forth the name of the Owner and the Builder, the Warranty Commencement Date of the Warranty Policy, and, if applicable, any Defects in materials and labour accepted or identified by the Owner. The Builder shall provide a copy of the completed and executed Certificate of Possession Form to the Owner and submit a copy to the Warranty Provider;
- c) The Builder shall, if requested by the Warranty Provider, provide the Warranty Provider with a copy of the as-built drawings, letters of assurance or other certifications provided to any municipal, provincial or federal governing authority or any other information required with respect to each New Home;
- d) If the Builder fails to complete, execute and deliver to the Owner of the New Home and to the Warranty Provider the Certificate of Possession Form, the Builder hereby authorizes the Warranty Provider to prepare and deliver the Warranty Policy to the Owner of the New Home and the Builder hereby appoints the Warranty Provider as its agent to do so. The Warranty Provider is hereby authorized to contact the necessary regulatory bodies, the Owner and any other person to obtain the information required to determine the Warranty Commencement Date. The Builder hereby indemnifies the Warranty Provider for all losses, damages, costs and charges the Warranty Provider may incur in acting in accordance with this section, and the Builder agrees that this Builder Agreement, the Indemnity Agreement, the Terms and Conditions Letter, and all other agreements with the Warranty Provider apply to New Homes in which the Warranty Provider has acted in accordance with this section.

#### 3.5 Warranty

Upon receipt from the Builder of a duly completed and executed Certificate of Possession Form, and so long as the Builder is not in default under this Builder Agreement, the Indemnity Agreement, the Terms and Conditions Letter, or any other agreement with the Warranty Provider, the Warranty Provider shall deliver to the Owner of the New Home (or strata corporation or co-operative in the case of the common property or elements of a strata or co-operative project) an appropriate Warranty Policy. The Warranty Policy shall be effective as of the Warranty Commencement Date.

#### 3.6 Builder Obligation to Repair or Replace Defects

- a) The Builder covenants, at its own expense and without cost to an Owner, to forthwith remedy any Defect in any New Home with respect to which Claim has been made by an Owner, or on behalf of an Owner, against the Warranty Provider pursuant to the Warranty Policy issued by it, or pursuant to the Act, where such Claim arises out of the negligence of the Builder or a party for whom the Builder is responsible at law;
- b) In addition to Section 3.6 a), the Builder hereby covenants with the Warranty Provider to promptly repair or replace, at the Builder's expense and without cost to an Owner, the following:
  - i. any Defect in materials or labour, and any violation of the Building Code, for which Claim was made by or on behalf of an Owner within the 12 months following the Warranty Commencement Date of a New Home and within the 15 months following the Warranty Commencement Date for common property;
  - ii. any Defect in materials and labour supplied for the electrical, plumbing, heating, ventilation, and air conditioning delivery and distribution systems for which Claim was made by or on behalf of an Owner within the 24 months following the Warranty Commencement Date;

- iii. any Defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the New Home for which Claim was made by or on behalf of an Owner within the 24 months following the Warranty Commencement Date;
- iv. any violation of the Building Code for which Claim was made by or on behalf of an Owner within the 24 months following the Warranty Commencement Date;
- v. any Defects in Building Envelope for which Claim was made by or on behalf of an Owner within the 5 years following the Warranty Commencement Date;
- vi. any Structural Defect for which Claim was made by or on behalf of an Owner within the 5 years following the Warranty Commencement Date;
- vii. any Structural Defect for which Claim was made by or on behalf of an Owner between 5 years following the Warranty Commencement Date and the expiration of the Structural Defect coverage under the Warranty Policy, if:
  - i) such claim for Structural Defect is related to, or is a result of, a prior claim for Structural Defect, regardless of whether the Builder responded to such prior claim and whether such prior claim was accepted by the Warranty Provider for coverage under the Warranty Policy; or
  - ii) the investigation of such Structural Defect claim reveals gross negligence by the Builder or by a party for whom the Builder is responsible at law;
- c) In the event the Warranty Provider receives a Claim from or on behalf of the Owner of a New Home constructed by the Builder for which the Warranty Provider has issued a Warranty Policy, the Warranty Provider will review the Claim and provide notice of the Claim to the Builder;
- d) The Builder must commence the repair or replacement of the Defect within such reasonable time as is determined by the Warranty Provider. If the Builder does not remedy the Defect in accordance with the requirements of the Warranty Policy and the Act within the time period specified by the Warranty Provider, the Builder shall be in default of this Builder Agreement and the Warranty Provider shall be entitled, at its discretion, to engage another contractor to remedy the Defect by carrying out such repairs or replacement;
- e) If the Builder receives a notice of Claim from or on behalf of an Owner of a New Home and believes there is no Defect, the Builder is to notify in writing the Owner and the Warranty Provider within 30 days of the receipt of the notice of Claim of its reasons for disputing the alleged Defect. If there is a disagreement between the Builder and the Owner in respect of an alleged Defect, the Warranty Provider shall make a final determination as to whether the Claim is valid and is insured under the terms of the Warranty Policy. If the Claim is determined by the Warranty Provider to be valid and insured under the terms of the Warranty Policy and the Builder does not perform the required repairs or replacement to remedy the Defect, the Warranty Provider may intervene and make any and all repairs or replacements as determined necessary by the Warranty Provider to remedy the Defect and charge to the Builder any losses, interest, costs and expenses incurred in connection with remedying such Defect, together with any Administration Fee charged by the Administrator in connection with such Defect. At the Warranty Provider's discretion, the Builder's status may be suspended by the Warranty Provider, and the Builder may not be allowed to Register any New Homes until the Warranty Provider has been indemnified for all costs, losses, expenses and interest incurred, including Claims expenses and Claims handling fees incurred by the Administrator and the Warranty Provider.

#### 3.7 Indemnity

- a) The Builder agrees to indemnify and hold the Warranty Provider harmless (among other things) in accordance with the terms and conditions of the Indemnity Agreement;
- b) The Indemnity Agreement shall limit the Builder's obligations under the Indemnity Agreement for Structural Defects to those Structural Defect Claims made by or on behalf of an Owner against a Warranty Policy within five (5) years of the Warranty Commencement Date, unless:
  - i. such Claim for Structural Defect is related to, or is a result of, a prior Claim for Structural Defect, regardless of whether the Builder responded to such prior Claim and whether such prior Claim was accepted by the Warranty Provider for coverage under the Warranty Policy; or
  - ii. the investigation of such Structural Defect Claim reveals gross negligence by the Builder or by a party for whom the Builder is responsible at law;

in which case said limitation of the Builder's obligations under the Indemnity Agreement shall not apply.

c) The Builder acknowledges that the Warranty Provider may require additional parties to execute the Indemnity Agreement.

#### 3.8 Security

- a) The Warranty Provider may from time to time require that the Builder provide the Warranty Provider with a letter of credit, cash deposit and/or other form of collateral as security for the performance of the Builder's obligations to the Warranty Provider and the Administrator under this Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement, and any other agreement between the Builder and the Warranty Provider;
- b) Upon the satisfaction by the Builder of all of the Builder's obligations to the Warranty Provider and the Administrator under this Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement and any other agreement between the Builder and the Warranty Provider, the Warranty Provider may release any security provided to the Warranty Provider by or on behalf of the Builder. Any interest proceeds earned by the security held by the Warranty Provider shall be for the sole benefit of the Warranty Provider;
- c) Each letter of credit which the Builder is required to provide to the Warranty Provider shall be issued by a financial institution duly authorized to issue letters of credit in Canada acceptable to the Warranty Provider, in its sole discretion. The form and substance of the letter of credit shall be acceptable to the Warranty Provider, in its sole discretion. Other forms of security provided by the Builder to the Warranty Provider shall be acceptable to the Warranty Provider in type, form and substance, in its sole discretion;
- d) The Warranty Provider will from time to time update its underwriting of the Builder and, if the Warranty Provider determines there is any adverse change in or material increase to the Warranty Provider's risk, the Warranty Provider shall have the right to require additional security as collateral for the Builder's obligations to the Warranty Provider and the Administrator under this Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement, and any other agreement between the Builder and the Warranty Provider.

#### 3.9 Premiums

The Builder shall promptly make payment of the Warranty Provider's Premium for each New Home Registered by the Warranty Provider. The Premium for each New Home shall be deemed fully earned by the Warranty Provider upon the issuance of the Warranty Policy and is non-refundable. Prior to the issuance of the Warranty Policy, the Warranty Provider may (at its discretion) return some or all of the Premium to the Builder in the event the Registration of the New Home is terminated.

#### 3.10 Administration Fees

The Builder shall promptly make payment to the Administrator of any Administration Fee invoiced to the Builder by the Administrator. Administration Fees are compensation paid by the Builder to the Administrator for administering this Builder Agreement, and are not a payment to the Warranty Provider, or a payment to the Administrator in its capacity as agent for the Warranty Provider, or a payment for Home Warranty Insurance. Each Administration Fee is deemed fully earned as of the date of the Administrator's invoice and is non-refundable.

#### 3.11 Assignment of Rights against Others

The Builder shall preserve all rights, claims and causes of action that it may have against consultants, design professionals, manufacturers, suppliers, contractors, subcontractors and others in respect of any Defects in any New Home, and, to the extent permitted by law, the Builder hereby assigns, transfers and sets over the same to the Warranty Provider to enable the Warranty Provider to enforce and prosecute such rights, claims and causes of action as fully and effectually as the same could be prosecuted and enforced by the Builder. The Builder shall, at the request and expense of the Warranty Provider, execute and deliver such assignments and other instruments and take additional actions including the institution of legal proceedings in its name as the Warranty Provider may reasonably require in order to give effect to the foregoing. The Builder shall not release any contractor, sub-contractor, supplier, consultant, design professional, manufacturer or other party from any cause of action that the Builder may have against all or any of them in respect to any matter for which the Warranty Provider may have a liability under a Warranty Policy or in any way prejudice the subrogation rights of the Warranty Provider against same.

#### 4. Builder Covenants

The Builder covenants and agrees that:

- a) During the term of this Builder Agreement, the Builder shall maintain its Residential Builder license as required under the Act and hereby authorizes the Warranty Provider to obtain from BC Housing all available information as required with respect to the Builder;
- b) Prior to the Renewal Date the Builder shall provide to the Warranty Provider, if so requested, updated information and documents pertaining to the Builder's current financial position;
- c) The Builder shall, as may be requested by the Warranty Provider from time to time, furnish the Warranty Provider with copies of purchase agreements, construction contracts, marketing or promotional materials and other documents used by the Builder with respect to any New Home;

- d) The Builder shall carry on and conduct its business in a proper, efficient and businesslike manner and, in accordance with good business practice, shall keep or cause to be kept proper books and records in respect of the construction and sale of New Homes and, for any purpose arising out of this Builder Agreement, shall allow the duly authorized representatives of the Warranty Provider free access to, and provide copies of, such books and records during normal business hours;
- e) The Builder shall not misrepresent to the public or any municipal, provincial or federal governing authority the status of the Warranty Provider's willingness to Register New Homes and to issue Warranty Policies for New Homes constructed by the Builder;
- f) The Builder shall promptly pay all Premiums, fees, costs and charges levied or incurred by the Warranty Provider, and the Builder shall promptly pay all Administration Fees invoiced by the Administrator, including any Claim handling fees and technical assessment fees charged by the Administrator;
- g) The Builder shall at all times:
  - i. construct each New Home, including each Dwelling Unit and any associated common property, in accordance with the Building Standards and the standards of an experienced and prudent professional Residential Builder operating in similar circumstances; and
  - ii. conduct such site and environmental investigations and retain such architects, engineers and consultants as may be necessary to determine the adequacy and appropriateness of the soil, environmental conditions, building envelope and all other matters affecting the design and construction of each New Home;
- h) The Builder shall promptly notify the Warranty Provider, in writing, of any material Defects in Building Envelope or Structural Defect, or any repairs or alterations to any New Home, that occur prior to the Warranty Commencement Date of the New Home;
- i) The Builder agrees that all repairs or replacement of Defects as required under a Warranty Policy shall be warranted against Defect for the period of time required by the Act, but not less than one (1) full year from the date of completion of the repairs or replacement or the expiry date of the applicable Home Warranty Insurance coverage, whichever is later;
- j) The Builder shall provide the Owner, in writing, with all necessary warranties, instructions, documents, information, requirements and procedures, including those which are available from any manufacturer, pertaining to the proper care, repair, and maintenance of the New Home, its components, and its operating systems, and copies of such information shall be provided to the Warranty Provider upon request;
- Should the Builder terminate its contract with, or make a change of, the general contractor, a major subcontractor, the architect, a consultant or an engineer during the construction of a New Home, the Builder shall promptly advise the Warranty Provider in writing of such termination or change;
- The Builder shall maintain and provide to the Warranty Provider (if requested) copies of all insurance policies or surety bonds for itself and its designers, general contractor and sub-contractors, and other consultants in a form, for a duration and in an amount determined by the Warranty Provider;
- m) The Builder shall continue to disclose to the Warranty Provider on an ongoing basis all information and circumstances which may impair the Builder's ability to sell and construct New Homes or carry out after sales service or remedy Defects while the Warranty Policy is in force;
- n) Upon request, the Builder will participate with the Warranty Provider in any mediation between the Warranty Provider and an Owner pursuant to the terms of a Warranty Policy.

#### 5. Default and Termination

#### 5.1 Default by the Builder

- The Builder shall be in default of this Builder Agreement if:
  - a) The Builder does not remedy the Defect in accordance with the Act and the Warranty Policy within the reasonable time period specified in writing by the Warranty Provider;
  - b) The Builder breaches or fails to observe or carry out any obligation, agreement, covenant or condition of this Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement, and any other agreement between the Builder and the Warranty Provider and does not remedy that breach within the time required under such agreement, or if no such time has been specified, within a reasonable time as determined solely by the Warranty Provider;
  - c) The Builder fails to submit to the Warranty Provider any Certificate of Possession Form as required;
  - d) The Builder fails to pay the Warranty Provider any Premium, or fails to pay the Administrator any Administration Fee, as required;
  - e) The Builder fails to participate in and cooperate with the Warranty Provider in any mediation pursuant to the terms of a Warranty Policy;
  - f) The Builder ceases to carry on business or abandons the construction of any New Home without sufficient cause, in the opinion of the Warranty Provider;
  - g) A material adverse change occurs in the financial position of the Builder or any party to the Indemnity Agreement;
  - h) The Builder fails to comply with any Building Standard;

- i) The Builder is insolvent, wound up, liquidated or dissolved or a petition in bankruptcy is filed against the Builder; or if the Builder makes, or intends to make, a proposal for the general benefit of creditors or commits any act of bankruptcy; or if a receiver and/or manager is appointed by any party with respect to the Builder or over the Builder's assets; or if any creditor or security holder of the Builder takes possession of any property of the Builder or levies an execution or distress or other process against the Builder which in the opinion of the Warranty Provider forms a substantial part of the Builder's assets or adversely affects the construction of New Homes by the Builder;
- j) The Builder fails to pay the Warranty Provider any and all amounts due under the Terms and Conditions Letter, this Builder Agreement, the Indemnity Agreement or any other agreement;
- k) The Builder fails to provide the Warranty Provider any collateral security required under this Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement, or any other agreement;
- I) The Builder fails to provide any documentation or records as required by this Builder Agreement; or
- m) The Builder fails, within fourteen (14) days of a change in control of the Builder, to obtain the consent of the Warranty Provider to such change in control.

#### 5.2 Assignment of Claims; Subrogation

The Builder hereby assigns to the Warranty Provider, effective upon the day preceding the bankruptcy, liquidation, winding up or insolvency of the Builder, or upon the default of the Builder under this Builder Agreement or the Indemnity Agreement, whichever occurs first, any and all causes of action the Builder has against its subcontractors and suppliers with respect to a Defect in workmanship and materials, a failure to comply with the Building Standards, any Defects in Building Envelope or Structural Defects occurring in a New Home, and the Warranty Provider shall be entitled to exercise all rights of recovery of the Builder against such subcontractors or suppliers, and may bring an action in the name of the Builder in order to enforce such right of recovery.

#### 5.3 Remedies upon Default by Builder

- a) Upon the occurrence of a default by the Builder under this Builder Agreement that the Builder fails to remedy to the satisfaction of the Warranty Provider (in its sole discretion), the Warranty Provider may exercise any one or more of the following remedies:
  - i. terminate the Warranty Provider's Registration of any and all of the Builder's New Home(s), provided that the Warranty Policy has not been issued for such New Home(s);
  - ii. refuse to Register any additional New Home for the Builder;
  - iii. terminate this Builder Agreement and, at the Warranty Provider's option, terminate the Registration of any of the Builder's New Home(s), provided that the Warranty Policy has not been issued for such New Home(s); or
  - iv. take legal proceedings against the Builder, including the enforcement of any right under the Terms and Conditions Letter, this Builder Agreement, the Indemnity Agreement, any other agreement, and the enforcement of security provided to the Warranty Provider by the Builder;
- b) The rights and remedies of the Warranty Provider set out herein are cumulative and may be exercised together, or independently of, other rights and remedies available to the Warranty Provider at law or in equity.

#### 5.4 Effects of Warranty Provider Exercising Any of its Remedies

If the Warranty Provider exercises any of its remedies upon the occurrence of a default by the Builder under this Builder Agreement:

- a) All documentation, identification, or other materials furnished to the Builder by the Warranty Provider or the Administrator shall forthwith be returned to the Warranty Provider;
- b) The Builder shall not in any way represent itself as a Builder that is entitled to Register New Homes with the Warranty Provider, and shall not advertise or display any material indicating or implying an ongoing business relationship with the Warranty Provider, and shall immediately return all materials bearing the Warranty Provider's logos to the Warranty Provider, and shall promptly notify in writing every purchaser of a New Home for which a Certificate of Possession Form has not been completed that the Builder has breached its agreement with the Warranty Provider for Home Warranty Insurance and that the Warranty Provider has the right to terminate the Registration of each such New Home;
- c) The Builder acknowledges that the Warranty Provider is required to forthwith notify BC Housing of the Builder's default under this Builder Agreement, and the Builder hereby consents to such notification by the Warranty Provider and consents to the Warranty Provider providing notification of such default to any other party whom the Warranty Provider considers may be affected by the Builder's default;
- d) The Warranty Provider shall continue to perform all of its obligations under all Warranty Policies issued by the Warranty Provider for New Homes constructed by the Builder.

#### 6. Conditions

#### 6.1 Term of Agreement

This Builder Agreement shall, subject to its terms, remain in full force and effect continuously from its acceptance date, until the non-Renewal Date or termination, whichever is earlier.

#### 6.2 Effect of Non-Renewal or Termination by Warranty Provider

If the Warranty Provider for any reason elects not to renew this Builder Agreement upon the Renewal Date or terminates this Builder Agreement, the Builder agrees that such non-renewal or termination shall not affect the liability of the Builder to the Warranty Provider under this Builder Agreement, or under the Terms and Conditions Letter, the Indemnity Agreement, or any other agreement, in respect of any Warranty Policy which has been issued by or on behalf of the Warranty Provider prior to such non-renewal or termination or which the Warranty Provider may be obligated to issue after such non-renewal or termination. All obligations of the Builder pursuant to this Builder Agreement, including those pertaining to a New Home with respect to which the Warranty Provider has issued a Warranty Policy or will issue a Warranty Policy, shall survive expiry or termination of this Builder Agreement.

#### 6.3 Assignment and Change in Control

This Builder Agreement, the Terms and Conditions Letter, the Indemnity Agreement, any other agreement between the Builder and the Warranty Provider, all Warranty Policies and any benefits, obligations or privileges of the Builder, may not be assigned, transferred or otherwise given or extended to anyone by the Builder without the written consent of the Warranty Provider.

#### 6.4 Notice

Any notice required or permitted to be given hereunder shall be in writing and will be sufficiently given if served personally or if sent by registered mail addressed to the Builder at its address as either shown on the face of this Builder Agreement or at such other address as the Builder has provided to the Warranty Provider. Any notice so mailed shall conclusively be deemed to have been given on the seventh day after the day of mailing. Any party may change its address or facsimile number by giving written notice of the change to the other parties. Failure of the Builder to give such notice will not void any of its obligations under this Builder Agreement.

#### 6.5 Extended Meanings

Words importing the singular number include the plural and vice versa.

#### 6.6 Headings

The headings used in the body of this Builder Agreement shall form part of this Builder Agreement and are intended to assist in explaining its meaning and object. The headings are not merely for convenience of reference.

#### 6.7 Governing Law

This Builder Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

#### 6.8 Time of the Essence

Time shall be of the essence in this Builder Agreement.

#### 6.9 Enurement

This Builder Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto. If the Builder is a corporation no amalgamated company resulting from the amalgamation of the Builder with any other corporation shall have the benefit of this Builder Agreement without the written consent of the Warranty Provider.

#### 6.10 Unenforceable Provisions

If any provision of this Builder Agreement shall be invalid or unenforceable, the remainder of the provisions of this Builder Agreement shall not be affected thereby and each and every provision of this Builder Agreement shall be enforced to the fullest extent permitted by law.

#### 6.11 Entire Agreement

This Builder Agreement is the entire agreement between the parties and there are no representations, warranties, agreements or contracts except as set forth herein.

#### 6.12 Authority of WBI Home Warranty Ltd. as Agent of Warranty Provider

The Administrator is hereby authorized by the Warranty Provider to implement and give effect to all obligations and rights of the Warranty Provider created by this Builder Agreement, and it is hereby expressly agreed by the Warranty Provider and the Builder that the Administrator has the authority to act as agent of the Warranty Provider in implementing and giving effect to the terms and conditions of this Builder Agreement, including signing this Builder Agreement, the administration of Claims and all other matters pursuant to Home Warranty Insurance on behalf of the Warranty Provider.

#### 6.13 Counterparts, Electronic Execution and Transmission

Each of the parties hereto acknowledges and agrees that this Builder Agreement may be executed by any or all of the undersigned parties hereto via telefax transmission, or by e-mail and/or in counterparts, and that the execution of a telefaxed or scanned and e-mailed version of this agreement by any or all of the undersigned parties hereto shall have the same force and effect as if same were originally executed. Each counterpart shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same instrument. Moreover, a photocopy, a telefaxed copy or a scanned/e-mailed copy of this executed agreement, either in counterparts, or in one document reflecting the signatures of (and execution by) all of the undersigned parties hereto, may be relied upon to the same extent as if it were an original executed version.

IN WITNESS WHEREOF the parties hereto have executed this Builder Agreement.

#### THE GUARANTEE COMPANY OF NORTH AMERICA

Per:

Gordon Houston, Attorney-In-Fact

#### WBI HOME WARRANTY LTD., in its capacity as Administrator

Per:

Gordon Houston, Executive Vice President

(authorized signatory for WBI Home Warranty Ltd.)

#### Whistler 2020 Development Corporation

Per:

Authorized Signatory

Print Name



### WHISTLER

### REGULAR MEETING OF MEASURING UP SELECT<br/>COMMITTEE OF COUNCIL (MUSCC)<br/>WEDNESDAY, DECEMBER 04, 2019, STARTING AT 9:09 A.M.

In the Oboe Room at Whistler Municipal Hall 4325 Blackcomb Way, Whistler, BC V8E 0X5

#### PRESENT:

Accommodation Sector, Doug Andrews Mature Action Committee, Dave Ashton Member at Large, Olivia Rey Member at Large, Sue Lawther Whistler Adaptive Sports Program, Chelsey Walker Whistler Community Services Society, Kerry Hannah Councillor, Jen Ford Measuring Up Coordinator, RMOW, Sarah Tipler Senior Planner, RMOW, Courtney Beaubien Recording Secretary, RMOW, Karen Olineck GIS Coordinator, RMOW, Vanessa Pocock Transportation Demand Management Coordinator, RMOW, Emma Dal Santo

#### **REGRETS**:

Tourism Whistler, Mary Ann Collishaw Whistler Blackcomb, Matt Davies Whistler Community Services Society, Jackie Dickinson

#### ADOPTION OF AGENDA

Moved by Doug Andrews Seconded by Dave Ashton

That MUSCC adopt the MUSCC agenda of December 4, 2019.

CARRIED

#### **ADOPTION OF MINUTES**

Moved by Dave Ashton Seconded by Doug Andrews

That MUSCC adopt the Regular MUSCC minutes of May 1, 2019.

CARRIED

#### COUNCIL UPDATE

Councillor Ford provided Council updates. Councillor Ford attended the 2019 CIVX conference with local governments from the lower mainland. The MINUTES Regular Measuring Up Select Committee of Council Meeting December 4, 2019 Page 2

conversation was around making local governments more accessible and disability justice. The concept of disability justice is that everyone has a fundamental right as a human being to have access to all aspects of public life.

#### ITEMS FOR DISCUSSION

GIS Story Maps

Vanessa Pocock commented on the following:

- 1. The purpose and goal of the GIS story maps is for people to feel confident in being able to navigate from where they are staying to a particular location.
- 2. The Village can be confusing without the added challenge of having accessibility issues. The complications of weather, times of year and getting lost can add challenges.
- 3. A phased approach is being taken with the Village being the first phase. The project will then move on to parks and Creekside.
- 4. This process will take time and we will learn as we work. Version one is the Village and as we get better with data and richer with our understanding, the project will grow to other areas of Whistler.
- 5. The current Access Whistler map is the starting point. We will try and create something similar to the Open Sidewalks.com map where you can choose slope steepness of a certain percentage and look at the map and choose the most appropriate path. At the moment, this only focuses on one area of accessibility, but shows the idea of how we would provide the information and allow users to customize it for their abilities.
- 6. What we need in the map is all the information that might be relevant for someone determining their best path and we would look at how we can provide this information and filter it. Also, the map will give users access to an interface that is easy to understand and manipulate.
- 7. Our focus is to try and take the path information similar to Google maps, but we will have different information as our input, and not just any sidewalk or avoiding tools. Our barriers and preferences filters will be different, but it is the same idea as Google maps. Functionally, the map will be something that people are familiar with.
- 8. This will take some time but we will focus on version one, which is what is most important and easiest, so the public can provide us feedback.
- 9. Story map is a great word because it speaks to a map and the story behind it. The story map will be more of a web map and interactive app so it can be used on phones and tablets. There will be no cost for this program to users.

Whistler Transit System

- Emma Dal Santo commented on the following:
  - 1. The RMOW has been working on accessibility issues as they relate to transit since the 2000s and we want to bring forward some updates today.
  - 2. Recently, as part of the transit future plans for Whistler Transit, one of the action items was a feasibility study related to custom transit.
  - 3. The way the Province looks at custom transit is that there is conventional service and custom service and everyone should have a similar type of access to and availability of services in both systems.
  - 4. There have been some improvements since the 2000s in the way material on services is presented. The fonts are large and black on white and items

are clearer. Lighter diagrams have been removed to make things clear and more understandable.

- 5. There is more online information available. There are more onboard announcements of bus stop locations, both visual and audio. We are trying to get more information to people so that they can understand it.
- 6. There is an interactive map that shows all the bus stops and where the buses are and if you press on the bus icons, they will be various colours to tell you how full the bus is. These are some recent improvements to the transit system.
- 7. All conventional buses are low floor and have two spots where wheelchairs can be secured.
- 8. In 2007, we reviewed our transit system from the infrastructure point of view and how to distribute information. There have been a lot of improvements regarding how information is shared. We did not have a fully accessible fleet prior to 2007 and now we do.
- 9. In 2007, we tried to determine what things need to be improved first. We have not done many retrofits to bus stop shelters and we will need to continue to improve in that area. However, we looked at priority stops and high-use bus stops. The priority areas are the Village, Upper Village, Creekside and the Meadow Park Sports Centre. Highway 99 needs a lot of work for everyone. We are working with the Ministry of Transportation and Infrastructure. Two years from now, we project some more improvements on the highway. We hired a landscape architect to redesign the bus shelter at Village Gate to improve accessibility.
- 10. In Function Junction, the new project is an improvement to the pedestrian experience. Some of the priority stops need more improvements to provide service to everyone.
- 11. The essential features and desired features we identified in 2007 were wheelchair pads and solar panel lighting bus poles. We are in the process of buying two solar panel lights to test.
- 12. There is always more work to be done. The current bus stops are not all accessible, particularly the older ones, and the newer accessible bus shelters do not effectively protect from weather.
- 13. The RMOW wants to let MUSCC know what we are working on. The RMOW wants MUSCC feedback on custom feasibility and guidance on moving forward on the accessibility review of bus stops.

Moved by Chelsey Walker Seconded by Dave Ashton

**That** MUSCC recommend RMOW staff to consider looking at business licensing as a possible mechanism to increase accessible transportation options.

CARRIED

MINUTES Regular Measuring Up Select Committee of Council Meeting December 4, 2019 Page 4

> Moved by Chelsey Walker Seconded by Dave Ashton

**That** MUSCC recommend RMOW staff to consider an online tool to report concerns with accessible transportation and other issues related to accessibility and inclusion related to Whistler.

CARRIED

Moved by Chelsey Walker Seconded by Dave Ashton

**That** MUSCC recommend RMOW staff to consider flexible solutions related to accessible parking, local transit and transportation for special events in Whistler.

CARRIED

#### Park Accessibility Sarah Tipler commented on the following:

- 1. There was resurfacing at Spruce Grove and the dugout steps were changed to ramps. Now if anyone wants to view or do coaching, they are able to do so.
- 2. The RMOW extended more accessible picnic tables and paths throughout the parks and at Celebration Plaza and Mountain Square.
- 3. The dock extension and water lift will be added to Wayside Park this coming summer. Rainbow will be in 2021.
- 4. The Planning Department had a conversation with Parks Planning regarding the water lift going in at Wayside Park about whether or not the legs on the lift can be removable to allow it to be used as a lift to assist people to get in and out of their boats.
- A new audit of the parks is needed to determine additional needs. Planning has been in communication with Parks Planning regarding the Parks Master Plan process. A presentation will be made to MUSCC once conceptual plans are determined.

Data Collection

Sarah Tipler commented on the following:

1. Generally, we are not finding out about the guest experience. We need to determine a method to gather this information.

MUSCC Terms of Reference Update

- of Sarah Tipler commented on the following:
  - 1. Members are asked to consider if the Terms of Reference should be revised to extend the MUSCC term from one year to two years so that the nomination process is less onerous. Currently applications are made every year.

MINUTES Regular Measuring Up Select Committee of Council Meeting December 4, 2019 Page 5

> Moved by Doug Andrews Seconded by Chelsey Walker

That MUSCC consider the RMOW staff recommendation to consider extension of term of MUSCC membership from one term to two terms.

CARRIED

Sarah Tipler commented on the following:

 Members are asked to consider if the Terms of Reference should be revised to change the frequency of MUSCC meetings from every two months to twice a year and as needed.

Moved by Dave Ashton Seconded by Chelsey Walker

That MUSCC direct RMOW staff to propose a revised Terms of Reference for the Measuring Up Select Committee of Council to Council that changes the meeting schedule to at least two meetings per year and as required.

CARRIED

#### ADJOURNMENT

Moved by Doug Andrews Seconded by Dave Ashton

That MUSCC terminate the December 4, 2019 committee meeting at 11:00 a.m.

CARRIED

ACTING CHAIR: Sue Lawther

SECRETARY: Courtney Beaubien



### WHISTLER

# MINUTES

#### REGULAR MEETING OF ZERO WASTE SELECT COMMITTEE THURSDAY, OCTOBER 22, 2020, STARTING AT 1:00 P.M.

**Online - Zoom** 

PRESENT:

Andrew Tucker, RMOW Arthur De Jong, RMOW Council Cathy Jewett, RMOW Council Anita Auer, Crystal Lodge Tom McColm, Canadian Home Builders Association Sue Maxwell, Citizen at Large Lori Pyne, Whistler Community Services Society Kerren Bottay, Restaurant Association of Whistler Thea Zerbe, Whistler Blackcomb/Vail Resorts Claire Ruddy, AWARE Lauren Harrison, RMOW, Recording Secretary James Hallisey, RMOW Cheeying Ho, Facilitator

**REGRETS**:

Marie-Lou LeBlanc, SLRD Allana Williams, Whistler Blackcomb

#### ADOPTION OF AGENDA

Moved by A. De Jong Seconded by S. Maxwell

**That** the Zero Waste Select Committee adopt the Zero Waste Select Committee Agenda of October 22, 2020.

CARRIED

#### **ADOPTION OF MINUTES**

Moved by A. De Jong Seconded by T. McColm

**That** the Zero Waste Select Committee adopt the Zero Waste Select Committee Minutes of June 25, 2020.

CARRIED

#### WELCOME AND INTRODUCTIONS

Councilor C. Jewett, Committee Chair, welcomed everyone to the meeting and thanked everyone for their participation on the committee. C. Jewett

MINUTES Regular Zero Waste Select Committee Meeting October 22, 2020 Page 2

acknowledged that we are meeting on the traditional and unceded territories of the Squamish and Lil'wat Nations.

C. Ho reviewed the agenda and objectives and led a round of introductions.

#### **UPDATE ON WASTE IN WHISTLER**

A. Tucker provided an update on the waste generated in Whistler since the June meeting. Overall the amount of waste created in Whistler has been lower since COVID-19 began. This is due to travel restrictions affecting the restaurant and hotel sector with fewer people in town. The construction industry was affected initially during the first Covid wave and has not yet returned to 2019 levels. The amount of waste in the compactors at the depots was higher than the amount of waste generated in 2019. This is likely due to increased take-out containers, more packaging from online shopping and people cleaning out their homes with nowhere to donate secondhand items. The overall amount of waste in Whistler has been increasing in 2020 since May.

#### UPDATE ON LEGISLATIVE CHANGES

S. Maxwell provided an update on federal and provincial legislative changes. The provincial government is currently requesting feedback on potential changes to the Recycling Regulation and the federal government is requesting feedback on their approach to plastic products to prevent waste and pollution.

S. Maxwell also talked about highlights from the Coast Waste Management Association conference including information about contactless coffee and the best signage for streetscape bins.

#### **REVIEW STRATEGIES AND ACTIONS**

The committee members provided feedback on the draft strategies and actions for each of the 4 focus areas. Focus areas are all products and materials; built environment materials; organics, food and food packaging; and consumer products and packaging. The strategies are organized by education, programs, infrastructures and policies/bylaws.

#### PRIORITIZE STRATEGIES

The committee members worked in groups of 3 to prioritize strategies for each of the 4 focus areas. The strategies were prioritized into 3 timeframes, 2021-2022, 2023-2024 and 2025 and beyond.

C. Ho reviewed the criteria for prioritizing strategies: the ones that met the most descriptions of success, were highest up the zero waste hierarchy, made the biggest impact in reducing food waste and met goals such as reducing greenhouse gases.

#### **REVIEW ZERO WASTE ACTION PLAN STRUCTURE**

C. Ho reviewed the zero waste action plan framework.

MINUTES Regular Zero Waste Select Committee Meeting October 22, 2020 Page 3

#### DISCUSS KEY PERFORMANCE INDICATORS (KPI) AND TARGETS

C. Ho reviewed what makes a strong KPI. KPIs should be valid, reliable, comparable and not resource intensive. C. Ho reviewed what we currently monitor and have data for in Whistler. C. Ho also explained what a target is, and asked for people to provide input on suggestions on anything else we should be monitoring and what we need to set targets for.

#### NEXT STEPS

- Review and refine all actions
- Identify KPIs and targets for all actions
- Stakeholder engagement
- Write draft action plan
- Present draft action plan at Committee of the Whole

#### MOTION TO TERMINATE

Moved by S. Maxwell Seconded by K. Bottay

**That** the Zero Waste Select Committee Meeting of October 22, 2020 be terminated at 3:04 p.m.

CARRIED

Chair, C. Jewett

Harrison

Recording Secretary, L. Harrison



## WHISTLER

### MINUTES

#### REGULAR MEETING OF TRANSIT MANAGEMENT ADVISORY COMMITTEE

MONDAY, October 27, 2020, STARTING AT 11:00 A.M. Remote Meeting

https://whistler.zoom.us/j/63243540430?pwd=ZjhmdlVrTjdYSzBCbC9GOE40eFdBUT09 Meeting ID: 632 4354 0430 Password: 844608

#### PRESENT:

Council Representative and Chair, J. Ford RMOW General Manger Infrastructure Services, J. Hallisey Whistler Transit Ltd. Manager, J. Gomez Whistler Transit Ltd., C. Hoffman RMOW Transportation Demand Management Coordinator, E. DalSanto Recording Secretary, D. Taveira

#### **REGRETS:**

BC Transit, Senior Manager Government Relations, R. Ringma BC Transit, Senior Transit Planner, B. Bullivant

#### ADOPTION OF AGENDA

Moved by J. Hallisey Seconded by C. Hoffman

**That** Transit Management Advisory Committee (TMAC) adopt the TMAC Workshop Agenda of October 27, 2020

CARRIED

#### **ADOPTION OF MINUTES**

Moved by C. Hoffman Seconded by J. Hallisey

**That** Transit Management Advisory Committee adopt of the regular Transit Management Advisory Committee minutes of September 28, 2020.

CARRIED

#### PRESENTATIONS/DELEGATIONS

BC Transit Ridership-<br/>Fall 2020A presentation by RMOW Transportation Demand Management Coordinator,<br/>Emma DalSanto regarding the BC Transit Ridership statistics from the<br/>September 8<sup>th</sup> schedule change up until October 19<sup>th</sup> 2020.

- Average rides over the past 6 weeks has increased.
- Ridership per hour during the past 6 weeks drop in ridership after midnight due to businesses closing before midnight.

	<ul> <li>Less than 20 people riding transit after midnight</li> <li>We will not consider cancelling the midnight bus services as it is an essential service for Whistler unless our Businesses were closed down or under a curfew restriction</li> <li>Routes 20 and 30 still see highest daily boarding's however, route 10 has seen the most growth in ridership</li> </ul>
High school Transit Pass Phase 2 Update	<ul> <li>A presentation by RMOW Transportation Demand Management Coordinator, Emma DalSanto regarding Phase 2 of the High school Transit Passe program.</li> <li>We have given out almost 500 High School Transit Passes, this includes 430 to WSS, 50 to Waldorf and this includes home schooled and on-line schooled students</li> <li>Summary of average rides per day <ul> <li>92 average rides per day June</li> <li>141 average rides per day July*</li> <li>177 average rides per day August*</li> <li>160 average rides per day October</li> <li>*excluding free summer weekend rides</li> </ul> </li> <li>Rides increase on weekends, professional development days and statutory holidays</li> <li>Many students are opting to choose public transit over taking car rides from parents</li> </ul>
Whistler Transit Future Plan	<ul> <li>A presentation by RMOW Transportation Demand Management Coordinator, Emma DalSanto regarding the revised Transit Future Action Plan Process and Timelines.</li> <li>BC Transit is revising how they do planning which will improve how data is shared</li> <li>The revised terms of reference will be changed again once a new process is announce in December 2020</li> </ul>
2020/2021 AOA & Expansion	Discussion deferred until after the Provincial Election Blackout. Discussion regarding spring 2021 and planned 2,500 hour expansion for 2021/2022.
Transit Infrastructure	Updates, Review and Discussion of preliminary designs and transit infrastructure grant programs for 2021-2022 • Emerald Layby • Village Gate Boulevard Bus Shelter retrofit • Route 10 bus potential bus stop improvements • Bayshores to Whistler Road Transit Priority improvements • Whistler Village stop

Alta Vista Southbound

MINUTES Regular Meeting of Transit Management Advisory Committee October 27, 2020 Page 3

#### **OTHER BUSINESS**

• Spirit Transit Pass Price for 6- and 12-month passes recommended to be further reduced. Funding will come from the Community Transportation Fund (Day Lot 1-5 parking fees). There was interest from TMAC to expand this discount to monthly passes.

Next Meeting

#### **MOTION TO TERMINATE**

Moved by J. Hallisey Seconded by J.Ford

**That** the Transit Management Advisory Committee Meeting of October 27, 2020 be terminated at 12:00 p.m.

CARRIED

ord

Chair, J Ford

Denise Taveira

Recording Secretary, D. Taveira





#### **MINUTES** REGULAR MEETING OF ADVISORY DESIGN PANEL WEDNESDAY, DECEMBER 16, 2020, STARTING AT 12:00 P.M.

#### Via Teleconference Zoom

#### PRESENT:

Member at Large, Pat Wotherspoon Architect AIBC, Peter Lang Architect AIBC, Derek Fleming Architect AIBC, John Saliken Member at Large, Kerr Lammie MBCSLA, Paul DuPont MBCSLA, Grant Brumpton UDI, Brian Martin Planning Manager, Melissa Laidlaw Director of Planning, Mike Kirkegaard Councilor, Duane Jackson Recording Secretary, Karen Olineck

#### ADOPTION OF AGENDA

Moved by Peter Lang Seconded by Grant Brumpton

That Advisory Design Panel adopt the Regular Advisory Design Panel agenda of December 16, 2020.

CARRIED

#### **ADOPTION OF MINUTES**

Moved by Derek Fleming Seconded by Peter Lang

**That** Advisory Design Panel adopt the Regular Advisory Design Panel minutes of November 4, 2020.

CARRIED

#### **COUNCIL UPDATE**

Councillor Jackson provided an update on current topics before Council. Presentation on Cheakamus Phases Two was made and this went well. Council appreciates the considerable input by the Panel on the Cheakamus Crossing project and looks forward to the next steps.

There are six environmental strategies being considered by Council and some of these will have implications on building design and code and to reduce environmental footprint. MINUTES Regular Advisory Design Panel Meeting December 16, 2020 Page 2

#### PRESENTATIONS/DELEGATIONS

DP 001769 1<sup>st</sup> Review 8104 McKeevers Pl The applicant Jason Mathies of Mathies Designs, entered the meeting at 12:05 p.m.

Clancy Sloan, Planning Analyst introduced the project and presented a summary the staff report to the ADP on this project. This DP is for patio improvement on the existing patio on the southern side of the building. The proposed patio improvements includes the roof cover, timber decking over the existing compacted garden beds and on the western side of patio to create a level sitting area, a new timber railing along the southern edge of patio and five new planter boxes along new railing. The property is located in the Commercial and Industrial Area and Wildfire Protection DP area, and is subject to applicable development permit guidelines in the OCP.

The guideline in the Wildfire DP Area identifies that the development should main a building spacing of 6 metres or a minimum 3 metre horizontal and vertical separation between tree canopy and principle buildings. There is a large conifer about 4.5 meters to the west of the proposed patio and is a well-established tree is not in favour of removal. To ensure compliance with the guidelines, staff recommends that any limbs within 3 metres of the proposed patio roof be trimmed.

Jason Mathies made the applicant presentation, and provided the following overview:

- 1. We are proposing a covered single pitched slopped covered roof to the existing patio for the Alpine Café which will be heated.
- 2. We will complete remedial work on the existing patio, including landscaping.
- 3. The proposed scope is post and beam, open rafters and all material will be matching the existing roofing of Alpine café
- 4. A railing will be added to the existing structure to take advance of the views and we will also be updated with landscaping.

Panel offers the following comments.

#### Site Context and Circulation, including accessibility

- 1. Panel in agreement that the project as presented is not ready for review given the lack of detail resulting in numerous questions and concerns. The package is missing significant details necessary for consideration.
- 2. The proposed steps in the center of the patio will pose a significant safety challenge and should be reconsidered.
- 3. The removal of a significant portion of an already accessible patio to construct a platform is not supported.
- 4. The view in and out of the patio will be limited and the proposal will make the south aspect patio dark. Explore skylights or other design alternatives to allow more natural light.

#### Building Massing, Architecture Form and Character

- 1. Panel asked the applicant to reconsider the configuration of the proposed roofline and noted that the intersection between the two roofs have not been resolved.
- 2. The building materials are unclear and there is no commitment in the drawings proposed.
- 3. The expansion of the wooden deck over the planter will create maintenance concerns with potential food and litter falling below attracting animals.
- 4. Panel ask that the applicant to be cognizant of code requirements.
- 5. Encourage a design whereby the positive qualities (views, light access) of the existing patio are highlighted.

#### Hard and Soft Landscaping

- 1. Panel ask applicant to consider the planting on the south side to address concerns that runoff from the roof will not accommodate any planting in that area.
- 2. Panel also noted that there needs to be significant consideration for planting along the south side to separate the parking and access to the patio.
- 3. Expanding the patio to cover the planter is not supportable and panel noted that there are no compelling arguments for the increase in seating.

Moved by Grant Brumpton Seconded by Derek Fleming

**That** the Advisory Design Panel does not support the current proposal at 8104 McKeevers Place and recommends that the proposal return to the Panel with a complete package of material to include all elevations, character details and 3D view as required to explain the project.

Panel ask that the applicant respond to the following concerns: the intersection of the roofs; eliminate the raised seating and make the deck one accessible height; widened patio and impacts on visibility and shadowing; the deck capacity and washrooms requirements; address landscape treatment for the south side and resolve the guardrails and provide meaningful planting on that side. The Panel recommends that the applicant determined with consultation with AIBC, whether or or not a registered architect is required and ask that applicant retain a appropriate design professional to respond to these concerns.

Moved by Peter Lang Seconded by Brian Martin

CARRIED

### OTHER BUSINESS

None.

MINUTES Regular Advisory Design Panel Meeting December 16, 2020 Page 4

The applicant left the meeting 1:05 pm

#### TERMINATION

Moved by Derek Fleming Seconded by Peter Lang

That the ADP Committee Meeting of December 16, 2020 be terminated at 1:09 p.m.

CARRIED

Saidlan

SECRETARY: Melissa Laidlaw, Planning Manager

RECORDING SECRE ARY: Karen Olineck



## WHISTLER

#### **MINUTES** REGULAR MEETING OF FOREST WILDLAND ADVISORY COMMITTEE

WEDNESDAY, FEBRUARY 10, 2021, STARTING AT 3:00 P.M. Remote Meeting

Held via Zoom

PRESENT	Mtgs. YTD (2)
Councilor, A. DeJong	2
Member at Large, M. Tardif, Chair	2
Member at Large, C. Rankin, Co-Chair	2
Member at Large, D. Bonin,	2
Member at Large, R. Millikin	2
Member at Large, T. Burton	1
Member at Large, J. Hammons	2
WORCA, N. Koshure	2
AWARE, C. Ruddy	2
RMOW Manager of Environmental Stewardship, H. Beresford	2
Recording Secretary, O. Carroll	2

REGRETS	
Member at Large, D. Raymond	1

#### ADOPTION OF AGENDA

Moved by R. Millikin Seconded by C. Ruddy

**That** Forest Wildland Advisory Committee adopt the Regular Agenda of February 10, 2021.

CARRIED

#### **ADOPTION OF MINUTES**

Moved by A. DeJong Seconded by R. Millikin

Council

**That** Forest Wildland Advisory Committee adopt the amended Regular Committee Minutes of Wednesday, January 13, 2021.

CARRIED

#### PRESENTATIONS/DELEGATIONS

Updates

- Covid update with Whistler numbers curving upward.
- Cheakamus Crossing 'Parcel A' construction underway.

MINUTES Regular Forest Wildland Advisory Committee Meeting February 10, 2021 Page 2

- Council spending considerable time reviewing Nita Lake employee housing proposal.
- Whistler Recovery team working closely to take lessons from Covid and "build back better"

#### AWARE

- Currently working on strategic planning and spring grant writing.
- Snowmobilers circulating petition; concerned with losing access.

#### WORCA

- Nicole Koshure started mid-January as WORCA Trail Administrator.
- Upcoming trail proposals include a shorter loop trail on Lord of the Squirrels, D'arcy Burke memorial trail near Loggers Lake, and Flank access in Alpine.

#### RMOW

- Council makes decision on new FWAC appointee on Feb 16. Report to Council included term extensions for D. Bonin, C. Rankin, and T. Burton.
- Natural Assets Management developing an inventory of all natural assets that provide municipal services and a road map for incorporating them into RMOW assets management plan.

#### TPWG

• Waiting for spring meeting date to be set.

#### CCF

- Close to finishing Cheakamus Lake Road wildfire thinning project waiting for snow to melt.
- Board of Directors meeting scheduled for March 4, 2021.
- Simon Murray, CCF Forestry Manager, will be updating Council at February 16, 2021 council meeting regarding CCF 2021 Harvesting Plans.

#### 2021 FWAC Priorities Top Priorities

- Old Growth Protection/Old Forest Review Strategy
- CCF Engagement and public communication improvements
- Wildfire management approach

#### Other Priorities

- Community involvement in FWAC
- Recreation Trail Strategy providing input
- Better understanding of values of all aspects of forest. For example, economic and employment value associated with a range of activities around the forest – nature-based tourism.
- Aquatic environment
- Seek earlier FWAC involvement in development of CCF plans providing input beyond harvesting plans.
- Wildlands and wildlife habitat values included better in planning

MINUTES Regular Forest Wildland Advisory Committee Meeting February 10, 2021 Page 3		
	Committee to review the FWAC Terms of Reference to ensure the top three priorities fit into the context of the current Terms of Reference. Going forward, Committee would like these ideas and priorities to be included on future agendas	).
CCF Overall Planning Framework	Background, FWAC recommendations, and draft resolution prepared by C. Rankin, J. Hammons, and D. Bonin. Refer to Appendix A.	
	FWAC recommends <b>that</b> the RMOW, with the support of the CCF Board, and before 31 March 2022, initiate an update of the CCF Ecosystem Based Management (EBM) Plan to incorporate current climate and forest ecosystem knowledge, and current and emerging uses, values and objectives for management of the CCF and surrounding landscapes.	
Wildfire Program	Moved by C. Rankin Seconded by J. Hammons CARRIED	
	C. Rankin, J. Hammons, and D. Bonin present draft recommendations and resolution to Committee regarding RMOW wildfire protection program, which is a key issue for the RMOW, but also very relevant for CCF.	
	FWAC suggests assessing options for varying the intensity of fuel removal to lower costs such as consider leaving more fuel on the ground after treatment. Risk of leaving wood debris behind varies depending on location and ecosystem. Different areas may be treated with different approaches; consider site by site treatment methods to include green fuel breaks.	
Committees & Working Groups	FWAC recommends engaging additional wildfire mitigation expertise to help establish options and trial plots for debris management.	
	Committee agrees to consider and review recommendations further before passing a resolution for Council. The intention would be that these recommendations would also be included for discussion at the spring wildfire workshop. Committee will discuss this topic further in March meeting.	
	FWAC is concerned that planning within various committees is isolated despite the overlapping priorities.	
	FWAC moves <b>that</b> Recreation Leisure Advisory Committee (RLAC), Trail Planning Working Group (TPWG) and Forest and Wildland Advisory Committee (FWAC) meet at least once annually to jointly discuss strategic recreation and forestry plans.	
	Moved by C. Rankin	

Moved by C. Rankin Seconded by C. Ruddy

CARRIED

MINUTES Regular Forest Wildland Advisory Committee Meeting February 10, 2021 Page 4

#### **OTHER BUSINESS**

Upcoming Agenda Items Next Meeting: March 10, 2021 Provincial Old Growth Strategy

• Invite representative from FLNRO to present regarding Old Growth plans.

#### MOTION TO TERMINATE

Moved by C. Ruddy Seconded by N. Koshure

**That** the Forest Wildland Advisory Committee meeting of Wednesday, February 10, 2021 be terminated at 5:05 p.m.

CARRIED

Melanie Tardit

Chair,

Min Caull

Recording Secretary,

#### Appendix A.

#### RESOLUTION TO COUNCIL TO UPDATE THE CCF'S ECOSYSTEM-BASED MANAGEMENT PLAN

#### **Proposed Resolution:**

FWAC recommends that the RMOW, with the support of the CCF Board, and before 31 March 2022, initiate an update of the CCF Ecosystem Based Management (EBM) Plan to incorporate current climate and forest ecosystem knowledge – and current and emerging uses, values and objectives for management of the CCF and surrounding landscapes.

#### **Rationale for the Resolution – Whereas:**

- The CCF has committed to: "produce a review of strategic plans to ensure the CCF is aligned with issues such as climate change, carbon capture and wildfire hazard mitigation [and] the CCF will prepare a timber supply analysis to update the AAC [that] will need to incorporate wildfire reduction treatments, recreation/tourism economic values, carbon initiatives and climate change adaptations";
- The CCF Ecosystem-Based Management (EBM) plan commissioned following formation of the CCF in 2009 and finalized in 2012 has formed a foundation for the CCF's first Forest Stewardship Plan (FSP) and subsequent FSPs and harvesting plans under provincial regulation;
- Many of FWAC concerns such as supporting ecosystem health, addressing cumulative impacts, trail corridors and trailhead infrastructure, and planning for nature-based recreation and tourism are best addressed at the landscape level;
- The RMOW has committed to preparing a Recreation Trails Strategy that includes the CCF land base;
- The EBM approach and themes: ecological integrity; hierarchical context; ecological boundaries; data collection; monitoring; adaptive management; interagency cooperation; organizational change; humans embedded in nature; and values – remain relevant and applicable to the CCF; and
- New information, management issues and uses have come to the fore since preparation of the CCF EBM Plan more than a decade ago, including:
  - Increased understanding of the scope of climate changes and modeling of impacts on forest ecosystems – globally, regionally and specific to the CCF,
  - Increased understanding of wildfire risks and management in light of changing climate, and consequent shifts in objectives and priorities for fuel management, and harvesting and silvicultural practices, as well as tourism and recreation and RMOW Community Wildfire Risk Reduction planning,
  - Increased commercial and non-commercial recreation demand and use, and growth
    of emerging recreational activities (such as mountain biking and e-assisted and heliassisted "non-motorized" uses),
  - Provincial Old Growth Strategy review and recommendations, and
  - Provincial Declaration on the Rights of Indigenous People's Act (recognizing the UNDRIP) and efforts toward reconciliation.
MINUTES Regular Forest Wildland Advisory Committee Meeting February 10, 2021 Page 6

# Recognitions and recommendations for approach to updating the EBM Plan:

- FWAC understands the difficulty of funding this first recommend and suggests that, as far as possible, it be done as a community-based effort like that used for the Integrated Resource Mapping initiative. Like the Integrated Resource Mapping initiative, First Nations concerns, and values should be fully included.
- FWAC recommends that as far as possible, this update be based on the structure of the original 2011 EBM plan rather than redoing the plan.
- FWAC recommends that a more complete monitoring strategy be included in an updated EBM plan.
- FWAC recommends that a more detailed "gap analysis" be considered for the updated EBM plan based on the distribution of ages groups by groups of similar ecosystems. This could be considered optional subject to available funding.
- FWAC understands that a facilitator and possibly some additional conservation biology expertise would be needed for this update. The CCF Forest Manager may play the role of facilitator, but considering the RMOW's focus on nature supported tourism, the RMOW may want to independently supply a facilitator and conservation biology expertise and possibly supply RMOW GIS and report production support.
- FWAC understands that an update of the EBM plan should be integrated with the CCF's initiative to prepare a timber supply analysis to update the AAC.

# Background:

The Cheakamus Community Forest was established in April 2009, when the Lil'wat and Squamish First Nations and the Resort Municipality of Whistler (RMOW) jointly signed a 25-year tenure with the provincial Ministry of Forests and Range. The RMOW's primary interest in the CCF is managing the local landscape to support the RMOW's world-class tourism economy, while the two first-nations partners are more focused on employment and economic benefits. More specifically, the RMOW's interest is focused on maintaining and enhancing landscape level and on the ground visual quality and as well as overall ecosystem health.

To support this vision, the RMOW retained Ecotrust Canada, a consultancy that specialized in supporting the development of conservation-based economies. At the time, Ecotrust was heavily involved in the Clayoquot Sound and the North Coast ecosystem-based management initiative. After extensive local consultation and consideration of First Nations land use plans for the two tradition territories that overlap the CCF, Ecotrust produced a final "*Cheakamus Community Forest Ecosystem Based Management Plan*" in 2011.

This world-class EBM plan was based on basic conservation biology principles and included specific guidelines for managing the CCF in a manner that would support long-term ecosystem health based on an adaptive management framework. Ecotrust recognized the principle that ecosystems function at a landscape level and based the analysis that underlies the EBM plan on conditions in the Whistler Landscape Unit which surrounds the CCF.

# EBM and CCF Plans:

The CCF EBM plan formed the basis for the CFF's first Forest Stewardship Plan (FSP) which is required by the Province for each forest tenure as well as a 2012 condensed and broaden version of the EBM plan produced by the CCF better suited for the general public. The required FSP is focused on ensuring that each tenure is following Provincial regulations, while the 2012 condensed version of the EBM plan was focused more broadly on a Sustainable Forest Management framework. The Province has mandated a revision of the original CCF FSP to reflect changes over the last decade and a revised FSP was recently submitted to the Province.

MINUTES Regular Forest Wildland Advisory Committee Meeting February 10, 2021 Page 7

A major difference between the widely used "Sustainable Forest Management" approach to "highlevel" planning and the Ecosystem Based Management approach is EBM's emphasis on underlying ecosystems and explicit attention to "adaptive management." This involves an explicit recognition that forest management decisions are based on assumptions intended to achieve specified objectives. An EBM plan is not intended to "sit on the shelf" or be used in perpetuity. An essential element of EBM is monitoring, learning and adapting based on the results of monitoring – i.e., a formal process of "learning by doing," where review of and changes in management practices are based on increased understandings of ecological and human systems – and their interactions.

The original work for the CCF'S EBM plan was completed over ten years ago – sufficient time to compare actual accomplishment to those recommended in the plan in the spirit of learning and adaptive management. In addition to ongoing forest management activities (largely cut block and harvest planning, road planning and construction, and timber harvesting), several other factors should be addressed in a review of the EBM plan:

- Additional land use zoning work has been completed, namely the Integrated Resource Mapping initiative. This RMOW driven project used community input to further identify areas with timber harvesting restrictions.
- The RMOW wildfire fuel reduction program.
- The CCF's carbon credit initiative implemented in response to of the seriousness of global warming and climate change.
- The Provincial Old Growth Strategy review and recommendations.

Some components of the original EBM plan also need strengthening:

- Although monitoring is a central requirement of effective application of the EBM approach, the 2011 Ecotrust EBM plan did not address this issue in any detail. The Province requires ground based monitoring of all harvested areas to ensure adequate regrowth. With adequate requirements for public reporting, this information could form an important part of a monitoring protocol. Other treatments such as wildfire fuel reduction and other silvicultural interventions should also be included.
- Although the analysis that underlies the Ecotrust EBM plan was based on the distribution
  of five broad "biogeoclimatic" units and four broad forest age groups (seral stages) within
  these units, the plan did use the detailed ecosystem mapping available for the area to
  identify specific rare and endangered ecosystems. These ecosystems were generally
  limited in geographic extent and the Ecotrust EBM plan suggested that the ecosystem
  mapping should be used to expand the analysis to drill down to the distribution of age
  groups by grouping of similar ecosystems.

#### **RESORT MUNICIPALITY OF WHISTLER**

# CHEAKAMUS CROSSING AFFORDABLE EMPLOYEE HOUSING RESERVE FUND BYLAW NO. 2307, 2021

### A BYLAW TO ESTABLISH A RESERVE FUND

**WHEREAS** under s. 188 of the *Community Charter* the Council may, by bylaw, establish a reserve fund for a specified purpose and direct that money be placed to the credit of the reserve fund

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

- 1. This bylaw may be cited as "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021".
- 2. Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008 is repealed.
- 3. There is hereby established a reserve fund to be known as the Cheakamus Crossing Affordable Employee Housing Reserve Fund (the "Reserve Fund") to be used for acquiring land for, or designing, constructing, financing, operating, maintaining, repairing or replacing affordable employee housing on land acquired by the Municipality from the Province of British Columbia under the Community Land Bank Agreement between the Municipality and the Province dated October 21, 2005 as subsequently amended.
- 4. In Section 3, "affordable employee housing" means housing units sold or rented at below market prices to persons who are employed in the municipality, or persons who, although retired, were employed in the municipality, with occupancy of such housing units restricted pursuant to the terms of a housing agreement under Section 483 of the *Local Government Act*, to the employees, retirees and members of their households.
- 5. The following shall be placed to the credit of the Reserve Fund:
  - a. all monies described in section 3 of the Community Land Bank Trust Declaration dated June 25<sup>th</sup>, 2013, a copy of which is attached to this bylaw as Schedule A;
  - b. all interest earned on the Reserve Fund;
  - c. all money that is placed in the reserve fund established by Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008 as of the date of adoption of this bylaw; and
  - d. money from other sources as determined by the Council from time to time.
- "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008" is repealed.

GIVEN FIRST, SECOND and THIRD READINGS this \_\_\_\_ day of \_\_\_\_\_, 2021.

Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021 Page 2

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

Jack Crompton, Mayor

Brooke Browning, Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 2307, 2021". Schedule A

enalit of the Resort Municipality of Whitethe

# COMMUNITY LAND BANK AGREEMENT

# **COMMUNITY LAND BANK TRUST DECLARATION**

THIS DECLARATION dated for reference the 25<sup>th</sup> day of June 2013,

TO:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Agriculture and Lands, Parliament Buildings, Victoria, B.C. V8V 1X4 (the "Province")

FROM:

RESORT MUNICIPALITY OF WHISTLER, 4325 Blackcomb Way, Whistler, B.C. VON 1B4 (the "Municipality")

#### WHEREAS:

A. The Municipality acquired from the Province, pursuant to the Community Land Bank Agreement, as amended, those two properties legally described as:

> Parcel Identifier: 026-772-213 Block A District Lot 8073 Group1 New Westminster District

("Block A")

and

Parcel Identifier: 027-018-474 Block B District Lot 8073 Group 1 New Westminster District

("Block B");

- B. The Municipality was granted Block A by the Province on the basis that a portion of Block A (which portion is commonly known as the Athletes' Village land) would be developed mainly as housing for athletes for the 2010 Olympic and Paralympic Winter Games, and on the basis that after the Games, most of this housing would be made available on an affordable basis to Whistler employees and retirees, and the remainder of the housing could be sold at market prices;
- C. The Municipality has notified the Province that it wishes to use a portion of Block A for market housing, and the Municipality has provided or will provide to the Province plans and specifics of that market housing;
- D. The Province has agreed to the sale of market housing developed on Block A, with no price or occupancy restrictions, on the basis that if the sale of market housing on Block A generates a "Profit from Market Housing" (as defined

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herein), then such profit would be reserved for development of Affordable Employee Housing (as defined herein) on the Lands and on other lands acquired by the Municipality from the Province under the Community Land Bank Agreement;

- E. On August 18, 2006 the Municipality and a corporation wholly owned by the Municipality, Whistler 2020 Development Corp. ("WDC"), entered into a Municipal Services Agreement, by which WDC agreed to provide, as a service on behalf of the Municipality, the design, financing, development, construction, marketing, selling and leasing of housing and commercial space on Block A;
- F. In order to facilitate the Municipal Services Agreement, by a Declaration of Limited Trust entered into on August 18, 2006, the Municipality transferred the beneficial ownership of Block A to WDC, subject to the limitations and terms of the Declaration of Limited Trust;
- G. Block A and Block B have subsequently been subdivided into those 17 parcels known as Lots 1 through 18 listed on Schedule "A" (with Lot 9 being a common lot), plus the Remainder of Block A, also listed on Schedule "A";
- H. Lots I through 18, but specifically excluding Lot 5 ("Lot 5", which generally corresponds to the area of Block B), but including the Remainder of Block A, are together referred to as the "Lands", which is the final area of the Athletes Village;
- I. The Municipality and WDC have amended the Municipal Services Agreement to provide that it now applies to the Lands, rather than Block A;
- J. The Municipality and WDC have replaced the Declaration of Limited Trust with a Declaration of Bare Trust and Agency Agreement , which applies to the Lands;
- K. The Municipality and WDC have agreed that net proceeds received from the sale of affordable and market residential properties on the Lands will be paid to the Municipality for its own use;
- L. The Municipality has or will have incurred debt to the Municipal Finance Authority ("MFA") for the development of the Lands and Lot 5, and for the retrofitting of residential properties after the 2010 Olympic and Paralympic Winter Games, pursuant to:

Resort Municipality of Whistler Athletes' Village Loan Authorization Bylaw No. 1831, 2008, and

Resort Municipality of Whistler Athletes' Village Temporary Borrowing Bylaw No. 1873, 2008 (the **'Municipal Debt**''),

with the Municipal Debt secured or to be secured by a mortgage over the Lands and other security in favour of MFA;

M. The Municipality has adopted "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008", a copy of which is attached as Schedule "B";

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Municipality hereby agrees, promises and declares with and to the Province as follows:

#### Definitions

- 1. In this Declaration
  - (a) "Affordable Employee Housing" means housing units sold or rented at below market prices to persons who are employed in Whistler, or persons who, although retired, were employed in Whistler, with occupancy of those housing units restricted pursuant to the terms of a housing agreement under section 905 of the *Local Government Act*, to the employees, retirees and members of their households;
  - (b) "Project Costs" means the project costs for the overall development of affordable housing and market housing on the Lands, including, but not limited to, hard construction and site servicing costs and soft development costs; and
  - (c) "Profit from Market Housing" means:

Adjusted sales prices received from the sale of affordable housing and from the sale of market housing on the Lands

MANDEN MORDEN MAYOR JAYES I CONTRACT

SHANNON STORY

minus

Project Costs.

#### **Reserve Fund**

- 2. The Municipality hereby declares to the Province that it has established a reserve fund known as the "Cheakamus Crossing Affordable Employee Housing Reserve Fund" for the sole purpose of:
  - i. acquiring land for; or
  - ii. designing, constructing, financing, operating, maintaining, repairing or replacing,

Affordable Employee Housing on land acquired by the Municipality from the Province under the Community Land Bank Agreement.

#### Deposit to Reserve Fund

- 3. Subject to section 4, the Municipality declares to and agrees with the Province that the Profit from Market Housing that the Municipality receives from WDC or otherwise shall be held in trust and deposited to the credit of the Cheakamus Crossing Affordable Employee Housing Reserve Fund.
- 4. The Municipality is and will be borrowing money from the MFA for funding of the Project Costs and other expenses, and the Municipal Debt will be repaid in full to the MFA prior to the deposit of any monies into the Cheakamus Crossing Affordable Housing Reserve Fund.
- 5. The Municipality may deposit, to the credit of the Cheakamus Crossing Affordable Employee Housing Reserve Fund, monies from other sources.

### Interest

6. Interest earned on the Cheakamus Crossing Affordable Employee Housing Reserve Fund shall be credited to the Fund.

IN WITNESS WHEREOF, the RMOW has executed this Agreement by their duly authorized representatives as of the date first written above.

DAY OF DATED THIS 2013 RESORT MUNICIPALITY OF WHISTLER Mayor JAYSON FAULKNER ACTING MAYOR Corporate Officer HANNON STORY CORPORATE OFFICER

# Schedule "A" to COMMUNITY LAND BANK TRUST DECLARATION

Legal Descriptions of 17 Subdivided Parcels and Remainder of Block A

Parcel Identifier:	Legal Description:
027-557-511	Lot 1 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-529	Lot 2 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-537	Lot 3 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-545	Lot 4 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-553	Lot 5 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-570	Lot 6 and an undivided 34/107 interest in Lot 9 District Lot 8073 Group 1 New Westminster District Plan EPP277 together they shall constitute a single parcel (limited access)
027-557-715	Lot 7 and an undivided 34/I07 interest in Lot 9 District Lot 8073 Group 1 New Westminster District Plan EPP277 together they shall constitute a single parcel (limited access)
027-557-723	Lot 8 and an undivided 39/I07 interest in Lot 9 District Lot 8073 Group 1 New Westminster District Plan EPP277 together they shall constitute a single parcel (limited access)
027-557-758	Lot 10 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-766	Lot 11 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-774	Lot 12 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-782	Lot 13 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-791	Lot 14 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-804	Lot 15 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-812	Lot 16 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-821	Lot 17 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-839	Lot 18 District Lot 8073 Group 1 New Westminster District Plan EPP277
026-772-213	Block A District Lot 8073 Group 1 New Westminster District Except: Plan EPP277

#### Schedule B

#### **RESORT MUNICIPALITY OF WHISTLER**

#### Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008

#### A bylaw to establish a reserve fund to be known as the Cheakamus Crossing Affordable Employee Housing Reserve Fund

#### WHEREAS:

- A. The Municipality acquired from the Province, pursuant to the Community Land Bank Agreement, as amended, properties referred to in this Bylaw as "Block A" and "Block B" (with their legal descriptions attached to this Bylaw as Schedule "A");
- B. Block A and Block B have subsequently been subdivided into those 17 parcels, known as Lots 1 though 18 (with Lot 9 being a common lot), plus the Remainder of Block A, listed on Schedule "B" attached to this Bylaw;
- C. Lots 1 through 18, except Lot 5 ("Lot 5"), are together referred to in this Bylaw as the "Lands", which area is commonly known as the Athletes' Village,
- D. The Municipality was granted the Lands by the Province on the basis that the Lands would be developed mainly as housing for athletes for the 2010 Olympic and Paralympic Winter Games, and on the basis that after the Games, most of this housing would be made available on an affordable basis to Whistler employees and retirees, and the remainder of the housing could be sold at market prices;
- E. The Province has agreed to the sale of market housing developed on the Lands, with no price or occupancy restrictions, on the basis that if the sale of market housing on the Lands generates a "Profit from Market Housing" (as defined herein), then such profit would be reserved for development of Affordable Employee Housing (as defined herein) on the Lands and on other lands acquired by the Municipality from the Province under the Community Land Bank Agreement;
- F. On August 18, 2006 the Municipality and a corporation wholly owned by the Municipality, Whistler 2020 Development Corp. ("WDC"), entered into a Municipal Services Agreement, by which WDC agreed to provide, as a service on behalf of the Municipality, the design, financing, development, construction, marketing, selling and leasing of housing and commercial space on Block A;
- G. In order to facilitate the Municipal Services Agreement, by a Declaration of Limited Trust entered into on August 18, 2006, the Municipality transferred the beneficial ownership of Block A to WDC, subject to the limitations and terms of the Declaration of Limited Trust;
- H. The Municipality and WDC have amended the Municipal Services Agreement to provide that it now applies to the Lands rather than Block A;

S/BYLAWS/BYLAWS 1800 - 1999/1878 - IN PROGRESS - Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008.Doc Nov 24, 2008 2.02 PM/RMOW

- I. The Municipality and WDC have replaced the Declaration of Limited Trust with a Declaration of Bare Trust and Agency Agreement, which applies to the Lands; ;
- J. The Municipality and WDC have agreed that net proceeds received from the sale of affordable and market residential properties on the Lands and net proceeds received from the lease and sale of commercial properties on the Lands will be paid to the Municipality for its own use;
- K. The Municipality has or will have incurred debt to the Municipal Finance Authority ("MFA") for the development of the Lands and Lot 5, and for the retrofitting of residential properties after the 2010 Olympic and Paralympic Winter Games, pursuant to:

Resort Municipality of Whistler Athletes' Village Loan Authorization Bylaw No. 1831, 2008

Resort Municipality of Whistler Athletes' Village Temporary Borrowing Bylaw No. 1873, 2008

(the "Municipal Debt"),

with the Municipal Debt secured or to be secured by a mortgage over the Lands and other security in favour of MFA;

L. Section 188(1) of the *Community Charter* authorizes Council to establish a reserve fund for a specified purpose and to direct that money be placed to the credit of the reserve fund;

NOW THEREFORE the Council of the Resort Municipality of Whistler in open meeting assembled enacts as follows:

#### Citation

1. This bylaw may be cited as "Cheakamus Crossing Affordable Employee Housing Reserve Fund Bylaw No. 1878, 2008".

#### **Definitions**

- 2. In this bylaw,
  - (a) "Affordable Employee Housing" means housing units sold or rented at below market prices to persons who are employed in Whistler, or persons who, although retired, were employed in Whistler, with occupancy of those housing units restricted pursuant to the terms of a housing agreement under section 905 of the *Local Government Act*, to the employees, retirees and members of their households;

(b) "Project Costs" means the project costs for the overall development of affordable housing and market housing on the Lands, including, but not limited to, hard construction and site servicing costs and soft development costs; and

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(c) "Profit from Market Housing" means:

Adjusted sales prices received from the sale of affordable housing and from the sale of market housing on the Lands

minus

Project Costs.

#### **Establishment of Reserve Fund**

- 3. There is hereby established a reserve fund to be known as the "Cheakamus Crossing Affordable Employee Housing Reserve Fund" for the sole purpose of:
  - (i) acquiring land for; or
  - designing, constructing, financing, operating, maintaining, repairing or replacing,

Affordable Employee Housing on land acquired by the Municipality from the Province under the Community Land Bank Agreement.

#### **Deposit to Reserve Fund**

- 4. Subject to section 5, there shall be deposited to the credit of the Cheakamus Crossing Affordable Employee Housing Reserve Fund the Profit from Market Housing.
- 5. The Municipality is and will be borrowing money from the MFA for funding of the Project Costs and other expenses, and the Municipal Debt will be repaid in full to the MFA prior to the deposit of any monies into the Cheakamus Crossing Affordable Housing Reserve Fund.
- 6. The Municipality may deposit, to the credit of the Cheakamus Crossing Affordable Employee Housing Reserve Fund, monies from other sources.

#### Interest

 Interest earned on the Cheakamus Crossing Affordable Employee Housing Reserve Fund shall be credited to the Fund.

#### Severability

8. If a portion of this bylaw is held invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

4

GIVEN FIRST THREE READINGS this 3rd day of November, 2008.

ADOPTED this 17th day of November, 2008.

Mayor: Ken Melamed

Corporate Officer: Shannon Story

I HEREBY CERTIFY that this is a true copy of "Cheakamus Crossing Employee Housing Reserve Fund Bylaw No. 1878, 2008".

5

Shannon Story

**Corporate Officer** 

6

# Schedule "A"

Parcel Identifier: 026-772-213

Block A District Lot 8073 Group 1 New Westminster District

("Block A")

Parcel Identifier: 027-018-474

Block B District Lot 8073 Group 1 New Westminster District

("Block B")

#### Schedule "B"

#### Legal Descriptions of 17 Subdivided Parcels and Remainder of Block A

Parcel Identifier	Legal Description
027-557-511	Lot 1 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-529	Lot 2 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-537	Lot 3 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-545	Lot 4 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-553	Lot 5 District Lot 8073 Group 1 New Westminster District Plan EPP277
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027-557-723	Lot 8 and an undivided 39/107 interest in Lot 9 District Lot 8073 Group 1 New Westminster District Plan EPP277 together they shall constitute a single parcel (limited access)

Parcel Identifier	Legal Description
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027-557-766	Lot 11 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-774	Lot 12 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-782	Lot 13 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-791	Lot 14 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-804	Lot 15 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-812	Lot 16 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-821	Lot 17 District Lot 8073 Group 1 New Westminster District Plan EPP277
027-557-839	Lot 18 District Lot 8073 Group 1 New Westminster District Plan EPP277
026-772-213	Block A District Lot 8073 Group 1 New Westminster District Except: Plan EPP277

#### RESORT MUNICIPALITY OF WHISTLER

# HOUSING AGREEMENT BYLAW (CHEAKAMUS CROSSING PHASE 2) NO. 2312, 2021 A BYLAW TO ENTER INTO HOUSING AGREEMENTS UNDER SECTION 483 OF THE LOCAL GOVERNMENT ACT

#### WHEREAS:

- A. The Municipality is the registered owner in fee simple of land legally described as Block A District Lot 8073 Group 1 New Westminster District Except: Plan EPP277 (the "Lands");
- B. Subject to the terms and limitations in a Declaration of Bare Trust and Agency Agreement dated October 15, 2008, the Lands are held by the Municipality in trust for Whistler 2020 Development Corp. ("WDC"), a company wholly-owned by the Municipality;
- C. WDC is developing the Lands as affordable housing for Whistler employers, employees and retirees;
- D. Section 483 of the *Local Government Act* allows the Municipality, by bylaw, to enter into a housing agreement under that section;
- E. Council wishes, by this Bylaw, to authorize the Municipality to enter into housing agreements in respect of the Lands in order to secure the use of the Lands for affordable employee housing;

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

- 1. This Bylaw may be cited for all purposes as the "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021".
- 2. Council hereby authorizes the Municipality to enter into housing agreements in respect of the Lands or any parcel into which the Lands may be subdivided, in the form of:
  - a. the Standard Housing Agreement, 219 Covenant and Rent Charge and Indemnity in Schedule F to the Community Land Bank Agreement between the Municipality and Her Majesty the Queen in Right of the Province of British Columbia, a copy of which is attached to and forms part of this Bylaw; or
  - b. in the event that an agreement in the form of Schedule F is not registrable in the Vancouver/New Westminster Land Title Office due to the inclusion of s. 25 of Schedule F, an agreement that is in that form but for the deletion of s. 25.
- 3. The Mayor and Municipal Clerk are authorized to execute the housing agreements authorized by this Bylaw.
- 4. The Municipal Clerk is authorized to sign and file in the Land Title Office notices of the housing agreements, as required by the *Local Government Act*.

GIVEN FIRST, SECOND, and THIRD READINGS this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ADOPTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jack Crompton, Mayor Brooke Browning, Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Housing Agreement Bylaw (Cheakamus Crossing Phase 2) No. 2312, 2021".

# **SCHEDULE F**

# HOUSING AGREEMENT

# STANDARD CHARGE TERMS

# FILED BY: RESORT MUNICIPALITY OF WHISTLER

# STANDARD HOUSING AGREEMENT, 219 COVENANT AND RENT CHARGE AND INDEMNITY

The following standard charge terms will be incorporated by reference in every Section 219 covenant and housing agreement in which the set is referred to by its filing number as provided by Section 235 of the *Land Title Act*.

# GIVEN THAT:

- A. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Resort Municipality of Whistler (the "Municipality") in respect of the use of land or construction on land;
- B. The Owner (hereinafter defined) is the registered owner of the Land (hereinafter defined);
- C. The Owner and the Municipality wish to enter into this Agreement to provide for affordable employee housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under s.905 of the *Local Government Act*.

In consideration of the payment of \$10.00 by each party to the other and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchange below, the Owner and the Municipality covenant and agree as follows and in accordance with Section 219 of the *Land Title Act*:

# PART I – DEFINITIONS

- 1. In this Agreement the following words have the following meanings:
  - a. "Agreement" means these standard charge terms together with the General Instrument (hereinafter defined);
  - b. "Assessed Value" means the most recent assessed value of the real property as determined by the assessment authority in which the real property is situated. If such value is not available, then the Assessed Value means the highest price in terms of money that the real property will fetch under all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgably and assuming the price is not effected by undue stimulus as estimated by a real estate appraiser accredited in the jurisdiction in which the real property is located;
  - c. "CPI" means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function, where Occupancy Permit Year (hereinafter defined) = 100;
  - d. "Daily Amount" means \$100.00 per day as of December 31, 2003 adjusted thereafter by an amount determined by multiplying \$100.00 by the percentage change in the CPI since December 31, 2000 to January 1 of the year that a written notice is delivered to the owner by the Municipality pursuant to section 24 herein;
  - e. "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things;
  - f. "Dwelling Units" means all residential dwelling units located or to be located on the Land whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Land may be Subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
  - g. "Employee" means a Qualified Person (hereinafter defined) who is either employed or self-employed for an average of not less than 20 hours per week over the most recent twelve months and whose principal place of employment or business during that time is located within the boundaries of the Resort Municipality of Whistler;

- h. "Employee Unit" means a Dwelling Unit designated as an employee unit in accordance with Part II herein to be used, occupied and Disposed of in accordance with this Agreement;
- i. "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all schedules and addenda to the Form C charging the Land and citing these Standard Charge Terms;
- j. "Gross Floor Area" means the habitable gross floor area of each Employee Unit and includes enclosed sunrooms but does not include crawl spaces, open patios, open balconies or parking spaces. If the Employee Unit is a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be based on the gross floor area shown corresponding to the Employee Unit on the Strata Plan filed in the LTO (hereinafter defined) in respect of the Land. If the Employee Unit is not a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be made in accordance with the procedure for determining gross floor area set out in the *Strata Property Act* as if the Employee Unit were a strata lot;
- k. "Interest" means the property interest of the Owner in an Employee Unit;
- 1. "Land" means the land described in Item 2 of the General Instrument and any part into which said land is Subdivided;
- m. "LTO" means the New Westminster/Vancouver Land Title Office or its successor;
- n. "Occupancy Permit Year" means the calendar year in which the Municipality issues an occupancy permit for an Employee Unit;
- o. "Original Rent" means such amount as may be established by resolution of the Board of Directors of the WV Housing Corporation from time to time;
- p. "Owner" means the Transferor described in the General Instrument and any subsequent owner of the Land or of any part into which the Land is Subdivided, and includes any person who is a registered owner in fee simple of an Employee Unit from time to time;
- q. "Prime Rate" means the annual rate of interest, expressed as a percentage, used as a reference rate by the Royal Bank of Canada at its main branch in Vancouver, British Columbia for Canadian dollar loans and designated by the Royal Bank of Canada from time to time as its prime rate;
- r. "Qualified Person" means a person who does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property

anywhere in the world unless, at the time that such person applies for an Employee Unit:

- i. the Assessed Value of all the real property he or she owns does not exceed 60% of the Assessed Value of the Employee Unit; or
- ii. the real property he or she owns is:
  - (1) less than 400 square feet in area,
  - (2) less than 650 square feet in area and it is the principal residence of two individuals,
  - (3) less than 850 square feet in area and it is the principal residence of that person and at least one child, or
  - (4) less than 1200 square feet in area and it is the principal residence of that person and at least two children; and

that person enters into an agreement with the Municipality to sell his or her interest in the real property within the time period specified by the Municipality, acting reasonably, or that person enters into an agreement with the Municipality with respect to the real property and the Employee Unit on terms acceptable to the Municipality in its sole discretion;

- s. "Retiree" means a Qualified Person who has ceased employment and who was an Employee for 5 of the 6 years immediately preceding the date on which the individual ceased employment;
- t. "RFR" means a right of first refusal and option to purchase the Land granted or to be granted by the Owner to the Municipality;
- u. "Subdivide" means to divide, apportion, consolidate or subdivide the Land, or the ownership or right to possession or occupation of the Land into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the *Real Estate Act*;
- v. "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Employee Unit;
- w. "Tenant" means an occupant of an Employee Unit by way of a Tenancy Agreement.

# PART II - USE OF LAND AND CONSTRUCTION OF EMPLOYEE UNITS

2. The Owner covenants and agrees with the Municipality that:

- a. the Land will not be developed and no building or structure will be constructed on the Land unless:
  - i. as part of the construction and development of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the Municipality and in accordance with any development permit issued by the Municipality, at least the number of Employee Units on the Land specified in the General Instrument; and
  - ii. if required by the Municipality in its sole discretion, an RFR is fully registered against title to the Land in the LTO, with priority as set out in section 2(e) herein;
- b. the number of Dwelling Units on the Land will not exceed the number of Dwelling Units specified in the General Instrument;
- c. the Owner will meet or exceed the construction standards for Employee Units as specified by the Municipality in a development permit issued by the Municipality in respect of development on the Land;
- d. the Owner will at all times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Municipality and all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws; and
- e. the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement and an RFR, if required, will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land save and except those specifically approved in writing by the Municipality or in favour of the Municipality.
- 3. (Section 3 to 6 -deleted)

# PART III - USE AND OCCUPANCY OF EMPLOYEE UNITS

7. The Owner agrees that each Employee Unit may only be used as a permanent residence occupied by Employees or Retirees, and the Owner further agrees that the number of Employees or Retirees who permanently reside in the Employee Unit must be equal to or less than the number of Employees or Retirees that the Municipality's building inspector determines can reside in the Employee Unit given the number and size of bedrooms in

the Employee Unit and in light of any relevant standards set by the Municipality in any bylaws of the Municipality.

- 8. The Owner will ensure that each Employee Unit is continuously used and occupied as set out in section 7.
- 9. Notwithstanding anything to the contrary contained in this Agreement, if a potential tenant would be an Employee except for the fact that such potential tenant has not resided in the Municipality over the most recent twelve months, then the Owner may rent the Employee Unit to such potential tenant provided that the Employee Unit is rented or leased in accordance with all other requirements of this Agreement.
- 10. Within three days after receiving notice from the Municipality, the Owner will in respect of each Employee Unit, deliver, or cause to be delivered, to the Municipality a statutory declaration, substantially in the form attached as Schedule "A", sworn by the Owner, containing all of the information required to complete the statutory declaration. The Municipality may request such a statutory declaration in respect of the Employee Unit no more than four times in any calendar year. The Owner hereby irrevocably authorizes the Municipality to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the Municipality to provide such information to the Municipality.
- 11. (Section 11 deleted)

# PART IV - DISPOSITION AND ACQUISITION OF EMPLOYEE UNITS

- 12. In this Part, the following words have the following meanings:
  - a. "Average Purchaser Index" means the average monthly Housing Price Index (hereinafter defined) for the 12 months immediately preceding the month of any offer to purchase the Interest of the Owner in the Employee Unit.. For example, if the offer to purchase the Employee Unit is dated January 15, 2001, the *Average Purchaser Index* means the average of the monthly Housing Price Indices for the months from and including January, 2000 to and including December, 2000;
  - b. "Average Vendor Index" means the average monthly Housing Price Index for the 12 months immediately preceding the month in which the Interest of the current Owner of the Employee Unit was submitted for registration in the LTO (the "Old Completion Date"). For example, if the Old Completion Date was January 15, 2000, the *Average Vendor Index* means the average of the monthly Housing Price Indices for the months from and including January, 1999 to and including December, 1999;

- c "First Purchaser" means the person to whom the Interest in an Employee Unit is first transferred after issuance of the occupancy permit for the Employee Unit by the Municipality;
- d. "Housing Price Index" means the appropriate (Detached, Attached, or Apartment) Multiple Listing Service housing price index for Greater Vancouver, B.C., as published by the Real Estate Board of Vancouver in collaboration with Canada Mortgage and Housing Corporation, the Real Estate Foundation of British Columbia, the University of British Columbia, and their respective successors in function;
- e. "Housing Price Multiplier" means the Average Purchaser Index divided by the Average Vendor Index;
- f. "Maximum Price" for the sale of the Employee Unit to the First Purchaser means the amount determined by multiplying the Gross Floor Area of the Employee Unit by \$155. In addition to the Maximum Price payable by the First Purchaser, the Owner that sells the Employee Unit to the First Purchaser will be entitled to charge the First Purchaser the net GST payable by the First Purchaser and the fee paid by the Owner to obtain the home warranty insurance required by the *Home Protection Act*.

"Maximum Price" for the sale of the Employee Unit by the First Purchaser or a Subsequent Purchaser (hereinafter defined) means the greater of:

- i. the value for the Employee Unit set out in Item 2(b) of the Form A -Freehold Transfer registered in the LTO transferring the Interest in the Employee Unit to the First Purchaser or a Subsequent Purchaser, as the case may be (the "Previous Sale Price"); and
- ii. the Previous Sale Price multiplied by the Housing Price Multiplier.

Notwithstanding anything to the contrary contained in this Agreement, if for any reason whatsoever the Housing Price Multiplier cannot be determined, the Maximum Price means the Previous Sale Price;

Examples of how to calculate the Maximum Price for the sale of an Employee Unit by the First Purchaser or a Subsequent Purchaser are attached to this Agreement as Schedule "B", which forms part of this Agreement; and

- g. "Subsequent Purchaser" means a person who purchases the Employee Unit from the First Purchaser or from someone who owned the Employee Unit after the First Purchaser.
- 13. The Owner will not Dispose of the Interest in an Employee Unit except in accordance with the terms and conditions set out in this Agreement and the RFR.

- 14. The Owner will not accept any offer to purchase the Interest in an Employee Unit for a purchase price exceeding the Maximum Price.
- 15. The Owner will not permit the Interest in an Employee Unit to be disposed of by sublease or assignment of a Tenancy Agreement unless such subletting or assignment is done in compliance with this Agreement.
- 16. The Owner will give prior written notice of this Agreement to any person to whom it proposes to Dispose of the Interest in an Employee Unit.
- 17. The Owner must not rent or lease any Employee Unit except to an Employee or Retiree in accordance with section 7 and except in accordance with the following additional conditions:
  - a. the Employee Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - b. the monthly rent payable for the Employee Unit will not exceed the rent, rounded to the nearest dollar, determined by multiplying the Gross Floor Area by the Original Rent. Subject always to the provisions of the *Residential Tenancy Act* (British Columbia), the Owner may increase the rent payable for the Employee Unit annually, beginning with the first anniversary of the day on which the occupancy permit was issued by the Municipality for the Employee Unit, and thereafter on each successive anniversary date, by an amount determined by multiplying the rent payable for the Employee Unit at the time of the proposed rent increase by the percentage change in the CPI since the last anniversary date;
  - c. the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, water utilities, property taxes. For clarity, this section does not apply to cablevision, telephone, other telecommunications, gas utility or electricity utility fees or charges;
  - d. the Owner will attach a copy of this Agreement to the Tenancy Agreement;
  - e. the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
  - f. the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Employee Unit in breach of the use or occupancy restrictions contained in this Agreement;
  - g. the Tenancy Agreement will identify all occupants of the Employee Unit, and will stipulate that anyone not identified in the Tenancy Agreement

will be prohibited from residing at the Employee Unit for more than 30 days in any calendar year;

- h. the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where the Employee Unit is occupied by more than the number of people the Municipality's building inspector determines can reside in the Employee Unit given the number and size of bedrooms in the Employee Unit and in light of any relevant standards set by the Municipality in any bylaws of the Municipality;
- i. the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Employee Unit for three consecutive months or longer, notwithstanding the timely payment of rent;
- j. the Tenancy Agreement will provide that the Tenant will not sublease the Employee Unit or assign the Tenancy Agreement; and
- k. the Owner will deliver a copy of the Tenancy Agreement to the Municipality upon demand.
- 18. The Owner will terminate any Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Employee Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).
- 19. (Section 19 deleted)
- 20. If the Owner is leasing or renting one or more Employee Units, the Owner will, forthwith upon request by the Municipality, and from time to time as the Employee Units become vacant, identify to the Municipality which Employee Units are vacant and available for occupancy and the Owner will make best efforts to lease or rent the vacant Employee Units to qualified applicants on the Municipality's applicant list.
- 21. The Owner will be solely responsible for screening Tenants to determine whether or not they qualify to occupy the Employee Unit in accordance with this Agreement notwithstanding that the Employee Unit may be leased or rented to someone from the Municipality's applicant list. For greater certainty, the Owner agrees that the Municipality is not responsible for, and makes no representation to the Owner regarding, the suitability of any prospective tenant on the Municipality's applicant list.

# PART V - CAPITAL IMPROVEMENTS

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

# PART VI - DEMOLITION OF EMPLOYEE UNIT

- 23. The Owner will not demolish an Employee Units unless:
  - a. the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Employee Unit, and the Owner has delivered to the Municipality a copy of the engineer's or architect's report; or
  - b. the Employee Unit is damaged or destroyed, to the extent of 40% or more of their value above their foundations, as determined by the Municipality in its sole discretion, acting reasonably, and
  - c. a demolition permit for the Employee Unit has been issued by the Municipality (unless the Building has, or the Dwelling Units have been destroyed by an accident, act of God, or sudden and unanticipated force) and the Employee Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy the replacement Dwelling Unit in compliance with this Housing Agreement, and sections 2.c., 2.d. and 2.e. herein will apply to the construction of the replacement Dwelling Unit to the same extent and in the same manner as those sections apply to the construction of the original Dwelling Unit, and the Dwelling Unit must be approved by the Municipality as a Employee Unit.

# PART VII - DEFAULT AND REMEDIES

24. The Owner acknowledges that the Municipality requires employee housing to attract employees to work for local businesses and that these businesses generate tax and other

revenue for the Municipality and economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the Municipality under this Agreement or at law or equity, if an Employee Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 25, the Daily Amount to the Municipality for every day that the breach continues after 30 days written notice from the Municipality to the Owner stating the particulars of the breach. The Daily Amount is increased on January 1 of each year by an amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase in the CPI between that previous January 1 and the immediately preceding December 31. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the Municipality for the same.

- 25. The Owner hereby grants to the Municipality a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the Municipality of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the Municipality, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the Municipality in law or in equity.
- 26. If the Employee Unit is sold for a purchase price exceeding the Maximum Price in contravention of this Agreement, the Owner will pay the excess (the "Excess Amount") to the Municipality within 30 days after written demand is made by the Municipality. The amount remaining unpaid after the 30 days will bear interest at the Prime Rate calculated from the due date until the date paid, compounded annually not in advance. The Owner further acknowledges and agrees that the Municipality's Excess Amount is fair and reasonable and is not to be construed as a penalty or forfeiture but as liquidated damages.

# PART VIII - INTERPRETATION

# 27. In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- c. if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- d. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

- e. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- f. the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- g. time is of the essence;
- h. all provisions are to be interpreted as always speaking;
- i. reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes employees, agents, officers and invitees of the party;
- j. reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- k. where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

# PART IX - MISCELLANEOUS

- 28. **Housing Agreement.** The Owner acknowledges and agrees that this:
  - a. Agreement constitutes a covenant under s.219 of the *Land Title Act* and a housing agreement entered into under s.905 of the *Local Government Act* (British Columbia);
  - b. where an Employee Unit is a separate legal parcel the Municipality may file a notice of housing agreement under s.905 of the *Local Government Act* in the LTO against title to the Employee Unit; and
  - where Employee Units are not separate legal parcels, or have not yet been constructed, or where the land has not yet been Subdivided to create the Employee Units, the Municipality may file a notice of housing agreement under s.
     905 of the *Local Government Act* in the LTO against title to the Land.
- 29. **Modification.** This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the Municipality, if it is signed by the Municipality and a person who is the current registered owner of the Land.
- 30. **Management.** The Owner covenants and agrees that it will furnish good and efficient management of the Employee Units and will permit representatives of the Municipality to

inspect the Employee Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Employee Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the forgoing, the Owner acknowledges and agrees that the Municipality, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Employee Units.

- 31. **Indemnity.** The Owner will indemnify and save harmless the Municipality and each of its elected officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
  - a. any act or omission of the Owner, or its officers, directors, employees, agents, contractors or other persons for whom at law the Owner is responsible;
  - b. the Owner's ownership, lease, operation, management or financing of the Land or any Employee Unit.
  - c. (paragraph (c) deleted)
- 32. **Release.** The Owner by this Agreement releases and forever discharges the Municipality and each of its elected officials, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Employee Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
- 33. **Survival.** The obligations of the Owner set out in sections 24, 25, 26, 31 and 32 will survive termination of this Agreement.
- 34. **Municipalities Powers Unaffected.** This Agreement does not:
  - a. affect or limit the discretion, rights, duties or powers of the Municipality under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - b. impose on the Municipality any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - c. affect or limit any enactment relating to the use or subdivision of the Land; or
  - d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

- 35. **Agreement for Benefit of Municipality only.** The Owner and the Municipality agree that:
  - a. this Agreement is entered into only for the benefit of the Municipality;
  - b. this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Property, the Land or the building or any portion thereof, including any employee unit;
  - c. the Municipality may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- 36. **No Public Law Duty.** Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
- 37. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of Owner set out in the records at the LTO, and in the case of the Municipality addressed:
  - To:Clerk, Resort Municipality of Whistler,<br/>4325 Blackcomb Way, Whistler, BC VON 1B4
  - And to:Whistler Housing Authority,<br/>4335 Main Street, Whistler, BC V0N 1B4

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

- 38. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 39. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 40. **Waiver.** All remedies of the Municipality will be cumulative and may be exercised by the Municipality in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Municipality exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

- 41. **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Municipality and the Owner respecting the use and occupation of the Employee Units, and there are no warranties, representations, conditions or collateral agreements made by the Municipality except as set forth in this Agreement.
- 42. **Further Assurance.** Upon request by the Municipality the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Municipality to give effect to this Agreement.
- 43. **Covenant Runs with the Land.** This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
- 44. **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 45. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement or the RFR and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement or the RFR.
- 46. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the Municipality or give the Owner any authority to bind the Municipality in any way.
- 47. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
- 48. **Deed and Contract.** By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

#### RESORT MUNICIPALITY OF WHISTLER

# ALTA LAKE ROAD SEWER EXTENSION LOCAL AREA SERVICE ESTABLISHMENT BYLAW NO. 2237, 2021

#### A BYLAW TO ESTABLISH A LOCAL AREA SERVICE FOR A SANITARY SEWER EXTENSION FROM 5606 TO 5754 ALTA LAKE ROAD

**WHEREAS** section 210 of the *Community Charter* authorizes the Resort Municipality of Whistler to provide services that Council considers provide particular benefit to part of the Resort Municipality of Whistler as local area services;

**AND WHEREAS** the owners of parcels within the area shown on Schedule A of this Bylaw have submitted a sufficient and valid petition to provide for the design and construction of sanitary sewer works as contemplated by this Bylaw, and the cost recovery methods for that service;

**AND WHEREAS** the Council of the Resort Municipality of Whistler wishes to provide the local area service established by this Bylaw, and considers that the service provides, and is designed to provide, particular benefit to the properties shown on Schedule A and listed on Schedule B;

**AND WHEREAS** the Council considers that a maximum of \$900,000, representing 50 per cent of the estimated total cost of the design and construction of the sanitary sewer main contemplated by this Bylaw, should be recovered by way of a local service tax; and

NOW THEREFORE the Council of the Resort Municipality of Whistler ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited for all purposes as "Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021".
- 2. Definitions

"Service Area" means the area shown on Schedule A.

*"Works*" means the sanitary sewer collection mains, pipes, pumps, fittings and associated infrastructure for the collection of sewage within the Service Area and forming part of this Bylaw.

- 3. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the Bylaw is deemed valid.
- 4. The Resort Municipality of Whistler hereby establishes a local area service, to be known as the Alta Lake Road Local Area Service, for the design and construction of the Works in the Service Area, in order to provide sewer capacity for the particular benefit of the said area.
- 5. The Resort Municipality of Whistler is authorized to undertake the construction of the Works and to do all things necessary in connection with that service.
- 6. The Resort Municipality of Whistler may acquire all real and personal property, rights of way and licences as may be necessary or desirable in connection with construction of the Works.
- 7. The area of the Alta Lake Road Local Area Service includes all parcels within the Service Area.
- 8. Cost Apportionment and Recovery

- a. The portion of the total cost of the design and construction of the sanitary sewer main for the Alta Lake Road Local Area Service which will be specifically charged against the parcels benefiting from the service is 50 per cent up to a maximum of \$900,000. The balance of the total cost will be funded by the existing sewer capital reserves of the Resort Municipality of Whistler.
- b. The owners' portion of the cost of the Alta Lake Road Local Area Service will be recovered by way of a parcel tax on the basis of a single amount which will be levied annually on each parcel within the Service Area for a period of twenty years.

GIVEN FIRST, SECOND and THIRD READINGS this \_\_ day of \_\_\_\_\_, 2021.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

Jack Crompton Mayor Brooke Browning Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Alta Lake Road Sewer Extension Local Area Service Establishment Bylaw No. 2237, 2021".

### **SCHEDULE A**


#### SCHEDULE B

List of Properties included in the Local Area Service:

Civic Address	Legal Description	PID
5606 Alta Lake Road	Lot 38 Plan VAP5509 District Lot 2246	005-493-960
5610 Alta Lake Road	Lot 37 Plan VAP5509 District Lot 2246	011-147-857
5614 Alta Lake Road	Lot 36 Plan VAP5509 District Lot 2246	011-150-947
5618 Alta Lake Road	Lot 35 Plan VAP5509 District Lot 2246	009-656-677
5622 Alta Lake Road	Lot 34 Plan VAP5509 District Lot 2246	009-656-669
5626 Alta Lake Road	Lot 33 Plan VAP5509 District Lot 2246	011-147-822
5630 Alta Lake Road	Lot 32 Plan VAP5509 District Lot 2246	011-147-806
5634 Alta Lake Road	Lot 31 Plan VAP5509 District Lot 2246	011-147-768
5638 Alta Lake Road	Lot 30 Plan VAP5509 District Lot 2246	011-147-733
5642 Alta Lake Road	Lot 29 Plan VAP5509 District Lot 2246	011-147-709
5650 Alta Lake Road	Lot E Plan EPP53052 District Lot 2246	029-602-599
5654 Alta Lake Road	Lot D Plan VAP21648 District Lot 2246	010-123-598
5658 Alta Lake Road	Lot C Plan VAP21648 District Lot 2246	010-123-563
5662 Alta Lake Road	Lot 24 Plan VAP5509 District Lot 2246	011-147-695
5666 Alta Lake Road	Lot 23 Plan VAP5509 District Lot 2246	011-147-652
5670 Alta Lake Road	Lot 22 Plan VAP5509 District Lot 2246	011-147-644
5678 Alta Lake Road	Lot B Plan VAP14195 District Lot 2246	007-898-461
5690 Alta Lake Road	Lot 3 Plan LMP5450 District Lot 2246	017-916-241
5694 Alta Lake Road	Lot 2 Plan LMP5450 District Lot 2246	017-916-232
5698 Alta Lake Road	Lot 15 Plan VAP5509 District Lot 2246	011-147-113
5702 Alta Lake Road	Lot 14 Plan VAP5509 District Lot 2246	011-147-091
5706 Alta Lake Road	Lot 13 Plan VAP5509 District Lot 2246	011-147-075
5710 Alta Lake Road	Lot 12 Plan VAP5509 District Lot 2246	028-802-217
5714 Alta Lake Road	Lot A Plan VAP13031 District Lot 2246	028-802-225
5722 Alta Lake Road	Lot 9 Plan VAP5509 District Lot 2246	011-147-067
5726 Alta Lake Road	Lot 8 Plan VAP5509 District Lot 2246	011-147-041
5730 Alta Lake Road	Lot 7 Plan VAP5509 District Lot 2246	008-440-930
5734 Alta Lake Road	Lot 6 Plan VAP5509 District Lot 2246	005-517-788
5738 Alta Lake Road	Lot 5 Plan VAP5509 District Lot 2246	011-147-024
5742 Alta Lake Road	Lot 4 Plan VAP5509 District Lot 2246	008-198-152
5746 Alta Lake Road	Lot 3 Plan VAP5509 District Lot 2246	011-147-016
5750 Alta Lake Road	Lot 2 Plan VAP5509 District Lot 2246	011-147-008
5754 Alta Lake Road	Lot 1 Plan VAP5509 District Lot 2246	009-014-853

#### RESORT MUNICIPALITY OF WHISTLER ZONING AMENDMENT BYLAW (8200 BEAR PAW TRAIL) NO. 2297, 2020

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

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

**AND WHEREAS** Council may, pursuant to section 482 of the *Local Government Act*, establish different density rules for a zone, one generally applicable and the others to apply if the owner meets conditions set out in the bylaw.

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

- 1. This Bylaw may be cited for all purposes as "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020".
- 2. In Part 13 of "Zoning and Parking Bylaw No. 303, 2015" (the "Zoning Bylaw"), Section 52 CD1 Zone (Comprehensive Development Zone) is amended as follows:
  - a) In subsection (2) paragraph (g), "Local service commercial" is replaced with "Retail".
  - b) In subsection (2) paragraph (h), "Local personal service" is replaced with "Personal Service".
  - c) Subsection (2) paragraph (I) is deleted.
  - d) In subsection (5), "(2) (g), (h), (i), (j), (k), and (l)" is replaced with "(2) (g), (h), (i), (j) and (k)".
  - e) In subsection (6), "(2) (g), (h), (i), and (j) is 1900 square metres" is replaced with "(2) (g), (h), (i), (j), and (m) in Parcel Lot 9 is 2000 square metres"
  - f) The following text is added as a new subsection (9), the remaining subsections are renumbered accordingly, and any references to those subsections are amended to reflect the renumbering:

"Excluding the grocery store, the remaining commercial floor area of Parcel Lot 9 must be demised into at least 3 Commercial Retail Units (CRUs), the combined area of which must be at least 450 square metres, and with a minimum of 85 square metres Gross Floor Area in use as or available for use as a Café, Restaurant, or Neighborhood Public House."

- g) In subsection (16), "paragraphs (2) (g) (h), (i), (j), (l), (m) and (q)" is replaced with "paragraphs (2) (g) (h), (i), (j), (l), (m) and (n)"
- 3. The Zoning Bylaw is amended in Part 24, Schedule "M", by adding "child care facility" as a Land Use for Parcel Lot 9, and the Land Use Plan forming part of Schedule M is replaced with the Land Use Plan attached to this Bylaw as Schedule 1.

4. The Zoning Bylaw is further amended by making such consequential changes as are required to reflect the foregoing amendments, including without limitation changes in the numbering, ordering of alphabetical lists, and the Schedules.

GIVEN FIRST AND SECOND READING this 16th day of February, 2021.

Pursuant to Section 464 of the *Local Government Act*, a Public Hearing was held this \_\_\_\_ day of \_\_\_\_\_, 2021.

GIVEN THIRD READING this \_\_\_\_ day of \_\_\_\_\_, 2021.

Approved by the Minister of Transportation and Infrastructure this \_\_\_\_ day of \_\_\_\_\_, 2021.

ADOPTED by the Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

Jack Crompton Mayor Brooke Browning Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020." SCHEDULE 1 to Zoning Amendment Bylaw (8200 Bear Paw Trail) No. 2297, 2020



#### RESORT MUNICIPALITY OF WHISTLER LAND USE PROCEDURES AND FEES AMENDMENT BYLAW (COMPLEX SITE REZONING) NO. 2308, 2021

#### A BYLAW TO AMEND THE RESORT MUNICIPALITY OF WHISTLER LAND USE PROCEDURES AND FEES BYLAW NO. 2019, 2012

**WHEREAS** the Council of the Resort Municipality of Whistler may, by bylaw, impose application fees for an application to initiate the issuance of a permit under Part 14 of the Local Government Act or to use municipal property;

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

- 1. This Bylaw may be cited for all purposes as the "Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) No. 2308, 2021".
- 2. "Land Use Procedures and Fees Bylaw No. 2019, 2012", as amended, is further amended as follows:
  - a) Section 2 is amended by adding the following:
    - e. "Complex site rezoning" means an amendment to a zoning bylaw for a parcel or set of parcels that comprise at least 45,000 square metres in area and for which the proposed rezoning requires an amenity zoning or phased development agreement with the exception of a proposed rezoning for residential land use only and any associated new public roads, park or other dedications.
  - b) Section 4 is amended by deleting paragraph b. and substituting the following in alphabetical order:
    - b. An amendment to the zoning bylaw other than for complex site rezoning, b.1 An amendment to the zoning bylaw for complex site rezoning,
- d) Schedule A is deleted and replaced with the Schedule A attached to this Bylaw.

GIVEN FIRST, SECOND, and THIRD READINGS this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ADOPTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jack Crompton, Mayor Brooke Browning, Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Land Use Procedures and Fees Amendment Bylaw (Complex Site Rezoning) No. 2308, 2021".

#### SCHEDULE A

#### **APPLICATION FEES**

Application Type	Application Fee
amendment to the Official Community Plan	\$1,500.00
amendment to a zoning bylaw other than for complex site rezoning	\$1,500.00
amendment to a zoning bylaw for complex site rezoning	A minimum fee of \$150,000.00
	for the first 10,000 m2 of site
	area plus \$350.00 per additional
	100 m2 of site area or portion
	thereof, to a maximum fee of
	\$750,000.00
development permit (delegated)	\$300.00
development permit (not delegated)	\$750.00
development variance permit	\$450.00
temporary use permit	\$240.00
temporary use permit (renewal)	\$240.00
amendment to a land use contract	\$1,500.00
exemption from a bylaw establishing a flood construction	
level or floodplain setback	\$450.00
covenant modification	\$300.00
antenna system letter of concurrence or non-concurrence	\$750.00
outdoor patio licence	\$240.00
approval of outdoor patio on statutory right of way	\$240.00

Except for an application for an amendment to a zoning bylaw for complex site rezoning, or for a temporary use permit, an outdoor patio licence and approval of an outdoor patio on a statutory right of way, in addition to the above noted application fees, the following rates will be applied to all applications to cover the Municipality's disbursement costs of processing, reporting, analysis, and inspection related to the application, to the extent not included in any fees or agreement:

professional staff	\$60.00/hr
clerical staff time	\$30.00/hr
title search	\$21.00
Land Title Office filing fee	At cost
legal services	At cost
third party consulting	At cost
hand delivered notification	\$40.00/hr

Except for an application for an amendment to a zoning bylaw for complex site rezoning, or for an outdoor patio licence and approval of an outdoor patio on a statutory right of way, in addition to the above noted application fees, the following rate will be applied to all applications to cover the Municipality's direct costs related to the application:

newspaper advertising	At cost

Despite the above application fees, where a temporary use permit and an outdoor patio licence or approval of an outdoor patio on a statutory right of way is required, the application fee for an outdoor patio licence or approval of an outdoor patio on a statutory right of way shall be waived.



Jonathan X. Coté Mayor

March 5, 2021

The Honourable Melanie Mark Minister of Tourism, Arts, Culture and Sport PO Box 9082, Stn Prov Govt Victoria, BC V8W 9E2

Dear Minister Mark:

# Re: Support for Laid-off Hotel and Tourism Industry Workers

I am writing to ask that the BC government protect the livelihoods of laid-off hotel and tourism industry workers and their rights to return to return to their jobs when the pandemic eases. These rights are at risk as there are reports of hotels refusing to commit to bringing workers back to their jobs when business returns. To this end, on March 1, 2021, the New Westminster City Council passed the following resolution:

WHEREAS the COVID-19 pandemic has exacerbated existing inequalities and its social, health, and economic impacts are particularly devastating for women and racialized communities;

AND WHEREAS the tourism and hospitality industries have been drastically impacted;

AND WHEREAS of the 50 000 hotel workers that were laid off in March 2020, the majority are women and people of colour;

AND WHEREAS the duration of the pandemic means that recall rights require extension;

AND WHEREAS there are reports of hotels in British Columbia refusing to commit to bringing workers back to their jobs when business returns;

AND WHEREAS the City of New Westminster is committed to a COVID recovery plan that takes better care of people, the environment, and the community than the systems we had before the pandemic;

AND WHEREAS the City of New Westminster recognizes hotel workers and people who work in the tourism industry as valued and valuable members of our community;

THEREFORE, BE IT RESOLVED THAT the City of New Westminster affirms that people should not lose their livelihoods due to the pandemic; and

BE IT FURTHER RESOLVED THAT the City of New Westminster write to the Ministers of Labour and Tourism expressing our support for the right for laid off workers to return to their jobs when the pandemic eases; and

BE IT FURTHER RESOLVED THAT this letter be forwarded to all BC municipalities asking to write their support; and

BE IT FURTHER RESOLVED THAT the City of New Westminster writes to the Lower Mainland Local Government Association and Union of BC Municipalities encouraging them to host future conferences and events in venues that respect worker rights and pay at least a living wage.

We appreciate your consideration of this important matter.

Yours truly,

Jonathan X. Cote Mayor

Cc: Hon. Harry Bains, Minister of Labour All BC municipalities



Jonathan X. Coté Mayor

March 5, 2021

The Honourable Harry Bains Minister of Labour PO Box 9064, Stn Prov Govt Victoria, BC V8W 9E2

Dear Minister Bains:

# Re: Support for Laid-off Hotel and Tourism Industry Workers

I am writing to ask that the BC government protect the livelihoods of laid-off hotel and tourism industry workers and their rights to return to return to their jobs when the pandemic eases. These rights are at risk as there are reports of hotels refusing to commit to bringing workers back to their jobs when business returns. To this end, on March 1, 2021, the New Westminster City Council passed the following resolution:

WHEREAS the COVID-19 pandemic has exacerbated existing inequalities and its social, health, and economic impacts are particularly devastating for women and racialized communities;

AND WHEREAS the tourism and hospitality industries have been drastically impacted;

AND WHEREAS of the 50 000 hotel workers that were laid off in March 2020, the majority are women and people of colour;

AND WHEREAS the duration of the pandemic means that recall rights require extension;

AND WHEREAS there are reports of hotels in British Columbia refusing to commit to bringing workers back to their jobs when business returns;

AND WHEREAS the City of New Westminster is committed to a COVID recovery plan that takes better care of people, the environment, and the community than the systems we had before the pandemic;

AND WHEREAS the City of New Westminster recognizes hotel workers and people who work in the tourism industry as valued and valuable members of our community;

THEREFORE, BE IT RESOLVED THAT the City of New Westminster affirms that people should not lose their livelihoods due to the pandemic; and

BE IT FURTHER RESOLVED THAT the City of New Westminster write to the Ministers of Labour and Tourism expressing our support for the right for laid off workers to return to their jobs when the pandemic eases; and

BE IT FURTHER RESOLVED THAT this letter be forwarded to all BC municipalities asking to write their support; and

BE IT FURTHER RESOLVED THAT the City of New Westminster writes to the Lower Mainland Local Government Association and Union of BC Municipalities encouraging them to host future conferences and events in venues that respect worker rights and pay at least a living wage.

We appreciate your consideration of this important matter.

Yours truly,

Jonathan X. Cote Mayor

Cc: Hon. Melanie Mark, Minister of Tourism, Arts, Culture and Sport All BC municipalities



**VILLAGE OF BELCARRA** 

*"Between Forest and Sea"*4084 BEDWELL BAY ROAD, BELCARRA, B.C. V3H 4P8 TELEPHONE 604-937-4100 FAX 604-939-5034 belcarra@belcarra.ca
www.belcarra.ca



March 10, 2021

Honourable Nelly Shin Member of Parliament Port Moody – Coquitlam 1116 Austin Avenue Coquitlam, BC V3K 3P5

Via email: nelly.shin@parl.gc.ca

Dear Honourable Nelly Shin,

Re: Belcarra Council Motion – Endorsement of 9-8-8 Crisis Line Initiative

Please be advised that at a Regular meeting of Belcarra Council held on March 8, 2021, the following motion was passed:

"That the Village of Belcarra endorse the 9-8-8 crisis line initiative; and That staff be directed to send a letter indicating support to the local MP, MPP, Federal Minister of Health, the CRTC and UBCM municipalities to indicate the support of Belcarra."

Thank you for bringing this matter to the attention of Belcarra Council. 2021 has been an unprecedented challenge. There have been considerable impacts from the COVID-19 Pandemic on the mental health of Canadians. Through unanimous consent, Belcarra supports the creation of a National 3-Digit Suicide Prevention Hotline in Canada.

Sincerely

Jamie Ross Mayor

cc Hon. Adrian Dix, Minister of Health Rick Glumac, MLA CRTC UBCM Member Municipalities

J:\Files Admin\Administration\Mayor Jamie Ross\2021 Correspondence\2021 03 10 Honourable Nelly Shin, MP, Port Moody - Coquitlam, Anmore & Belcarra - Establishing a National Suicide Prevention Hotline.docx



# **OFFICE OF THE MAYOR**

1100 Patricia Blvd. I Prince George, BC, Canada V2L 3V9 p: 250.561.7600 I www.princegeorge.ca

March 17, 2021

By email: <a href="mailto:commission.secretary@bcuc.com">commission.secretary@bcuc.com</a>

BC Utilities Commission Suite 401, 900 Howe Street Vancouver, BC V6Z 2N3

RE: British Columbia Hydro and Power Authority (BC Hydro): 2020 Street Lighting Rate Application

To Whom It May Concern:

On behalf of the City of Prince George Council, please accept this letter in opposition to BC Hydro's proposed 2020 Street Lighting Rate Application (Application).

The Application, submitted by BC Hydro in November 2020, seeks approval for an increase in the monthly rate charged per street light which includes a surcharge to recover the costs incurred by BC Hydro to convert existing High Pressure Sodium (HPS) light fixtures to LED fixtures.

While the City of Prince George supports the environmental benefits that will result from the conversion to LED technology, we are not in support of a surcharge rate downloaded to municipalities to cover the disposal of existing lights and their associated depreciation costs.

As such, we respectfully request that the City's concerns be considered in the evaluation of BC Hydro's Street Lighting Rate Application.

Sincerely,

Mayor Lyn Hall

cc: All UBCM Member Local Governments

**District of Sicamous** 

446 Main Street PO Box 219 Sicamous, BC VOE 2V0 T: 250 836 2477 F: 250 836 4314 E: info@sicamous.ca sicamous.ca



March 18, 2021

Honourable George Heyman Minister of Environment and Climate Change Strategy Parliament Buildings Victoria, British Columbia V8V 1X4

DELIVERED VIA EMAIL

#### Re: Invasive Asian Clams

Dear Minister Heyman,

At its January 27, 2021 Regular Council meeting, the Council for the District of Sicamous passed the following resolution:

**"WHEREAS** invasive Asian clams (Corbicula fluminea) are known to threaten the natural biodiversity of lakes by competing with native species for sustenance and space, cause biofouling to water treatments systems, alter water chemistry, and potentially reduce the quality of drinking water;

**AND WHEREAS** the spread of Asian clams will have significant environmental, social, and economic consequences for our waterways, wildlife and communities;

**AND WHEREAS** the Controlled Alien Species Regulation exists under the Wildlife Act to enforce controls for species that pose a risk to people, property, wildlife, and wildlife habitat:

THEREFORE BE IT RESOLVED that UBCM ask the Province of British Columbia to designate invasive Asian clams (Corbicula fluminea) as a Prohibited Aquatic Invasive Species under the Controlled Alien Species Regulation under the Wildlife Act."

We kindly request your consideration and support of this resolution and have enclosed background information on the resolution for your reference.

#### Regards, DISTRICT OF SICAMOUS

cc: Minister of Forests, Lands, Natural Resource Operations and Rural Development Premier Horgan UBCM Member Municipalities

#### District of Sicamous

446 Main Street PO Box 219 Sicamous, BC VOE 2V0 T: 250 836 2477 F: 250 836 4314 E: info@sicamous.ca sicamous.ca





То:	Southern Interior Local Government Association
From:	District of Sicamous Council
Date:	February 22, 2021
Re:	Certified Resolution 21-047 Asian clams (Corbicula fluminea) worthy of Controlled Alien Species Regulation

Asian clams (Corbicula fluminea) are not native to Canada, however a recent study conducted by the Columbia Shuswap Invasive Species Society (CSISS), discovered live Asian clams in Shuswap Lake. According to the Invasive Species Council of BC, the species has also made its way to southern Vancouver Island and river systems in the Lower Mainland including the Fraser River, Pitt River, and Coquitlam River.

After the CSISS study was brought to the attention of the District of Sicamous Council, research demonstrated that Asian clams, which can self-fertilize and reproduce rapidly, have the capacity to disrupt natural biodiversity and ecosystems, negatively impact native species by competing for sustenance and space, cause biofouling to water treatment systems, alter water chemistry, and reduce the quality of drinking water.

Further inquiry determined Asian clams are not scheduled within the Controlled Alien Species Regulation under the Wildlife Act which controls "alien animals that pose a risk to the health or safety of people, property, wildlife or wildlife habitat." Council argues that Asian clams pose such risks with environmental, social, and economic consequences for waterways and communities provincewide.

Therefore, Council pursued and adopted Resolution 21-047 which calls on B.C. Government to use its authority to designate Asian clams as an Aquatic Invasive Species under the Controlled Alien Species Regulation.

**District of Sicamous** 446 Main Street PO Box 219 Sicamous, BC VOE 2VO T: 250 836 2477 F: 250 836 4314 E: info@sicamous.ca sicamous.ca



# Certified Resolution # 21-047

#### It was moved and seconded:

WHEREAS invasive Asian clams (Corbicula fluminea) are known to threaten the natural biodiversity of lakes by competing with native species for sustenance and space, cause biofouling to water treatments systems, alter water chemistry, and potentially reduce the quality of drinking water;

AND WHEREAS the spread of Asian clams will have significant environmental, social, and economic consequences for our waterways, wildlife and communities;

**AND WHEREAS** the Controlled Alien Species Regulation exists under the Wildlife Act to enforce controls for species that pose a risk to people, property, wildlife, and wildlife habitat:

THEREFORE BE IT RESOLVED that UBCM ask the Province of British Columbia to designate invasive Asian clams (Corbicula fluminea) as a Prohibited Aquatic Invasive Species under the Controlled Alien Species Regulation under the Wildlife Act.

Carried

Certified a true and correct copy of a resolution endorsed by the Council at its Regular Council Meeting held on January 27, 2021.

Dated this 11<sup>th</sup> day of February, 2021.

Jennifer Bruns Corporate Officer



March 11, 2021

File: 01-0390-20/21

**UBCM Member Municipalities** 

Sent via email

Dear UBCM Members:

# Re: Fair Taxation from Railway Operations & Industrial Parks

At its March 2, 2021 Regular Council Meeting, Pitt Meadows City Council endorsed two resolutions related to fair taxation from railway operations and industrial parks for inclusion and discussion at the upcoming LMLGA Convention, in advance of the UBCM Convention this fall. Certified copies of both resolutions and background information regarding same have been enclosed for your information.

Sincerely, City of Pitt Meadows

Kate Barchard Corporate Officer

Enclosure



# CERTIFICATION

I, TANYA BARR, Deputy Corporate Officer for the City of Pitt Meadows, HEREBY CERTIFY that the following is a true and exact extract of the Minutes for the Regular Meeting of the Pitt Meadows City Council held on Tuesday, <u>March 2, 2021</u> regarding the <u>Proposed Lower Mainland Local Government Association Resolution - CP Rail:</u>

"It was MOVED and SECONDED THAT Council approve the following resolution and submit it to the Lower Mainland Local Government Association (LMLGA) for consideration:

A. WHEREAS section 5(e) of the Assessment Act - Prescribed Classes of Property Regulation B.C. Reg. 438/81 mandates that land or improvements used for transporting of products or used for the storage of products are classified as Class 5 Light Industry, but specifically excludes land or improvements held for purposes ancillary to the business of transportation from railway operations;

AND WHEREAS this legislation creates unfair taxation from railway operations because they are reflective of a class 5 Light Industrial use and require high level City service support including Fire Services and road infrastructure use;

THEREFORE BE IT RESOLVED THAT the UBCM urge the Provincial Government to repeal section 5 (e) from the Assessment Act - Prescribed Classes of Property Regulation B.C. Reg. 438/81 in order to create fair taxation from railway operations.

CARRIED."

Deputy Corporate Officer City of Pitt Meadows



# CERTIFICATION

I, TANYA BARR, Deputy Corporate Officer for the City of Pitt Meadows, HEREBY CERTIFY that the following is a true and exact extract of the Minutes for the Regular Meeting of the Pitt Meadows City Council held on Tuesday, <u>March 2, 2021</u> regarding the <u>Proposed Lower Mainland Local Government Association Resolution - Golden Ears</u> <u>Business Park:</u>

"It was MOVED and SECONDED THAT Council approve the following resolution and submit it to the Lower Mainland Local Government Association (LMLGA) for consideration:

- A. WHEREAS section 5 (f) of the Assessment Act Prescribed Classes of Property Regulation B.C. Reg. 438/81 mandates that land or improvements used for transporting of products or used for the storage of products are classified as Class 5 Light Industry, but specifically excludes land or improvements being used principally as an outlet for the sale of a finished product to a purchaser for purposes of his or her own consumption;
- B. AND WHEREAS this legislation creates unfair taxation from industrial parks which are a heavy burden on City infrastructure through heavy trucking activity in movement of product;
- C. THEREFORE BE IT RESOLVED THAT the UBCM urge the Provincial Government to repeal section 5 (f) of the Assessment Act - Prescribed Classes of Property Regulation B.C. Reg. 438/81 to create fair taxation from industrial parks.

CARRIED."

Tanya Barr Deputy Corporate Officer City of Pitt Meadows

1ch 4/21

# Fair Taxation from Railway Operations

## Backgrounder

At the March 2, 2021 Regular Meeting, Council passed a resolution seeking endorsement by the Lower Mainland Local Government Association (LMLGA) regarding ending unfair taxation benefitting CP Rail.

CP Rail is in the business of moving goods for a wide range of industries. The Assessment Act categorizes property held for transporting products as Class 5 Light Industry.

However, the Assessment Act – Prescribed Classes of Property Regulation B.C. Reg. 438/81 section 5 (e) specifically excludes property held for purposes ancillary to business related to transportation from railway operations. The existence of this section results in creating unfair taxation by moving CP Rail property to Class 6 Business.

Recognizing the burden on city services in the provision of Fire Services and road infrastructure, removal of section 5 (e) would result in railway operations being more appropriately included within the Class 5 Light Industry classification. This action would create fairer taxation by including railway activities within the property class more relative to the nature of the operations.

Additional background information may be found in the January 19, 2021 Council Agenda package:

https://pittmeadows.ca.granicus.com/MetaViewer.php?view\_id=2&clip\_id=1208&meta\_id=143

# Fair Taxation from Industrial Parks

## Backgrounder

At the March 2, 2021 Regular Meeting, Council passed a resolution seeking endorsement by the Lower Mainland Local Government Association (LMLGA) regarding ending unfair taxation benefitting Industrial Parks.

Industrial parks are an area zoned and planned for the purpose of industrial development. Also, an industrial park is a more 'heavyweight' version of a business park or office park. The Golden Ears Business Park is a large-scale industrial park in Pitt Meadows. The concentration of industry in an industrial park raises environmental concerns from the heavy transportation volumes as well as the burden on road infrastructure with the constant movement of cargo on semitrailers.

The Assessment Act categorizes property held for transporting products as Class 5 Light Industry.

However, the Assessment Act – Prescribed Classes of Property Regulation B.C. Reg. 438/81 section 5 (f) specifically excludes property being used as an outlet for the sale of a finished product to a purchaser for purposes of his or her own consumption. The existence of this section results in creating unfair taxation by moving Industrial Park operations to Class 6 Business.

Recognizing the burden on city services in the provision of road infrastructure, removal of section 5 (f) would result in Industrial Park operations being more appropriately included within the Class 5 Light Industry classification. This action would create fairer taxation by including industrial park activities within the property class more relative to the nature of the operations.

Additional background information may be found in the January 19, 2021 Council Agenda package:

https://pittmeadows.ca.granicus.com/MetaViewer.php?view\_id=2&clip\_id=1208&meta\_id=143\_659



T 604.514.2800 F 604.530.4371 langleycity.ca

File: 1610.01

March 11, 2021

UBCM member local governments

VIA Email

Dear Mayor and Council:

#### Re: Raise Disability and Income Assistance to a Livable Rate

At its March 8, 2021 Regular Council meeting, the Council for the City of Langley endorsed the following resolution and resolved that it be forwarded to UBCM member local governments, local MLAs and MPs, as well as the Provincial ministers responsible for Social Development, Poverty Reduction, Finance, and Housing, requesting favourable consideration:

**WHEREAS** after many years of frozen income assistance rates and only minimal increases to disability benefits the current Provincial Government increased rates, for single people, by \$150 between 2017 and 2019 but most people who receive disability benefits or income assistance continue to live well below the poverty line; and

**WHEREAS** the Provincial Government added a \$300/month COVID benefit for those receiving disability and income assistance, which temporarily reduced people's risk of losing their housing and increased their access to necessities including food and medical supplies, but as of January 2021 the benefit has been reduced to \$150/month and there is no commitment to provide additional support past March 2021;

**BE IT RESOLVED THAT** the Province of British Columbia permanently reinstate the automatic, \$300/month benefit for people receiving disability benefits and income assistance and move to raise disability and income assistance to a livable rate that is above the market basket measure (MBM).

Background information on this resolution is enclosed for reference.

Yours truly, CITY OF LANGLEY

Kelly Kenney Corporate Officer

Enclosure



# **CITY OF LANGLEY**

# **COUNCIL MEMBER MOTION**

# **RAISE DISABILITY AND INCOME ASSISTANCE TO A LIVABLE RATE** – Mayor van den Broek

# **BACKGROUND:**

For decades B.C. has had one of the highest rates of poverty in the country. As part of a broader Poverty Reduction Strategy, the current Provincial government increased disability and income assistance rates, for single people, by \$150 between 2017 and 2019. Even with these increases most people who receive this assistance continue to live below the poverty line.

In response to the economic hardships of the pandemic, the Federal Government determined that \$2000/month was required to meet a minimum standard of living in Canada. This is significantly higher than what people on disability or income assistance receive per month. In April of 2020 the Province of British Columbia provided an automatic, monthly, \$300 COVID benefit for those receiving disability and income assistance. This significantly reduced people's risk of losing their housing and increased their access to necessities including food and medical supplies but did not raise disability or income assistance rates to or above the poverty line.

A single person on income assistance receives \$760/month and \$1060 with the COVID topup. Someone on disability benefits is eligible for \$1183.42/month or \$1483 with the top-up. These rates do not reflect the cost of living in BC. The current average rent for a one bedroom in Langley is \$1200, forcing people who access assistance to give up basic necessities in order to pay rent. These gaps send an impact across our whole community, creating or worsening other social crises, including homelessness and mental health issues, and lock community members into poverty. As of January 2021, the \$300 monthly top-up has been reduced by half and there is no guarantee of an extension of this top-up past March 2021.

Access to one-time, temporary measures to address gaps in funding, like the Recovery Benefit, are subject to an application process. The application process will be a barrier for those who require additional support to apply. The Provincial government has signaled towards a permanent increase for disability and income assistance. This is welcomed news but reinstating the \$300 top-up, even permanently, would not raise disability or income assistance rates to the poverty line. Ultimately, to eliminate poverty, disability and income assistance must be raised to livable rates that are above the market basket measure (MBM). Community members have shared their significant challenges, poverty and disability groups, locally and across BC, have strongly advocated for this change, Victoria and New Westminster City Council recently passed a similar motion, and Vancouver City



Council passed a motion to raise rates in 2019. We recommend advancing this issue to the Province through the Union of BC Municipalities.

### **MOTION:**

**THAT** Council endorses the following resolution and directs staff to forward copies to UBCM member local governments, local MLA's and MP's, as well as the Provincial ministers responsible for Social Development, Poverty Reduction, Finance, and Housing, requesting favourable consideration:

**WHEREAS** after many years of frozen income assistance rates and only minimal increases to disability benefits the current Provincial Government increased rates, for single people, by \$150 between 2017 and 2019 but most people who receive disability benefits or income assistance continue to live well below the poverty line; and

**WHEREAS** the Provincial Government added a \$300/month COVID benefit for those receiving disability and income assistance, which temporarily reduced people's risk of losing their housing and increased their access to necessities including food and medical supplies, but as of January 2021 the benefit has been reduced to \$150/month and there is no commitment to provide additional support past March 2021.

**BE IT RESOLVED THAT** the Province of British Columbia permanently reinstate the automatic, \$300/month benefit for people receiving disability benefits and income assistance and move to raise disability and income assistance to a livable rate that is above the market basket measure (MBM).

# Lisa Di Tosto 2208 Whistler Ridge Whistler, BC, V8E 0B2

March 28, 2021

Mayor and Council Resort Municipality of Whistler 4325 Blackcomb Way Whistler, BC V8E 0X5

Dear Mayor and Council,

## Re: Whistler BC

I am a property owner in Whistler, and I am writing to you today to voice my concerns regarding the general enjoyment of the resort community.

Our property faces Nita Lake directly and we have clear view of both the public dock and the private Lodge dock. (Yes I have already submitted my letter regarding the proposed development – so will leave that out for now).

While we have owned the property for more than 15 years, I have noticed in the past 2 – 3 years a fast ramp up of traffic and congestion in and around the municipality. I know that tourism is and will always be a huge part of Whistler which is understandable and graciously appreciated. What I AM noticing getting a lot worse though, is the blatant disregard for the community environment.

We are barely able to walk the valley trail without hopscotching all the way along to miss all the dog excrement scattered everywhere. I do notice the Municipality has put out dog waste bag stations lately which is really an excellent move but I wonder if we have any resources for bylaw officers to walk the trail and ticket people who are not in compliance? It is just such a huge problem and only getting worse.

Another problem I am witnessing is the higher winter traffic on Nita Lake while it is frozen. It is like a carnival land out there and likely the same on the other lakes. People bring props and things out onto the frozen lake and leave them out there. Recently we fished pylons off the lake and currently there is a plastic broom laying out there that someone decided to throw onto the lake. I am getting too nervous to go out there to retrieve it now so, unless anyone else braves it, the broom will sink to the bottom of the lake and slowly disintegrate and pollute the waters.

The other day I witnessed a person having a photo op the dock with about 20 helium balloons and then releasing them for a fly away "action" shot. They are now stuck in a 80 foot tree for the next 25 or more years for the wildlife to get tangled in and poisoned by. Another of my neighbours rushed to the dock the other day thinking there was a fire, while it was wedding photos with some sort of toxic smoke bomb for effect. The chemicals settling nicely into snow/ice then melting into lake....

I write today to respectfully ask whether there are any solutions that can come directly from the RMOW? Some hotels in the Municipality have stopped offering bottled water for sale. Can that be a Municipality wide plan? We have the best water in Canada! What about making the Municipality "eco-friendly"? With the ban of single use plastics (HOPEFULLY) coming down the pipe for all of Canada, can Whistler implement its own plan? Can the hotels have strict wedding protocols such as: No glitter, no balloons, no single use plastic decorations? There are many options available for decorations and I am sure some entrepreneurial community members could even start an eco-friendly decorating service that is endorsed by the hotels and restaurants.

In any event, I appreciate your attention to this matter and hope that perhaps, if nothing else, my letter might start a conversation in your offices with a view to addressing a lot of these growing concerns.

Sincerely,

Lisa Di Tosto





# **Marius Miklea**

From: Sent: To: Subject: Joel Nauss Tuesday, March 30, 2021 7:38 AM corporate Northlands Property Use

Mayor and Councillors:

My family has enjoyed being a property owner and seasonal (winter and summer) resident for 20 plus years. Our residence is in the Montebello townhouse property, east of the Northlands property and tennis courts. I understand that a local developer, Beedie Group is planning to develop this space.

As a taxpayer and almost full-time resident, I offer the my comments for the use of this important piece of the RMOW core.

1) relocate the outdoor tennis courts, pickle ball courts and large unsightly tent to Meadow Park where it belongs. This activity area also generates a lot of late evening noise in an otherwise quiet neighbourhood.

2) no high rise hotel, no commercial usage

3) prefer low rise condos/townhouses and allocate a portion for senior/adult living

4) provide a 'nature' oriented path from the Valley Trail to the village to redirect public from Montebello and Granite properties

5) allocate a quiet natural park space for children, pets and seniors to relax, there is no such space in this area.

Thank you,

Joel Nauss,

Rosa Holdings Ltd

4621 Montebello Place

Sent from my iPad

## THE CITY OF VICTORIA



OFFICE OF THE MAYOR

March 10, 2021

Dear Colleagues.

On behalf of Victoria City Council, I am writing today to inform you that Council has voted to endorse the Help Cities Lead campaign and to request that your city consider doing the same. Emissions from buildings account for about 11% of the province's GHG emissions. This is the third highest source of GHG emissions in BC after road transportation (27.1%) and the oil and gas sector (17.6%). For municipalities, GHG emissions from existing buildings account for 40-60% of community emissions. In Victoria, this number is around 50% of our community GHG inventory.

In British Columbia, the regulation of buildings typically occurs at the provincial level. For the past two decades British Columbia has been at the forefront of action and policies taken in Canada to reduce energy use and GHG emissions from buildings. The 2018 CleanBC Plan moved the province further in this direction with key commitments for the building sector such as a net-zero energy building standard by 2032, a building upgrade standard by 2024, and exploring building energy labelling options.

A number of local governments, including Victoria, are keen to take even bolder action, and have set ambitious targets of our own to significantly reduce GHG emissions from buildings over the next 10 years in alignment with climate emergency declarations. The success of the Province in achieving deep emissions reductions from the building sector are directly connected to the success of local governments to achieve their own targets because most buildings are situated within these communities. However, tools currently available to local governments to pursue these ambitious reduction targets are largely limited to information campaigns and incentives. Although helpful, on their own these tools are insufficient to achieve broad and deep energy and GHG reductions given limited budgets.

Help Cities Lead (helpcitieslead.ca) is an education and awareness campaign working to build support for more focused collaboration between the Province of British Columbia and local governments on building climate policy.

The campaign project team identifies five regulatory measures where additional authority would be instrumental for municipalities in accelerating climate action:

1. Regulating GHG emissions for new buildings – the BC Energy Step Code only regulates energy efficiency in new buildings. Leading local governments would also like the ability to regulate GHG emissions from new buildings.

2. Mandatory home energy labelling - In Canada and British Columbia, legislation requires energy labelling for a broad range of consumer products including motor vehicles, furnaces, windows, lightbulbs, and kitchen appliances. However, there are no labeling requirements for the single largest purchase a given Canadian is likely to make—their home.

1 Centennial Square Victoria British Columbia Canada V8W 1P6 Telephone (250) 361-0200 Fax (250) 361-0348 Email mayor@victoria.ca 3. Property assessed clean energy (PACE) financing - programs allow property owners to finance the up-front cost of building energy efficiency upgrades—such as more efficient heating systems, or windows—by paying the costs back over time via a voluntary property tax assessment. The assessment is attached to the property, not an individual; if, and when, the property is sold, the financing carries on with the new owner.

4. Regulating GHG emissions for existing buildings – this would include the development of a new regulation that would set greenhouse gas emissions targets from existing buildings.

5. Mandatory building energy benchmarking and reporting - Energy benchmarking is the process of collecting and monitoring energy data from a large number of buildings over time so that governments and the private sector can compare the performance of any one participating building against similar properties.

Direction to implement the first three of these measures – enabling local governments to regulate GHG emissions for new buildings, home energy labelling, and PACE financing – were included in the ministerial mandate letters issued in November 2020. Help Cities Lead encourages the Province to move as quickly as possible and in close consultation with local governments to develop and implement these measures.

Help Cities Lead would also like the Province to enable local governments to choose, when ready, to opt into the remaining two measures not addressed by the mandate letters – namely, regulating GHG emissions for existing buildings and building energy benchmarking and reporting.

The suite of initiatives is intended to compliment what the provincial government and utilities are already doing in this area and help to lay the groundwork for eventual province-wide adoption of these measures.

These actions would let municipalities, ready to take bolder action on climate. lead the way in regulating emissions in buildings. This would provide a template for action for other jurisdictions and even for provincial regulation in the future.

As such, we are requesting that your city consider endorsing the Help Cities Lead campaign and that you communicate this support directly to the Province by writing to the below Ministers:

- Minister of Environment and Climate Change Strategy, ENV.Minister@gov.bc.ca
- Minister of Municipal Affairs, MAH.Minister@gov.bc.ca
- Minister of Energy, Mines, and Low-Carbon Innovation, EMPR.Minister@gov.bc.ca
- Minister of Finance, FIN.Minister@gov.bc.ca
- Attorney General and Minister responsible for Housing, AG.Minister@gov.bc.ca

Thank you for your time and consideration. Please do not hesitate to reach out should you have any questions regarding this letter.

Sincerel

Victoria Mayor

The City of Victoria recognizes the Songhees and Esquimalt Nations in whose traditional territories we live and work "Hay swx qa"

355 West Queens Road North Vancouver BC V7N 4N5

www.dnv.org



Mayor Mike Little Phone: 604 990 2208 Cell/Text: 604 209 3971 mayor@dnv.org

March 4, 2021 File:

Dear UBCM Members:

#### Re: Help Cities Lead (HCL) Campaign

The District of North Vancouver is sending this letter to you requesting support of the Help Cities Lead (HCL) campaign.

At its regular meeting of February 22, 2021, the District of North Vancouver Council passed the following resolution:

THAT Council support the Help Cities Lead initiative by writing letters to Ministers Heyman (Minister of Environment and Climate Change Strategy), Osborne (Minister of Municipal Affairs), Ralston (Ministry of Energy, Mines, and Low Carbon Innovation), Eby (Attorney General and Minister Responsible for Housing), and Robinson (Minister of Finance) requesting five policy actions which would empower the District of North Vancouver to help align building policy with Intergovernmental Panel on Climate Change (IPCC) science to achieve our climate targets;

AND THAT Council send a letter Metro Vancouver Regional District asking Metro Vancouver to also support the initiative;

AND THAT Council send a letter to all BC Local Governments asking them to support the initiative.

Please find a copy of the letter sent to the ministers attached for your information and consideration.

Sincerely,

Mike Little Mayor

Enclosure

355 West Queens Road North Vancouver BC V7N 4N5

www.dnv.org



Mayor Mike Little Phone: 604 990 2208 Cell/Text: 604 209 3971 mayor@dnv.org

March 3, 2021 File:

The Honourable Minister George Heyman Minister of Environment and Climate Change Strategy

The Honourable Josie Osborne Minister of Municipal Affairs

The Honourable Bruce Ralston Minister of Energy, Mines, and Low Carbon Innovation

The Honourable David Eby Attorney General and Minister responsible for Housing

The Honourable Selina Robinson Minister of Finance

**Dear Ministers:** 

#### Re: Help Cities Lead (HCL) Campaign

The District of North Vancouver is sending this letter to you as an endorsement of the Help Cities Lead (HCL) campaign.

As you are aware, municipalities are on the front lines of climate change dealing with the impacts of floods, droughts, forest fires, heat waves, etc. We directly influence about half of Canada's energy use and emissions. The success of the province in achieving deep emissions reductions from the building sector is directly connected to the success of local governments in achieving their own targets. While municipalities have shown strong climate leadership, expanded regulatory authority is needed for taking bolder steps to achieving our climate targets.

HCL is an education and awareness campaign focused on accelerating building decarbonization through collaboration between the Province of British Columbia and local governments. The group is led by Climate Caucus and supported by local governments and environmental NGO's.

Why buildings? Emissions from buildings account for about 11% of the province's greenhouse gas (GHG) emissions and for municipalities, GHG emissions from existing buildings account for 40-60% of community emissions. A number of BC local governments have made climate emergency declarations and set ambitious targets to significantly reduce GHG emissions from buildings over the next 10 years. However, local governments are largely limited to information

campaigns and incentives for pursuing these ambitious reduction targets. Recent climate policy modelling shows that on their own, these policy tools are insufficient to achieve broad and deep energy and GHG reductions given limited budgets.

HCL campaign recommends a suite of expanded authorities for local governments that will enable communities to take bolder action on reducing GHG emissions from new and existing buildings:

- Property assessed clean energy (PACE) financing
- Mandatory home energy labelling
- Regulating GHG emissions for new buildings
- Regulating GHG emissions for existing buildings
- Mandatory building energy benchmarking and reporting

We are pleased to see that the November 2020 mandate letters to the Ministers of Municipal Affairs and Energy, Mines and Low Carbon Infrastructure support the implementation of PACE financing. We also note that the mandate letter for the Minister of Finance supports home energy labelling. Finally we pleased to see that the mandate letter to the Attorney-General and Minister Responsible for Housing includes support for regulation of GHG emission of new buildings.

We support the directions set out in these new mandate letters regarding PACE financing, home energy labelling, and GHG requirements for new buildings and request that the province empower local governments to opt to take action, if they so choose, on the two remaining items of the Help Cities Lead's campaign, namely GHG requirements for existing buildings and building energy benchmarking. Additional information about each of the initiatives can be found at <a href="https://www.helpcitieslead.ca/">https://www.helpcitieslead.ca/</a>

It is our hope that you would consider meeting with a delegation from Help Cities Lead for further discussion on these initiatives.

Sincerely,

Mike Little Mayor



March 5, 2021

Jack Crompton Mayor, Resort Municipality of Whistler 4325 Blackcomb Way Whistler, BC VON 1B4

Dear Mayor Crompton & Council,

We would like to share with you the exciting results of the 2020 BC Farmers' Market Nutrition Coupon Program in Whistler. BC Association of Farmers Markets (BCAFM) delivers this provincial program and is extremely proud of its deep impact on both people and farmers across BC, particularly at this time during the COVID pandemic.

Over the last year, this valued program connected with 75 communities making fresh, healthy, local foods more accessible to 15,890 British Columbians and directly benefited 940 farmers across British Columbia.

In 2020, a total of \$7,509 was invested directly in Whistler through the Program.

Our partner in your community, the **Whistler Community Services Society** provided lower-income pregnant women, families and seniors with coupons to purchase fresh fruits, vegetables, cheese, eggs, nuts, fish, meat and herbs direct from farmers at your local farmers' market.

As a result, program participants from Whistler ate more local foods, learned about healthy eating, and felt connected to their community. At the same time, the local food system was strengthened with farmers in your community benefitting from additional revenue to sustain their farms.

#### **Our Request To You**

Our community partners, participants and farmers are grateful for this Program in your community. If you agree, we kindly ask you to send a thank you letter to the Honourable Adrian Dix, Minister of Health. Your encouragement and feedback can strengthen support for ongoing funding for the Farmers' Market Nutrition Coupon Program and ensure we continue to build healthier BC communities together.

#### **Opportunity to Meet?**

If you were like to learn more about the Program, the work of your local farmers market and community partners, we would be pleased to organize an online meeting. Please contact the program manager, Peter Leblanc at peter@bcfarmersmarket.org set this up.

We look forward to working with your community again in 2021!

With gratitude,

Heather O'Hara Executive Director BC Association of Farmers' Markets

Vickey Brown President, Board of Directors BC Association of Farmers' Markets

BC Association of Farmers' Markets

208 - 1089 West Broadway Vancouver, BC V6H 1E5 604-734-9797 | bcfarmersmarket.org | bcfarmersmarkettrail.com



377, rue Bank Street, Ottawa, Ontario K2P 1Y3 tel./tél. 613 236 7238 fax/téléc. 613 563 7861

March, 2021

### Subject: Request for Support for Delivering Community Power

Dear Municipal Leaders,

In 2016, the Canadian Union of Postal Workers, with a coalition of allies, launched <u>Delivering</u> <u>Community Power</u> – a visionary program for Canada Post to confront climate change, promote better access to expanded services, bring financial inclusion to unbanked and underbanked communities, and address other social inequalities – all by making the most of our existing public postal service network.

Today, while progress has been made on many of the initiatives in the vision, the situation has become more urgent. Effects of climate change are deadly and are affecting nearly every part of society all around the world. The COVID-19 pandemic has revealed the need for a more equal, more resilient society that prioritizes the health of our must vulnerable neighbours and loved ones, *before* profit. We are relying more than ever on the internet to connect people and to do our business, but rural residents are getting second-class service.

The continuing decline of letters combined with a dramatic rise in parcels from e-commerce makes it plain to see: the postal service has to adapt to a new reality. This is a great opportunity to address multiple problems at once, with a valued public infrastructure that connects everyone in their own community.

Please consider proposing the attached resolution to have your municipality endorse the campaign for expanded services, financial viability, climate action, and – all through leveraging our public postal system. The time is now!

Thank you for your support!

Jan Simpson National President Canadian Union of Postal Workers

//dn cope 225

CLC/CTC - FTQ - UNI



#### MAILING INFORMATION

Please send your resolution to: Anita Anand, Minister of Public Services and Procurement, Rm 18A1, 11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5

Please send copies of your resolution to:

Jan Simpson, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3

Your Member of Parliament. You can get your MP's name, phone number and address by calling 1-800 463-6868 (at no charge) or going to the Parliament of Canada website: https://www.ourcommons.ca/Members/en

Please save this document using the name of your organization or municipality in the document's name.

//dn cope 225
# SUPPORT DELIVERING COMMUNITY POWER

Whereas there is an urgent need for banking services among the unbanked or underbanked, given that thousands of villages and rural municipalities do not have a bank branch and more than 900 municipalities have expressed their support for postal banking;

**Whereas** thousands of Canadians do not have access to affordable high-speed Internet, and the federal government has long promised to bridge the rural broadband gap;

Whereas urgent action is needed to establish a robust network of electric vehicle charging stations;

**Whereas** to achieve carbon-neutral targets by 2050, Canada Post must greatly accelerate the electrification of its fleet;

**Whereas** the extensive network of post offices in our communities can provide a wide range of services as community hubs;

**Whereas** Canada Post's letter carriers and RSMCs can check-in on vulnerable residents to help keep us in our homes longer as we age;

Whereas Canada Post must play its part for a more equitable post-pandemic recovery;

**Whereas** "The Way Forward for Canada Post," the report of the 2016 federal public review of the postal service, recommended that Canada Post expand services and adapt its services to the changing needs of the public;

**Whereas** the Canadian Union of Postal Workers has advanced *Delivering Community Power*, a vision of the post-carbon digital-age postal service that address the above needs and more;

# Be it resolved thatendorse DeliveringCommunity Power, and write to the Honourable Anita Anand, Minister for PublicServices and Procurement, with its rationale and a copy of this resolution.



# Whistler Community Church – Building Project

Dear Mayor and Council,

Further to my letter that was reviewed at the August 18, 2020 Council Meeting, I am writing again to ask Council to review the Building and Development Fees charged for this project.

Following the last letter, Council referred this matter to the Chief Administrators Office for review. In January I received a reply from Ms Cullen indicating that although it is without doubt that this facility will "provide significant value to our community", the program that provided relief to the Catholic Church & Millennium Place (the "grant-in-aid program) no longer exists, therefore the only available avenue for support is the CEP program.

The issue is that CEP is not intended to cover large development fees on real estate projects, rather it is intended to help Non-Profits with their operations. None of the Non-Profits benefitting from the CEP are providing Community Real Estate like Whistler Community Church will be providing, therefore our request is not comparable to the other CEP requests.

The only precedent that I have been able to find of Non-Profits building physical real estate with "Community Usage" covenant restrictions are the projects that I referenced in my previous letter, The Catholic Church and Millennium Place. Both of those projects benefited from Grant-In-Aid requests that equated to the amounts of their building and development permit fees. We are simply asking that the RMOW treat the Whistler Community Church project with the same treatment that was provided to these other Non-Profit Real Estate projects.

In Ms Cullen's response, she compared this project to Affordable housing projects who are charged development fees, however that is not a reasonable comparison as those projects are selling or renting out all the real estate to cover their costs. The Whistler Community Church will make some space available for rentals, however as a Non-Profit we are prohibited to generate more than 1/3<sup>rd</sup> of our operating budget in rental<sup>254 of 266</sup>

revenue, so to compare our "Non-Profit" Community project to "for profit" Affordable Housing Project is not an "apples to apples" comparison.

Ms Cullen also referenced that when Council approved the Development Permit for this project on 21<sup>st</sup> April 2020, we had indicated that the project budget would cover the development permit fees. That was my mistake, at that time I naively thought the RMOW would treat our project the same way that the Catholic Church and Millennium Place had been treated, it is only after the ~\$80K in development fees were charged (and paid by us) that I contacted Council to review why we were being treated differently to these equivalent projects and found out about the Grant-In-Aid process and it being discontinued.

The Whistler Community Church is investing over \$4M into the local economy, using local builders to construct this building during the pandemic. We are investing in the long-term future of Whistler, to provide a space that can be used by the Community as well as by the Church.

As a requirement of the RMOW rezoning process, the Church built a Bus Shelter in Alpine Meadows, in addition we have paid property tax on this vacant block of land for 20 years. We have followed every process the RMOW has requested and in the Fall of 2021 we look forward to welcoming Whistler into the Whistler Community Church building.

Our request is that Council treat this project the same way that the Catholic Church and Millennium place Real Estate projects were treated and that you provide relief on the ~\$80K in RMOW development permit fees that were charged to us.

We appreciate your review and consideration to this request. If you have any questions, please contact me on

Kind regards,

Craig Allars

7333 Toni Sailer Lane, Whistler, V8E0E3





#### Mayor and Council,

I'm working with Whistler-based Alzheimer's Society volunteers and Arts Whistler, to present a fantastic event on Friday June 18, 2021.

A Catwalk Down Memory Lane Fashion Show will feature dozens of Whistler faces and fashions, celebrating 70 years of clothing styles (from the 1950s to today), all in support of the Alzheimer's Society of BC. Fashions and memory are intrinsically linked – so we're raising funds to help with an illness that robs folks of their memories, and we'll make some new, fun memories in the process!

# I'm reaching out to see if you would participate in the show as a model? Celebrating through the decades promises to bring back memories., through fashion and style. I hope you will join us.

In these strange COVID times, this is the perfect activity to celebrate the arrival of summer 2021! The fashion show will stream LIVE online at 7:00pm on Friday June 18, 2021 from the Maury Young Arts Centre stage.

#### Your commitment would require you to:

- Submit size information to our Fashions coordinator
- Be available for a rehearsal on Wednesday June 16th at 7:00 p.m.
- Be available for the live show on Friday June 18th from 7pm to 9pm
- Be willing to have fun, walk stylishly or silly (e.g. John Cleese, Minister of Silly Walks) and help out a really
  important cause.Our commitment to you:
- Rehearsals and show in a COVID-safe environment with strict safety protocols and safe distancing built-in to the experience.
- Fashions can be provided for you BUT if you have fashions from the 1950s through to today from the
  categories of 1) business; 2) leisure; or 3) sport (ski, etc.), we would be thrilled to have you wear these in the
  show.
- We will connect you with our Fashions coordinator if you wish to contribute personal wear for the show.
- All fashions will be returned following the show.

Please let me know by end of March.. if you will be able to participate. We welcome any and all suggestions to make this fashion show fundraiser and huge success., not only for Alzheimer Society but also for the Community. We have some very senior members who have contributed greatly and generously for many years and we wish to honour them on this occasion. I truly hope you will support the date. OMG you could dress as Whistler Council in Covid times, I will send you a wonderful suit made with tape and glue of paper masks, Who would have thought such great ideas could come from a Pandemic year. Voila. Cheers to you all for a wonderful safe Whistler year. You all did well in keeping our Community Safe and Happy. I personally will be sad when I have to really work again.

Please let me know either way. Thanks for your consideration.

Sincerely,

Erika Durlacher 604 932 1924

walkforalzheimers.ca.

20 Eglinton Avenue West, 16th Floor Toronto, Ontario M4R 1K8





March 17, 2021

Resort Municipality of Whistler

Dear Mayor and Council,

As May marks both Melanoma and Skin Cancer Awareness Month and the beginning of summer, it is imperative that communities across Canada be reminded of the importance of sun safety at this time of the year. In order to keep your citizens aware, informed, and vigilant about the potential risks of over-exposure to UV radiation, we ask that you, as a mayoral body, **publicly proclaim May as Melanoma and Skin Cancer Awareness Month in your municipality**.

Over-exposure to UV radiation is the leading cause of melanoma and non-melanoma skin cancers. Though skin cancers should be largely preventable, their diagnosis rates are increasing. Skin cancer is the most common of all cancers. **1 in 6 Canadians born in the 1990s will get skin cancer in their lifetimes.** There are more new cases of skin cancer each year than the number of breast, prostate, lung and colon cancers COMBINED. While most forms of non-melanoma skin cancer can be surgically removed, melanoma is an aggressive form of cancer. The five-year relative survival rate of melanoma that has metastasized is 18%.

Despite these figures, many people seek sun without taking the advisable precautionary measures, or believe that only severe burns contribute to one's risk of skin cancer. In fact, **any darkening of skin colour, including a tan, is indicative of UV damage.** 

Mayor of New Westminster, B.C., Jonathan Coté, has committed to proclaim May 2021 as Melanoma and Skin Cancer Awareness Month, and challenges other municipalities to follow his example by promoting sun safety, skin cancer awareness, and early detection information among their populations.

"People are spending more time outside now than ever and it's crucial that more be done to educate people on the importance of sun safety. This is why as Mayor of New Westminster, I'm happy to support this important initiative and challenge all municipalities to do the same." - Mayor Jonathan Coté

If you choose to make the proclamation, Save Your Skin Foundation will provide you with an online resource package providing information on these matters and a certificate recognizing your municipality's efforts.

Save Your Skin Foundation is a Canadian non-profit registered charity founded by North Vancouver resident and melanoma survivor Kathleen Barnard. It is dedicated to the fight against non-melanoma skin cancers, melanoma and ocular melanoma through nationwide education, advocacy, and awareness initiatives like this one.

Thank you for your consideration. We look forward to working with you.

Sincerely,

KathleenBarnard

Kathleen Barnard, Founder and President Save Your Skin Foundation

From:	Erin Marriner
Sent:	Tuesday, March 30, 2021 9:49 AM
То:	corporate
Subject:	FW: June is PTSD Awareness Month, Post Traumatic Stress Disorder

From: info Sent: Tuesday, March 30, 2021 9:32 AM To: Erin Marriner Subject: Fw: June is PTSD Awareness Month, Post Traumatic Stress Disorder

From: Debbie White Sent: Saturday, March 27, 2021 8:01 AM To: mayor@victoria.ca; mayorandcouncil@viewroyal.ca; MayorandCouncil@westvancouver.ca; info; dwango@whistler.ca; whiterockcouncil@whiterockcity.ca; mayor@williamslake.ca Subject: June is PTSD Awareness Month, Post Traumatic Stress Disorder

Dear Honorable Mayor;

June is Awareness Month for Post Traumatic Stress Disorder (PTSD). We respectfully urge you to use the Proclamation below to declare your city support. We have also included the PTSD Assessment form which we urge you to send to heads of your local police services, fire department and hospitals. PTSD can affect all ages, children through to seniors. Sincerely, Debbie White President and Mother of Son with PTSD

## PROCLAMATION

June is Awareness Month for Post Traumatic Stress Disorder (PTSD) In Recognition of PTSD Awareness

Whereas, June has been declared as PTSD Awareness Month each year around the world; and

Whereas, for centuries we have recognized post traumatic stress disorder; and

Whereas, PTSD can affect all ages, children through to seniors: and

Whereas, treatment for PTSD is available; and

Whereas, it is up to each of us to know that the PTSD Assessment form is a major tool to seek medical assistance; and

Whereas, PTSD Awareness Month urges all to seek help for those who may have PTSD requiring

medical assistance; and

NOW THEREFORE, I, Mayor ... of ..., by virtue of the authority vested in me as Mayor of the City of ...., do hereby proclaim June as PTSD Awareness month in our city and encourage the residents of .... to actively learn about the PTSD Assessment form written by the Centre for PTSD Research as a tool to assist those affected by PTSD to obtain medical assistance.

IN WITNESS THEREOF, I have set my hand and caused the Seal of the City of ... to be affixed this ... day of ..., 2021.

Mayor

## **PTSD Assessment Form**

You can complete this form and print it for easy reference. When you exit the form, the information will be deleted.

Below is a list of problems and complaints that people sometimes have in response to stressful life experiences. Please read each one carefully. Then enter the appropriate number in the right-hand column to show how much you have been bothered by that problem in the **last month**.

#### 1 = Not at all 2 = A little bit 3 = Moderately 4 = Quite a bit 5 = Extremely

Repeated, disturbing memories, thoughts, or images of a stressful experience from the past.

Repeated, disturbing **dreams** of a stressful experience from the past.

Suddenly acting or feeling as if a stressful experience were happening again (as if you were reliving it).

Feeling very upset when something reminded you of a stressful experience from the past.

Having **physical reactions** (e.g., heart pounding, trouble breathing, sweating) when **something reminded you** of a stressful experience from the past.

Avoiding **thinking about or talking about** a stressful experience from the past or avoiding **having feelings** related to it.

Avoiding activities or situations because they reminded you of a stressful experience from the past.

Trouble remembering important parts of a stressful experience from the past.

Loss of interest in activities that you used to enjoy.

Feeling distant or cut off from other people.

Feeling emotionally numb or being unable to have loving feelings for those close to you.

Feeling as if your **future** will somehow be **cut short**.

Trouble **falling** or **staying asleep**.

Feeling irritable or having angry outbursts.

Having difficulty concentrating.

Being "super-alert" or watchful or on guard.

Feeling **jumpy** or easily startled.

To find your score, add up the numbers you entered. If your score is: 0 - 16 = No symptoms of PTSD. 17 - 20 = No to minimum symptoms of PTSD. 21 - 29 = Mild symptoms of PTSD. 30 - 49 = Moderate symptoms of PTSD. 50 - 86 = Severe symptoms of PTSD.

Source: Weathers FW, et al. (1994). PCL-C for DSM-IV. Boston: National Center for PTSD, Behavioral Science Division.

From: Sent: To: Subject: Attachments: Email Upgrade Monday, March 15, 2021 12:38 PM corporate light bridge request 2021 TNNME LETTER.docx; 2021 Whister Form.pdf

PLEASE FIND YOUR FORM ATTACHED

The world is in so much turmoil in the last and current year. So many people have lost loved ones and friends. And I offer my sympathies to all. Please be well and safe.

October 7th International Trigeminal Neuralgia day. Our 2021 Light up Teal illumination initiative is to bring light and awareness to the World Health Organization by asking them to please add Trigeminal Neuralgia to their "Health Topic List" of illnesses which will expand awareness, grant access to further resources, and create opportunities for funding research for Trigeminal Neuralgia and Facial Pain Disorders.

Canadian Trigeminal Neuralgia Assoc (CATNA) support group, supports TNNME in the lighting up of buildings, bridges, all over the world. We go out to dinner, wear teal/blue clothing, ribbons to celebrate on October 7th. Please help us bring awareness for those who suffer from Trigeminal Neuralgia. Perhaps you even know someone who has tn and they have not been diagnosed. 10 percent of MS patients will be diagnosed with TN.

TN patients are likely to be in so much pain they can't speak, work, or socialize with others. Loss of friends because of not understanding TN is depressing for those who have TN. Please help bring awareness by announcing our International day, wear teal/blue to support awareness for TN. PLEASE HELP LIGHT UP THE WORLD IN TEAL/BLUE FOR AWARENESS!! If you are not able to light up buildings for us, perhaps you could put us on your social media sites.

#### From Kathy Somers

Group Leader Canada TNA (CaTNA) www.catna2.ca Toronto/Ontario area/ and Newmarket TnNME Canada Regional Manager Lighting up campaign for TN October 7th

"TOGETHER WE WILL END THE PAIN"



#### Landmark Lighting Request Form

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

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

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

Contact Name	kathy somers	
Organization	TNNME Trigeminal neuralgia & me	
Business Address	248 Currey Cres	
City, Province and Postal		
Code	Newmarket, Ont. L3Y 5M9	
<b>Business Phone Number</b>	905-853-9849	
Business Email		
Website Address	http://www.tnnme.com	
Brief description of the	http://www.thhme.com	
event associated with	We are an international group bringing awareness to a rare nerve disorder called	
your request	trigeminal neuralgia. (chronic face pain (see our web page for more info. www.tn	nme.com
	We want to bring awareness about TN to help others and let them know they ar	e not alone
	TN people quite often can't speak, go out ,or work because of the pain. it is a	change in lifestyle
	There is help through others that have TN and experience their pain.	
Landmark Choice	Fitzsimmons Covered Bridge	
what ever is available		
Date of event	October 7, 2021	
Colour Request	BLUE	

Signature: \_\_\_\_\_\_\_ kathleen somers kathleen somers

Date: March 15/2021

From: Sent:	Ariana Ranjbar <ariana.ranjbar@lupuscanada.org> Thursday, March 18, 2021 12:13 PM</ariana.ranjbar@lupuscanada.org>
То:	corporate
Subject:	Lupus Awareness Month
Attachments:	landmarklightingrequestform.pdf; ATT00001.htm; image001.png; ATT00002.htm

Hello,

I am contacting you on behalf of Lupus Canada. Lupus Canada is the only national organization focused on lupus research, advocacy, awareness and education in Canada. No other organization provides a bigger opportunity to make an impact on lupus and those who live with it.

We pride ourselves in building and maintaining a strong community of individuals who support our cause and are interested in lupus awareness and advocacy. Through this community, we are able to promote healthy lifestyle choices for lupus patients, such as monthly dietician-approved recipes, as well as inform caregivers of the importance of their role. With more than 7,000 email subscribers to our monthly e-newsletter and over 4,100 members on a moderated online Facebook group, we are able to hear directly from the patient themselves regarding what they need most from us and external health care providers.

We're putting the spotlight on the many faces of lupus through initiatives. We are working tirelessly to provide reliable resources and foster awareness among Canadians about lupus. Due to the multi-faceted nature, lupus is not an easily recognizable disease and does not lend itself to be widely known by the public. It is therefore necessary to provide knowledge and create awareness among Canadians.

We are looking for passionate individuals to assist us with engaging with our communities and provinces across Canada to promote lupus and advocate for lupus patients!

With lupus awareness month in May we have several initiatives including World Lupus Day on May 10<sup>th</sup> and Put On Purple day on May 15<sup>th</sup> taking place. We would like to propose to have the Fitzsimmons Covered Bridge be Illuminated in Purple on May 10th for World Lupus Day. It is our hope that by lighting the CN Tower, Niagara Falls, The Skylon Tower, the Calgary Tower and more, we can create awareness for this debilitating disease. These dates are crucial to supporting those who live with lupus, as well as, fighting to create more resources for those in need.

Please let us know your thoughts. If you need more information on lupus please feel free to visit our website <u>https://lupuscanada.org/living-with-lupus/</u>. We welcome the opportunity to further discuss this opportunity in greater detail with you at your earliest convenience.



#### Landmark Lighting Request Form

Please complete the form and scan/email to <u>corporate@whistler.ca</u> along with your cover letter addressed "To Mayor and Council" with information regarding your campaign or cause. We will contact you to confirm the status of your request.

Contact Name	Ariana Ranjbar
Organization	Lupus Canada
Business Address	PO Box 8, LCD 1
City/Province/Postal Code	Newmarket, ON L3Y 4W3
<b>Business Phone Number</b>	1-800-661-1468
Business Email	ariana.ranjbar@lupuscanada.org
Website Address	https://lupuscanada.org/about-us/
Brief description of the event associated with your request - 75 words or less (Information here will be used for communications and the sign on the bridge. RMOW will edit copy if necessary.)	Lupus Canada is thrilled to announce that next month is Lupus Awareness Month. This month allows advocates to recognize World Lupus Day on May 10th and spread awareness through Put on Purple Day on May 15. These dates are crucial to supporting those who live with lupus, as well as, fighting to create more resources for those in need.
Optional: Social Media Campaign Title (include hashtags)	Lupus Canada Campaign of Hope #lupuscanadacares #letstalklupus
Landmark Choice	X Fitzsimmons Covered Bridge
Date of Event	May 10 2021
Colour Request	Purple

	Internal	
Signature:	UN MODAHUE	
Date: March	18th 2021	

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



#### Landmark Lighting Request Form

Please complete the form and scan/email to <u>corporate@whistler.ca</u> along with your cover letter addressed "To Mayor and Council" with information regarding your campaign or cause. We will contact you to confirm the status of your request.

Contact Name	Kim Angel
Organization	The Canadian Society for Mucopolysaccharide and Related Disorders Inc.,
Business Address	218-2055 Commercial Dr,
City/Province/Postal Code	Vancouver, BC V5N 0C7
Business Phone Number	6049245130
Business Email	kimangel@mpssociety.ca
Website Address	http://www.mpssociety.ca/
Brief description of the event associated with your request - 75 words or less (Information here will be used for communications and the sign on the bridge. RMOW will edit copy if necessary.)	Every year May 15 is observed internationally, to raise awareness against the rare disease, mucopolysaccharidoses (MPS). MPS are rare genetic disorders in children and adults caused by the absence of a specific enzyme. The Canadian Society for Mucopolysaccharide and Related Diseases Inc. (The Canadian MPS Society), founded in 1984, serves all Canadians affected by MPS and related diseases through support, education, advocacy and by advancing research. Knowing the signs and symptoms can help identify and diagnose individuals living with MPS. By raising awareness on MPS Awareness Day, the international community fights to accelerate early diagnosis, access to the care and treatment.
Optional: Social Media Campaign Title (include hashtags)	Facebook: @CanMPSSociety Instagram: @canadian.mps.society Twitter: @CanMPSSociety Hashtags: #CanMPSSociety #NBS4MPS #ChasetheSigns #MPSday
Landmark Choice	X Fitzsimmons Covered Bridge
Date of Event	15 May 2021
Colour Request	• Blue - #074f8d, R – 7, G – 79, B 141 • Yellow - #fcb813, R – 252, G – 184, B – 19

Signature: \_\_\_\_

Digitally signed by CanMPS Society Date: 2021.03.30 11:28:35 -07'00'

Date:

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

From:	Priyadharshini Ramakrishnan <priya@mpssociety.ca></priya@mpssociety.ca>
Sent:	Tuesday, March 30, 2021 12:08 PM
То:	corporate
Cc:	Kim Angel
Subject:	Landmark Lighting Request for International MPS Awareness Day, May 15
Attachments:	landmarklighting request form KA.pdf

To Mayor and Council,

We are writing to request the lighting of Fitzsimmons Covered Bridge on the International MPS Awareness Day, May 15. Mucopolysaccharidoses are rare genetic disorder affecting 1 in 25,000 Canadians, most of whom are children.

The Canadian Society for Mucopolysaccharide and Related Diseases Inc. (The Canadian MPS Society), founded in 1984, serves all Canadians affected by MPS and related diseases through support, education, advocacy and by advancing research. We are the only national non-profit organization in Canada, supporting Canadians affected by this disease. Quite often, we are the first point of contact for external support outside treating physicians and caregivers. We strive to empower patients and families with educational materials, support networks, financial assistance and comfort in knowing that they are not alone in their journey and that we are here to help, in every way that we can.

By shining the lights of hope, we would like to get the attention of Canadians towards this rare genetic condition and give voice for those affected. With this request, I am sharing with you the application form duly signed by our Executive Director, Kim Angel.

We look forward to your support in raising awareness for MPS in Canada.

Thank you

Sincerely, **Priyadharshini Ramakrishnan** Special Projects Coordinator Canadian MPS Society Vancouver, BC Toll-Free: 1.800.667.1846 <u>www.mpssociety.ca</u>

Give the Gift of Hope www.mpssociety.ca/donate