



REQUEST FOR DECISION

Lil'wat Main Street Development – OCP and Zoning Amendment (Adoption) and Housing Agreement Bylaw

Meeting Date: April 19, 2023

To: SLRD Board

Applicant: Lil'wat Capital Assets Inc.

Location: Mount Currie, Electoral Area C

Legal Descriptions: LOT 1 DISTRICT LOT 209, LILLOOET DISTRICT, PLAN EPP102417

RGS Designation: Rural Community	OCP Designation: Commercial	Zoning: C-1 Zone Community Commercial	ALR Status: N/A	Development Permit Areas: Development Permit Area 1: Mount Currie Commercial
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RECOMMENDATIONS:

THAT Bylaw 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" be adopted.

THAT Bylaw 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020" be adopted.

THAT "Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023" be given first, second and third reading.

THAT "Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023" be adopted.

KEY ISSUES/CONCEPTS:

Approval has been received from Ministry of Transportation and Infrastructure (MOTI) for Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020. The Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023 has also been prepared and provided in registerable form for the 36 non-market rental dwelling units. As such, the Board can consider adoption of the Amendment Bylaws (Appendix A and B) as well as three readings and adoption of the Housing Agreement Bylaw (Appendix C).

RELEVANT POLICIES:

[Squamish-Lillooet Regional District Regional Growth Strategy Bylaw No. 1062, 2008](#)
[Squamish-Lillooet Regional District Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999](#)
[Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002](#)
[Squamish-Lillooet Regional District Housing Need and Demand Study, 2020](#)

BACKGROUND:

Project Description Summary

The subject parcel is within Electoral Area C of the SLRD and is held as private fee simple land. The existing zoning is Community Commercial and the existing OCP designation is Commercial, which allows for relatively limited residential development. According to the application, the intent is to rezone the parcel to allow for a Village type mixed use commercial and residential development, consisting of two separate buildings linked by a covered walkway. The residential development will include affordable non-market rental units (sponsored by BC Housing) and affordable market rental units (see unit mix break down below). Site development will also include extensive landscaping, a children's play area, community gardens, and the development of surface parking areas for both vehicles, electric vehicles and bicycles. The site design principles indicate the development seeks to add a sense of arrival into a compact town centre with a walkable commercial area. The development also seeks to enhance pedestrian connectivity to the adjacent Ts'zil Learning and Lil'wat Cultural Centre.

See [Site Drawings](#), [Design Principles](#) and [Updated Site Plan](#) for full details.

South Building – Unit Mix	North Building – Unit Mix
36 Affordable Non-Market Units (Rental): 5 @ 3 -BR Units 5 @ 2-BR Units 14 @ 1 -BR Units 2 @ Accessible 1 -BR Units 10 @ Studio Units	17 Moderate Income - Affordable Market Units (Rental) 5 @ Live-Work 1-BR Units 12 @ 1-BR Units
5 Commercial Retail Units	1 Commercial Retail Unit

See [first reading report](#) for further project description details, including the project's Affordability Continuum and Sustainability Goals.

RGS Summary

The project proposes mixed-use compact residential and local commercial, at a small-scale and within the existing development node of Mount Currie, as supported by the Rural Community designation. The subject property is serviced by community water and sewer services. And it has been confirmed the existing community water and sewer services located in the adjacent street rights-of-way have the required capacity to accommodate the proposed Lil'wat Main Street Development.

OCP Summary

The subject property is designated Commercial under the Electoral Area C OCP, which provides for commercial development but not residential/mixed-use, thus the need for an OCP amendment. The OCP Amendment Bylaw 1698-2020 proposes to re-designate the subject property from Commercial to Commercial 2 – Mixed Use Commercial and Multiple-Unit Residential.

Zoning Summary

The Zoning Amendment Bylaw 1697-2020 proposes to rezone the subject property from C1 - Community Commercial to C2 – Mixed Use Commercial and Multiple-Unit Residential.

The intent of the C2 – Mixed Use Commercial and Multiple-Unit Residential Zone is to provide for a Village type mixed use commercial and multiple-unit residential development. The C2 Zone is proposed to include *residential rental tenure* units, including affordable non-market housing and moderate income - affordable market housing. The C2 Zone provides for a minimum 30 *residential rental tenure* units.

SLRD Housing Need and Demand Study Summary

The Lil'wat Main Street Development addresses the key finding around limited rental supply and housing shortages in First Nations communities. Further, the Lil'wat Main Street Development specifically addresses the recommendation for the development of modest density multi-family housing in Mount Currie.

Residential Rental Tenure

The C2 Zone includes *residential rental tenure units*, with affordable non-market housing and moderate income - affordable market housing. The C2 Zone sets a minimum 30 *residential rental tenure units* of the total 56 dwelling units proposed.

Housing Agreement and Covenants

The 36 non-market rental dwelling units will be subject to a Housing Agreement and Covenants will be registered on title to ensure affordability in perpetuity. The Housing Agreement Bylaw will be presented for readings and adoption in conjunction with adoption of the subject Amendment Bylaws. Lil'wat Nation is working towards securing BC Housing capital funding for the construction of the 36 non-market dwelling units within the South Building. The exact affordability formula used to determine rents within this building will depend on BC Housing's funding program available for this project, and will be outlined in the Housing Agreement.

Development Permits and Building Permits

Aspects to be addressed further at the Development Permit and Building Permit Stage include design/form and character, conservation and sustainability, lighting, landscaping, and natural hazard mitigation.

Previous Staff Reports

[First Reading - December 16, 2020](#)

[Second Reading – April 20, 2022](#)

[Third Reading – June 29, 2022](#)

Board Resolutions – December 16, 2020

At the December 16, 2020 SLRD Board meeting it was resolved:

THAT Bylaw 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" be introduced and given first reading.

THAT Bylaw 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" be referred to the

appropriate First Nations, Village of Pemberton, and provincial agencies including the Ministries of Transportation and Infrastructure, Forests, Lands, Natural Resource Operations and Rural Development, Municipal Affairs and Housing, and Vancouver Coastal Health for comment.

THAT Bylaw 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020" be introduced and given first reading.

THAT Bylaw 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020" be referred to the appropriate First Nations, Village of Pemberton, and provincial agencies including the Ministries of Transportation and Infrastructure, Forests, Lands, Natural Resource Operations and Rural Development, Municipal Affairs and Housing, and Vancouver Coastal Health for comment.

At the April 20, 2022 SLRD Board meeting it was resolved:

THAT Bylaw 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" be given second reading.

THAT Bylaw 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020" be given second reading.

THAT this development application be referred to the Pemberton Valley Dyking District and any referral comments received from the Pemberton Valley Dyking District be presented at the public hearing.

THAT Board direct staff to schedule and advertise a public hearing, to be held electronically, and delegate the holding of the public hearing to Electoral Area C Director Russell Mack with Director Jen Ford as alternate delegate pursuant to Section 469 of the Local Government Act, for the consideration of Bylaw No. 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" and Bylaw No. 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020".

At the June 29, 2022 it was resolved:

THAT Bylaw 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" be given third reading.

THAT Bylaw 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020" be given third reading.

THAT pursuant to Section 52(3)(a) of the Transportation Act, Bylaw 1697-2020, cited as "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020" and Bylaw 1698-2020, cited as "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-

2020" be sent to the Ministry of Transportation and Infrastructure for their approval prior to adoption of the bylaw.

THAT a Housing Agreement Bylaw be prepared for the 36 non-market rental dwelling units, with the Housing Agreement Bylaw and Housing Agreement provided in registrable form in conjunction with 4th reading of Amendment Bylaw No. 1697-2020 and Amendment Bylaw No. 1698-2020.

ANALYSIS:

The following section provides an update/analysis of Ministry of Transportation and Infrastructure (MOTI) approval and the Housing Agreement Bylaw, as well as information about Development Permit Area considerations to come. For full analysis of SLRD bylaws and policies, please see previous staff reports linked above.

MOTI Approval

Amendment Bylaw No. 1697-2020 was approved by MOTI on July 5, 2022 pursuant to section 52(3)(a) of the *Transportation Act*.

Housing Agreement Bylaw No. 1791-2023

Housing Agreement Bylaw No. 1791-2023 has been prepared for the 36 non-market rental dwelling units. It includes a Housing Agreement and Section 219 Covenant. The rental unit mix, eligibility, rental rates, term and management aspects are highlighted below. For full details, please see Appendix C.

Affordable Rental Units

Under the Housing Agreement Bylaw, the *Owner must construct a total of Thirty-six (36) Affordable Rental Units on the Lands in accordance with this Agreement, as follows:*

- (a) a maximum of ten (10) studio size Dwelling Units may be constructed and used as Affordable Rental Units;*
- (b) between twelve and fourteen (12 - 14) Dwelling Units with 1 bedroom must be constructed and used as Affordable Rental Units, and at least two (2) of these units must be Accessible Dwelling Units;*
- (c) a minimum of five (5) Dwelling Units with 2 bedrooms must be constructed and used as Affordable Rental Units; and*
- (d) a minimum of five (5) Dwelling Units with 3 Bedrooms must be constructed and used as Affordable Rental Units;*

provided that, for certainty, the total number of Affordable Rental Units must be Thirty-six (36).

Note this unit mix is based on the unit mix proposed in the development application and supported by staff.

Eligible Person

Under the Housing Agreement Bylaw, *"Eligible Person"* means a person whose income is at or below the prescribed limits in any agreement the Owner enters into with BC Housing, if applicable, and who is:

- i. registered as a member of the Lil'wat Nation;
- ii. registered as a member of a Neighbouring First Nation;
- iii. an SLRD Employee;
- iv. a Village of Pemberton Employee;
- v. a Resort Municipality of Whistler Employee.

Rental Rates

Under the Housing Agreement Bylaw, the total annual rent charged under a Tenancy Agreement that the Owner enters into must not exceed 30 per cent of the Housing Income Limits as applicable to that Affordable Rental Unit at the time the Tenancy Agreement is entered into. By way of illustration, as of the date of this Agreement, the Housing Income Limits for Lower Mainland (Non-Market Areas), British Columbia* are:

- i. \$77,000 for a 1 bedroom or studio unit, such that the total annual rent permitted under this Agreement for a studio or one bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$77,000;
- ii. \$89,500 for a 2 bedroom unit, such that the total annual rent permitted under this Agreement for a 2 bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$89,500;
- iii. \$98,000 for a 3 bedroom unit, such that the total annual rent permitted under this Agreement for a 3 bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$98,000; and
- iv. \$106,000 for a 4 bedroom unit, such that the total annual rent permitted under this Agreement for a 4 bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$106,000.

*2023 Housing Income Limits (HILs) replaces the 2021 HILs effective January 1, 2023. Due to the ongoing COVID-19 pandemic and data delays, 2022 HILs were not published.

Note the approach to set rental rates based on 30 per cent of income, combined with the Housing Income Limits threshold to ensure overall affordability, is also being utilized for other affordable housing initiatives/housing agreement bylaws in the SLRD and neighbouring jurisdictions.

Term

No term is included in the housing agreement, as the affordable housing is to be provided in perpetuity as per policies in RGS and Area D OCP.

Management

Although Lil'wat Nation intends to establish a non-profit housing society to manage the Affordable Rental Units, the SLRD will maintain management/administration for the purposes of the covenant.

Development Permit Area Considerations

As identified by staff during review of the development application, as well as agencies during the bylaw referral, the following items (among others) will be addressed through the Development Permit process:

- Stormwater management design – in conjunction with Pemberton Valley Dyking District
- Lighting
- Landscaping
- Snow removal
- Fencing or soft edge treatments with abutting properties
- Friendship Trail connection – explore opportunities to connect Lil'wat Mainstreet Development and Friendship Trail (note final route through IR lands has yet to be determined)

The SLRD Board will review and approve the form and character Development Permit Area 1: Mount Currie Commercial, as the application will involve greater than 500m².

REGIONAL IMPACT ANALYSIS:

This Lil'wat Mainstreet Development is the first affordable non-market rental and market rental development in Electoral Area C – addressing goals and policies in the Electoral Area C OCP as well as recommendations from the recently completed SLRD Housing Needs Report. Impacts of the additional 36 affordable non-market rental housing units, developed in partnership with BC Housing, and 17 moderate income - affordable market rental units (affordable based on CMHC standards) will be largely local, with the community of Mount Currie and Electoral Area C benefiting. There may also be positive regional spin off impacts, as there is a shortage of affordable rental housing throughout the SLRD and member municipalities.

OPTIONS:

Option 1 (PREFERRED OPTION)

Adopt "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020".

Adopt "Squamish-Lillooet Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020".

Give three readings and adopt "Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023"

Option 2

Revise as per Board direction and adopt the “Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020” as revised.

Revise as per Board direction and adopt the “Squamish-Lillooet Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020” as revised.

Give three readings and adopt “Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023”

Option 3

Reject the zoning/OCP amendment application.

FOLLOW UP ACTION: If approved by the Board, register the Housing Agreement Bylaw and consolidate the Area C Zoning and OCP Bylaws.

ATTACHMENTS:

Appendix A: Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020

Appendix B: Squamish-Lillooet Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020

Appendix C: Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023

Prepared by: C. Dewar, Senior Planner

Reviewed by: K. Needham, Director of Planning and Development Services

Approved by: C. Dalton, Chief Administrative Officer

**SQUAMISH-LILLOOET REGIONAL DISTRICT
BYLAW NO. 1697-2020**

A bylaw of the Squamish-Lillooet Regional District to amend Squamish-Lillooet Regional District
Electoral Area C Zoning Bylaw No. 765, 2002

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002;

NOW THEREFORE, the Regional Board of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as “Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020”.
2. Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002 is amended as follows:

(a) By adding the following definitions to SECTION 1 DEFINITIONS:

MULTIPLE-UNIT RESIDENTIAL means a residential use in a building divided into not less than 3 dwelling units.

RESIDENTIAL RENTAL TENURE means a form of tenure known as tenancy, in which rent is paid by a tenant to a landlord in exchange for the right to occupy a dwelling unit for residential use, in accordance with provisions of the Residential Tenancy Act.

(b) By adding the following designation to Table 2-1 Designation of Zones, to come after TC5 – Tourist Commercial 5 Sub Zone:

C2 – Mixed Use Commercial & Multiple-Unit Residential Zone

(c) By inserting the following 8.3 C2 ZONE – MIXED USE COMMERCIAL & MULTIPLE-UNIT RESIDENTIAL into Schedule A Zoning Bylaw under SECTION 8 COMMERCIAL ZONES and following the SECTION 8.2 TC ZONE as follows:

SECTION 8.3 – C2 ZONE – MIXED USE COMMERCIAL & MULTIPLE-UNIT RESIDENTIAL

Intent

- 8.3.1 The intent of this zone is to provide for a Village type mixed use commercial and multiple-unit residential development.

Permitted Uses

- 8.3.2 Land, buildings and structures in the C2 Zone shall be used for the following purposes only:

- (a) retail;
- (b) rental stores;
- (c) business and professional offices;
- (d) banks;

- (e) post office;
- (f) medical and dental clinics;
- (g) restaurants;
- (h) bakeshop or confectionery, whose products are sold retail on the premises;
- (i) personal service establishments as defined under *Health Act* regulations, shoe repair shops, electric and electronic shops, launderette, laundry and dry-cleaning shops, florist shops, tailor or dressmaking shops;
- (j) printing and publishing;
- (k) community halls, churches, libraries and other similar uses;
- (l) theatres;
- (m) recreation and places of amusement;
- (n) park
- (o) playground
- (p) community garden
- (q) community facilities
- (r) *home based business*
- (s) *multiple-unit residential*
- (t) *accessory buildings* and *accessory uses*
- (u) uses permitted in section 3.2.

Parcel Coverage

8.3.3 The parcel coverage of all buildings and structures shall not exceed 20 percent.

Parcel Area

8.3.4 The minimum parcel area for subdivision shall be one hectare.

Siting Requirements

8.3.5 No building or structure or part thereof, except a fence, shall be located within 5 metres of a *parcel line*.

Dwelling Units, Gross Floor Area, and Height Regulations

8.3.6 On a parcel located in the C2 Zone, no use, building or structure shall be established, constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out in the table below in which Column I sets out the matter to be regulated and Column II sets out the regulations.

	COLUMN I	COLUMN II
	Matter to be Regulated	Regulations
.1	Minimum number of <i>dwelling units</i>	45
.2	Maximum commercial <i>gross floor area</i>	800 sq. m.
.3	Maximum residential <i>gross floor area</i>	5000 sq. m.
.4	Maximum building height	13 m
.5	Maximum accessory building height	4 m
.6	Minimum <i>residential rental tenure</i> units	30 units

Parking & Loading

- 8.3.7 Parking and loading shall comply with the requirements of Section 4 of this Bylaw.
- 8.3.8 In addition to the requirements of Section 4 of this bylaw, there shall be a minimum of 4 electric vehicle charging stations.
- 8.3.9 In addition to the requirements of Section 4 of this bylaw, there shall be a minimum of 25 long-term secure bicycle parking spaces and 20 short-term covered bicycle parking spaces.
- 8.3.10 For multiple-unit residential development, the required parking spaces are calculated at 1.25 spaces per residential unit.

- (d) The Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 762, 2002, Schedule B Maps is amended as follows:

The land outlined on the map on Schedule 1 to this bylaw and legally described as “LOT 1 DISTRICT LOT 209 LILLOOET DISTRICT PLAN EPP102417” is rezoned from C1 Zone (Community Commercial) to C2 Zone (Mixed-Use Commercial & Multiple-Unit Residential).

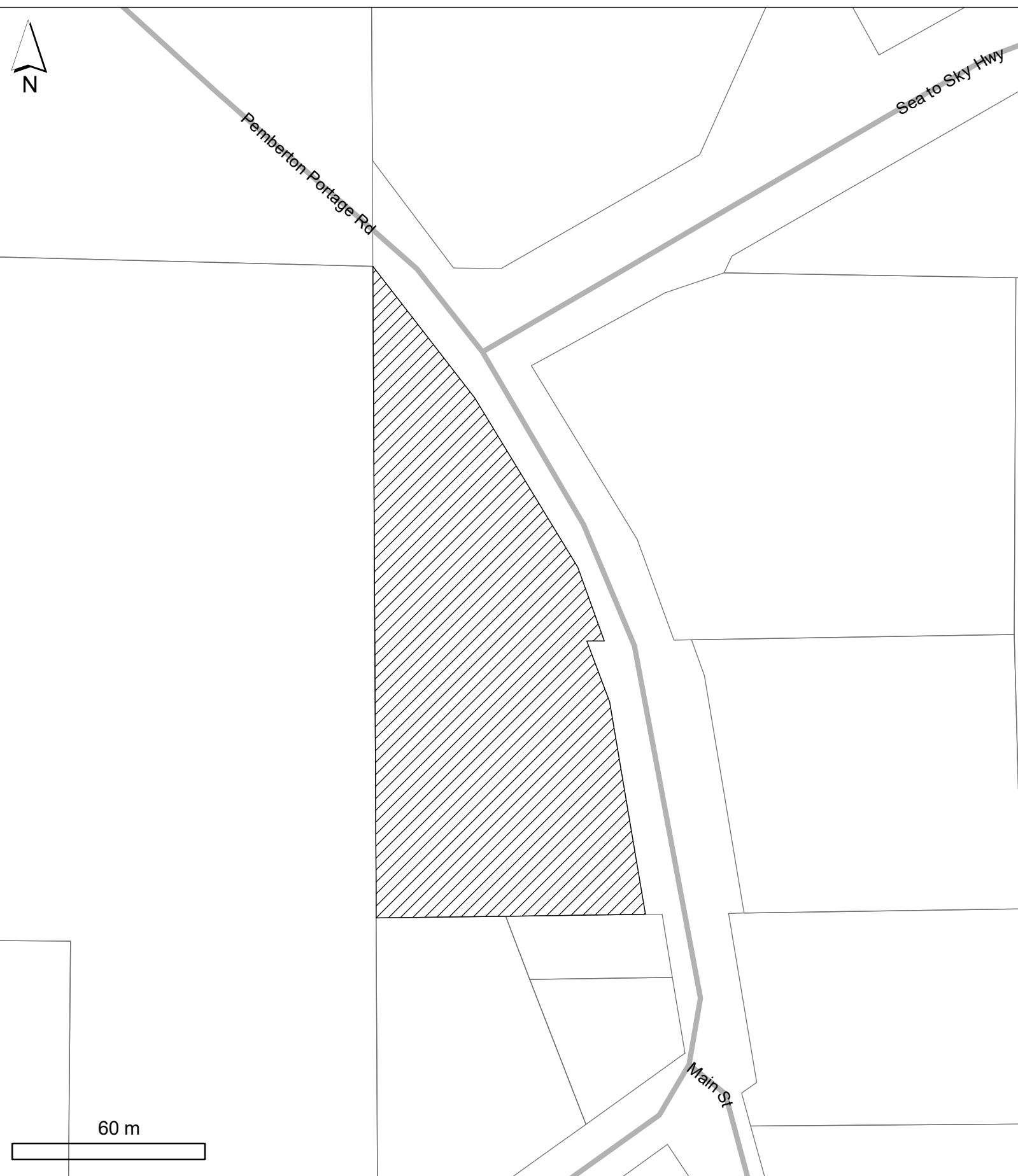
- (e) By adding Amendment Bylaw 1697-2020 to the Summary of Amendments table as follows:

1697-2020	Lil'wat Main Street Zoning Amendment	, 2023
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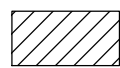
READ A FIRST TIME this	16 th day of	DECEMBER, 2020
READ A SECOND TIME this	20 th day of	APRIL, 2022
PUBLIC HEARING held this	17 th day of	MAY, 2022
READ A THIRD TIME this	29 th day of	JUNE, 2022
APPROVED PURSUANT TO SECTION 52 (3)(a) OF THE TRANSPORTATION ACT this	5 th day of	JULY, 2022
ADOPTED this	day of	, 2023

Jen Ford
Chair

Kristen Clark
Director of Legislative Services and Corporate
Services



Schedule 1

 C1 Zone (Community Commercial) to C2 Zone (Mixed-Use Commercial & Multiple-Unit Residential)

**SQUAMISH-LILLOOET REGIONAL DISTRICT
BYLAW NO. 1698-2020**

A bylaw of the Squamish-Lillooet Regional District to amend the
Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend the Electoral Area C Official Community Plan;

NOW THEREFORE, the Regional Board of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as “Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020”.
2. Squamish-Lillooet Regional District Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999 is amended as follows:
 - (a) By inserting the following **COMMERCIAL 2 – MIXED USE COMMERCIAL AND MULTIPLE-UNIT RESIDENTIAL LANDS** into Schedule A Zoning Bylaw under **LAND USE Section 7 COMMERCIAL LANDS** as follows:

COMMERCIAL 2 – MIXED USE COMMERCIAL AND MULTIPLE-UNIT RESIDENTIAL LANDS

Context

The Lil’wat Main Street Development is a Village type mixed use commercial and residential development, consisting of two separate buildings linked by a covered walkway. The residential development tenure is rental and includes affordable housing units, as well as a variety in dwelling unit types. The commercial development is ground level, connecting to and enhancing the pedestrian experience, and includes live work units. The addition of compact rental residential and local commercial at a small scale contributes to Mount Currie centre as a complete community.

The Lil’wat Main Street Development integrates into existing preferred modes of transportation routes, including the Friendship Trail, and provides community amenities such as a children’s play area and community gardens. Enhanced pedestrian connectivity, outdoor community spaces and extensive landscaping contribute to the vibrancy of the Mount Currie centre.

The Lil’wat Main Street Development enhances the natural landscape through the retention and use of native, drought resistant and low maintenance plantings. Sustainability features are incorporated throughout the development, including solar and heat recover systems. Natural hazard considerations guide site design, with geological and hydraulic mitigative measures implemented.

Objectives

- To create affordable housing units to serve the needs of the community.
- To provide a variety of housing types, sizes and tenures, including non-market housing options.

- To enhance connectivity and the public realm.
- To support a viable commercial centre in Mount Currie.
- To ensure adequate goods and services are locally available to residents of and visitors to Area C.
- To ensure development minimizes and mitigates risks associated with natural hazards.
- To encourage efficient, low-carbon, innovative development practices that conserve, recycle or generate energy, water, materials, and other resources.

Policies

- 7.12 The Plan provides for mixed-use residential and commercial and designates these land uses as COMMERCIAL 2 on Map 1 – Land Use Designations. COMMERCIAL 2 supports the use of land for local commercial activity including retail, restaurants, personal service, and community facilities. Residential use includes multiple-unit residential.
- 7.13 Affordable housing is prioritized, and provided for in perpetuity.
- 7.14 Multiple-Unit Residential development includes a variety of unit types and tenures to meet the diverse needs of the community over the long-term.
- 7.15 Commercial development contributes to the streetscape through quality design, materials and prioritization of pedestrians.
- 7.16 Commercial activity caters to the everyday needs of local residents and provides services and goods to area visitors.
- 7.17 Connectivity to preferred modes of transportation is encouraged.
- 7.18 Development of infrastructure that minimizes impacts to environmental resources is encouraged.
- 7.19 Buildings are encouraged to be net zero ready by 2032, as per the BC Step Code

(b) By adding reference to Commercial 2 in 7.11 Development Permit Area 1: Mount Currie Commercial by inserting the following wording after “Development Permit Area 1 includes all parcels designated as Commercial...”:

and Commercial 2 – Mixed Use Commercial and Multiple-Unit Residential...

(c) By adding Amendment Bylaw 1698-2020 to the Summary of Amendments table as follows:

1698-2020	Lil'wat Main Street Development OCP Amendment	, 2023
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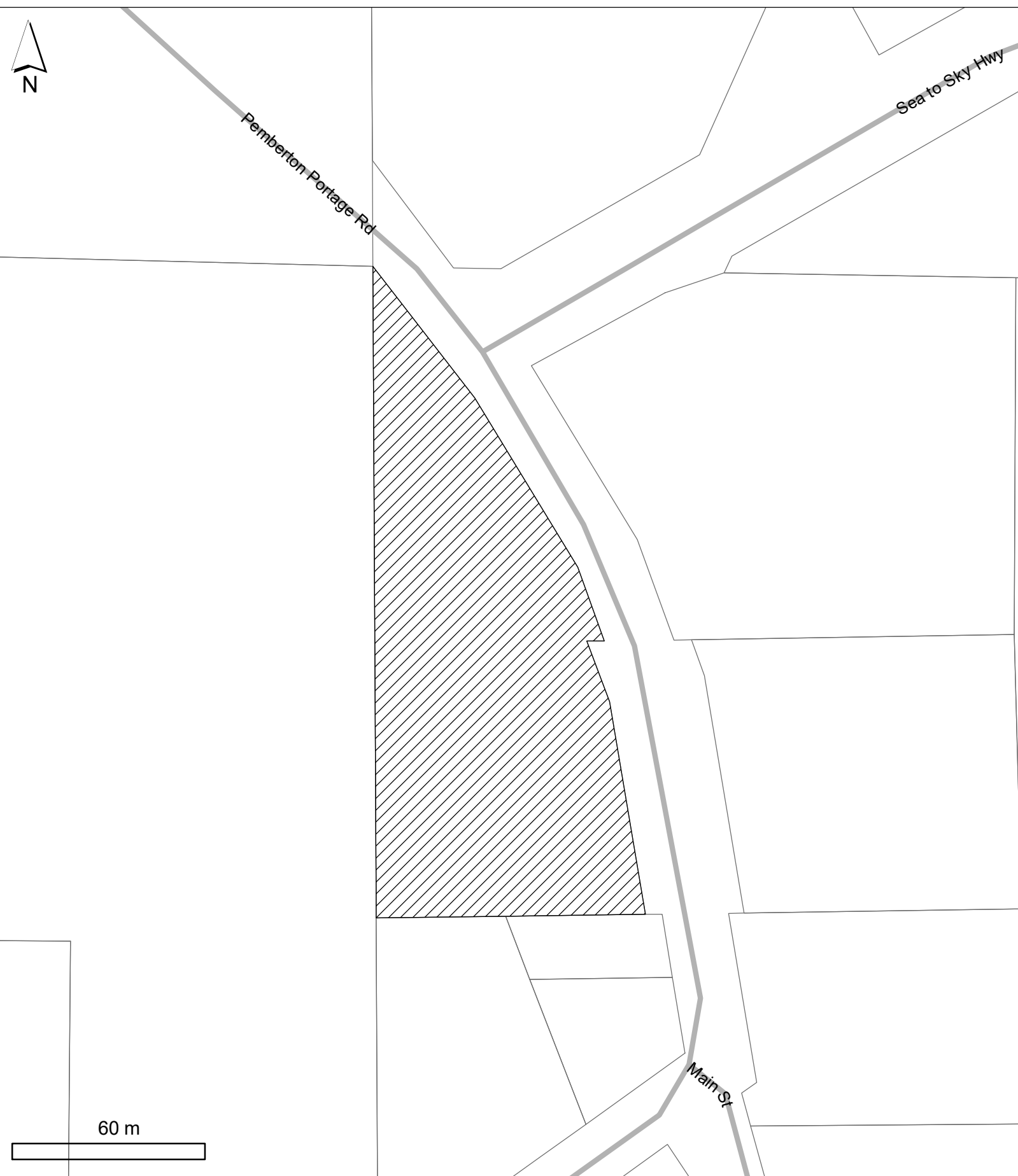
- 3. Map 1 (Area C Land Use Designations) of the Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999 is amended as follows:

By redesignating the land legally described as “LOT 1 DISTRICT LOT 209 LILLOOET DISTRICT PLAN EPP102417” from Commercial to Commercial 2 – Mixed Use Commercial and Multiple-Unit Residential as shown on Schedule “1”.

READ A FIRST TIME this	16 th day of	DECEMBER, 2020
READ A SECOND TIME this	20 th day of	APRIL, 2022
PUBLIC HEARING held this	17 th day of	MAY, 2022
READ A THIRD TIME this	29 th day of	JUNE, 2022
ADOPTED this	day of	, 2023

Jen Ford
Chair

Kristen Clark
Director of Legislative Services and
Corporate Services



Schedule 1



Commercial to Commercial 2 - Mixed-Use Commercial and Multiple-Unit Residential

SQUAMISH-LILLOOET REGIONAL DISTRICT

Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Mainstreet Development) No. 1791-2023

A bylaw to authorize the Squamish-Lillooet Regional District to enter into a housing agreement for non-market rental housing for the lands known as 2037 Sea to Sky Hwy 99 (LOT 1 DISTRICT LOT 209, LILLOOET DISTRICT, PLAN EPP102417) Mount Currie, BC

WHEREAS the Squamish-Lillooet Regional District has received an application to enter into a housing agreement for non-market rental housing in respect of the parcel noted below;

WHEREAS Section 483 of the Local Government Act empowers the Board of the Squamish-Lillooet Regional District to enter into a housing agreement;

NOW THEREFORE the Board of the Squamish-Lillooet Regional District, in open meeting assembled, enacts as follows:

- 1. This bylaw may be cited as “Squamish-Lillooet Regional District Housing Agreement Bylaw (Lil'wat Main Street Development) No. 1791-2023”.

Agreement Authorized

- 2. The Chair and the Corporate Officer are authorized to execute the Housing Agreement:
 - (a) Substantially in the form attached to this Bylaw as Schedule A;
 - (b) Between the Squamish-Lillooet Regional District and Lil'wat Capital Assets Inc. or other registered owners from time to time of the land described as 2037 Sea to Sky Hwy 99 at Mount Currie, BC legally described as:

PID: 031-105-084, LOT 1 DISTRICT LOT 209, LILLOOET DISTRICT, PLAN EPP102417

READ A FIRST TIME	this	day of	,2023.
READ A SECOND TIME	this	day of	,2023.
READ A THIRD TIME	this	day of	,2023.
ADOPTED	this	day of	,2023.

Jen Ford
Chair

Kristen Clark
Director of Legislative Services and Corporate Services



Schedule A

1. Application

Stewart McDannold Stuart
837 Burdett Avenue
2nd Floor
Victoria BC V8W 1B3
2503807744

248 177 PJ/sa

2. Description of Land

PID/Plan Number	Legal Description
031-105-084	LOT 1 DISTRICT LOT 209 LILLOOET DISTRICT PLAN EPP102417

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

LIL'WAT CAPITAL ASSETS INC., NO.BC0621373

6. Transferee(s)

SQUAMISH-LILLOOET REGIONAL DISTRICT
1350 ASTER STREET
PEMBERTON BC V0N 2L0

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

LIL'WAT CAPITAL ASSETS INC.
By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

SQUAMISH-LILLOOET REGIONAL DISTRICT
By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT – PART 2

HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference March 22, 2023

BETWEEN:

LIL'WAT CAPITAL ASSETS INC.

321 I.R. NO. 10

BOX 602

Mount Currie B.C. V0N 2K0

(the "**Owner**")

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT

Box 219

Pemberton, B.C. V0N 2L0

(the "**Regional District**")

WHEREAS:

- A. Lil'wat Capital Assets Inc. is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 031-105-084, LOT 1 DISTRICT LOT 209, LILLOOET DISTRICT, PLAN EPP102417

- B. The Regional District is a regional district incorporated under the provisions of the *Local Government Act*, R.S.B.C. 2015, c. 1.
- C. The Owner has applied to the Regional District for an amendment to the Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, and the Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002 (the "Zoning Bylaw"), under the terms of "Electoral Area C Official Community Plan Adoption Bylaw No. 689, 1999, Amendment Bylaw No. 1698-2020" and "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw No. 1697-2020", with the intent that following the adoption of those bylaws, the use and development of the Lands will be governed by Section 8.3 of the Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002 – C2 – Mixed Use Commercial & Multi-Unit Residential Zone (the "**C2 Zoning Regulations**").
- D. The Owner intends to develop a mixed-use commercial/residential development on the Lands, and has voluntarily agreed to enter into this Housing Agreement pursuant to section 483 of the *Local Government Act* to secure certain commitments the Owner has made for the provision of affordable housing on the Lands.

- E. The Owner's proposed development includes the construction of two buildings (as generally shown on the Site Plan attached as Schedule A to this Agreement), including the construction of 36 affordable rental units (collectively the "Affordable Rental Units") on the second and third floor of the South Building (as defined herein).
- F. Under section 483 of the *Local Government Act* R.S.B.C. 2015, c. 1 the Regional District may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to:
 - a. the form of tenure of the housing units;
 - b. the availability of housing units to classes of persons identified in the housing agreement or the authorizing bylaw;
 - c. the administration and management of the housing units; and
 - d. sale prices, rents that may be charged and the rates at which both may be increased over time.
- G. The Regional District and the Owner wish to enter into this Agreement, as a Housing Agreement pursuant to Section 483 of the *Local Government Act*, to ensure the perpetual availability of the Affordable Rental Units as rental units, and to establish the terms and conditions regarding the affordability and occupancy thereof.
- H. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, may be granted in favour of the Regional District and may be registered as a charge against the title to land, and may contain provisions respecting the subdivision and development of land, including the use of land or the use of a building on or to be erected on land, that land is to be built on in accordance with the covenant, and that land is not to be built on or subdivided except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT under section 483 of the *Local Government Act*, and Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Owner by the Regional District (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. In this Agreement the following terms have the meaning assigned herein:
 - (a) "Accessible Dwelling Unit" means a Dwelling Unit that is accessible as per the requirements in the BC Building Code (BCBC), where accessible means an area and its facilities, or both, as required by the BCBC, which is easy to approach, enter, exit, operate, participate in, pass to and from, and use safely and independently by persons with disabilities;
 - (b) "Affordable Rental Units" means the thirty-six (36) Dwelling Units that must be constructed by the Owner on the Lands, and then rented to, and occupied by, Qualified Persons under the terms of a Tenancy Agreement, in accordance with the terms and conditions of Part V of this Agreement;
 - (c) "Agreement" means this Housing Agreement and Section 219 Covenant;

- (d) “Assessed Value” means the most recent value of an Affordable Rental Unit as determined by the assessment authority for the area in which the Affordable Rental Unit is situated;
- (e) “Building Bylaw” means the Regional District’s Building Bylaw No. 1611-2020, as amended or replaced from time to time
- (f) “Building Permit” means a permit authorizing the construction of an Affordable Rental Unit, as issued under the Building Bylaw;
- (g) “Development Permit” means means a permit issued by the Regional District pursuant to section 490 of the *Local Government Act*, authorizing one or more of the activities referred to in section 489 of the *Local Government Act*;
- (h) “Dwelling Unit” has the same meaning as under the Zoning Bylaw;
- (i) “Eligible Person” means a person whose income is at or below the prescribed limits in any agreement the Owner enters into with BC Housing, if applicable, and who is:
 - i. registered as a member of the Lil’wat Nation;
 - ii. registered as a member of a Neighbouring First Nation;
 - iii. an SLRD Employee;
 - iv. a Village of Pemberton Employee;
 - v. a Resort Municipality of Whistler Employee;
- (j) “Final Inspection Notice” has the same meaning as under the Building Bylaw;
- (k) “Full-Time Employment” means employment (whether as an employee or in a self-employed capacity) for at least 30 hours per week on an annualized basis;
- (l) “Gross Household Income” means the total income from all sources, before tax, of all persons residing together in an Affordable Rental Unit;
- (m) “Housing Agreement Manager” means the person or organization that may be designated from time to time by the Regional District to administer this Agreement on the Regional District’s behalf;
- (n) “Housing Income Limits” means the maximum Gross Household Income for eligibility in affordable housing programs in the Planning Area Lower Mainland (Non-Market Areas), as determined from time to time by the British Columbia Housing Management Commission, or its successor in function;
- (o) “Lands” means the land described in Paragraph A of the recitals to this Agreement, and includes any lot, parcel or strata lot into which the Lands are Subdivided;

- (p) “Land Title Office” means the Kamloops Land Title Office, as established under the *Land Title Act*, or its successor;
- (q) “Neighbouring First Nation” means the Stl’atl’imx Nation surrounding the Lil’wat Nation, including Samahquam, Skatin, Xa’xtsa and N’Quatqua;
- (r) “Owner” includes the Transferor described in the General Instrument and any subsequent owner of the Lands or of a parcel or lot into which the Lands are Subdivided;
- (s) “Qualified Person” means an Eligible Person who does not personally, jointly, or indirectly through a trust, business asset, or otherwise, own any interest in real property anywhere in the world, from the time that such person either applies to rent an Affordable Rental Unit, until such person enters into a Tenancy Agreement for an Affordable Rental Unit, as applicable, unless:
 - i. the Assessed Value of all the real property he or she owns does not exceed 60% of the Assessed Value of the Affordable Rental Unit, as applicable; or
 - ii. the real property he or she owns is:
 - A. less than 400 square feet in area,
 - B. less than 650 square feet in area and it is the principal residence of that person and one other individual,
 - C. less than 850 square feet in area and it is the principal residence of that person and at least one child, or
 - D. less than 1200 square feet in area and it is the principal residence of that person and at least two children; or
 - iii. the real estate he or she owns is located within the Squamish-Lillooet Regional District,

and that person enters into an agreement with the Regional District to sell his or her interest in the real property within the time period specified by the Regional District, acting reasonably, or that person enters into another form of agreement with the Regional District with respect to that real property on terms acceptable to the Regional District in its sole discretion;
- (t) “Retiree” means an individual who:
 - i. is at least 55 years of age;
 - ii. has ceased Full-Time Employment; and
 - iii. was an SLRD Employee, Village of Pemberton Employee or Resort Municipality of Whistler Employee for at least 10 of the 12 years immediately preceding the date on which the individual ceased Full-Time Employment;

- (u) “Records” means all of the Owner’s documentation relating to the rental of the Affordable Rental Units, including tenancy agreements, rent rolls, books of account and receipts, and maintenance records;
- (v) “SLRD Electoral Area Business” means an individual, partnership, or corporation that operates a business, or provides a service (including services provided by not-for-profit organizations and public authorities):
 - i. from premises that are physically located in an electoral area of the Regional District;
 - ii. that is a permitted use of the premises from which the business operates, under the applicable zoning bylaw;
 - iii. that primarily and directly services residents of the Regional District, other businesses that operate primarily within the Regional District, or visitors to the Regional District;
 - iv. in the case of a home-based, self-employed, or mobile commercial business, that derives more than 75% of its business income from residents of the Regional District, businesses that operate primarily within the Regional District, or visitors to the Regional District; and
 - v. in the case of a business operating from commercial (non-residential) premises, that provides at least 75% of its business services to residents of the Regional District, businesses that operate primarily within the Regional District, or visitors to the Regional District;
- (w) “SLRD Employee” means:
 - i. a person who is engaged in Full-Time Employment by an SLRD Electoral Area Business; or
 - ii. a person who is engaged in Full-Time Employment by the Regional District

and includes a Retiree who was, immediately before the date they became a Retiree, an SLRD Employee;
- (x) “South Building” means the three-storey building that the Owner proposes to construct on the Lands, depicted on Schedule A as the “South Building”, and that will include a total of 36 Affordable Rental Units on the second and third floors;
- (y) “Subdivide” means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands 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 interests” or “shared interests in land” as defined in the *Real Estate Services Act*;
- (z) “Tenancy Agreement” means a tenancy agreement, lease, licence, or other agreement granting rights to occupy an Affordable Rental Unit, and that complies with the requirements of the *Residential Tenancy Act*, S.B.C. 2002, c. 78;

- (aa) “Tenant” means the person who rents an Affordable Rental Unit from the Owner under the terms of a Tenancy Agreement, and occupies the Affordable Rental Unit as their permanent residence;
- (bb) “Resort Municipality of Whistler Business” means an individual, partnership, or corporation that operates a business, or provides a service (including services provided by not-for-profit organizations and public authorities):
 - i. from premises that are physically located in the Resort Municipality of Whistler;
 - ii. that holds a valid business licence if required by the bylaws of the Resort Municipality of Whistler;
 - iii. that is a permitted use of the premises from which the business operates, under the applicable zoning bylaw;
 - iv. that primarily and directly services residents of the Resort Municipality of Whistler, other businesses that operate primarily within the Resort Municipality of Whistler, or visitors to the Resort Municipality of Whistler;
 - v. in the case of a home-based, self-employed, or mobile commercial business, that derives more than 75% of its business income from residents of the Resort Municipality of Whistler, businesses that operate primarily within the Regional District, or visitors to the Resort Municipality of Whistler; and
 - vi. in the case of a business operating from commercial (non-residential) premises, that provides at least 75% of its business services to residents of the Resort Municipality of Whistler, businesses that operate primarily within the Resort Municipality of Whistler, or visitors to the Resort Municipality of Whistler;
- (cc) “Resort Municipality of Whistler Employee” means:
 - i. a person who is engaged in Full-Time Employment by a Resort Municipality of Whistler Business; or
 - ii. a person who is engaged in Full-Time Employment by the Resort Municipality of Whistler;

and includes a Retiree who was, immediately before the date they became a Retiree, a Resort Municipality of Whistler Employee;
- (dd) “Village of Pemberton Business” means an individual, partnership, or corporation that operates a business, or provides a service (including services provided by not-for-profit organizations and public authorities):
 - i. from premises that are physically located in the Village of Pemberton;
 - ii. that holds a valid business licence if required by the bylaws of the Village of Pemberton;

- iii. that is a permitted use of the premises from which the business operates, under the applicable zoning bylaw;
- iv. that primarily and directly services residents of the Village of Pemberton, other businesses that operate primarily within the Regional District, or visitors to the Regional District;
- v. in the case of a home-based, self-employed, or mobile commercial business, that derives more than 75% of its business income from residents of the Village of Pemberton, businesses that operate primarily within the Village of Pemberton, or visitors to the Village of Pemberton; and
- vi. in the case of a business operating from commercial (non-residential) premises, that provides at least 75% of its business services to residents of the Village of Pemberton, businesses that operate primarily within the Village of Pemberton, or visitors to the Village of Pemberton;

(ee) “Village of Pemberton Employee” means:

- i. a person who is engaged in Full-Time Employment by a Village of Pemberton Business; or
- ii. a person who is engaged in Full-Time Employment by the Village of Pemberton;

and includes a Retiree who was, immediately before the date they became a Retiree, a Village of Pemberton Employee;

2. In this Agreement:

- a) a reference to a “Part” of this Agreement means the provisions of this Agreement that are contained under a separate subject heading, and a reference to a “section” or “sub-section” together with a number means the provisions of this Agreement that are contained within the section or sub-section that has the corresponding number;
- b) a reference to an enactment (including without limitation a bylaw of the Regional District) is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- c) any act, decision, determination, consideration, consent or exercise of discretion by a party, or other person, as provided for under this Agreement, must be performed, made, or exercised reasonably.

3. Words and expressions used in this Agreement that are not defined in section 1.1 have the same meaning as under the C2 Zoning Regulations, unless the context requires otherwise.

4. Each covenant, agreement or obligation of the Owner under this Agreement is to be construed as a covenant granted in favour of the Regional District pursuant to section 219 of the *Land Title Act*, and as a term and condition of a housing agreement under section 483 of the *Local Government Act*.

5. The following Schedules are attached to and form part of this Agreement:

Schedule A – Lil'wat Mainstreet Development Affordable Rental Units

Schedule B – Statutory Declaration

PART II – PURPOSE

6. The Owner and the Regional District agree that the primary purpose of this Agreement is to provide affordable housing to Qualified Persons in accordance with the affordable housing objectives of the Regional District and the provisions of the C2 Zoning Regulations, and this Agreement is to be interpreted accordingly.

PART III – COVENANT FOR PROVISION AND DESIGNATION OF AFFORDABLE RENTAL UNITS

7. In this Part III, "Development Application" means any of the following:
- (a) an application for a Development Permit authorizing subdivision of any part of the Lands, alteration of any part of the Lands, or construction of a building on any part of the Lands;
 - (b) an application for approval of the subdivision of any part of the Lands under Part 7 of the *Land Title Act*;
 - (c) an application for a Building Permit authorizing the construction of a building or structure on any part of the Lands.
8. The Owner covenants and agrees with the Regional District that the South Building, consisting of a total of Thirty-six (36) Affordable Rental Units, will be built prior to the North Building.
9. In order to fulfill its obligation under section 8 of this Agreement the Owner must construct a total of Thirty-six (36) Affordable Rental Units on the Lands in accordance with this Agreement, as follows:
- (a) a maximum of ten (10) studio size Dwelling Units may be constructed and used as Affordable Rental Units;
 - (b) between twelve and fourteen (12 - 14) Dwelling Units with 1 bedroom must be constructed and used as Affordable Rental Units, and at least two (2) of these units must be Accessible Dwelling Units;
 - (c) a minimum of five (5) Dwelling Units with 2 bedrooms must be constructed and used as Affordable Rental Units; and
 - (d) a minimum of five (5) Dwelling Units with 3 Bedrooms must be constructed and used as Affordable Rental Units;

provided that, for certainty, the total number of Affordable Rental Units must be Thirty-six (36).

10. The Affordable Rental Units constructed by the Owner on the Lands must be located within the South Building.

PART IV – USE AND OCCUPANCY OF AFFORDABLE RENTAL UNITS

11. The Owner agrees that each Affordable Rental Unit may only be used and occupied as a permanent residence, by at least one Qualified Person, pursuant to a Tenancy Agreement.

PART V – TENANCIES AND TENANCY AGREEMENTS FOR AFFORDABLE RENTAL UNITS

12. The Owner will be solely responsible for screening prospective tenants for the Affordable Rental Units. For greater certainty, the Owner agrees that the Regional District and the Housing Agreement Manager, where a Housing Agreement Manager has been appointed, are not responsible for, and make no representation to the Owner regarding, the suitability of any prospective tenant on any tenancy list the Regional District or the Housing Agreement Manager may maintain from time to time.
13. The Owner will, from time to time as the Affordable Rental Units become vacant, make best efforts to lease or rent the vacant Affordable Rental Units to Qualified Persons who are listed on a tenancy application list maintained by the Lil'wat Nation or the Housing Agreement Manager.
14. When selecting a Tenant for an Affordable Rental Unit, the Owner shall give priority to applications from Qualified Persons as follows:
 - i. an application received from a Lil'wat Nation member, who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant, must be given first priority and may be accepted by the Owner, and the Owner must not accept an application from any other Qualified Person, unless the Owner has not received an application from a Lil'wat Nation member who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant;
 - ii. if the Owner does not receive an application from a Lil'wat Nation member who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant, an application received from a Neighbouring First Nation member, who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant, must be given first priority and may be accepted by the Owner, and the Owner will not accept an application from any other Qualified Person, unless the Owner has not received an application from (i) a Lil'wat Nation member, or (ii) a Neighbouring First Nation member who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant;
 - iii. if the Owner does not receive an application from (i) a Lil'wat Nation member, or (ii) a Neighbouring First Nation member, and who satisfies all other reasonable

and lawful criteria the Owner may take into account when selecting a Tenant, an application received from an SLRD Employee must be given first priority and may be accepted by the Owner, and the Owner will not accept an application from any Qualified Person unless the Owner has not received an application from (i) a Lil'wat Nation member, (ii) a Neighbouring First Nation member, or (iii) an SLRD Employee, and who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant; and

- iv. if the Owner does not receive an application from (i) a Lil'wat Nation member, (ii) a Neighbouring First Nation member, or (iii) an SLRD Employee, and who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant, the Owner may accept an application from a Village of Pemberton Employee or a Resort Municipality of Whistler Employee.
15. When advertising the availability of an Affordable Rental Unit for rent, the Owner must include in the advertisement a statement of the qualifications and criteria for selection as a Tenant of the Affordable Rental Unit under this Agreement.
 16. The Owner must not rent or lease any Affordable Rental Unit except in accordance with the following additional conditions:
 - (a) the total annual rent charged under a Tenancy Agreement that the Owner enters into must not exceed 30 per cent of the Housing Income Limits as applicable to that Affordable Rental Unit at the time the Tenancy Agreement is entered into. By way of illustration, as of the date of this Agreement, the Housing Income Limits for Lower Mainland (Non-Market Areas), British Columbia are:
 - i. \$77,000 for a 1 bedroom or studio unit, such that the total annual rent permitted under this Agreement for a studio or one bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$77,000;
 - ii. \$89,500 for a 2 bedroom unit, such that the total annual rent permitted under this Agreement for a 2 bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$89,500;
 - iii. \$98,000 for a 3 bedroom unit, such that the total annual rent permitted under this Agreement for a 3 bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$98,000; and
 - iv. \$106,000 for a 4 bedroom unit, such that the total annual rent permitted under this Agreement for a 4 bedroom unit that was rented as of the date of this Agreement would not exceed 30% of \$106,000;
 - (b) following the execution of a Tenancy Agreement, the rent charged by the Owner for an Affordable Rental Unit under that Tenancy Agreement may only be increased in accordance with the provisions of the *Residential Tenancy Act*.
 - (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, or 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 this Agreement;
 - (f) to the extent permitted by the *Residential Tenancy Act*, 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 Affordable Rental Unit in breach of the use or occupancy restrictions contained in this Agreement;
 - (g) the Tenancy Agreement will contain a provision in which the Tenant grants its consent to the Owner's disclosure of any information concerning the Tenant the Owner is obligated to provide to the Regional District under this Agreement;
 - (h) to the extent permitted by the *Residential Tenancy Act*, 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 Affordable Rental Unit for three consecutive months or longer, notwithstanding the timely payment of rent;
 - (i) to the extent permitted by the *Residential Tenancy Act*, the Tenancy Agreement will provide that the Tenant will not sublease the Affordable Rental Unit or assign the Tenancy Agreement;
 - (j) to the extent permitted by the *Residential Tenancy Act*, the Owner will terminate any Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Affordable Rental 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); and
 - (k) the Owner will deliver a copy of each Tenancy Agreement to the Regional District on demand.
17. The Regional District 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 Regional District considers advisable.
18. Within 10 business days after receiving notice from the Regional District, the Owner will in respect of each Affordable Rental Unit, deliver, or cause to be delivered, to the Regional District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The Regional District may request such a statutory declaration in respect of the Affordable Rental Unit no more than twice in any calendar year. The Owner hereby irrevocably authorizes the Regional District 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, to provide such information to the Regional District.

PART VI – MAINTENANCE OF AFFORDABLE RENTAL UNITS

19. The Owner covenants and agrees that:
- (a) it will maintain the Affordable Rental Units, to a standard consistent with the standards of a reasonable landlord in the Squamish-Lillooet Regional District, and so that the Affordable Rental Units are fit for habitation; and
 - (b) it will comply with all laws, including health and safety standards, applicable to the maintenance of the Affordable Rental Units.

PART VII – DEMOLITION

20. The Owner must not demolish an Affordable Rental Unit 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 Affordable Rental Unit, and the Owner has delivered to the Regional District a copy of the engineer's or architect's report; or
 - (b) the Affordable Rental Unit is damaged or destroyed, to the extent of 40% or more of its value above the foundation, as determined by the Regional District's building inspector, and
 - (c) if required by the Building Bylaw, a demolition permit for the Affordable Rental Unit has been issued by the Regional District (unless the Affordable Rental Unit has been destroyed by an accident, act of God, or sudden and unanticipated force) and the Affordable Rental Unit has been demolished under that permit.
21. Following demolition, any Dwelling Unit built to replace the demolished Affordable Rental Unit will be subject to the terms and conditions of this Agreement, to the same extent and in the same manner as this Agreement applied to the demolished Affordable Rental Unit.

PART VIII – MANAGEMENT

22. The Regional District may from time to time, in its sole discretion, appoint a Housing Agreement Manager to assist the Regional District with the administration of this Agreement, and may provide notice of that appointment to the Owner, and advise the Owner of the matters that the Housing Agreement Manager is responsible for.
23. The Owner covenants and agrees to provide the Regional District with a written report, to be submitted by no later than November 30 of each year, confirming:
- (a) the names of all Tenants of the Affordable Rental Units;
 - (b) the total rent being charged for each Affordable Rental Unit, including any increases in rent over the previous 12 months; and
 - (c) for each Affordable Rental Unit, such information that the Regional District may reasonably require to confirm that the Affordable Rental Unit continues to be occupied by a Qualified Person in accordance with the terms of this Agreement.

24. The Owner will retain all Records that pertain to its obligations under this Agreement for not less than seven (7) years following the date of receipt or production of the Records.
25. Once every calendar year, on reasonable written notice, the Owner shall allow the Regional District to inspect the Records, and the Regional District may make extracts from and take copies of the Records, subject to the Owner's disclosure of any personal information to the Regional District being permitted under the provisions of the *Personal Information Protection Act* (British Columbia), and the Regional District complying with its own statutory obligations with respect to the safeguarding of personal information.

PART X – MODIFICATION AND DISCHARGE OF THIS AGREEMENT

26. Prior to the issuance of a Final Inspection Notice for an Affordable Rental Unit, the Owner must prepare a modification of this Agreement, in a form acceptable to the Regional District, and for registration in the Land Title Office, for the purpose of confirming that the Affordable Rental Unit is an Affordable Rental Unit that is subject to the provisions of Part V of this Agreement.
27. At the request of the Owner the Regional District will execute and return to the Owner discharges of this Agreement in registrable form for each Dwelling Unit on the Lands that is on its own separate legal parcel and is not an Affordable Rental Unit provided that, where the Lands are subdivided under the *Strata Property Act*, the Regional District may withhold delivery of any discharges required to be delivered pursuant to this section until after the Regional District has received from the strata corporation its duly authorized agreement that it will not take any action that would result in an inability to rent the Affordable Rental Units in accordance with this Agreement or would render such rental a breach of the strata corporation bylaws. The preparation, delivery and registration of discharges under this section shall be at the Owner's sole expense.

PART XI – INTERPRETATION

28. 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 an enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

- (f) the provisions 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 unless otherwise indicated in this Agreement;
- (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 XII – MISCELLANEOUS

29. **Housing Agreement.** The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act* (British Columbia);
- (b) where an Affordable Rental Unit is on its separate legal parcel, the Regional District may file a notice of housing agreement under section 483 of the *Local Government Act* in the Land Title Office against title to the Affordable Rental Unit; and
- (c) where the Affordable Rental Unit is not on its separate legal parcel, or has not yet been constructed, or where the Lands have not yet been Subdivided to create the Affordable Rental Unit, the Regional District may file a notice of housing agreement under section 483 of the *Local Government Act* in the Land Title Office against title to the Lands.

30. **Modification.** This Agreement may be modified or amended from time to time, if authorized by bylaw duly passed by the Board of the Regional District, if it is signed by the Regional District and a person who is the then-current registered owner of the Lands.

31. **Indemnity.** The Owner will indemnify and save harmless the Regional District 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, in connection with this Agreement;
 - (b) the Owner's ownership, lease, operation, management or financing of the Lands or the Affordable Rental Units.
- 32. **Release.** The Owner by this Agreement releases and forever discharges the Regional District 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 Lands or any Affordable Rental 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, except where such advice or direction constitutes gross negligence, wilful misconduct, or a breach of this Agreement, by the Regional District or by any other person for whom at law the Regional District is responsible.
- 33. **Survival.** The obligations of the Owner set out in sections 25, 31 and 32 will survive termination of this Agreement.
- 34. **Regional District Power Unaffected.** This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the Regional District under any enactment or at common law, including in relation to the use or subdivision of the Lands;
 - (b) impose on the Regional District 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 Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
- 35. **Agreement for Benefit of Regional District only.** The Owner and the Regional District agree that:
 - (a) this Agreement is entered into only for the benefit of the Regional District;
 - (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 Lands or the building or any portion thereof, including any Affordable Rental Unit;
 - (c) the Regional District 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, but if the Regional District releases or discharges this Agreement under this section it will give written notice to the Owner within 14 days.
- 36. **No Public Law Duty.** Without limiting or affecting the Regional District's obligation to act reasonably under section 2(c), where the Regional District 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 Regional District is under no public law duty of fairness or natural justice in that regard and agrees that the Regional District 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 the Owner set out in the records at the Land Title Office, and in the case of the Regional District addressed or such other address that the Regional District may provide from time to time:

To: Squamish-Lillooet Regional District
PO Box 219, 1350 Aster Street
Pemberton, BC V0N 2L0,

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.

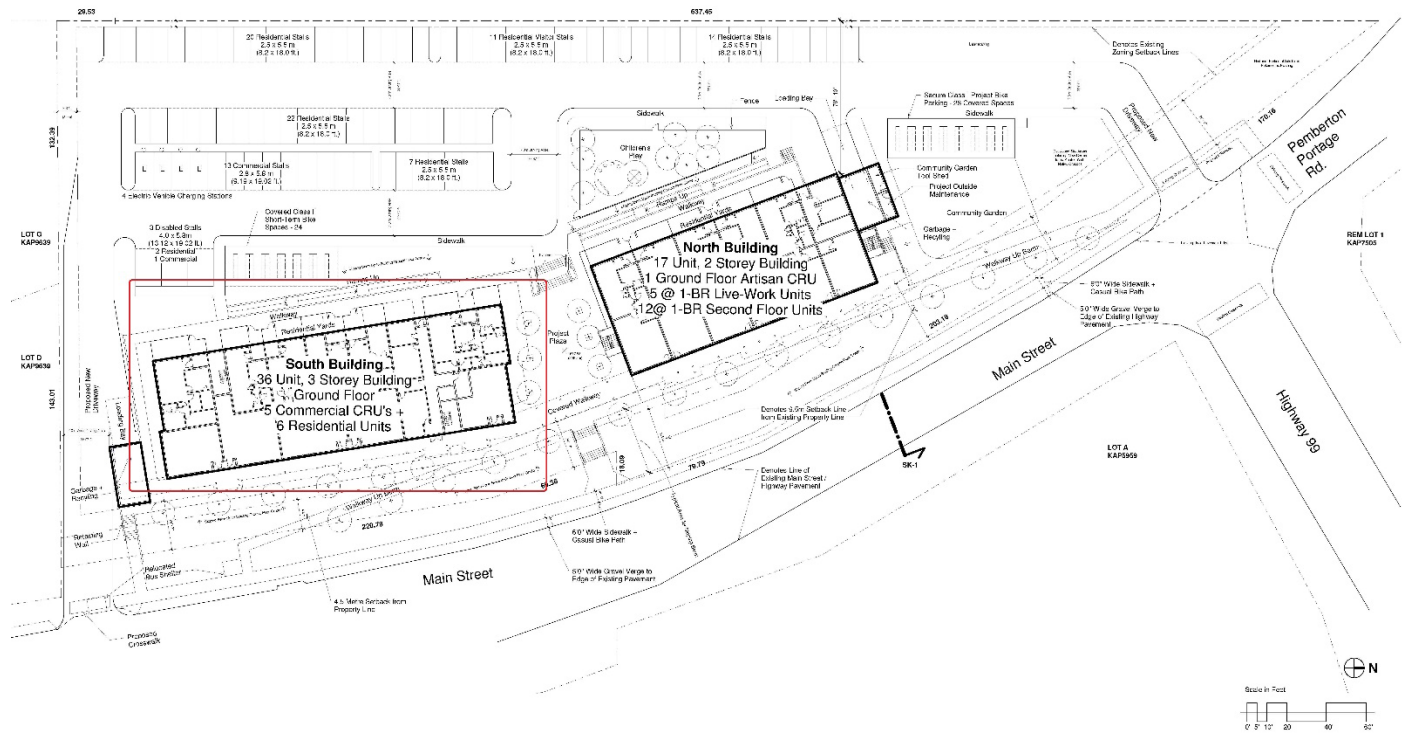
38. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
39. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof 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 Regional District will be cumulative and may be exercised by the Regional District 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 Regional District 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 Regional District and the Owner respecting the use and occupation of the Affordable Rental Units, and there are no warranties, representations, conditions or collateral agreements made by the Regional District except as set forth in this Agreement.
42. **Further Assurance.** Upon request by the Regional District, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Regional District to give effect to this Agreement.
43. **Covenant Runs with the Land.** This Agreement burdens and runs with the Lands 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 Lands.
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 Lands.

45. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Regional District 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.
46. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the Regional District or give the Owner any authority to bind the Regional District 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.

The Owner and Regional District acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C attached hereto.

Schedule A

Lil'wat Mainstreet Development Affordable Rental Units



SCHEDULE "B"
STATUTORY DECLARATION
CANADA
PROVINCE OF BRITISH COLUMBIA
IN THE MATTER OF A HOUSING AGREEMENT WITH
THE SQUAMISH-LILLOOET REGIONAL DISTRICT ("Housing Agreement")

TO WIT:

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

1. I am the owner of _____ (the "Affordable Rental 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 Affordable Rental Unit.
3. For the period from _____ to _____, the Affordable Rental Unit was occupied only by the Qualified Persons and 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 Qualified Persons and Retirees:
Names, addresses and phone numbers of Employers (as applicable):
4. The rent charged each month for the Affordable Rental Unit is as follows:
(a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
(b) the rent on the date of this statutory declaration: \$ _____; and
(c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ _____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the Squamish-Lillooet Regional District registered in the land title office against the land on which the Affordable Rental Unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.
6. 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 the)
_____, British Columbia, this)
____ day of _____)
____)
____)
____)

Print Name:

A Commissioner for Taking Affidavits)
for British Columbia)