



RESORT MUNICIPALITY OF WHISTLER

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STAFF REPORT TO COUNCIL

PRESENTED: May 12, 2026 **REPORT:** 26-040
FROM: Planning Department **FILE:** 3900-20-2507/2438
SUBJECT: ZONING AMENDMENT BYLAW (1000 ALPHA LAKE ROAD) NO. 2507, 2026 AND
HOUSING AGREEMENT BYLAW (1000 ALPHA LAKE ROAD) NO. 2438, 2026

RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATIONS

That Council consider giving first, second and third readings to “Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026”; and

That Council consider rescinding third reading and giving third reading, as revised, to “Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2024”.

PURPOSE OF REPORT

This report seeks Council consideration of first, second and third readings for “Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026” (Zoning Amendment Bylaw) and Council consideration to rescind third reading and consider third reading as revised to “Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2024” (Housing Agreement Bylaw).

The Zoning Amendment Bylaw will amend the Industrial Service Five (IS5) Zone in “Zoning and Parking Bylaw No. 303, 2015” (Zoning Bylaw), a site-specific zone applicable to a portion of the lands located at 1000 Alpha Lake Road, to:

- Add local service commercial as an additional permitted use;
- Update the density limits for specific permitted uses to ensure a mixed-use development;
- Add an on-site parking requirement specific to the IS5 Zone; and
- Add a definition of employee specific to the IS5 Zone to also include persons employed by the Lílwat Nation or its related entities.

The Zoning Amendment Bylaw will also amend the Zoning Bylaw to permit the retail sale of packaged liquor on the portion of 1000 Alpha Lake Road that is zoned IS5.

The Housing Agreement Bylaw will enable the Resort Municipality of Whistler (RMOW) to enter into a housing agreement and covenant for the proposed 72 employee housing units located at 1000 Alpha

Lake Road. The definitions and terms are consistent with RMOW employee housing policies and standard terms, with the addition that employees also include persons employed by Lílwat Nation or its related entities.

Information Report

Administrative Report (Decision or Direction)

DISCUSSION

Background

1000 Alpha Lake Road is located at the entrance to Function Junction and is owned by the Lílwat Nation (see Appendix A – Location Map). The Zoning Amendment Bylaw and Housing Agreement Bylaw apply to the portion of the subject lands identified in Appendix A.

The proposed development of the subject lands was approved by Council on [June 11, 2024](#) under Development Permit (DP) DP001961 ([Administrative Report No. 24-061](#)) for a mixed-use employee housing and light industrial/commercial service development. On the same date, Council give first, second and third readings to the Housing Agreement Bylaw.

However, in the fall of 2024 the Lílwat Nation requested to be permitted to house employees of the Lílwat Nation and its related entities in the development, and in response to their request staff initiated preparation of the Housing Agreement Bylaw presented in this report. While this was underway, the Lílwat Nation further proposed to expand the permitted uses on the site to allow a grocery store and a wider range of retail uses, and on July 22, 2025 they submitted rezoning application RZ001195 for such.

Analysis

Zoning Amendment Bylaw

The Zoning Amendment Bylaw will amend the Industrial Service Five (IS5) Zone, a site-specific zone applicable to a portion of the lands located at 1000 Alpha Lake Road. The Zoning Amendment Bylaw will also amend Schedule D of the Zoning Bylaw to permit the retail sale of packaged liquor on the portion of 1000 Alpha Lake Road that is zoned IS5. Currently, the IS5 Zone permits a range of light industrial, service commercial, restaurant and limited retail, office, personal services, and indoor recreation uses, as well as employee housing.

The Zoning Amendment Bylaw will amend the IS5 Zone as follows:

- Add local service commercial as an additional permitted use;
- Update the density limits for specific permitted uses to ensure a mixed-use development;
- Add on-site parking requirement specific to the IS5 Zone; and
- Add a definition of employee specific to the IS5 Zone also include persons employed by the Lílwat Nation or its related entities.

A red-line version outlining the amendments to the IS5 Zone is attached to this report as Appendix B.

The following provides an analysis of the amendments.

Addition of Local Service Commercial

Local service commercial is defined in the Zoning Bylaw as “...retail grocery store, florist, video/cable store, postal outlet, coffee shop, retail packaged liquor sales, pet food sales or pharmacy.”

The proposed addition of local service commercial is considered generally consistent with the existing permitted uses, while also offering greater latitude and flexibility in tenanting the space, and offering needed retail choices and services in Function Junction and the adjacent and growing Cheakamus Crossing neighbourhood. The ability to offer local service commercial at this location will provide a walkable alternative to meet many of the daily needs of residents, improving community completeness, and will also allow greater convenience for both residents and visitors of the Function Junction and Cheakamus Crossing neighbourhoods.

Density limits for specific permitted uses

The IS5 Zone has strict limits on specific types of uses, including office, restaurant and retail/rental. The Zoning Amendment Bylaw will maintain the overall maximum floor space ratio of 0.5 for development in the IS5 Zone, but will amend the density limits for specific permitted uses as follows:

- Add that residential gross floor area shall comprise a minimum of 65 per cent and a maximum of 75 per cent of the total gross floor area; and non-residential gross floor area shall comprise a minimum of 25 per cent and a maximum of 35 per cent of the total gross floor area. This will ensure a mixed-use development as intended and as proposed under issued DP001961.
- Increase the maximum gross floor area limit for a restaurant from 95 m² to 375 m² for greater flexibility.
- Delete the current specific maximum gross floor area limit for ground level retail or rental to allow greater flexibility within the minimum and maximum ratio established under the first point above.

On-Site Parking Requirement Specific to the IS5 Zone

The addition of a grocery use and the potential for sales of packaged liquor result in a higher parking requirement than was originally planned for. The Zoning Amendment Bylaw proposes to reduce the parking requirement for the residential component to one space per unit, which has the effect of making more spaces available for the non-residential parking needs without having to add additional parking spaces. In conjunction with the reduction in residential spaces, the Zoning Amendment Bylaw will establish a specific minimum requirement for each of the residential and non-residential parking spaces and allow a number of 'flex' parking spaces to be used for either.

Specifically, a total of 141 spaces will be required, and of those a minimum of 72 must be reserved for residential use, a minimum of 42 spaces must be available for non-residential use, and the remaining 27 spaces can be used for either residential or non-residential use. The applicant has indicated that they will monitor the actual use and will add restrictions on the 27 spaces as needed, but that at no time will there be fewer than one space available per residential unit, or fewer than 42 spaces available for non-residential uses.

Staff note that the reduction in the number of residential spaces to be equal to one space per unit is consistent with other recent employee housing developments in Cheakamus Crossing as well as SSMUH regulations, and that this location is well served by transit and other transportation modes.

Employee Definition

The Zoning Bylaw defines employee as "...an individual either employed or self-employed and whose place of employment is situated in the boundaries of the Resort Municipality of Whistler [(RMOW)] and includes an individual who has ceased active employment but who was employed or self-employed within the boundaries of the Municipality for five of the six years prior to ceasing employment".

This has been interpreted to mean that if the employer does not have a business address that is within the boundary of the RMOW, employees of that business would not meet the criteria to be considered employees for the purpose of the Zoning Bylaw, and consequently for the purpose of eligibility for employee housing as per the Zoning Bylaw. In the case of the Lílwat Nation businesses, they have noted that although they operate business entities that run out of Whistler, the business address is in Mount Currie as that is the location of the Lílwat Nation administrative offices; thus, employees of those businesses are not eligible for employee housing as per the Zoning Bylaw. The Zoning Amendment Bylaw adds a definition of employee specific to the IS5 Zone, to also include persons employed by the Lílwat Nation or its related entities.

This revision is consistent with the goals, objectives and policies under Chapter 3 of the Official Community Plan (OCP). This analysis is further elaborated in the Policy Consideration section below.

Addition of location to Schedule D – Liquor Sales

The applicant has indicated that they wish to seek a liquor store tenant. While the sale of liquor is permitted under the local service commercial use, the Zoning Bylaw further regulates the retail sale of packaged liquor under Part 4, section (9) which states that the retail sale of packaged liquor is permitted only at locations identified in Schedule D to the Zoning Bylaw, and only as listed under the “Permitted Sales” heading for that location.

Sales of liquor are regulated by the province, and before being permitted to sell liquor a provincial liquor licence is required. In addition, the RMOW has established [Council Policy G-17: Municipal Liquor Licensing Policy](#) (Policy G-17) which establishes a framework for municipal policy and decisions regarding liquor sales, service, licensing and consumption. Policy G-17 establishes guiding principles for licencing decisions and sets out that zoning for retail sale of packaged liquor should be evaluated against the guiding principles. A review of this site in the context of the Guiding Principles under Policy G-17 is attached as Appendix C. The review finds that, subject to consideration of a specific licence application, the retail sale of packaged liquor at this site does not appear to present a significant risk of negative impacts to the community.

If the amendment to Schedule D is not made at this time and a new application for a liquor licence that includes the retail sale of packaged liquor (including sales from a brew pub or similar) is made, it will require a future zoning amendment. This proposed Zoning Amendment Bylaw will add the site address to Schedule D in anticipation of a future liquor licence application to the Province and will alleviate the need for a future rezoning by the municipality. Staff note that any future licence application must be approved through the provincial licencing process.

Housing Agreement Bylaw

The Housing Agreement Bylaw is presented for Council consideration for third reading as revised. Similar to the previous readings, the purpose of this bylaw is to amend the original housing agreement to reflect the revised development proposal and to update definitions and terms that were outdated. This version of the proposed Housing Agreement Bylaw also seeks the addition of an updated definition of employee to include employees of the Lílwat Nation and its related entities. A red line version outlining the updates since third reading is attached as Appendix D.

The Housing Agreement Bylaw as revised will ensure that the development proposed for 1000 Alpha Lake Road facilitates the creation of employee housing in perpetuity as aligned with current municipal policies and goals for employee housing.

The Housing Agreement Bylaw will make the following changes to the bylaw as it was at third reading:

- add the text in italics below to the definition of employee:
“Employee” means an individual who is either employed or self-employed for an average of at least 30 hours per week on an annual basis by a Qualified Whistler Business; *or employed for an average of at least 30 hours per week on an annual basis by the Lílwat Nation or its related entities as identified in Schedule “C” or as notified in writing by Lílwat Nation to the Municipality from time to time (“Related Entities”)*, and is legally permitted to work in Canada;
- add the terms in italics below to the list of acceptable supporting documents that may be requested in support of the statutory declaration that declares that the employee unit is being occupied in accordance with the housing agreement:
 - Letter of employment from a Qualified Whistler Business or the *Lílwat Nation or its Related Entities*, or
 - Government-issued personal identification, including driver’s licence, BCID card, British Columbia Services Card, Homeowner’s Grant, or *Certificate of Indian Status Card*.
- Other typographical or grammatical corrections / alterations.

POLICY CONSIDERATIONS

Relevant Council Authority/Previous Decisions

Council’s authority to consider and adopt a zoning amendment bylaw is established in the *Local Government Act* (LGA).

Section 483 of the LGA provides the authority for local governments to enter into agreements for affordable housing that restrict the occupants and address matters including the form of tenure, rents and leases, and administration and management of the housing units.

[June 11, 2024, Administrative Report No. 24-061](#): DP1961 - 1000 Alpha Lake Road – Additional Employee Housing and Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2024

[May 14, 2024, Minutes: Item 9.5](#): Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2436, 2024 - Adopted

[April 9, 2024, Administrative Report No. 24-037](#): Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2436, 2024 and DP001961 – 1000 Alpha Lake Road – Additional Employee Housing

2023-2026 Strategic Plan

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

Strategic Priorities

Housing

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

Climate Action

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

Community Engagement

Strive to connect locals to each other and to the RMOW

- Smart Tourism

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

- Not Applicable

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

Community Vision and Official Community Plan

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

The subject property is designated Industrial Service Commercial – Function Junction in the OCP Land Use Map. The Zoning Amendment Bylaw is consistent with the land use designation and is also consistent with the goals, objectives and policies of the OCP, particularly with respect to reconciliation (Chapter 3), growth management (Chapter 4), and Land Use and Development (Chapter 5), as elaborated in the table attached to this report as Appendix E.

The use of housing agreements by way of a Housing Agreement Bylaw is an essential tool in achieving the RMOW's OCP goals and objectives related to securing and maintaining affordable employee housing for the Whistler resort community. The following OCP policies also provide guidance for the development of these agreements:

5.1.3.2. Policy: Use housing agreements, covenants and bylaws to ensure housing is occupied as intended for employee housing; and

5.1.2.8. Policy: Ensure employee housing is occupied consistent with restrictions related to price, use, resale, eligibility and other conditions.

BUDGET CONSIDERATIONS

The municipality's costs of processing and reviewing the zoning amendment application are covered through the rezoning application fees. Legal costs associated with the housing agreement are billed to the applicant.

LÍŁWAT NATION & SQUAMISH NATION CONSIDERATIONS

The RMOW is committed to working with the Lílwat People, known in their language as *L'il'wat7úl* and the Squamish People, known in their language as the *Skwxwú7mesh Úxwumixw* to: create an enduring relationship; establish collaborative processes for planning on unceded territories, as currently managed by the provincial government; achieve mutual objectives and enable participation in Whistler's resort economy. This section identifies areas where RMOW activities intersect with these relationships.

The Lílwat Nation owns the subject lands pursuant to the Legacy Land Agreement, an important outcome of the 2010 Olympic and Paralympic Games. The Zoning Amendment Bylaw will expand the permitted uses to align with a preferred tenant mix for the site, and the amended definition of employee to include employees of Lílwat Nation or its related entities supports Lílwat Nation in establishing long-term economic investment in Whistler, an increased presence in Whistler, and direct housing for employees of Lílwat Nation.

Rosemary Stager-Wallace, the Chief Executive Officer of the Lílwat Business Group provided a letter of support for the amendment to the definition of employee, which is attached to this report as Appendix F. Additionally, as noted in that letter, this amendment demonstrates support with the statement under Article 26.1 of the *United Nations Declaration on the Rights of Indigenous Peoples*, as adopted by the province in the *Declaration on the Rights of Indigenous Peoples Act*, which states that “Indigenous peoples have the right to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired.”

COMMUNITY ENGAGEMENT

Level of community engagement commitment for this project:

Inform Consult Involve Collaborate Empower

A Development Notification Sign has been posted on the property as per the application requirements.

Under s. 464 of the LGA, a local government is not required to hold a public hearing on a proposed zoning bylaw if an OCP is in effect for the area that is the subject of the zoning bylaw, and the bylaw is consistent with the OCP.

Under s. 43 of the “Land Use Procedures and Fees Bylaw No. 2205, 2022”, the authority to decide not to hold a public hearing is delegated to the General Manager. A Notice of No Public Hearing was provided in compliance with LGA requirements.

REFERENCES

Appendix A – Location Map
Appendix B – IS5 Zone Amendment – Red line Version
Appendix C – Liquor Licence Policy Evaluation
Appendix D – Housing Agreement Bylaw - Red Line Version
Appendix E – OCP Zoning Amendment Evaluation Criteria
Appendix F – Letter from Rosemary Stager-Wallace, CEO, Lílwat Business Group

Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026 (included in Council Package)
Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2026 (included in Council package)

SUMMARY

This report presents the Zoning Amendment Bylaw and the Housing Agreement Bylaw for readings as recommended above.

The purpose of the Zoning Amendment Bylaw is to make amendments to the IS5 Zone to allow local service commercial as a permitted use, to update density limits for certain uses, to add specific on-site parking requirements, and to add a definition of employee that includes person employed by the Lílwat Nation or its Related Entities. The Zoning Amendment Bylaw will also amend the Zoning Bylaw to permit the retail sale of packaged liquor on the portion of 1000 Alpha Lake Road that is zoned IS5.

The purpose of the Housing Agreement Bylaw is to enable the RMOW to enter into a housing agreement and covenant for the proposed 72 employee housing units located at 1000 Alpha Lake

Road. The further purpose of the Housing Agreement Bylaw is to update the terms of the agreement as it was a third reading to add the definition and other minor changes to reflect the changed definition of employee as described in the Zoning Amendment Bylaw above. The definitions and terms are consistent with RMOW employee housing policies and standard terms, with the addition that employees also include persons employed by the Lílwat Nation or its related entities.

Both of the bylaws presented are consistent with the goals, policies and objectives of the RMOW and facilitate the development of this mixed use site with a range of retail services as well as a broadened eligibility for the occupancy of the employee units that aligns with reconciliation goals and supports the provision of employee housing for employees of Lílwat Nation and its related entities.

SIGN-OFFS

Written by:

Tracy Napier,
Manager of Development Planning

Reviewed by:

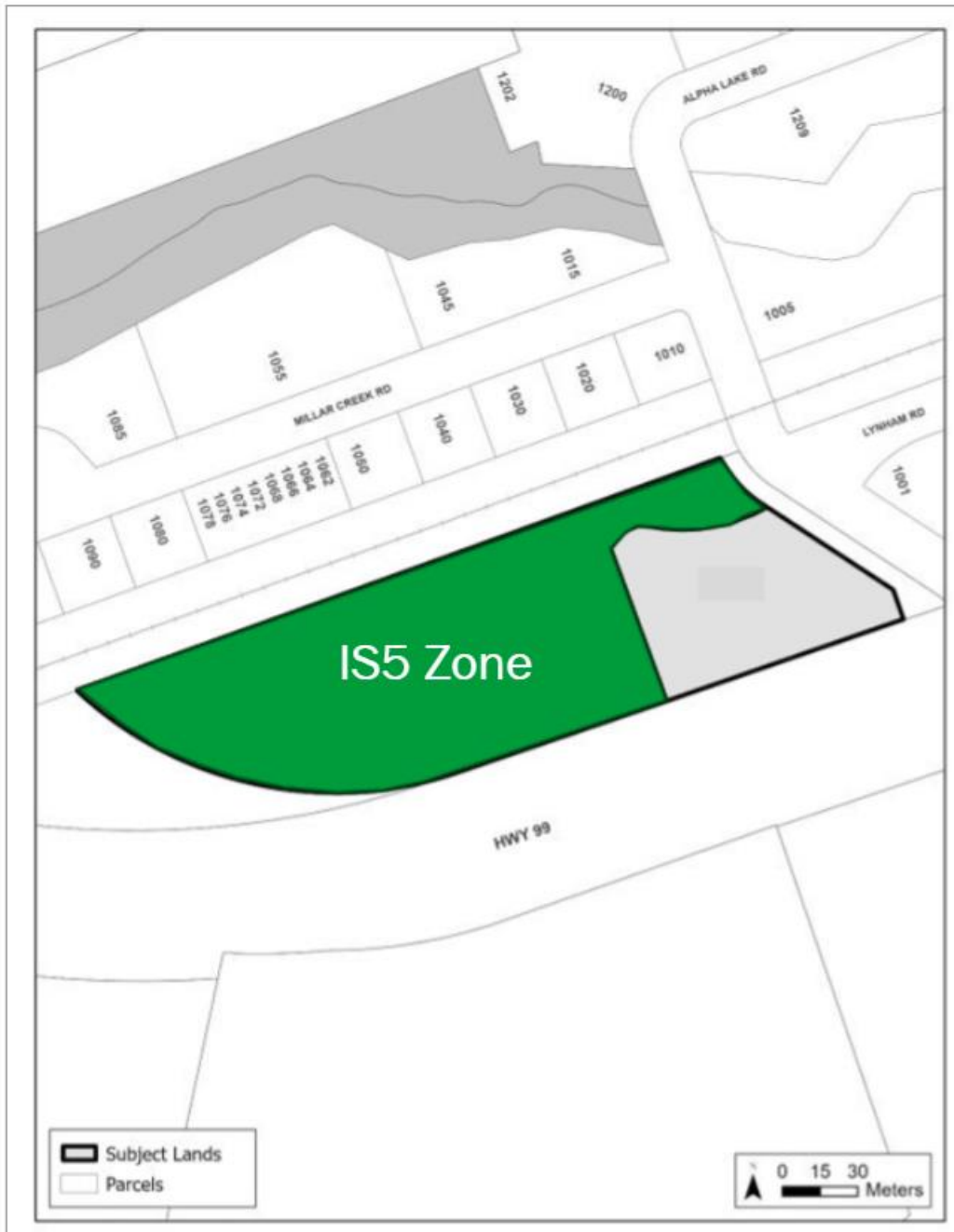
Melissa Laidlaw,
Director of Planning

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

Ted Battiston,
Interim Chief Administrative Officer

Location Map

RZ001195 – Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026 and Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2026



IS5 Zone Amendment – Red-line Version

RZ001195 – Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026 and Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2026

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11. IS5 Zone (Industrial Service Five) (Bylaw No. 1882)**Intent**

- (1) The intent of this zone is to provide for light industrial uses, commercial services and certain office uses having similar space requirements or close business ties with light industrial activities.

Permitted Uses

- (2) The following uses are permitted and all other uses are prohibited:
- (a) auxiliary uses including auxiliary residential dwelling unit;
 - (b) appliance repair shop;
 - (c) bakery;
 - (d) catering establishment;
 - (e) craft workshop;
 - (f) dance, fitness, martial arts or yoga studio;
 - (g) employee housing;
 - (h) freight, transport or handling;
 - (i) laboratory, scientific and research, but excluding medical/dental;
 - (j) local personal service;
 - (k) **local service commercial; (Bylaw No. 2507)**
 - (l) manufacturing, processing, assembling, repairing and servicing of the following products provided the use is totally enclosed within a building or structure:
 - (i) clothing;
 - (ii) computer equipment and software;
 - (iii) electrical products or appliances;
 - (iv) food or beverages;

- (v) jewellery;
- (vi) leather products;
- (vii) shoes and boots;
- (viii) sporting goods and recreational equipment;
- (ix) textiles;
- (m) messenger or courier service;
- (n) nursery or greenhouse;
- (o) professional offices;
- (p) publishing or printing;
- (q) radio, television, film or recording studio;
- (r) restaurant (Bylaw No. 2014);
- (s) retailing and rental, but only of the following:
 - (i) industrial equipment and machinery;
 - (ii) bicycles;
 - (iii) boats and boating supplies;
 - (iv) hardware and building supplies;
 - (v) tools;
 - (vi) small engines and related equipment;
 - (vii) household items;
- (t) veterinary clinic;
- (u) warehousing;
- (v) wholesaling; and
- (w) establishments licensed for the sale and consumption of alcoholic beverages on the premises including neighbourhood public house.

Density

- (3) The maximum floor space ratio is 0.5, **provided:**
 - i. **residential gross floor area shall comprise a minimum of 65 percent and a maximum of 75 percent of the total gross floor area; and**
 - ii. **non-residential gross floor area shall comprise a minimum of 25% and a maximum of 35% of the total gross floor area.**
- (4) The maximum permitted gross floor area of an auxiliary residential dwelling unit is 75 square metres.
- (5) The minimum permitted gross floor area of an auxiliary residential dwelling unit is 32.5 square metres.
- (6) No more than four auxiliary residential dwelling units are permitted on a parcel.
- (7) The maximum permitted floor space ratio for all office uses on a parcel is 0.1.
- (8) The maximum permitted density for restaurant use is a floor space ratio of 0.03, or a gross floor area of ~~95~~ **375** square metres, whichever figure is lower.
- ~~(9) The maximum permitted density for any ground level retail or rental use is a floor space ratio of 0.02 or a gross floor area of 185 square metres, whichever figure is lower.~~

Height

- (10) The maximum permitted height of a building is 12 metres.

Site Dimensions

- (11) The minimum permitted parcel area is 2000 square metres
- (12) The minimum permitted frontage is 25 metres.

Site Coverage

- (13) The maximum permitted site coverage is 75 percent.

Setbacks

- (14) The minimum permitted front setback is 3.0 metres.
- (15) The minimum permitted rear setback is 1.5 metres.

- (16) The minimum permitted side setback is 3.0 metres, except that the minimum permitted setback from a side parcel line that is shared with another parcel in the IS5 zone is 0 metres.
- (17) Notwithstanding any other provision of this Bylaw, the minimum permitted setback from any parcel line that adjoins Highway 99 is 20 metres.

Off-Street Parking and Loading

- (18) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw.
- (19) Notwithstanding any other provision of this Bylaw, in the IS5 Zone a minimum of 141 off-street parking spaces shall be provided, and of those, at least 72 spaces shall be reserved for residential parking, and at least 42 spaces must be available for the permitted uses in subsections (2) (b) through (2)(f) and (2)(h) through (2)(w).

Other Regulations

- (20) An auxiliary residential dwelling unit shall contain no more than 2 bedrooms.
- (21) No portion of the first storey of a building may be used for residential purposes other than an entrance to a residential unit.
- (22) Notwithstanding the definition of employee in Part 2 of this Bylaw, in the IS5 Zone an employee is defined as an individual who is either employed or self-employed and whose place of employment is situated in the boundaries of the Resort Municipality of Whistler, or who is employed by Lílwat Nation or its Related Entities (as defined in “Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2024”), and includes an individual who has ceased active employment but who was employed or self-employed within the boundaries of the Municipality, or employed by Lílwat Nation or its Related Entities, for five of the six years prior to ceasing employment.

Liquor Licence Policy Evaluation

RZ001195 – Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026 and Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2026

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Council Policy G-17: [RMOW Policy & Procedure - Municipal Liquor Licensing Policy.pdf](#)

Pursuant to Section 3.0 of the policy linked above, licensing policies and decisions should consider and be compatible with these principles, and pursuant to Section 8 of the Policy, the retail sales of packaged liquor specifically should be evaluated against these guidelines.

Guiding Principle	Evaluation against potential sale of packaged liquor at the IS5 Zoned portion of the subject lands, to be addressed as 1010 Alpha Lake Road
a) The Whistler food and beverage sector is a major contributor to the resort community economy and provides substantial employment opportunities.	The Zoning Amendment Bylaw is to permit this location for retail sales of packaged liquor. Retail sales of packaged liquor at this location would offer employment opportunities.
b) Food and beverage establishments provide visitors and residents with a diverse range of dining and entertainment options, day and night, that enhance the resort experience.	This location will be developed with 72 units of employee housing, and is near the Cheakamus Crossing neighborhood, with a substantial residential population, all of whom would be well served by retail sales of packaged liquor at this location. While there are three locations in Function Junction that are listed to permit the sale of packaged liquor they are all limited to selling the beer/liquor that is produced on the premises at those locations.
c) Food and beverage establishments bring vitality to Whistler Village, animate the Village Stroll, facilitate wayfinding, and those with patios leverage views and sun exposure. Food and beverage locations along the Village Stroll are critical to the long term success of the resort.	This location is not in Whistler Village or on the Village Stroll, thus not applicable.
d) The food and beverage environment is perceived by visitors and residents as welcoming, safe and free of objectionable noise and disturbances.	Schedule D of the Zoning Bylaw generally permits locations for retail sales of packaged liquor within mixed-use developments. This location is in a mixed-use development.
e) Families with minors have access to a range of food and beverage establishments and patios until 10 p.m.	This location is being added for retail sales of packaged liquor. Schedule D of the Zoning Bylaw does not regulate hours of business for retail sales of packaged liquor.

f) Locally owned and operated food and beverage businesses thrive.	Noted. The Zoning Amendment Bylaw is to permit this location for retail sales of packaged liquor. Ownership of any future retail store is unknown at this time.
g) An innovative food and beverage sector is valued and encouraged.	Noted. The Zoning Amendment Bylaw is to permit this location for retail sales of packaged liquor.
h) The growing liquor manufacturing sector makes a positive contribution to the resort experience.	Noted. The Zoning Amendment Bylaw is to permit this location for retail sales of packaged liquor.
i) The retail sale of packaged liquor is acknowledged as a significant contributor to the availability of liquor in the community. Proposed changes to the retail liquor sales environment are evaluated for impacts on the community.	The Zoning Amendment Bylaw simply permits retail sale of packaged liquor as a permitted use. Any future liquor retail store would require a provincial Licensee Retail Store (LRS) licence. It is noted that there is currently a provincial moratorium on new LRS licences until July 1, 2032. The only opportunity for a proposed location for a LRS is by transferring an existing licence. In considering a permanent relocation the Province considers many factors, and would require a confirmation that the applicable zoning permits the use and that there are no other LRS licensee within one kilometre. n
j) Licensing decisions consider the location and character of the establishment and the anticipated contribution to guest experience.	The specific location on the site is unknown at this time, however the general location will be convenient for residents and visitors to the site, the Function Junction neighbourhood, and the nearby Cheakamus Crossing neighbourhood.
k) An appropriate balance between food primary and liquor primary seats is determined based on the unique character of each Village area.	This location is not in a Village area.
l) The impacts of licensing decisions on the community are identified, and measures are taken to mitigate potential negative impacts. Higher impact decisions (those involving late-night drinking-only seats) are given a high level of scrutiny.	The addition of this location to Schedule D does not represent a licence decision that involves late night consumption.

Liquor Licence Policy Evaluation

RZ001195 – Zoning Amendment Bylaw (1000 Alpha Lake Road) No. 2507, 2026 and Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2026

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<p>m) A cautious approach to additional liquor primary capacity is taken. The impacts of changes made are monitored and inform future licensing decisions.</p>	<p>The addition of this location to Schedule D does not represent additional liquor primary capacity.</p>
<p>n) Temporary extensions of closing hours can provide a benefit to festivals and special events, provided that potential negative impacts are mitigated.</p>	<p>Not applicable. The Zoning Amendment Bylaw is to permit this location for retail sales of packaged liquor.</p>
<p>o) The Whistler community encourages responsible alcohol consumption in consideration of potential alcohol related harms. Licensed establishments operate their businesses with a high level of social and civic responsibility.</p>	<p>Noted. The Zoning Amendment Bylaw is to permit this location for retail sales of packaged liquor.</p>
<p>p) Municipal bylaws restrict types of adult entertainment and gaming (gambling) in establishments, businesses or events where liquor is sold, served or consumed.</p>	<p>Noted.</p>
<p>q) Unlicensed liquor consumption in public places can negatively impact the community and is not encouraged.</p>	<p>Noted. "Bylaw Notice Enforcement Bylaw No. 2174, 2018" addresses possession or consumption of open liquor as a bylaw contravention with a penalty amount.</p>
<p>r) Community input is sought commensurate with the potential impact of licensing decisions.</p>	<p>Policy G-17 establishes guiding principles for licencing decisions and sets out that zoning for retail sale of packaged liquor should be evaluated against the guiding principles. Notice of No Public Hearing for the Zoning Amendment Bylaw was provided in compliance with LGA requirements.</p>
<p>s) Higher impact licensing decisions are made by</p>	<p>The Zoning Amendment Bylaw is being considered by Council.</p>

Liquor Licence Policy Evaluation

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<p>Council; lower impact decisions may be delegated to staff.</p>	
<p>t) Consistency and fairness are important considerations in licensing decisions.</p>	<p>Noted. Policy G-17 establishes guiding principles for licencing decisions and sets out that zoning for retail sale of packaged liquor should be evaluated against the guiding principles.</p>
<p>u) Applicants must be in "Good Standing" with respect to their compliance and enforcement history as a prerequisite for an application to be considered.</p>	<p>Noted.</p>
<p>v) All costs associated with the municipal review and processing of licence applications are borne by the applicant.</p>	<p>Noted. Applicable fees for liquor licenses are set in "Liquor Licence and Cannabis Retail Licence Application Processing Fee Bylaw No. 2374, 2022".</p>

**RESORT MUNICIPALITY OF WHISTLER
HOUSING AGREEMENT BYLAW (1000 ALPHA LAKE ROAD) NO. 2438, 2024
A BYLAW TO AUTHORIZE A HOUSING AGREEMENT**

WHEREAS the owner of land located at 1000 Alpha Lake Road legally described as:

PID: 027-021-891
DISTRICT LOT 8078 GROUP 1 NEW WESTMINSTER DISTRICT

(the “Land”)

wishes to develop employee housing on the Land;

AND WHEREAS the Resort Municipality of Whistler (Municipality) wishes to enter into a housing agreement and covenant to replace the existing agreement registered on title under charge number CA7497673 (the “Existing Housing Agreement”).

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

CITATION

1. This Bylaw may be cited for all purposes as “Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2024”.

AUTHORIZATION OF HOUSING AGREEMENT

2. Council hereby authorizes the Municipality to enter into a housing agreement with the owner of the Land in the form attached to this Bylaw as Schedule A (the “New Housing Agreement”).
3. The Mayor and Corporate Officer are authorized to execute the New Housing Agreement and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the New Housing Agreement as required by section 483 of the *Local Government Act*.

CANCELLATION OF EXISTING HOUSING AGREEMENT

4. Council hereby authorizes the Municipality to cancel and terminate the Existing Housing Agreement concurrently with the execution and registration of the New Housing Agreement.
5. The Mayor and Corporate Officer are authorized to execute a release of the Existing Housing Agreement and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of cancellation of the Existing Housing Agreement.

GIVEN FIRST, SECOND and THIRD READINGS this 11 day of June, 2024.

THIRD READING RESCINDED this ___ day of _____, 2026

GIVEN THIRD READING AS REVISED this ___ day of _____, 2026

ADOPTED this ___ day of _____, 2026.

Jack Crompton,
Mayor

Pauline Lysaght,
Corporate Officer

I HEREBY CERTIFY that this is a true copy of "Housing Agreement Bylaw (1000 Alpha Lake Road) No. 2438, 2024".

**SCHEDULE A TO HOUSING AGREEMENT BYLAW (1000 ALPHA
LAKE ROAD) NO. 2438, 2024**

PART 2 - TERMS OF INSTRUMENT

HOUSING AGREEMENT, 219 COVENANT AND RENT CHARGE AND INDEMNITY

This Agreement, dated for reference _____, 2026 is

BETWEEN:

Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5

(the "Municipality")

AND:

0775448 B.C. LTD., Inc. No. 0775448
500-221 West Esplanade
North Vancouver BC V7M 3J3

(the "Owner")

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the Municipality to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of housing units identified in the agreement, including terms and conditions respecting form of tenure, and the availability of housing units to classes of persons;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Municipality in respect of the use of land or a building on land;
- C. The Owner is the registered owner of the Land described in Item 2 of the General Instrument – Part 1 forming part of this Agreement;
- D. The Owner and the Municipality wish to enter into this Agreement to provide for 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. 483 of the *Local Government Act*.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in it and in consideration of the payment of \$2.00 by the Municipality to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

PART I – DEFINITIONS

1. In this Agreement the following words have the following meanings:

- (a) "Agreement" means this Agreement together with the General Instrument, being the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all schedules and addenda to the Form C charging the Land;
- (b) "CPI" means the Consumer Price Index for Canada: published from time to time all items, excluding eight of the most volatile components and the effect of changes in indirect taxes (CPIX), as determined by the Bank of Canada, or its successor in function, or, if that index is no longer published or available, a comparable index selected by the Municipality;
- (c) "Daily Amount" means \$700.00 per day as of December 31, 2020, adjusted in accordance with section 161817;
- ~~(d) "Dwelling Unit" means a residential dwelling unit located or to be located on the Land;~~
- ~~(e)~~(d) "Employee" means an individual who is either employed or self-employed for an average of at least 30 hours per week on an annual basis by a Qualified Whistler Business; or employed for an average of at least 30 hours per week on an annual basis by the Lilwat Nation or its related entities as identified in Schedule "C" or as notified in writing by Lilwat Nation to the Municipality from time to time, and is legally permitted to work in Canada;
- ~~(f)~~(e) "Employee Unit" means a Dwelling Unit used and occupied pursuant all of the residential dwelling units referred to a Tenancy Agreement by at least one Employee or Retiree, and is not occupied by an Owner; in section 2(a);
- ~~(g)~~(f) "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 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;
- ~~(h)~~(g) "Land" means the land described in Item 2 of the General Instrument to which the Agreement is attached and which forms part of this agreement, and any part into which said land is Subdivided;
- ~~(j)~~(h) "LTO" means the New Westminster Land Title Office or its successor;
- ~~(j)~~(i) "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;

~~(h)~~(j) "Qualified Whistler Business" means an individual, partnership or corporate body, with one or more employees, which operates a business that:

- A. is operated at premises located either within the boundaries of the Resort Municipality of Whistler or at the Whistler Olympic Park;
- B. holds a valid business licence from the Municipality that is not a "non-resident business licence, or is exempt from business licencing requirements;
- C. is a permitted use of the business premises under the Municipality's zoning bylaw;
- D. primarily serves Resort Municipality of Whistler residents, homeowners, businesses or tourists; and
- E. in the case of a home-based or mobile business, derives more than 75% of its business income from Resort Municipality of Whistler residents, homeowners, businesses or tourists;

~~(h)~~(k) "Retiree" means an individual who (i) is at least 55 years of age; (ii) has ceased full-time employment (such that they work less than 30 hours per week) and was an Employee for at least 10 of the 12 years immediately preceding the date on which the individual ceased full-time employment; and (iii) is a Canadian citizen or has Canadian permanent resident status.

~~(m)~~(l) "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*;

~~(n)~~(m) "Tenancy Agreement" means a tenancy agreement, lease, licence or other agreement granting rights to occupy an Employee Unit; and

~~(o)~~(n) "Tenant" means an occupant of an Employee Unit by way of a Tenancy Agreement.

PART II – SUBDIVISION, USE OF LAND AND CONSTRUCTION OF EMPLOYEE UNITS

2. The Owner covenants and agrees with the Municipality as follows:

- (a) the Land will not be developed and no building or structure will be constructed on the Land unless as part of the construction and development of the Land, the Owner also designs and constructs to completion the 72 [Dwelling Units residential](#)

dwelling units shown in the sketch plan attached to this Agreement as Schedule "B";

- (b) 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;

(c) no parcel or building containing the Employee Units shall be subdivided by deposit of a strata plan under *Strata Property Act* (British Columbia); and

~~(c)~~(d) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Land.

PART III - USE AND OCCUPANCY OF EMPLOYEE UNITS

3. The Employee Unit may only be used and occupied as a permanent primary residence, occupied by an Employee or Retiree. For clarity, no person may occupy the Employee Unit except for an Employee or a Retiree and that individual's relations and spouse as permitted under the next following section.
4. In addition to the Employee or Retiree who occupies the Employee Unit, one or more additional individuals may also occupy the Employee Unit with such Employee or Retiree, if such additional individual or individuals occupy the Employee Unit as a single domestic unit with the Employee or Retiree and each such additional individual is either related by blood, marriage, adoption, common law marriage or foster parenthood to such Employee or Retiree or cohabites with them in a spousal relationship.
5. The number of individuals occupying the Employee Unit shall not exceed the number of individuals the Municipality's Building Inspector determines may reside in the Employee Unit given the number and size of bedrooms in the Employee Unit and any applicable standards and requirements contained in any bylaws of the Municipality.
6. Within three days after receiving notice from the Municipality, or its agent the Owner of an Employee Unit will deliver, or cause to be delivered, to the Municipality, or its agent, a statutory declaration in respect of the Employee Unit made by the Owner, substantially in the form attached as Schedule "A" and containing all of the information required to complete the statutory declaration, together with any evidence the Municipality, or its agent may request under the next following section. The Owner hereby irrevocably authorizes the Municipality, or its agent 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 such a request for information from the Municipality, or its agent to provide the requested information to the Municipality, or its agent.
7. The Municipality, or its agent may require upon request, supporting evidence in support of a statutory declaration under the preceding section, including but not limited to, copies or certified copies of any of the following:

- (a) Letter of employment from a Qualified Whistler Business or the Lilwat Nation or its related entities as identified in Schedule "C" or as notified in writing by the Lilwat Nation to the Municipality from time to time,
 - (b) Government-issued personal identification, including driver's licence, BCID card, British Columbia Services Card, Home Owner's Grant, or Certificate of Indian Status Card.
8. If the Owner cannot comply with the occupancy requirements for any Employee Unit for reasons of hardship, the Owner may request that the Municipality alter the Owner's obligations with respect to that Employee Unit on terms acceptable to the Municipality, but no such request may be made later than 30 days after the Municipality has delivered to the Owner a written notice of breach of this Agreement under Part VII herein. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the Municipality is under no obligation to grant any relief, and may proceed with its remedies under this Agreement, and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that the relief, if any, is to be determined by the Municipality, in its sole discretion.
9. At the written request of the Owner and at the Owner's sole expense, the Municipality will deliver to the Owner discharges of this Agreement in registrable form in respect of any separate legal parcel that is not required to be an Employee Unit under section 3 of this Agreement, provided that, where the Land is Subdivided under the *Strata Property Act*, the Municipality may withhold delivery of any discharges until after the Municipality has received from the strata corporation a duly authorized agreement that it will not take any action that would result in an inability to rent any of the Employee Units in accordance with this Agreement or would render such rental a breach of the strata corporation bylaws.

PART IV – DISPOSITION AND ACQUISITION OF EMPLOYEE UNITS– TENANCY AGREEMENT OCCUPANCY AND REQUIREMENTS

~~10. The Owner will not sell or otherwise transfer an~~ Employee Unit must not be occupied ~~except to~~ by an Employee or Retiree ~~or to a Qualified Whistler Business, and except in any case in accordance with~~ who occupies the ~~occupancy requirements set out in this Agreement.~~

~~11. —~~

~~12.10. The Owner must not sell, rent or lease any Employee Unit except to an Employee or Retiree~~ Employee Unit in accordance with the following ~~additional conditions:~~

- (a) the Employee Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the Owner will attach a copy of this Agreement to the Tenancy Agreement;
- (c) 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;

- (d) 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;
- (e) 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 consecutive days in any calendar year;
- (f) 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;
- (g) 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; and
- (h) the Owner will deliver a copy of the Tenancy Agreement to the Municipality, [or its agent](#) upon demand.

~~13.11.~~ The Owner will terminate any Tenancy Agreement where the Tenant uses, 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).

~~14.~~ ~~The Municipality may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the Municipality considers desirable.~~

~~15.12.~~ 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.

~~13.~~ The Owner will not permit an Employee Unit to be disposed of by sublease or assignment of a Tenancy Agreement except in compliance with this Agreement.

~~14.~~ The Owner will give prior written notice of this Agreement to any person to whom it proposes to dispose of an Employee Unit.

PART ~~VI~~V- DEMOLITION OF EMPLOYEE UNIT

~~16.15.~~ 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 its value above the 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 DwellingEmployee 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, and a reconstruction of a replacement DwellingEmployee Unit, the Owner will use and occupy the replacement DwellingEmployee Unit as an Employee Unit in compliance with this Agreement. Section 2(a) will apply to the construction of the replacement DwellingEmployee Unit to the same extent and in the same manner as atthe section applies to the construction of the original DwellingEmployee Unit.

PART ~~VIII~~VI - DEFAULT AND REMEDIES

17-16. 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 if the Owner does not remit a Statutory Declaration requested by the Municipality, or its agent, the Owner will pay to the Municipality, as a rent charge under section 171719, the Daily Amount to the Municipality for each day of the breach of this Agreement. 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.

18-17. 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.

PART ~~VIII~~VII - INTERPRETATION

19-18. 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 VIII - MISCELLANEOUS

~~20-19.~~ **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. 483 of the *Local Government Act*; and
- (b) ~~where an Employee Unit is a separate legal parcel~~ the Municipality may file a notice of housing agreement under s.483 of the *Local Government Act* in the LTO against title to the Employee Unit; and Land;
- ~~(c) 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. 483 of the Local Government Act in the LTO against title to the Land.~~

~~21-20.~~ **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 or its agent 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.

~~22-21.~~ **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; or
- (c) any act or omission of the Municipality or any of its elected officials, board members, officers, directors, employees, agents or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the Municipality or by any other person for whom at law the Municipality is responsible.

~~23-22.~~ **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.

~~24-23.~~ **Survival.** The obligations of the Owner set out in sections ~~161817~~, ~~212322~~, and ~~222423~~ will survive termination of this Agreement.

~~25-24.~~ **Municipality's 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.

26-25. 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; and
- (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.

27-26. 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.

28-27. 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: [ClerkCorporate Officer](#), Resort Municipality of Whistler
4325 Blackcomb Way, Whistler, BC V8E 0X5

And to: Whistler Housing Authority
325-2400 Dave Murray Place, Whistler, BC V8E 0M3

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.

29-28. 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.

30-29. 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.

31-30. 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.

~~32.31.~~ **Sole Agreement.** This Agreement, and any documents signed by the Owner 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.

~~33.32.~~ **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.

~~34.33.~~ **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. Notwithstanding anything contained herein, neither the Owner named herein nor any future owner of the Land or any portion thereof shall be liable under any of the covenants and agreement contained herein where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Land.

~~35.34.~~ **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Municipality for breach of this Agreement 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.

~~36.35.~~ **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.

~~37.36.~~ **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.~~

Resort Municipality of Whistler

0775448 B.C. LTD

Authorized Signatory

Authorized Signatory:

Authorized Signatory

Authorized Signatory:

SCHEDULE "A" STATUTORY DECLARATION

IN THE MATTER OF A HOUSING AGREEMENT WITH THE RESORT MUNICIPALITY OF WHISTLER TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

- 1. I am the owner of _____ (the "Employee Unit"), and make this declaration to the best of my personal knowledge.
- 2. This declaration is made pursuant to the Housing Agreement in respect of the Employee Unit.
- 3. For the period from _____ to _____ the Employee Unit was occupied only by the Employees or Retirees (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Employees or Retirees:

Names, addresses and phone numbers of Employers:

- 4. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the [Land Title Office](#) against the land on which the Employee Unit is situated and confirm that the Owner has complied with the Owner's obligations under ~~these Agreements~~[this Agreement](#).
- 5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

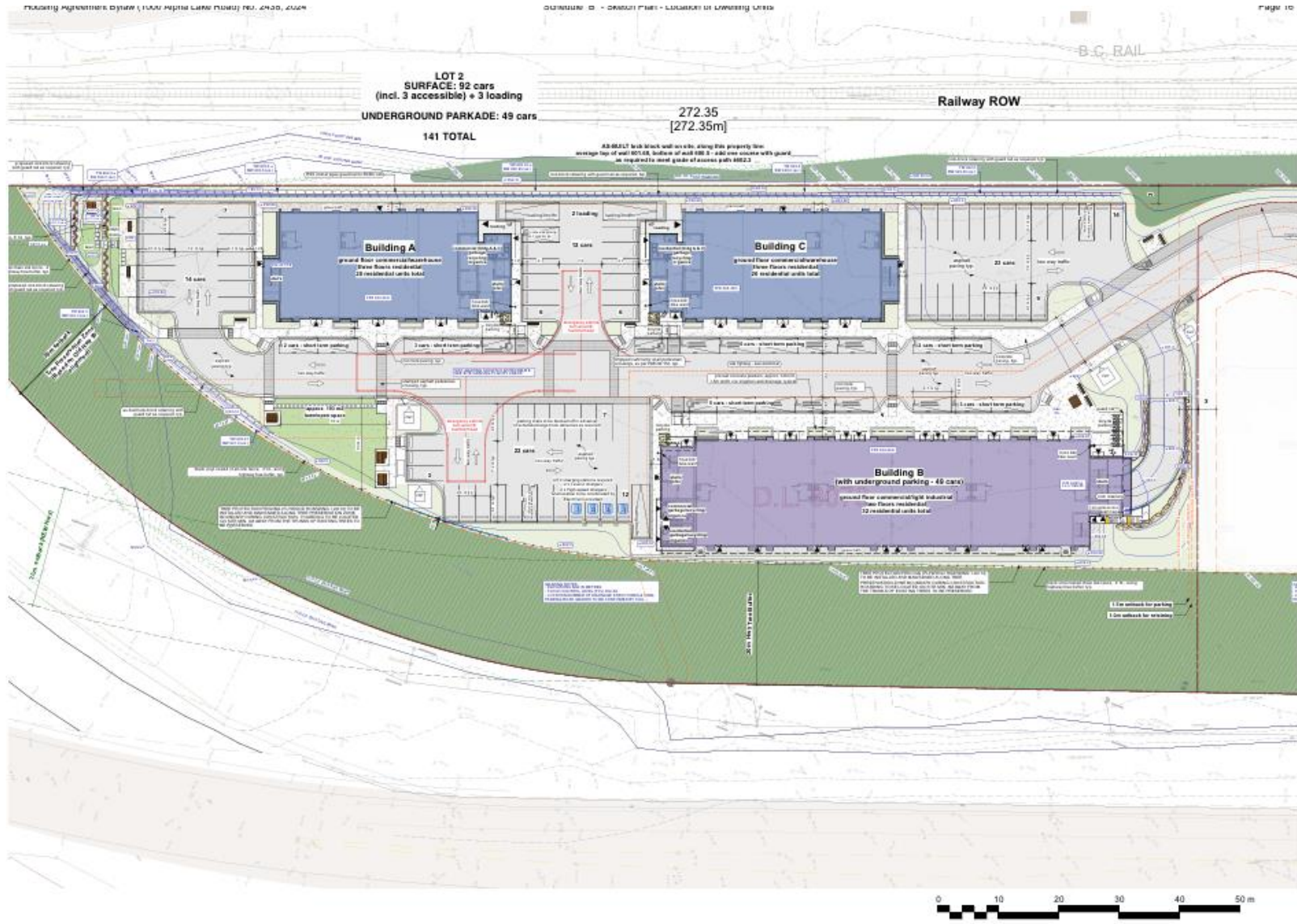
DECLARED BEFORE ME at _____)
_____, British Columbia)
this ____ day of _____,)
20____)

Name:

_____)
A commissioner for taking Affidavits)
British Columbia)

Name:

SCHEDULE "B" – SKETCH PLAN – LOCATION OF EMPLOYEE UNITS



SCHEDULE "C" – RELATED ENTITIES OF LÍLWAT NATION

1. Cheakamus Community Forest Society
2. Lílwat Retail Operations LP
3. 0915799 B.C. Ltd.
4. Lílwat Holdings Inc.
5. Lílwat Holdings LP
6. Squamish & Lílwat Cultural Centre
7. 0780174 B.C. Ltd.
8. 0773099 B.C. Ltd.
9. 0780179 B.C. Ltd.
10. 0780176 B.C. Ltd.
11. 0780185 B.C. Ltd.
12. 0780182 B.C. Ltd.
13. 0781316 B.C. Ltd.
14. 0781242 B.C. Ltd.
15. Lílwat Capital Assets Inc.
16. Lílwat Retail Inc.
17. Lílwat Forestry Ventures Inc.
18. Lílwat Construction Enterprises Inc.
19. Lílwat Management Services Inc.
20. Lílwat Retail Operations LP
21. Lílwat Forestry Ventures LP
22. Lílwat Construction Enterprises LP
23. Lílwat Management Services LP
24. Lílwat Capital Assets LP

25. Tseqwtsuqum GP Ltd.

26. Unimark Limited Partner Ltd.

27. Tseqwtsuqum LP

28. 0775448 B.C. Ltd.

29. Skenkenam Development LP

30. Pemberton Benchlands Development Corp

31. Skenkenam Development GP Inc.

32. Lizzie Bay Logging Ltd.

33. Mumlegs Construction GP Ltd.

34. Mumlegs Partnership

OCP Zoning Amendment Evaluation Criteria

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OCP Chapter 4 – Growth Management

In Chapter 4 of the OCP, objectives and policies are established respecting growth management and the evaluation of proposals that involve changes to land use or allow development.

Objective 4.1.6

Objective 4.1.6 is to “apply clear and consistent criteria and processes for proposed land uses and developments that require an OCP or zoning amendment.”

Policy 4.1.6.4 sets out specific considerations and criteria to meet the objective above. The following table lists those criteria and describes how the proposal under consideration is consistent or not consistent with the policy.

Policy 4.1.6.4	Proposal
All proposed developments must meet the following conditions:	
(a) the project must be capable of being served by municipal water, sewer and fire protection services, or by an alternate means satisfactory to the municipality	The subject lands are serviced.
(b) the project must be accessible via the local road system, or by an alternate means satisfactory to the municipality	The subject lands are accessible by public roads.
(c) the project must comply with all applicable policies of the OCP	<p>The additional use, the expansion of employee eligibility, the change to the parking requirement, and the minor shifts to the specific maximum densities are consistent with the OCP, notably the following applicable Reconciliation with the Lil'wat Nation and Squamish Nation, Growth Management and Land Use and Development goals, objectives and policies:</p> <p>3.5. Goal: <i>The Lil'wat Nation and Squamish Nation participate in a meaningful way in the economic development of fee simple lands in which they have an ownership interest</i></p> <p>3.5.1.1 Policy</p> <p><i>Recognize that existing fee simple lands owned by the Nations, lands in which they have interests through existing partnership agreements, and lands that they may acquire, are important to the Nations' cultural,</i></p>

	<p><i>environmental, political and economic interests to serve the needs of their members and future generations.</i></p> <p>3.8. Goal: <i>The Squamish Nation and Lil'wat Nation participate in employee housing opportunities</i></p> <p>3.8.1. Objective: <i>Employee housing initiatives support opportunities for economic development and create housing options for members of both Nations to live in Whistler.</i></p> <p>3.8.1.2. Policy</p> <p><i>Employee housing provides opportunities for both Nations' members to live in Whistler.</i></p> <p>4.1.6 Objective: <i>Apply clear and consistent criteria and processes for proposed land uses and developments that require an OCP or zoning amendment</i></p> <p>5.1.2. Objective: <i>House at least 75 per cent of Whistler's workforce within the resort community in livable, appropriate and affordable housing.</i></p>
<p>(d) all proposed developments and changes in land use must be evaluated to the satisfaction of the municipality to assess impacts on:</p>	
<p>i. balanced resort and community capacity;</p>	<p>The amendments in the Amendment Bylaw will offer additional choice for residents and visitors, will allow greater flexibility in tenant options, and will serve the community well.</p>
<p>ii. overall patterns of development of the community and resort</p>	<p>The addition of local service commercial use in this location will provide a walkable alternative to meet many of the daily needs of residents, improving community completeness, and will also allow greater convenience for both residents and visitors of Function Junction and Cheakamus Crossing.</p>
<p>iii. the character of Whistler's forested mountain environment, including preservation of green buffers, views, scenery and distinctive natural features</p>	<p>Not applicable to the Amendment Bylaw.</p>
<p>iv. Whistler's <i>sensitive ecosystems</i> and biodiversity</p>	<p>Not applicable to the Amendment Bylaw.</p>

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v.	scale, character and quality of development	The Amendment Bylaw is not affecting the scale, character or quality of the development. There are no changes proposed to the site plan or the building designs.
vi.	compatibility with the surrounding area or neighbourhood	The Amendment Bylaw is not affecting the compatibility of the development with the surrounding neighbourhood.
vii.	quality of life of Whistler's residents	The addition of more options for retail and the possibility of a grocery store in this location is likely to improve the quality of life for residents of Function Junction and Cheakamus Crossing as it will be a more convenient location to access good and services.
viii.	quality of experience for Whistler's visitors	The Amendment Bylaw does not affect the quality of the visitor experience and will offer more convenient access and greater options for goods and services.
ix.	geotechnical, flood and wildfire hazard	Not applicable to the Amendment Bylaw.
x.	archaeological, heritage and cultural resources	Not applicable to the Amendment Bylaw.
xi.	traffic congestion and safety, including traffic volumes and patterns on Highway 99 and the local road system	<p>The development at this site underwent extensive traffic review during the previous approvals. The Amendment Bylaw would make minor changes to the tenant mix but does not add any gross floor area or new housing units.</p> <p>The applicant has provided a Technical Memorandum prepared by a Professional Engineer that evaluated the proposed change in use against the previous traffic analysis that was undertaken for the earlier iterations of the proposal. The conclusion of the memo is that the change in land use will result in a nominal difference in new net traffic to and from the site. The memo did not identify any concerns.</p>
xii.	local economy	The addition of local service commercial use will support a greater range of business types and support the local economy.
xiii.	municipal finance	Not applicable to the Amendment Bylaw.
xiv.	social, <i>health</i> , recreation, education and emergency facilities and services	Not applicable to the Amendment Bylaw.
xv.	employee housing	The Amendment Bylaw will expand the eligibility of the employee units to be occupied by employees of the Lílwat Nation or its related entities. This increases access to

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	employee housing for a greater number of employees and continues to move the municipality toward the goal of meeting the long-term housing needs of the community.
xvi. community energy and GHG emissions, water supply and conservation and solid waste	Amendment Bylaw The addition of local service commercial use in this location will provide a walkable alternative to meet many of the daily needs of residents of Function Junction and Cheakamus Crossing. The lands are also subject to a green building covenant.



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September 1, 2024

Re: Proposed change to RMOW Function Junction Housing Agreement

Dear Mayor Crompton and RMOW Council,

I would like to express my unreserved support for amending the RMOW's Function Junction Agreement to allow for Liíwat Nation members who work for the Nation or the Liíwat Business Group access to this new housing.

This significant change, which would allow Liíwat7úl to rent the housing outside of current employee housing agreement restrictions, represents far more than providing additional housing. This change to the existing agreement, brought forward by the municipality's Climate Action, Planning & Development Services department, represents a commitment to Liíwat Nation reestablishing its presence on our Traditional Territory. It also exemplifies a commitment to social and economic reconciliation.

For the vast majority of our community members, the idea of being able to live in Whiter and enjoy the mountains and valleys, lakes and rivers travelled by our Ancestors is not even a consideration. Access to more affordable employee housing would change that, opening new possibilities to many, from young professionals seeking a more urbanized neighbourhood to senior managers who are passionate about outdoor recreation.

Approving this amendment would also demonstrate support for the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), notably Article 26.1, which reads:

"Indigenous peoples have the right to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired."

I thank you in advance of your thoughtful consideration of this proposed amendment.

Kukwstumckálap,

Rosemary Stager-Wallace *Tšekonamus Losí7*
Chief Executive Officer

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