



REQUEST FOR DECISION

Furry Creek Neighbourhood – OCP and Zoning Amendment (Second Reading and Public Hearing)

Meeting Date: June 29, 2022

To: SLRD Board

Applicant: Fine Peace Furry Creek Development Ltd.

Location: Furry Creek, Electoral Area D

Legal Descriptions: Various – [see linked document](#)

RGS Designation: Master Planned Community	OCP Designation: Planned Community	Zoning: Unzoned Furry Creek Residential 2	Development Permit Areas: Riparian Protection Environmental Protection Natural Hazard Protection Wildfire Protection Form, Character & Conservation
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RECOMMENDATIONS:

THAT Bylaw 1726-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021” be given second reading.

THAT Bylaw 1727-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021” be given second reading.

THAT the Board direct staff to schedule and advertise a public hearing, to be held in person, and delegate the holding of the public hearing to Electoral Area D Director Tony Rainbow with Director Jen Ford as alternate delegate pursuant to Section 469 of the *Local Government Act*, for the consideration of Bylaw 1726-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021” and Bylaw 1727-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021”.

THAT Fine Peace Furry Creek Development Ltd. retain consultants to prepare a 1:10,000 geotechnical hazard study, to be completed prior to bylaw adoption, as per MOTI requirements.

THAT Fine Peace Furry Creek Development Ltd. retain consultants to prepare a source water protection plan, to be completed prior to bylaw adoption, as per Vancouver Coastal Health requirements.

THAT the Development Lands Section 219 Covenant (land development agreement) and Housing Agreement Bylaw be provided in registrable form prior to bylaw adoption.

THAT the Corporate Officer and/or SLRD Board Chair be authorized to sign any documentation as may be required to effect registration of the land development agreement and housing agreement (via a section 219 covenant) at the Land Title Office.

THAT cash funds in the amount of \$400,500 (dollar amount expressed in 2021 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada), as per the SLRD Community Amenity Contributions Policy No. 2-2018 and to support the required expansion of the Howe Sound East Fire Protection Service, be submitted to the SLRD prior to adoption of the bylaw.

KEY ISSUES/CONCEPTS:

In March 2019 the SLRD received a development application from Fine Peace Furry Creek Development Ltd. (FPFCD) for Comprehensive Development Zoning at Furry Creek. An OCP Amendment is required to update the Furry Creek Neighbourhood section of the Howe Sound East Sub Area Plan, including the addition of development permit areas and mapping.

The SLRD Board gave first reading to OCP Amendment Bylaw No. 1726-2021 and Zoning Amendment Bylaw No. 1727-2021 (the Amendment Bylaws) in July 2021. The referral process, addressing referral comments, preparing legal agreements (Land Development Agreement and Housing Agreement), and negotiating voluntary financial contributions for expansion of fire services has been the focus of work since first reading. With referral comments addressed, the legal agreements prepared, and voluntary financial contributions negotiated, the Amendment Bylaws are being presented for consideration of second reading and scheduling of the public hearing.

Zoning Amendment Bylaw 1727-2021 (Appendix A)

The proposed development includes zoned and unzoned lands, which have existing Ministry of Transportation and Infrastructure (MOTI) development approvals dating back to 1991 (Preliminary Layout Approval (PLA)) and two Section 219 land development agreements (Waterfront and Uplands Covenants). SLRD staff propose that the rights and obligations set out in these Covenants and PLA be incorporated in a new Section 219 land development agreement and Comprehensive Development Zoning Bylaw, along with more detailed development controls (gross floor area, height, siting, parcel area/coverage, etc.), development permit areas, and more diversified housing options (original development was largely single family dwellings).

The Furry Creek Comprehensive Development 3 Zone (CD3 Zone) provides for:

- up to 870 dwelling units – including a minimum of 120 non-market affordable dwelling units with a minimum of 60 residential rental tenure units;
- up to 120 resort hotel/tourist accommodation units;
- 2323m² of village/community commercial;
- community centre (372m²), administration office (93m²), and child care facility(s) (74 spaces at build out);
- 19.1 ha of parks, trails and open space;
- transportation hub – including park & ride, bicycle lockers, electric vehicle charging stations and transit shelters;

- neighbourhood shared electric vehicles/electric bicycles
- public works yard;
- serviced and “ready to build” school site
- fire hall – including quint/aerial ladder truck and equipment; and
- Howe Sound East Fire Protection Service Expansion Funding (\$400,500 upfront CAC and \$963,000 in Zoning Amenity Installments at full build out).

OCP Amendment Bylaw 1726-2021 (Appendix B)

The subject lands are designated Planned Community under the Electoral Area D Official Community Plan Bylaw No. 1135-2013, which provides for the proposed development. The OCP Amendment Bylaw seeks to replace the existing Furry Creek Neighbourhood section with updated content and mapping, recognizing the focussed planning process that has now taken place.

The new Furry Creek Neighbourhood section of the Howe Sound East Sub Area Plan includes:

- updated Furry Creek Neighbourhood vision, objectives and policies; and
- Riparian Protection, Environmental Protection and Natural Hazards Protection Development Permit Area (DPA) mapping (full DPA guidelines are included in the Area D OCP Bylaw).
- Note the Form, Character & Conservation Development Permit Area also applies to all intensive residential, commercial and multi-family development and the Wildfire Protection Development Permit Area applies to all areas in Electoral Area D.

The subject lands are designated Master Planned Community under the SLRD Regional Growth Strategy Bylaw No. 1062, 2008 (RGS) and the proposed development is generally aligned with the goals and strategic directions of the RGS. The proposal also directly addresses recommendations from the recently completed SLRD Housing Need and Demand Study (2020), which recommends that the SLRD “*require a minimum of 15% of units in new developments to be affordable housing units. Utilize restrictive covenants and housing agreements to secure units at affordable rental rates in new developments. One of the key gaps is workforce housing and affordability should be defined as no more than 30% of typical wages and salaries in the community*”.

RELEVANT POLICIES:

[Squamish-Lillooet Regional District Regional Growth Strategy Bylaw No. 1062, 2008](#)

[Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013](#)

[Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016](#)

[Squamish-Lillooet Regional District Housing Need and Demand Study, 2020](#)

BACKGROUND:

Project Description

The Furry Creek Neighbourhood comprises approximately 419 hectares (1036 acres) of property to the north and south of Furry Creek along the Sea-to-Sky Highway. A Preliminary Layout Approval (PLA) issued by the Ministry of Transportation and Highways in April 1991 approved an overall plan for the Furry Creek development, which “included a golf course, marina of not less than 80 berths, a resort or hotel with up to 300 rooms, and up to 920 single-family and multi-family residential units and neighbourhood commercial facilities”. The

development also included community facilities, a variety of parks, trails, and waterfront access. There are two existing Section 219 land development agreements: the Waterfront covenant allows 250 dwelling units and 15,000 square feet of commercial space; and the Uplands Covenant allows 670 dwelling units and sets out the landowner's obligation to provide a Fire Hall, Community Centre, Administrative Offices, and a Public Works Yard. To date, the golf course and clubhouse have been completed, along with 56 condominium dwelling units on the Waterfront and 90 single-family and 4 duplex dwelling units in the Uplands.

Unit Mix & Type

The project and zoning propose:

- 870 dwelling units (120 of which are non-market affordable dwelling units);
- 120 resort hotel/tourist accommodation units; and
- 2323m² of village/community commercial.

The project and zoning also provide a much greater variety of housing choices within the community, including townhouse (with policy that prioritizes triplex and fourplex), duplex, apartment, auxiliary dwelling units, lock-off suites, a minimum of 60 residential rental tenure units (non-market affordable) and a maximum of 60 single family dwellings (including small lot SFD).

Amenities

The project and zoning confirm important amenity details such as:

- the locations and sizes for the neighbourhood commercial village, community centre and child care facility, resort/hotel facilities and proposed marina (see Appendix A Schedule B13);
- the location and size for the fire hall (including quint/aerial ladder truck and equipment) and public works yard (see Appendix A Schedule B13 and Appendix G);
- Howe Sound East Fire Protection Service expansion funding (upfront and installments)
- the locations, sizes and phasing of trails, parks and open space, community gardens and trailhead parking as well as connections to the regional trails network (see Appendix A Schedule B12 and Appendix G);
- transportation hub, transit stops/shelters and pedestrian connectivity (see Appendix A Schedule B13 and Appendix G);
- serviced and "ready to build" school site; and
- public works yard.

Affordable Housing

The application proposes the total number of units permitted on the lands be increased so that up to 15% of the approximately 800 remaining units be available as affordable units. The CD3 Zone proposes 750 market dwelling units and 120 non-market affordable dwelling units. It is envisioned that these non-market units would include:

- 'workforce rental housing' for those working at the golf course, cafes and restaurants, and resort facilities as well as essential services such as firefighting and child care;
- smaller self-contained units, and shared living accommodation; and
- co-housing living development, catering to families with and without children.

The CD3 Zone also sets out the timing for the provision of the 120 non-market affordable dwelling units:

- 40 units are committed to be constructed in the initial phase of development, in conjunction with the fire hall.
- All non-market affordable dwelling units will be provided for prior to the 351st market dwelling unit, for a total of 60 affordable and covenanted rental dwelling units and 60 affordable and covenanted ownership dwelling units.
- The terms and conditions for affordability and tenure of the non-market affordable dwelling units shall be secured by the housing agreement authorized under a housing agreement bylaw (see Appendix D Housing Agreement Bylaw) to be executed by the applicant in advance of bylaw adoption. Requirements will also be outlined in the land development agreement (see Appendix C Land Development Agreement).
- All affordable dwelling units are prioritized as Employee units (including Retirees) as per the following: 1) Furry Creek Firefighter/Furry Creek ECE; 2) a Furry Creek Employee; 3) an SLRD Employee; and 4) a Municipal Employee;
- Affordable rental units are set at 30% of Gross Household Income and affordable ownership units are set at 80% Fair Market Value.
- Preliminary arrangements have been made with Sea-to-Sky Community Services to assist with the management of the affordable housing.
- The precise location and size of the non-market affordable dwelling units will be determined in conjunction with SLRD staff as the community development proceeds; however, the legal agreements include commitments for diversity in unit type and integration throughout neighbourhood (commitments outlined in detail below and in Appendix C and D).

See [May 2021 Furry Creek – A Complete Recreational/Residential Community Addendum Report to 2019 Comprehensive Zoning Application](#) for full details of project description, including neighbourhood plans, phasing, renderings, amenities, affordable housing, and sustainability commitments.

RGS Summary

The subject properties are designated Master Planned Community under the SLRD Regional Growth Strategy (RGS). Under the RGS, *“For existing SLRD Master Planned Communities, further growth is not supported beyond what is currently contemplated in SLRD Official Community Plans (OCPs) and what is specified in the SLRD Regional Growth Strategy (RGS)”*. The project is within Furry Creek and does not propose an increase in density or area. Further, the unit mix and tenure proposed expands housing choice in the Furry Creek Neighbourhood and Howe Sound East Sub Area.

OCP Summary

The subject properties are designated Planned Community under the Electoral Area D OCP. Under the OCP, the Planned Community Designation states: *“The Planned Community designation applies to those lands that have undergone, or will undergo a more focused planning process and ultimately the development of a sub-area plan. Planned communities are serviced nodes of development that may be primarily residential, or can include a mix of uses such as residential, commercial to service the local needs, and create a more complete community.”* The OCP Amendment Bylaw 1726-2021 and Zoning Amendment Bylaw 1727-2021

reflect a focused planning process for the Furry Creek Neighbourhood; the CD3 Zone proposes 14 Zone Areas and 10 Neighbourhoods, with build out to take place over at least 7 phases.

Howe Sound East Sub Area Plan

Under the Electoral Area D OCP Howe Sound East Sub Area Plan, the following Implementation Section policy is relevant when considering the project and amendment bylaws:

7.1.8 Amend the Furry Creek Zoning By-law No. 672, 1998 to incorporate the “Uplands” area and establish zoning regulations consistent with the Preliminary Layout Approval and registered development agreement for the Uplands.

The CD3 Zone establishes zoning regulations for the Uplands area, which are consistent with the Preliminary Layout Approval (PLA) and existing land development agreement covenants (Waterfront and Uplands).

Zoning Summary

Furry Creek is largely unzoned. Zoning Amendment Bylaw 1727-2021 proposes to introduce Comprehensive Zoning to the subject parcels, which provides for development according to “areas”. The Furry Creek Comprehensive Development 3 Zone (CD3 Zone) includes:

- 7 residential areas, differentiated largely by maximum building height;
- 2 residential with commercial areas, differentiated by maximum building height;
- 2 residential/tourist accommodation areas, differentiated by maximum building height;
- Village commercial;
- Open space, park and community use, and;
- Utility and administration areas.

Community Consultation Summary

To date community consultation has been initiated by FPFCD. It has included annual year end presentations, a two-day design workshop, and annual reports to the Furry Creek Community Association and Oliver’s Landing Strata AGMs. FPFCD has also confirmed meetings have been held with key individuals and community leaders to discuss special areas of interest including trails and open space, marina facilities, the proposed resort facilities and new housing choices. A summary of proponent-led community meetings is available [here](#).

A Public Hearing will take place following second reading of the amendment bylaws; this will provide additional opportunity for community input.

Previous Reports

[First Reading Report](#)

Previous Board Resolutions

(for Board resolutions prior to first reading, see first reading report linked above)

At the July 28, 2021 SLRD Board meeting it was resolved that:

THAT Bylaw 1726-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021” be introduced and given first reading.

THAT Bylaw 1726-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021” be referred to the appropriate First Nations, District of Squamish, and provincial agencies including the Ministries of Transportation and Infrastructure, Forests, Lands, Natural Resource Operations and Rural Development, and Vancouver Coastal Health for comment.

THAT Bylaw 1727-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021” be introduced and given first reading.

THAT Bylaw 1727-2021, cited as “Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021” be referred to the appropriate First Nations, District of Squamish, and provincial agencies including the Ministries of Transportation and Infrastructure, Forests, Lands, Natural Resource Operations and Rural Development, and Vancouver Coastal Health for comment.

THAT a Development Lands Section 219 Covenant (land development agreement) be prepared in advance of second reading and provided in registrable form, prior to bylaw adoption.

THAT a Housing Agreement Bylaw be prepared in advance of second reading and provided in registrable form, prior to bylaw adoption.

THAT Fine Peace Furry Creek Development Ltd. retain consultants to prepare a 1:10,000 geotechnical hazard study, to be completed prior to bylaw adoption, as per MOTI requirements.

Referral Responses

Referrals to neighbouring First Nations, local governments, school districts and provincial agencies ensure indigenous and technical considerations are addressed early in the project process. The following provides a summary of the referral responses received:

Squamish Nation – response received. Recommendations are being addressed concurrently to the zoning and OCP amendment process, as supported by Squamish Nation. Summary of recommendations included below in Table 2.

District of Squamish – response received. See Table 3 below for a high-level Summary of Referral Comments and Responses and Appendix F for a more Detailed Summary of Comments and Responses.

Ministry of Transportation and Infrastructure – response received. See Table 3 below for a high-level Summary of Referral Comments and Responses and Appendix F for a more Detailed Summary of Comments and Responses.

Ministry of Forests, Lands and Natural Resource Operations and Rural Development – response received. The referral response stated, *Crown Lands has no comments on this referral since the proposed changes involve only private land.*

School District 48 – no response

Vancouver Coastal Health – response received. See Table 3 below for a high-level Summary of Referral Comments and Responses and Appendix F for a more Detailed Summary of Comments and Responses.

BC Transit – response received. See Table 3 below for a high-level Summary of Referral Comments and Responses and Appendix F for a more Detailed Summary of Comments and Responses.

ANALYSIS:

This section focuses on analysis of new information resulting from the SLRD Board Input, consultation with Squamish Nation, and referrals to agencies (Tables 1-3). See [first reading report](#) for full analysis of SLRD bylaws, policies and studies as well as professional reports submitted with the development application. Proposed CD3 Zone revisions and Furry Creek Neighbourhood OCP revisions are also highlighted in Table 4.

Table 1: Board Input at First Reading and Actions

The following table provides a summary of input received by the SLRD Board at first reading and outlines actions that have been taken as a result.

Item	Board Input	Action
Child Care Facility	- Need to verify proposed size is appropriate for full infant to preschool child care facility - Confirm viability of proposed size and lease rates - Board also provided subsequent input around importance of access rate targets and adequate area/space requirement guidelines	- SLRD staff met with District of Squamish staff to learn about access rate targets and approaches being implemented in Squamish - SLRD staff provided a memo to Furry Creek and Britannia South developers regarding <i>Child Care Facilities and Access Rate Targets for Howe Sound East Developments</i> (see Appendix E) - Zoning Bylaw Amenity Conditions, Land Development Agreement and Housing Agreement updated accordingly to reflect FPFCD commitments: 30% access rate at build out, with half of the spaces provided in conjunction with the community centre (it should be noted that no

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		communities within the S2S are close to providing a 30% access rate; the DoS has a 30% access rate target - Area requirements to be based on the City of Vancouver design guidelines - See Village Centre with updated Child Care Facility Plans (providing for the initial 37 spaces)
Fossil Fuel Free Community	• Board confirmed expectation for commitments and details to be outlined in Land Development Agreement	• Land Development Agreement includes commitment for Furry Creek Neighbourhood to be a fossil fuel free community.
Commercial Space	• Board is generally supportive of providing more commercial space • Opportunity to increase commercial space provided for under zoning • Identify areas for additional commercial space for future needs	• Commercial space increased to 2323m² (25000sqft) from 1400m² that was initially proposed • Zoning bylaw has been revised accordingly
Affordable Housing	• Specify unit sizes for affordable housing and ensure they are mixed throughout the community • Allow for small lot SFD and limit GFA • Affordable units need to be integrated throughout the neighbourhood and ideally in the same buildings	<u>Diversity in unit type:</u> Minimum commitment shall include: • a maximum of 10% studio suites and a maximum of 30% 1-bedroom • a minimum of 40% 2-bedroom and 20% 3-bedroom or more • see Housing Agreement section below for corresponding specific dwelling unit numbers <u>Integration throughout neighbourhood:</u> Minimum commitment: • affordable housing units shall be located within at least three different Neighbourhood Areas <u>Affordability:</u> • affordable rental units must not exceed 30 per cent of the Housing Income Limits (based on Gross Household Income) as

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		applicable to that Affordable Rental Unit • affordable ownership units must not exceed 80% Fair Market Value. See Appendix D Housing Agreement for diversity in unit type, integration, and affordability commitment details <u>Small lot SFD:</u> • Number of single-family dwellings increased from 50 to 60 and require a minimum of 10 small lots (4000sqft lots with dwellings not to exceed 2000sqft) • Zoning bylaw updated accordingly and details included in Land Development Agreement.
Dwelling units	• More information and requirements for equitable and diverse unit sizes • Require smaller units • Restrict GFA of units to address general affordability concerns	• See 'affordable housing' actions above. • Generally, the move to increased multi-family development will increase affordability compared to if the development was predominately SFDs as was approved under the original uplands development agreement
Employee Units	• Board confirmed expectation for percentage to be specified in housing agreement	• All 120 non-market affordable rental and ownership units are prioritized as Employee units (including Retirees) as per the following: 1) Furry Creek Firefighter/Furry Creek ECE; 2) a Furry Creek Employee; 3) an SLRD Employee; and 4) a Municipal Employee; • Requirements are set out in the Housing Agreement
Bird friendly windows	(To be addressed at DP stage when considering form and character)	N/A
Incorporation	(Discussion took place as to when/how this process occurs – no action needed)	N/A

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Fire Fighters/Services	• Training and recruitment levels need to be tied to development • Funding needed for operations and transition to exterior, paid-on call	• Building heights are tied to fire services available. • Land Development Agreement provides additional language to ensure BBVFD has resources and funding to operate at the Enhanced Service Level (in the opinion of the Fire Chief) • Howe Sound East Fire Protection Service Expansion Funding (\$400,500 upfront CAC and \$963,000 in Zoning Amenity Installments at full build out) • Requirements are set out in the Zoning Bylaw and Land Development Agreement
Fire Hall Site Plans & Concept Plans	• Full spec's for fire hall, aerial ladder truck, equipment	• See Updated Fire Hall Plans, Functional Program and Renderings • Financial commitments are aligned to ensure opportunity for joint-procurement with BBFVD and Britannia Fire Hall.
Residential storage space	• How to make more flexible; not necessarily at grade	• SLRD staff revised zoning definition to remove the "at grade" requirement.
School Site	• Proposed location details	• See updated School Site Plans and Geotechnical Memo

Table 2: Squamish Nation Recommendations and Actions

SLRD received a referral response from Squamish Nation (Department of Rights and Title) on November 2, 2021. Concerns were expressed around:

- Squamish Nation Siiyamin Candidate Site
- Registered Archeological Site
- Unprotected Mature Old Growth
- Protection of Salmon Habitat

A meeting was held on January 31, 2022 between representatives of the Squamish Nation, the SLRD, and FPFCD. Following the meeting, and in a letter dated February 11, 2022, it was communicated that "overall Squamish Nation does not have concerns on moving the Furry Creek Neighbourhood OCP and Zoning Amendment through the bylaw process". Further, it was confirmed that the remaining concerns/recommendations can be addressed concurrently to the SLRD OCP/Zoning amendment process. The remaining recommendations and actions to date are summarized in the following table:

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RECOMMENDATION	ACTIONS TO DATE
Cultural Working Group – Cultural Heritage Mitigation Plan, maintained cultural access, etc.	FPFCD continues to work with Squamish Nation to address and incorporate Squamish Nation recommendations Meeting with SN Rights & Title Cultural Branch scheduled for the end of June 2022
Archeological – meeting with Squamish Nation Archeologist and FPFCD to collaborate on mitigation plans.	A meeting was held in April 2022 between SN Archeologist and FPFCD. The purpose of the meeting was to briefly discuss the archeological studies that have been completed to date and produce an archeological plan of action. It was agreed: <i>at this time, the primary objective should be to determine an 'avoidance area' to protect the one pictograph that has been found. In order to establish this area, it was agreed that a site visit will be organized, including Archaeological and Cultural representatives of the SN Rights and Title Department;</i> <i>that while further studies will need to be carried out for the 'uplands' neighbourhoods, it would be more practical to carry out these investigations as the more detailed phased subdivision and development planning occurs. The archeological studies would be carried out in concert with the more detailed geotechnical and environmental studies. Fine Peace committed to this approach.</i>
Environmental – meeting with Squamish Nation and FPFCD Environmental consultant; dialogue on mitigation of impacts to fish and fish habitat; old growth no longer identified as concern.	FPFCD continues to work with Squamish Nation to address and incorporate Squamish Nation recommendations Meeting with SN Rights & Title Environmental Branch still to be scheduled.

Table 3: Summary of Referral Comments and Responses

Referrals were initiated following first reading. The referral deadline was September 13, 2021, yet referral responses were received between the end of September 2021 and beginning of February 2022. A summary of referral comments and responses is included in the table below.

AGENCY	REFERRAL COMMENTS	RESPONSE
District of Squamish (DoS)	Comments were submitted regarding: employment and economic development; transportation and corridor impacts; critical infrastructure, community amenities, parks & recreation and public access; and RGS policy alignment	Resulting bylaw revisions include: • Increased commercial space • 30% access rate target for child care and expanded area requirement guidelines • Increased Step Code requirements Other responses highlighted content to be captured in the Land Development Agreement, Housing Agreement, and DPAs or other existing SLRD policies.
Ministry of Transportation and Infrastructure (MOTI)	Comments were submitted regarding: natural hazards assessment; park and ride parking lot reconfiguration; trails; trailhead parking; bus stops; and other offsite improvements	Resulting bylaw revisions include: • Confirmation that the 1:10,000 geotechnical assessment is a condition of bylaw adoption • Reconfiguration of the park and ride parking lot • Identification of trailhead parking • Reference to the Sea to Sky Highway Concession Agreement standards in the Land Development Agreement • Other items to be addressed at design stage, with consideration of referral information used to support design/planning. MOTI has confirmed responses meet their needs for the rezoning stage, noting that MOTI approval is required at subdivision stage.
Vancouver Coastal Health (VCH)	Comments were submitted regarding: adequate additional area for waterworks and wastewater treatment facility; source water protection plans; prioritization of active transportation and essential businesses; heat adaptation and all weather community	Resulting bylaw revisions and additional requirements include: • FPFCD to prepare restrictive covenants to ensure adequate additional area is available for both waterworks and wastewater treatment facilities. • Source Water Protection Plans required in advance of fourth reading

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	spaces; and Traffic-related air pollution (TRAP) and Noise	- Active transportation network to be based on BC's Active Transportation Design guide - Child care access rate target of 30% and general store committed within 1 year of bylaw adoption. - Other responses highlighted content to be captured in the Land Development Agreement, Housing Agreement, and DPAs
BC Transit	Comments were submitted regarding: importance of scheduling synergy between private shuttle service and BC Transit; design of the southbound pullout; accessible bus stops; and ensuring that pedestrian pathways are well lit and accessible to all modes of transportation.	- FPFCD to work with BC Transit to ensure private shuttle scheduling aligns with existing BC Transit services; information to be provided to BC Transit for input and alignment in advance of service delivery. - BC Transit design recommendations for pullout, bus stops and pedestrian pathways have been incorporated into the Land Development Agreement.

See Appendix F for more Detailed Summary of Referral Comments and Responses.

Table 4: Proposed CD3 Zone and Furry Creek Neighbourhood OCP Revisions

The following table highlights proposed revisions to the CD3 Zone and Furry Creek Neighbourhood section of the OCP sub area plan.

Revision from First Reading	Description
Removal of Resort Hotel (RH) Area from the CD3 Zone Updated Schedule B10 and Schedule B12	- change requested by developer - Resort Hotel (RH) replaced with Residential Mid-rise/Tourist Accommodation (RTA2) (which is an existing Zone Area) Note the bylaw states that the <i>combined total number of units used for tourist accommodation shall not exceed 120 in the Residential/Tourist Accommodation One Area (RTA1), the Residential/Tourist Accommodation Two Area (RTA2) and Resort Hotel Area (RH)</i> – so this change in zone area does not impact overall resort hotel/TA units but rather provides the developer with more flexibility as to where to locate the TA units.
Updated Schedule B12 Parks, Trails and Open Space	- to show community gardens, as requested by SLRD staff - to show trailhead parking, as requested by MOTI

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Expansion of Child Care Facility GFA requirements	minimum gross floor area for the child care facility increased from 139m² to 394m² (minimum 12 infant/toddler spaces with 162m² indoor space and 123m² outdoor space and minimum 25 preschool spaces with 232m² indoor space and 288m² outdoor space) to be constructed in conjunction with the Village Commercial/Community Centre – reflecting City of Vancouver design guidelines and input from DoS staff.
Child Care Facility added as permitted use in the R3, R4 and R5 Zone Areas	to allow for additional facilities to be built as community builds out (developer has committed to providing 37 spaces initially as part of the community centre/village commercial with additional child care facility(s) to be provided for during later phases of development) to meet the 30% access rate target (74 spaces).
Addition of 10 Small Lot SFD	- as per Board input – see discussion above - to allow for 10 small lot SFD with limited GFA
Expansion of Commercial	- total commercial space allowed for under the CD3 Zone increased from 1400m² to 2323m² (15069sqft to 25000sqft) - as per Board, Staff and Referral recommendations - expansion of the Commercial will provide for essential businesses and local serving commercial
Addition of Residential Rental Tenure definition and minimum requirements	- new definition and minimum number of units set in the CD3 Zone - proposed that a minimum number of residential rental tenure units be required in the CD3 Zone as another tool to help ensure rental units are not converted to condo units in the future - as currently proposed, the CD3 Zone sets a minimum of 60 residential rental tenure units; this reflects the 60 non-market affordable rental units committed to by the developer Note this approach has been used recently as part of the zoning/OCP amendment bylaws for the Lil'wat Mainstreet Development – where the developer has committed to providing rental housing, residential rental tenure units are indicated in the zoning as well as the covenants.
Howe Sound East Fire Protection Service Expansion Amenity Zoning Installments	provide a financial contribution to the SLRD of \$128,400 for every 100th market <i>dwelling unit</i> to be built, at the time of building permit application (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada) to support required expansion of the Howe Sound East Fire Protection Service (including staffing, equipment and administrative costs).

Addition of “fossil fuel free” policy to the Furry Creek Neighbourhood OCP section	new Furry Creek Neighbourhood OCP policy to clarify requirement for <i>all new development to eliminate fossil fuel combustion for heating, cooling and cooking, with no new fossil fuel infrastructure/connections supported</i>
Addition of a Wildfire Hazards policy related to subdivision design	new Furry Creek Neighbourhood OCP policy to clarify <i>Wildfire Hazards are considered and mitigated through subdivision design, as per Electoral Area D OCP Policy 3.3.12</i>

See Appendix A tracked changes version of Bylaw 1727-2021 and Appendix B tracked changes version of Bylaw 1726-2021 for all revisions.

Land Development Agreement (Appendix C)

As per the Board direction at first reading, the Land Development Agreement (Section 219 Covenant) has been drafted. The Land Development Agreement includes details as to sustainability requirements, servicing and infrastructure, fire protection, affordable housing, transportation and transit, village centre, parks and trails, and public works yard. See Appendix C for full details. The Land Development Agreement will be executed in advance of bylaw adoption.

Housing Agreement (Appendix D)

As per the Board direction at first reading, the Housing Agreement Bylaw, including the Housing Agreement, has been drafted. The Housing Agreement includes details as to the provision and designation of affordable housing units, use and occupancy of affordable housing units; disposition and acquisition of affordable ownership units; use and occupancy of affordable rental units, maintenance of affordable rental units, sale of ownership units, and administration and management. See Appendix D for full details. The Housing Agreement Bylaw will be adopted and the Housing Agreement executed in advance of bylaw adoption.

Noteworthy aspects:

Eligible Employee – means and is prioritized as follows: i) a Furry Creek Firefighter or a Furry Creek Early Childhood Educator; ii) a Furry Creek Employee; iii) an SLRD Employee; iv) a Municipal Employee.

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.

Rent Rates – the rent charged under a Tenancy Agreement that the Owner enters into must not exceed 30 per cent of the Housing Income Limits (based on Gross Household Income) as applicable to that Affordable Rental Unit at the time the Tenancy Agreement is entered into

Housing Income Limits – means the maximum Gross Household Income for eligibility in affordable housing programs in the Planning Area Lower Mainland (Squamish), as determined from time to time by the British Columbia Housing Management Commission, or its successor in function

Affordable Sale Price – means eighty (80%) percent of the Fair Market Value of the Affordable Ownership Unit, as determined from time to time in accordance with this Agreement;

Diversity in Unit Type Rental – In order to fulfill its obligation under section 8 of this Agreement the Owner must construct a total of sixty (60) Affordable Dwelling Units on the Lands, for use as Affordable Rental Units in accordance with this Agreement, as follows:

- (a) a maximum of six (6) studio size Dwelling Units may be constructed and used as Affordable Rental Units;
- (b) between 15 fifteen and eighteen (15 - 18) Dwelling Units with 1 bedroom must be constructed and used as Affordable Rental Units;
- (c) between twenty-four and twenty-seven (24 - 27) Dwelling Units with 2 bedrooms must be constructed and used as Affordable Rental Units; and
- (d) between twelve and fifteen (12 - 15) Dwelling Units with 3 Bedrooms must be constructed and used as Affordable Rental Units;

Diversity in Unit Type Ownership – In order to fulfill its obligation under section 8 of this Agreement the Owner must also construct a total of sixty (60) Affordable Dwelling Units on the Lands, for use as Affordable Ownership Units in accordance with this Agreement, as follows:

- (a) a maximum of six (6) studio size Dwelling Units may be constructed and used as Affordable Ownership Units;
- (b) between 15 fifteen and eighteen (15 - 18) Dwelling Units with 1 bedroom must be constructed and used as Affordable Ownership Units;
- (c) between twenty-four and twenty-seven (24 - 27) Dwelling Units with 2 bedrooms must be constructed and used as Affordable Ownership Units; and
- (d) between twelve and fifteen (12 - 15) Dwelling Units with 3 bedrooms must be constructed and used as Affordable Ownership Units.

Integration – The Affordable Dwelling Units constructed by the Owner on the Lands must be located within at least three of the Neighbourhood Areas, such that the Affordable Dwelling Units are integrated into the Furry Creek Development and are not concentrated in a single area.

Howe Sound East Fire Protection Service Expansion Funding (Upfront and Installments)

FPFCD has committed to the following voluntary financial contributions:

- provide upfront cash funds in the amount of \$400,500 (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada), prior to adoption of the bylaw.
- provide a financial contribution to the SLRD of \$128,400 for every 100th market *dwelling unit* to be built, at the time of building permit application (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada) to support required expansion of the Howe Sound East Fire Protection Service (including staffing, equipment and administrative costs). note only residential dwelling units are included in the unit calculations for the upfront and installment calculations as legislation allows for amenities in conjunction with density bonusing, not based on use. However, the same total dollar amounts have been secured – just spread over the residential units (and not commercial or TA units).

REGIONAL IMPACT ANALYSIS:

The master-planned communities in Howe Sound East will have local and regional impacts. Local community services, facilities and recreation amenities will be expanded and enhanced. The Furry Creek Neighbourhood will include 15 % non-market affordable housing – contributing to affordable housing options in Area D. The development will also increase the type of housing forms and tenures available in the region. Transportation impacts will be addressed as per MOTI requirements, with intracommunity transportation prioritizing preferred modes of transportation and intercommunity transportation options including a subsidized shuttle bus with connections to Squamish and West Vancouver until BC Transit Service is available. Environmental and Natural Hazards impacts as well as Form, Character and Conservation opportunities will be addressed at all stages of development – rezoning, subdivision, and development permit/building permit.

OPTIONS:

Option 1 (PREFERRED OPTION)

Give second reading to Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021 and Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021 and schedule a public hearing.

Option 2

Revise as per Board direction and give second reading to the Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021 and Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021 as revised and schedule a public hearing.

Option 3

Refer the zoning and OCP amendment application back to SLRD staff for more information, or for revision.

Option 4

Reject the zoning and OCP amendment application.

FOLLOW UP ACTION: If approved by the Board, proceed with scheduling and advertising the public hearing.

ATTACHMENTS:

Appendix A: Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021 and Schedules (B10-B13) and tracked changes version of Bylaw 1727-2021 for reference.

Appendix B: Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021, Schedule 1, Schedule C Mapping and tracked changes version of Bylaw 1727-2021 for reference.

Appendix C: Furry Creek Land Development Agreement (Section 219 Covenant)

Appendix D: Squamish-Lillooet Regional District Housing Agreement Bylaw (Fine Peace Furry Creek Development Limited properties at Furry Creek, BC) No. 1775-2022 and Furry Creek Housing Agreement (Schedule A)

Appendix E: Memorandum Re: Child Care Facilities and Access Rate Targets for Howe Sound East Developments

Appendix F: Detailed Summary of Referral Comments and Responses

Appendix G: Additional NEW Supporting Materials:

[Village Centre with updated Child Care Facility Plans and Park & Ride](#)

[School Site Plans](#) and [Geotechnical Memo](#)

[Updated Fire Hall Plans](#), [Functional Program](#) and [Renderings](#)

[Parks & Trails Phasing and Sections](#)

[Transit Hub Site Plan](#), [Transit Stops](#), and [Private Shuttle Service](#)

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
ELECTORAL AREA D ZONING BYLAW NO. 1350-2016
AMENDMENT BYLAW NO. 1727-2021**

A bylaw of the Squamish-Lillooet Regional District to amend
Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016;

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 D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021”.
2. Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016 is amended as follows:

(a) Section 1 – Definitions is amended:

- (i) By amending the definition of DAY NURSERY, HOME OFFICE, and HOME CRAFT to read as follows:

DAY NURSERY means a *single family dwelling* licensed according to the *Child Care Licensing Regulation* under the *Community Care and Assisted Living Act* as a Family Child Care in which the resident licensee personally provides care to no more than 7 children.

HOME OFFICE means an *accessory use* of a *dwelling unit* for a non-manufacturing based office business or professional practice that is carried on for remuneration, and does not include *home craft*, or industrial uses.

HOME CRAFT means an *accessory use* of a parcel in conjunction with a *dwelling unit* for a limited and small scale craft carried on for remuneration, and does not include *home office*, or industrial uses. Home craft may include painting, drawing, sculpting, sewing, pottery, stained glass and glass blowing, wood turning and wood carving, the offering of singing, dancing, and music lessons, and the preparation of food. Home craft may include limited sales from the parcel where the home craft use is located in an associated gallery space of up to 10 m².

- (ii) By adding the following definitions:

CHILD CARE FACILITY means a use or facility providing for the care of children that is licensed according to the *Child Care Licensing Regulation* under the *Community Care and Assisted Living Act*.

COMMUNITY GARDEN means a public place for growing and maintaining edible and ornamental plants for personal and non-

commercial use or for charitable donation, and operated or overseen by a non-profit society, community group or school.

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

LOCK-OFF SUITE means an *accessory dwelling unit* in a *duplex*, *townhouse*, *stacked townhouse* or *apartment dwelling unit* which has both direct access to a hallway, corridor or the outdoors and a shared internal door which can be locked enabling both units to be independent.

OPEN LAND RECREATION means the use of land for non-motorized (including e-bikes), non-commercial recreational activities but does not include golf courses, mechanized ski lift facilities or motocross tracks.

RESIDENTIAL STORAGE SPACE: means floor area within or *accessory* to a *dwelling unit*, used to store personal items such as recreation equipment, tires, barbeques, suitcases, miscellaneous household articles, and similar items, but does not include floor area for clothes closets, linen closets, or kitchen or bathroom cupboards.

VILLAGE COMMERCIAL USE (FURRY CREEK) means a *use* that includes but is not limited to *retail*, *restaurant*, *personal service establishment*, *neighbourhood pub*, wine bar, *office*, professional, medical, insurance agency, financial institution, pet shop or pet grooming, travel agency, studio, service station, health enhancement centre, licensed *child care facility* and similar uses that serve the needs of the residential community, specifically excluding drive-through restaurants, escort service, adult entertainment, casino or other gambling use.

USEABLE PARCEL AREA means the total area of a *parcel* excluding:

- a) area covered by a natural body of water including wetland or surface water measured from the high water mark;
- b) land where the natural slope exceeds 30 percent for lands zoned to permit *townhouse*, *apartment*, *pension* and *hostel*; and 40 percent for lands zoned to permit *duplex* and *single family dwelling*; and
- c) land within 15 metres of the high water mark of a *watercourse*.

RESIDENTIAL RENTAL TENURE means the form of tenure known as residential 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, under a tenancy agreement that complies with the provisions of the *Residential Tenancy Act*.

- (b) Table 3-1 is amended by deleting the words “FCR2 Furry Creek Waterfront Residential 2 Zone” and adding CD3 Furry Creek Comprehensive Development 3 Zone after CD2.
- (c) Section 4.2 – Uses Permitted in All Zones is amended by adding, following the words “except in the”, the words “Furry Creek Comprehensive Development 3 (CD3) Zone and”.

- (d) Sections 4.3.1, 4.3.3, 4.11.15, and the head note to section 4.12.12 are amended by deleting the acronym "FCR2".
- (e) Section 4.3 Accessory Buildings is amended by adding CD3 to the list of zones exempt from Table 1 in 4.3.1 and by adding "and CD3" to 4.3.4.
- (f) Section 4.7 Gross Floor Area is amended by replacing "And for all zones, except the CD1 zone, shall exclude:" with "And for all *dwelling units*, except *townhouses* and *apartments*, shall exclude:"
and by adding the following
And for *townhouses* and *apartments*, shall exclude:
.11 unenclosed *balconies*, verandas, porches, patios, or decks.
.12 *residential storage space*.
.13 common recreation or service facilities, common garbage and recycling facilities, and common stairwells, corridors and elevator shafts.
.14 enclosed *parking areas* for vehicles and bicycles.
.15 mechanical and electrical areas.
and by replacing Section 4.7.9 with the following
.9 unenclosed balconies, verandas, porches, patios, or decks not exceeding 20% of the allowable gross floor area of the single family dwelling
- (g) Section 16.2.9.2 is deleted and replaced with the expanded Gross Floor Area provisions under 4.7.11 – 4.7.14.
- (h) Section 10.1.3.1 is deleted and replaced with the following:
Column 1: Maximum number of *dwelling units*
Column 2: 74
- (i) Section 10.2 – FCR2 – FURRY CREEK WATERFRONT RESIDENTIAL 2 ZONE is deleted.
- (j) Section 5 – PARKING REGULATIONS is amended as follows:
5.5.13 A driveway apron with a minimum length of 5.5 m shall be provided in front of a private *garage* door associated with a *single family dwelling*, *duplex*, *townhouse* or stacked *townhouse*, notwithstanding any other setback regulations in this bylaw
- (k) Section 16 COMPREHENSIVE DEVELOPMENT ZONES is amended by adding Section 16.3 – CD3 – Furry Creek Comprehensive Development 3 Zone, as follows:

SECTION 16.3 – CD3 – FURRY CREEK COMPREHENSIVE DEVELOPMENT 3 ZONE

Intent

- 16.3.1 The CD3 Zone is intended to provide for an integrated mix of residential *uses*, local commercial, community and resort facility *uses*, golf course, parks, open spaces and riparian areas at Furry Creek based on a comprehensive plan conforming with the Electoral Area D Official Community Plan.

Schedules

- 16.3.2 The following documents are attached to and form part of Schedule B of this Bylaw:
- .1 Schedule B10: Furry Creek CD3 Zone Areas
 - .2 Schedule B11: Furry Creek Illustrative Site Plan
 - .3 Schedule B12: Furry Creek Park, Open Space, and Trails
 - .4 Schedule B13: Furry Creek Park, Trail, Transportation and Community Improvements & Amenities Table

Areas within the CD3 Zone

- 16.3.3 Pursuant to Section 479 of the *Local Government Act*, the Furry Creek Comprehensive Development (CD3) Zone is divided into Neighbourhoods and Areas shown on Schedule B10.

Uses Permitted in the CD3 Zone by Area

- 16.3.4 The *use* of land, *buildings* and *structures* in each Area of the CD3 Zone is restricted to:
- .1 Within the Open Space Area (OS1):
 - (a) *Nature conservation area*
 - (b) *Recreation, passive and open land*
 - .2 Within the Park and Community Use Area (P1):
 - (a) *Park and playground*
 - (b) *Nature conservation area*
 - (c) *Assembly use*
 - (d) *Recreation passive and open land*
 - (e) *Community garden*
 - .3 Within the Utilities and Community Administration Area (P2):
 - (a) *Public utility use*
 - (b) *Fire Hall*

- (c) Administrative Office
 - (d) Assembly use
 - (e) Recycling and waste transfer station
 - (f) Propane storage
- .4 Within the Residential One (Single Family, Duplex) Area (R1):
 - (a) Single family dwelling
 - (b) Duplex
- .5 Within the Residential Two (Townhouse) Area (R2):
 - (a) Single family dwelling
 - (b) Duplex
 - (c) Townhouse
 - (d) Townhouse, stacked
- .6 Within the:
 - .1 Residential Three (Low-rise Apartment) Area (R3).
 - .2 Residential Four (Mid-rise Apartment) Area (R4), and
 - .3 Residential Five (Mid-rise Apartment) Area (R5).
 - (a) Single family dwelling
 - (b) Duplex
 - (c) Townhouse
 - (d) Townhouse, stacked
 - (e) Apartment
 - (f) Child Care Facility
- .7 Within the:
 - .1 Residential Six (Mid-rise Apartment) Area (R6), and
 - .2 Residential Seven (High-rise Apartment) Area (R7):
 - (a) Single family dwelling
 - (b) Duplex
 - (c) Townhouse
 - (d) Townhouse, stacked
 - (e) Apartment
- .8 Within the Residential Three (Low-rise Apartment) with Commercial Area (RC3):
 - (a) Townhouse
 - (b) Townhouse, stacked
 - (c) Apartment
 - (d) Village Commercial Use only on the ground level
 - (e) Accessory building and accessory use
- .9 Within the Residential Four (Mid-rise Apartments) with Commercial Area (RC4):
 - (a) Townhouse
 - (b) Townhouse, stacked
 - (c) Apartment
 - (d) Village Commercial Use only on the ground level

- (e) *Accessory building and accessory use*
- .10 Within the Residential (Low-rise Apartment)/Tourist Accommodation One Area (RTA1):
 - (a) *Single family dwelling*
 - (b) *Duplex*
 - (c) *Townhouse*
 - (d) *Townhouse, stacked*
 - (e) *Apartment*
 - (f) *Tourist accommodation*
 - (g) *Accessory uses to Tourist Accommodation including, but not limited to, restaurant, retail sales, spa, assembly use, indoor recreation services and outdoor recreation facilities*
 - (h) *Short-term rental that is accessory to residential use of a single family dwelling, duplex, townhouse, a townhouse, stacked, or a dwelling unit within an apartment*
- .11 Within the Residential (Mid-rise Apartment)/Tourist Accommodation Two Area (RTA2):
 - (a) *Single family dwelling*
 - (b) *Duplex*
 - (c) *Townhouse*
 - (d) *Townhouse, stacked*
 - (e) *Apartment*
 - (f) *Tourist accommodation*
 - (g) *Accessory uses to Tourist Accommodation including, but not limited to, restaurant, retail sales, spa, assembly use, indoor recreation services and outdoor recreation facilities*
 - (h) *Short-term rental that is accessory to residential use of a single family dwelling, duplex, townhouse, a townhouse, stacked, or a dwelling unit within an apartment*
- .12 Within the Village Commercial Area (C1):
 - (a) *Village commercial use (Furry Creek)*
 - (b) *Community Use, Furry Creek*
 - (c) *Child Care Facility*
 - (d) *Golf course*
 - (e) *Dwelling units above main floor only*

Regulations

- 16.3.5 On a *parcel* located in the CD3 Zone, no *use, building or structure* shall be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out below.

Single Family Dwelling Uses and Standards

- 16.3.6 .1 On a *parcel* containing a *single family dwelling*, the following uses are permitted:
- (a) *Home office*
 - (b) *Home craft*
 - (c) *Secondary suite*

- (d) *Secondary Suite* within *Accessory Building* on a *parcel* at least 700 m² in area
 - (e) *Day nursery*
 - (f) *Accessory Building* and *Accessory Use*
- .2 No more than one *single family dwelling* may be located on a *parcel*.
- .3 No more than 60 *single family dwellings* are permitted in the CD3 Zone, with a minimum of 10 developed on small lots (4000 sq ft lots with dwellings not to exceed 2000 sq ft).

Multiple Unit and Duplex Uses and Standards

- 16.3.7 .1 On a *parcel* containing a *duplex*, *townhouse*, *stacked townhouse* or *apartment dwelling unit* the following uses are permitted:
- (a) *Home office*
 - (b) *Home craft*
 - (c) *Lock-off suite*
 - (d) *Accessory Building* and *Accessory Use*

Village Commercial Use Standards

- 16.3.8 The following standards apply to the Village Commercial Area (C1):
- .1 A maximum combined *gross floor area* of 2323 m² of *Village Commercial Use*, *Furry Creek* is permitted in the C1 Area.
 - .2 A maximum combined *gross floor area* of 1,000 m² of *Community Use*, *Furry Creek* is permitted in the C1 Area.
 - .3 A minimum *gross floor area* of 394 m² of *Child Care Facility*, with *Child Care Facility gross floor area* considered in addition to the *Village Commercial Use*, *Furry Creek gross floor area* provided for under 16.3.8.1.
 - .4 A maximum of one *restaurant* or wine bar with a maximum person capacity of 100 persons is permitted in the C1 Area.
 - .5 All commercial activities in the C1 Area must be completely enclosed within a *building*, with the exception of *neighbourhood pub*, wine bar, restaurant and café seating and the display of fruits and vegetables, plants and flowers, and arts and crafts.

Tourist Accommodation

- 16.3.9 The combined total number of *units* used for *tourist accommodation* shall not exceed 120 in the Residential/Tourist Accommodation One Area (RTA1) and the Residential/Tourist Accommodation Two Area (RTA2).

Residential Rental Tenure

- 16.3.10 The form of tenure of 60 of the non-market affordable *dwelling units* required pursuant to Sections 16.3.12.2.10, 16.3.12.2.11, 16.3.12.2.12, and 16.3.12.2.13 shall be limited to *residential rental tenure*.

Density of Residential Development in the CD3 Zone

- 16.3.11 Subject to s.16.3.12.2, a maximum of 870 *dwelling units* shall be permitted in the CD3 Zone, to be developed generally in accordance with Illustrative Site Plan Schedule B11.

Conditions Relating to the Provision of Amenities

- 16.3.12 .1 The maximum permitted residential density for all lands CD3 Zone is 1 *dwelling unit* per 15 hectares.
- .2 Despite section 16.3.12.1 the maximum permitted residential density in the CD3 Zone may be increased to 750 *dwelling units* and 120 non-market affordable *dwelling units* if all of the following community amenities, as further described in Schedule B13, are provided at or before the threshold or times indicated:
- .1 Prior to Final Building Permit Inspection (occupancy) of the first building on LOT 2 BLOCK 3 DISTRICT LOT 1296 AND 1626 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP42785, the owner must complete:
- (a) the construction of 535 meters of Public dyke pathway and Furry Creek pedestrian crossing;
 - (b) the registration of a right-of-way agreement in favour of the Squamish-Lillooet Regional District for the Public dyke pathway and pedestrian crossing provided for under 16.3.11.1 a);
 - (c) the construction of a minimum of 0.4 ha Park to be located in the Ministry of Transportation and Infrastructure Right of Way adjacent Hole 14 and waterfront; and
 - (d) the construction of a Highway 99 golf underpass upgrade to accommodate pedestrians (as illustrated in Schedule B12 of this bylaw).
- .2 At the time of subdivision, and within each neighbourhood area in the CD3 Zone, the dedication of public parks, trails and open space, and provision of park and trail improvements, with each trail and park improvement to be completed prior to Final Building Permit Inspection (occupancy) for any building within the neighbourhood area. The provision of a minimum of 19.1 ha of parks, trails and open space, as generally shown on Schedule B12 and as described in Schedule B13 of this bylaw, is required.
- .3 Prior to issuance of a Building Permit for any of the *dwelling units* allowed under Section 16.3.12.2, the owner must:
- (a) complete the construction of a minimum of 530 m² two-bay Fire Hall, such fire hall to be constructed based on plans approved by the SLRD, and in a manner that will enable a subsequent expansion to a four-bay fire hall, on a minimum 3100 m² parcel of land in a location acceptable to the SLRD; such Fire Hall to be

transferred to the SLRD upon completion, such construction and completion to be to the reasonable satisfaction of the SLRD;

- (b) equip the Fire Hall with a new quint with a minimum 22.7 m. ladder and provide a contribution of \$200,000 (dollar amount expressed in 2021 dollars, to be adjusted at the time of payment for any increase in the Building Construction Price Index maintained by Statistics Canada) towards the cost of ancillary equipment for the quint all to be transferred to the SLRD.

- .4 Despite Section 16.3.12.2.3, the construction of 40 non-market affordable housing *dwelling units* adjacent to the fire hall site is permitted following issuance of a Building Permit for the construction of the fire hall, with the following conditions:
 - (a) the building shall not exceed 4 storeys; and
 - (b) these units shall not be occupied, and Final Building Permit Inspection (occupancy) not issued, until the fire hall is completed and all equipment and apparatus are in place, as per Section 16.3.12.2.3.
- .5 Despite Section 16.3.12.2.3, but subject to the restrictions under Sections 16.3.12.2.7, 16.3.12.2.8, 16.3.12.2.9, and 16.3.12.2.10, a Building Permit for the construction of a foundation only may be issued for other buildings allowed under Section 16.3.12.2, if so requested, prior to completion of the fire hall, with the following condition:
 - (a) no construction above the foundation may occur until the fire hall is completed and all equipment and apparatus are in place, as per Section 16.3.12.2.3.
- .6 Prior to issuance of a Building Permit for LOT 2 BLOCK 3 DISTRICT LOT 1296 AND 1626 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP42785, and upon receipt of any required approval from the Ministry of Transportation and Infrastructure, the owner must complete or secure by a Performance Bond or Letter of Credit in the amount of 135% of estimated construction costs, northbound and southbound transit stops on Highway 99, including construction of a transit shelter on both the northbound and southbound sides of Hwy 99.
- .7 Prior to issuance of a Building Permit for LOT 2 BLOCK 3 DISTRICT LOT 1296 AND 1626 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP42785, the owner must complete construction of a Transportation Hub, to the satisfaction of the SLRD.
- .8 Prior to the issuance of a Building Permit for the 101st market *dwelling unit* in the CD3 Zone, construction of a Public Works Yard of a minimum 0.4 ha, to the satisfaction of the SLRD Director of Environmental Services, and transfer of the land to the SLRD in fee simple must be completed.

- .9 Prior to issuance of a Building Permit for the 201st market *dwelling unit* in CD3 Zone, or provided concurrent with issuance of a Development Permit for the Village Commercial Area (whichever comes first), construction of a Community Centre of 372 m², Administration Office of 93 m², and transfer of fee simple title to the Community Centre to the SLRD, and construction of a *Child Care Facility* with a minimum 12 infant/toddler spaces with 162m² indoor space and 123m² outdoor space and minimum 25 preschool spaces with 232m² indoor space and 288m² outdoor space must be completed.
- .10 Prior to Final Building Permit Inspection (occupancy) for the 30th market *dwelling unit* in the CD3 Zone, Building Permits for the construction of a total of 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started.
- .11 Prior to Final Building Permit Inspection (occupancy) for the 151st market *dwelling unit* in the CD3 Zone, Building Permits for the construction of another 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started.
- .12 Prior to Final Building Permit Inspection (occupancy) for the 251st market *dwelling unit* in the CD3 Zone, Building Permits for the construction of another 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started.
- .13 Prior to Final Building Permit Inspection (occupancy) for the 351st market *dwelling unit* in the CD3 Zone, Building Permits for the construction of another 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started, for a total of 60 affordable and covenanted rental *dwelling units* and 60 affordable and covenanted ownership *dwelling units*.
- .14 The non-market affordable *dwelling units* required under Sections 16.3.12.2.10, 16.3.12.2.11, 16.3.12.2.12, and 16.3.12.2.13 shall consist of 60 non-market affordable *dwelling units* that may be occupied by the owner of the *dwelling unit*, and 60 non-market affordable *dwelling units* that may only be occupied by a tenant under a residential tenancy agreement. The terms and conditions for affordability and tenure of the non-market affordable *dwelling units* shall be secured by the housing agreement authorized under Housing Agreement Bylaw No. *.
- .15 The owner must provide a financial contribution to the SLRD of \$128,400 for every 100th market *dwelling unit* to be built, at the time of building permit application (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada) to support required expansion of the Howe Sound

East Fire Protection Service (including staffing, equipment and administrative costs).

Floor Space Ratio, Parcel Area, Parcel Coverage, Height and Siting

- 16.3.13 .1 For development in the CD3 Zone, except as otherwise provided in this Bylaw, the standards in the following table apply, where the columns identify the Area and the rows identify the matter to be regulated:

	R1	R2	R3	R4	R5	R6	R7
Maximum Floor Space Ratio	SFD: 0.6 Duplex: 0.75	1.2	1.75	2	2.2	2.5	2.8
Minimum Parcel Area	SFD: 500 m ² Duplex: 600 m ²	800 m ²	1000 m ²	1800 m ²	2600 m ²	3000 m ²	3000 m ²
Maximum Parcel Coverage	40%	50%	55%	45%	40%	35%	30%
Maximum Building Height	15 m or 3 storeys	18 m or 4 storeys	18 m or 4 storeys	25 m or 6 storeys	32 m or 8 storeys	39 m or 10 storeys	56 m or 15 storeys
Minimum Front Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Rear Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Side Setback	1.5 m	1.5 m	4.5m	6.0 m	6.0 m	6.0 m	6.0 m
Minimum Exterior Side Setback	3.0 m	3.0 m	4.0 m	6.0 m	6.0 m	6.0 m	6.0 m

	RC3	RC4	RTA1	RTA2	C1	P2
Maximum Floor Space Ratio	1.75	2	1.75	2	1	N/A
Minimum Parcel Area	1000 m ²	1800 m ²	1000 m ²	1800 m ²	1000 m ²	N/A
Maximum Parcel Coverage	55%	45%	55%	45%	100%	60%
Maximum Building Height	18 m or 4 storeys	25 m or 6 storeys	18 m or 4 storeys	25 m or 6 storeys	15 m or 3 storeys	N/A
Minimum Front Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Rear Setback	3.0 m	3.0 m	3.0 m	3.0 m	N/A	3.0 m
Minimum Side Setback	4.5 m	6.0 m	4.5 m	6.0 m	N/A	1.5 m
Minimum Exterior Side Setback	4.0 m	6.0 m	4.0 m	6.0 m	3.0 m	3.0 m

- .2 The maximum *building height* shall be the lesser of the number of storeys or the maximum *building height* designated for each Area.
- .3 Each *single family dwelling*, or *duplex parcel* created by subdivision shall have a minimum *useable parcel area* of not less than 200 m².
- .4 For information, a covenant registered under section 219 of the *Land Title Act* restricts the construction of all *buildings* in the CD3 Zone to:
 - (a) 6 storeys or 20 metres; or
 - (b) the maximum height specified for the Area until fire service is available to accommodate taller *buildings* as permitted in the Area.

Gross Floor Area

16.3.14

- .1 The maximum *gross floor area* for a *single family dwelling* is 465 m².
- .2 Despite Section 16.3.14.1, the maximum *gross floor area* for a *single family dwelling* may be increased to 700 m² for up to 5 *dwelling units* in the CD3 Zone.
- .3 The maximum *gross floor area* for a *duplex* is 500 m².

Residential Storage Space

16.3.15

- .1 A minimum of 5 m² of secure *residential storage space* shall be provided for all *apartment* units.
- .2 A minimum of 5 m² of secure *residential storage space* shall be provided for each *duplex*, *townhouse*, and stacked *townhouse* unit, where the *dwelling unit* does not have a garage.

Accessory Buildings and Structures

16.3.15

Accessory buildings and structures shall:

- .1 not include a *dwelling unit* or a *structure* providing overnight accommodation, except as provided for in section 16.3.6.1(d);
- .2 be located to the rear or side of the *building* accommodating the *principal use*;
- .3 be sited not less than 1.5 m from a *side* or *rear parcel line* or 3 m from an *exterior side parcel line*;
- .4 not exceed a *height* of 4.5 m;
- .5 not exceed the maximum combined *gross floor area* of 90 m²

Siting Adjacent to Howe Sound

16.3.15

Despite any other provision of this Bylaw, no *building* or *structure* or any part thereof shall be constructed, reconstructed, moved, located or extended on Lot 2 within 30 m of the natural boundary of Howe Sound or in the Marina and North-west Neighbourhoods within 15 m of the high-bank natural boundary of Howe Sound.

Off Street Parking and Loading

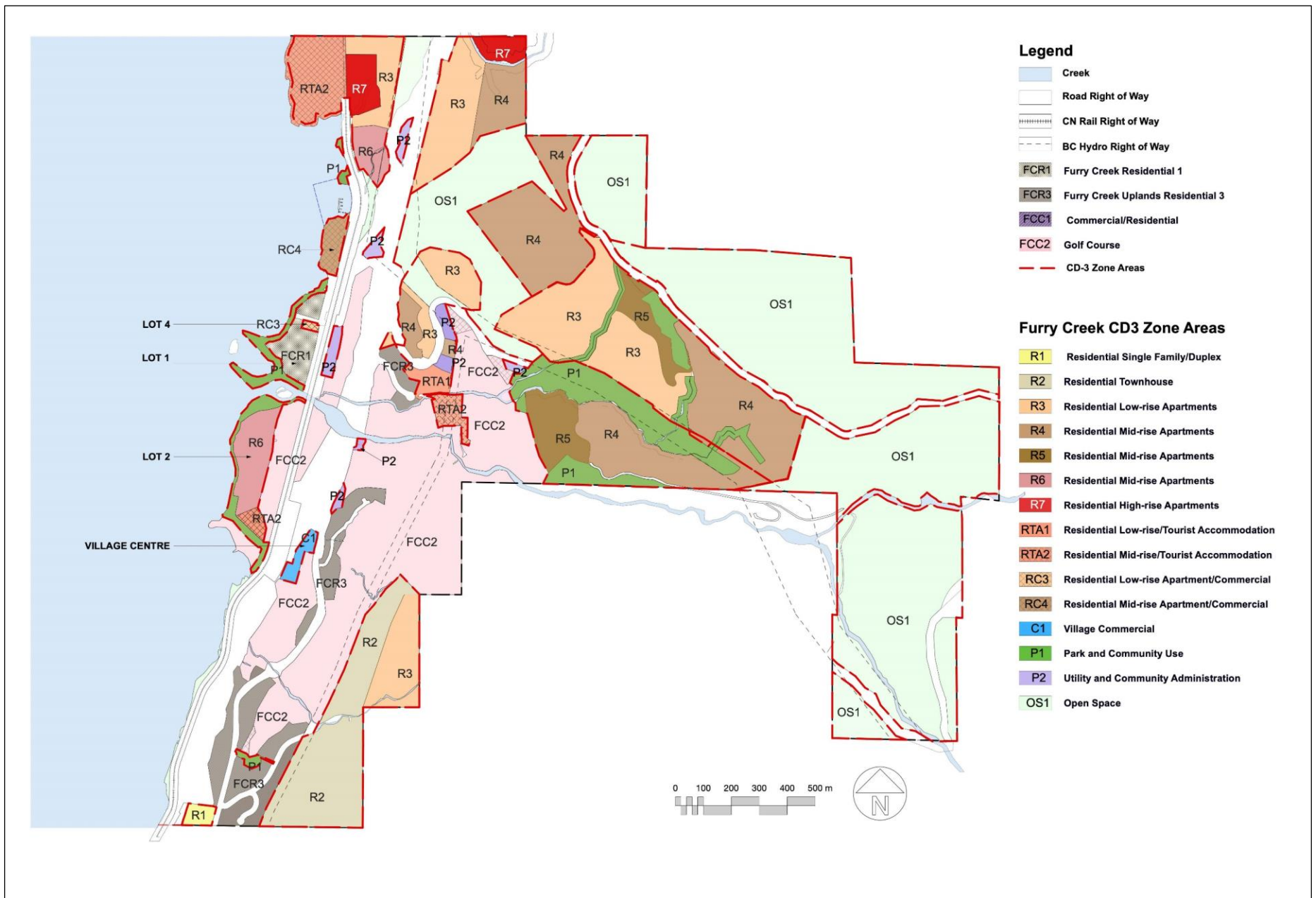
16.3.16 Motor vehicle parking and loading, and bicycle parking shall comply with the requirements of Section 5 of this Bylaw.

3. The lands shown on Schedule B10: Furry Creek CD3 Zone Areas and that are identified by means of the colour shading and alphanumeric characters as the “Furry Creek CD3 Zone Areas” are placed in the Furry Creek CD3 Zone.

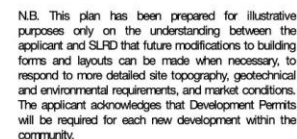
READ A FIRST TIME this	28 day of	July, 2021.
READ A SECOND TIME this	day of	, 2021.
PUBLIC HEARING this	day of	, 2021.
READ A THIRD TIME this	day of	, 2021.
APPROVED PURSUANT TO SECTION 52 (3)(a) OF THE TRANSPORTATION ACT this	day of	, 2021.
ADOPTED this	day of	, 2021.

Jen Ford
Chair

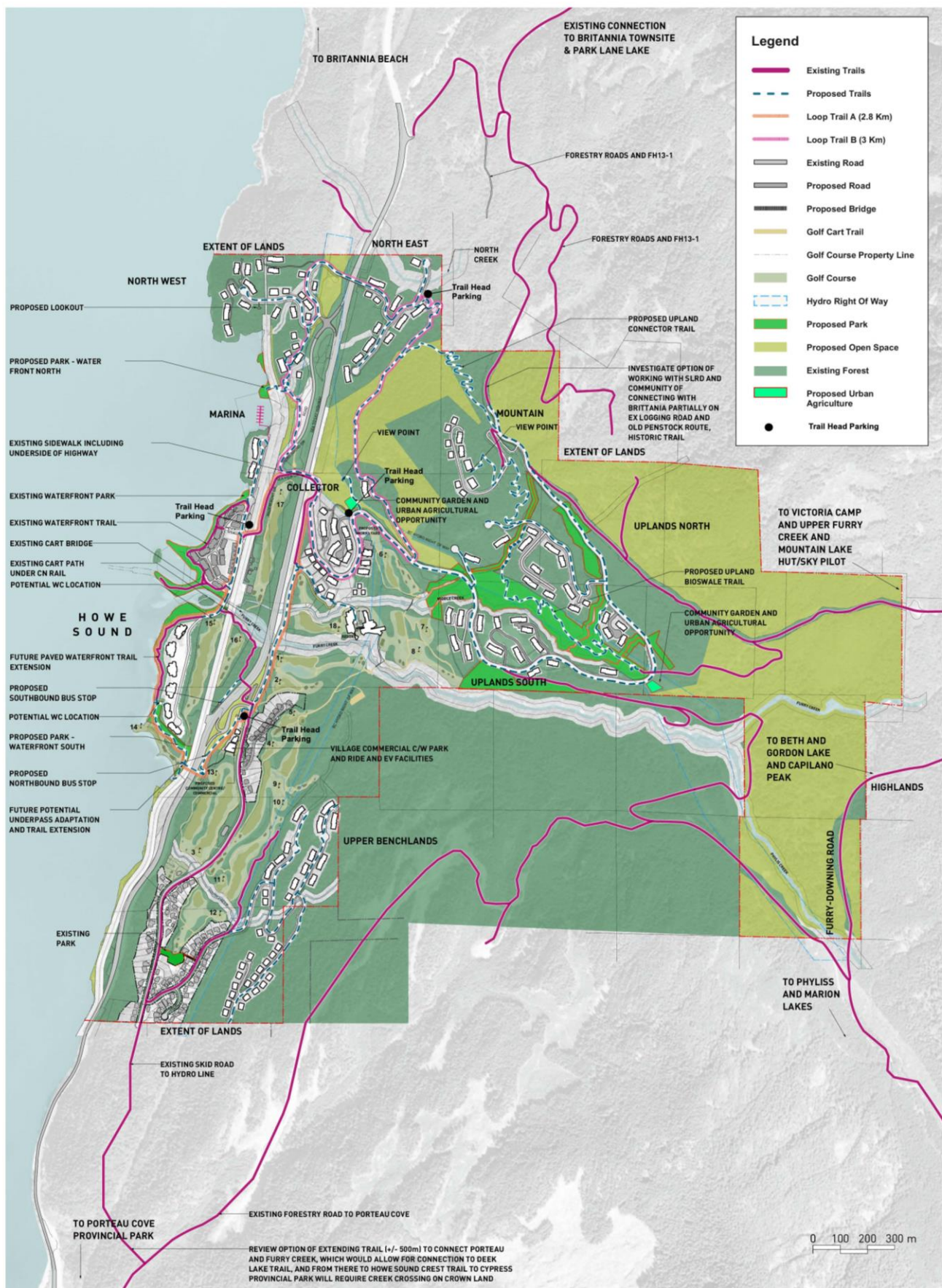
Kristen Clark
Corporate Officer



Schedule B10
Furry Creek CD3 Zone Areas
Electoral Area D Zoning Bylaw No. 1350-2016



SQUAMISH - LILLOOET
REGIONAL DISTRICT



Schedule B12

Furry Creek Park, Open Space and Trails Electoral Area D Zoning Bylaw No. 1350-2016

N.B. This plan has been prepared for illustrative purposes only on the understanding between the applicant and SLRD that future modifications to building forms and layouts can be made when necessary, to respond to more detailed site topography, geotechnical and environmental requirements, and market conditions. The applicant acknowledges that Development Permits will be required for each new development within the community.



Schedule B13 – Furry Creek Park, Trail, Transportation, and Community Improvements & Amenities Table

Item	Amenity Description	Minimum requirements
A. Public dyke pathway and Furry Creek pedestrian crossing	the construction of 535 meters of Public dyke pathway and Furry Creek pedestrian crossing and the registration of a right-of-way agreement in favour of the Squamish-Lillooet Regional District for the Public dyke pathway and pedestrian crossing	• as illustrated in Schedule B12 of this bylaw (paved waterfront trail extension) • constructed to SLRD trail standards, as per the Sea to Sky Pedestrian Trail Strategy • to be transferred to the SLRD upon completion of construction, such construction and completion to be to the reasonable satisfaction of the SLRD
B. Park – Waterfront South	the construction of a Park to be located in the MoTI Right of Way adjacent Hole 14 and waterfront	• as illustrated in Schedule B12 of this bylaw (park - waterfront south) • 0.4 ha minimum in size • park improvements to include washroom facilities, children's play features/structures, natural areas, benches and garbage/recycling receptacles • to be transferred to the SLRD upon completion of construction, such construction and completion to be to the reasonable satisfaction of the SLRD
C. Underpass	the construction of a Highway 99 golf underpass upgrade to accommodate pedestrians	• as illustrated in Schedule B12 of this bylaw • design and location to be approved by the SLRD • such construction and completion to be to the reasonable satisfaction of the SLRD
D. Parks, Trails and Open Space	the dedication of public parks, trails and open space for each neighbourhood area within the CD3 Zone	• dedication within neighbourhood areas as generally illustrated in Schedule B11 of this bylaw • provision of a minimum of 19.1 ha of parks, trails and open space, as generally outlined on Schedule B12 of this bylaw • park and trail connections to be signed • park improvements to include washroom facilities, children's play

		features/structures, natural areas, benches and garbage/recycling receptacles design and construction of improvements to be to the reasonable satisfaction of the SLRD
E. Fire Hall, Apparatus & Equipment	the construction of a Fire Hall, such fire hall to be constructed based on plans approved by the SLRD, and in a manner that will enable a subsequent expansion to a four-bay fire hall the provision of a quint, ancillary equipment and for the new Fire Hall, based on specifications approved by the SLRD	- minimum 530 m² two-bay Fire Hall located on a minimum 3100 m² parcel of land in a location acceptable to the SLRD - such Fire Hall to be transferred to the SLRD upon completion of construction, such completion and construction to be to the reasonable satisfaction of the SLRD - equip Fire Hall with a new quint with minimum 22.7 m. ladder and provide a minimum contribution of \$200,000 (dollar amount expressed in 2021 dollars, to be adjusted at the time of payment for any increase in the Building Construction Price Index maintained by Statistics Canada) towards the cost of ancillary equipment for the quint; all to be transferred to the SLRD
F. Howe Sound East Fire Protection Service Expansion Funding (Upfront and Installments)	the provision of cash funds to support required expansion of the Howe Sound East Fire Protection Service (including staffing, equipment and administrative costs)	- provide upfront cash funds in the amount of \$400,500 (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada), prior to adoption of the bylaw. - provide a financial contribution to the SLRD of \$128,400 for every 100th market <i>dwelling unit</i> to be built, at the time of building permit application (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada) to support required expansion of the Howe Sound East Fire Protection Service (including staffing, equipment and administrative costs).

G. Transit	complete or secure by a Performance Bond or Letter of Credit in the amount of 135% of estimated construction costs, northbound and southbound transit stops on Highway 99, including construction of a transit shelter on both the northbound and southbound sides of Hwy 99	• minimum BC Transit Type 4 Bus Shelter • transit stops to be designed to BC Transit Standards, with design details to be determined in conjunction with BC Transit in association with their operational needs • such construction and completion to be to the reasonable satisfaction of the SLRD and BC Transit
H. Transportation Hub	the construction of a Transportation Hub providing preferred modes of transportation facilities and connections to the BC Transit system and Park & Ride infrastructure	• minimum of 50 Park & Ride spaces • minimum of 40 bicycle locker facilities • minimum of 10 EV charging stations • such construction and completion to be to the reasonable satisfaction of the SLRD and BC Transit • location and site characteristics of which must be approved by the SLRD
I. Public Works Yard	the construction of a Public Works Yard and transfer of the land to the SLRD in fee simple	• minimum 0.4 ha in size • such construction and completion to be to the satisfaction of the SLRD Director of Environmental Services
J. Community Centre, Administration Office and Child Care Facility	the construction of a Community Centre and Administration Office, based on plans approved by the SLRD, ownership to be transferred to the SLRD upon completion the construction of a Child Care Facility, based on plans approved by the SLRD, to be retained by the owner to operate, or to arrange for the operation of through a third party	• minimum size of Community Centre is 372 m² • minimum size of the Administration Office is 93 m² • minimum size of the Child Care Facility is 12 infant/toddler spaces with 162m² indoor space and 123m² outdoor space and minimum 25 preschool spaces with 232m² indoor space and 288m² outdoor space must be completed. be built adjacent to the Community Centre and to the standards and requirements set out in the <i>City of Vancouver Childcare Design Guidelines</i> and <i>Child Care Licensing Regulation</i> under the <i>Community Care and Assisted Living Act with rental rates below market</i>, as per the terms set out in Land Development Agreement.

		• such construction and completion to be to the reasonable satisfaction of the SLRD • additional child care facilities to be provided as community grows, with a total of 74 spaces provided at build out. • Child care facilities to be dedicated and covenanted.
K. Affordable Housing	the construction of 60 non-market affordable dwelling units that may be occupied by the owner of the dwelling unit, and 60 non-market affordable dwelling units that may only be occupied by a tenant under a residential tenancy agreement	• Affordability criteria and tenure to be as per the Housing Agreement Bylaw No. *. • location and site characteristics of which must be approved by the SLRD and such construction and completion to be to the reasonable satisfaction of the SLRD
L. Community Gardens	the construction of community gardens a minimum of 15 ha in area consisting of at least 200 garden plots	• located in the part of that Neighbourhood Area generally shown on Schedule B12 to the CD3 Zoning Regulations as “Community Garden and Urban Agricultural Opportunity”. • layout and configuration that, in the opinion of the Director of Planning and Development, is suitable for use as a Community Garden consisting of at least • minimum of 200 garden plots measuring 3 square meters each with 40 cm of topsoil • fencing for protection from animals • water services provided, • additional space for the accommodation of other facilities the Director considers necessary for the use and operation of a Community Garden.

**SQUAMISH-LILLOOET REGIONAL DISTRICT
ELECTORAL AREA D ZONING BYLAW NO. 1350-2016
AMENDMENT BYLAW NO. 1727-2021**

A bylaw of the Squamish-Lillooet Regional District to amend
Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016;

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 D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021”.
2. Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016 is amended as follows:

(a) Section 1 – Definitions is amended:

- (i) By amending the definition of DAY NURSERY, HOME OFFICE, and HOME CRAFT to read as follows:

DAY NURSERY means a *single family dwelling* licensed according to the *Child Care Licensing Regulation* under the *Community Care and Assisted Living Act* as a Family Child Care in which the resident licensee personally provides care to no more than 7 children.

HOME OFFICE means an *accessory use* of a *dwelling unit* for a non-manufacturing based office business or professional practice that is carried on for remuneration, and does not include *home craft*, or industrial uses.

HOME CRAFT means an *accessory use* of a parcel in conjunction with a *dwelling unit* for a limited and small scale craft carried on for remuneration, and does not include *home office*, or industrial uses. Home craft may include painting, drawing, sculpting, sewing, pottery, stained glass and glass blowing, wood turning and wood carving, the offering of singing, dancing, and music lessons, and the preparation of food. Home craft may include limited sales from the parcel where the home craft use is located in an associated gallery space of up to 10 m².

- (ii) By adding the following definitions:

CHILD CARE FACILITY means a use or facility providing for the care of children that is licensed according to the *Child Care Licensing Regulation* under the *Community Care and Assisted Living Act*.

COMMUNITY GARDEN means a public place for growing and maintaining edible and ornamental plants for personal and non-

commercial use or for charitable donation, and operated or overseen by a non-profit society, community group or school.

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

LOCK-OFF SUITE means an *accessory dwelling unit* in a *duplex*, *townhouse*, *stacked townhouse* or *apartment dwelling unit* which has both direct access to a hallway, corridor or the outdoors and a shared internal door which can be locked enabling both units to be independent.

OPEN LAND RECREATION means the use of land for non-motorized (including e-bikes), non-commercial recreational activities but does not include golf courses, mechanized ski lift facilities or motocross tracks.

RESIDENTIAL STORAGE SPACE: means floor area within or *accessory* to a *dwelling unit*, used to store personal items such as recreation equipment, tires, barbeques, suitcases, miscellaneous household articles, and similar items, but does not include floor area for clothes closets, linen closets, or kitchen or bathroom cupboards.

VILLAGE COMMERCIAL USE (FURRY CREEK) means a *use* that includes but is not limited to *retail*, *restaurant*, *personal service establishment*, *neighbourhood pub*, wine bar, *office*, professional, medical, insurance agency, financial institution, pet shop or pet grooming, travel agency, studio, service station, health enhancement centre, licensed *child care facility* and similar uses that serve the needs of the residential community, specifically excluding drive-through restaurants, escort service, adult entertainment, casino or other gambling use.

USEABLE PARCEL AREA means the total area of a *parcel* excluding:

- a) area covered by a natural body of water including wetland or surface water measured from the high water mark;
- b) land where the natural slope exceeds 30 percent for lands zoned to permit *townhouse*, *apartment*, *pension* and *hostel*; and 40 percent for lands zoned to permit *duplex* and *single family dwelling*; and
- c) land within 15 metres of the high water mark of a *watercourse*.

RESIDENTIAL RENTAL TENURE means the form of tenure known as residential 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, under a tenancy agreement that complies with the provisions of the *Residential Tenancy Act*.

- (b) Table 3-1 is amended by deleting the words “FCR2 Furry Creek Waterfront Residential 2 Zone” and adding CD3 Furry Creek Comprehensive Development 3 Zone after CD2.
- (c) Section 4.2 – Uses Permitted in All Zones is amended by adding, following the words “except in the”, the words “Furry Creek Comprehensive Development 3 (CD3) Zone and”.

- (d) Sections 4.3.1, 4.3.3, 4.11.15, and the head note to section 4.12.12 are amended by deleting the acronym “FCR2”.
- (e) Section 4.3 Accessory Buildings is amended by adding CD3 to the list of zones exempt from Table 1 in 4.3.1 and by adding “and CD3” to 4.3.4.
- (f) Section 4.7 Gross Floor Area is amended by replacing “And for all zones, except the CD1 zone, shall exclude:” with “And for all *dwelling units*, except *townhouses* and *apartments*, shall exclude:”
and by adding the following
And for *townhouses* and *apartments*, shall exclude:
.11 unenclosed *balconies*, verandas, porches, patios, or decks.
.12 *residential storage space*.
.13 common recreation or service facilities, common garbage and recycling facilities, and common stairwells, corridors and elevator shafts.
.14 enclosed *parking areas* for vehicles and bicycles.
.15 mechanical and electrical areas.
and by replacing Section 4.7.9 with the following
.9 unenclosed balconies, verandas, porches, patios, or decks not exceeding 20% of the allowable gross floor area of the single family dwelling
- (g) Section 16.2.9.2 is deleted and replaced with the expanded Gross Floor Area provisions under 4.7.11 – 4.7.14.
- (h) Section 10.1.3.1 is deleted and replaced with the following:
Column 1: Maximum number of *dwelling units*
Column 2: 74
- (i) Section 10.2 – FCR2 – FURRY CREEK WATERFRONT RESIDENTIAL 2 ZONE is deleted.
- (j) Section 5 – PARKING REGULATIONS is amended as follows:
5.5.13 A driveway apron with a minimum length of 5.5 m shall be provided in front of a private *garage* door associated with a *single family dwelling*, *duplex*, *townhouse* or stacked *townhouse*, notwithstanding any other setback regulations in this bylaw-
- (k) Section 16 COMPREHENSIVE DEVELOPMENT ZONES is amended by adding Section 16.3 – CD3 – Furry Creek Comprehensive Development 3 Zone, as follows:

SECTION 16.3 – CD3 – FURRY CREEK COMPREHENSIVE DEVELOPMENT 3 ZONE

Intent

- 16.3.1 The CD3 Zone is intended to provide for an integrated mix of residential *uses*, local commercial, community and resort facility *uses*, golf course, parks, open spaces and riparian areas at Furry Creek based on a comprehensive plan conforming with the Electoral Area D Official Community Plan.

Schedules

- 16.3.2 The following documents are attached to and form part of Schedule B of this Bylaw:
- .1 Schedule B10: Furry Creek CD3 Zone Areas
 - .2 Schedule B11: Furry Creek Illustrative Site Plan
 - .3 Schedule B12: Furry Creek Park, Open Space, and Trails
 - .4 Schedule B13: Furry Creek Park, Trail, Transportation and Community Improvements & Amenities Table

Areas within the CD3 Zone

- 16.3.3 Pursuant to Section 479 of the *Local Government Act*, the Furry Creek Comprehensive Development (CD3) Zone is divided into Neighbourhoods and Areas shown on Schedule B10.

Uses Permitted in the CD3 Zone by Area

- 16.3.4 The *use* of land, *buildings* and *structures* in each Area of the CD3 Zone is restricted to:
- .1 Within the Open Space Area (OS1):
 - (a) *Nature conservation area*
 - (b) *Recreation, passive and open land*
 - .2 Within the Park and Community Use Area (P1):
 - (a) *Park and playground*
 - (b) *Nature conservation area*
 - (c) *Assembly use*
 - (d) *Recreation passive and open land*
 - (e) *Community garden*
 - .3 Within the Utilities and Community Administration Area (P2):
 - (a) *Public utility use*
 - (b) *Fire Hall*

- (c) Administrative Office
 - (d) Assembly use
 - (e) Recycling and waste transfer station
 - (f) Propane storage
- .4 Within the Residential One (Single Family, Duplex) Area (R1):
 - (a) Single family dwelling
 - (b) Duplex
- .5 Within the Residential Two (Townhouse) Area (R2):
 - (a) Single family dwelling
 - (b) Duplex
 - (c) Townhouse
 - (d) Townhouse, stacked
- .6 Within the:
 - .1 Residential Three (Low-rise Apartment) Area (R3).
 - .2 Residential Four (Mid-rise Apartment) Area (R4), and
 - .3 Residential Five (Mid-rise Apartment) Area (R5).
 - (a) Single family dwelling
 - (b) Duplex
 - (c) Townhouse
 - (d) Townhouse, stacked
 - (e) Apartment
 - (f) Child Care Facility
- .7 Within the:
 - .14 Residential Six (Mid-rise Apartment) Area (R6), and
 - .25 Residential Seven (High-rise Apartment) Area (R7):
 - (a) Single family dwelling
 - (b) Duplex
 - (c) Townhouse
 - (d) Townhouse, stacked
 - (e) Apartment
- .87 Within the Residential Three (Low-rise Apartment) with Commercial Area (RC3):
 - (a) Townhouse
 - (b) Townhouse, stacked
 - (c) Apartment
 - (d) Village Commercial Use only on the ground level
 - (e) Accessory building and accessory use
- .98 Within the Residential Four (Mid-rise Apartments) with Commercial Area (RC4):
 - (a) Townhouse
 - (b) Townhouse, stacked
 - (c) Apartment
 - (d) Village Commercial Use only on the ground level

(e) *Accessory building and accessory use*

.109 Within the Residential (Low-rise Apartment)/Tourist Accommodation One Area (RTA1):

- (a) *Single family dwelling*
- (b) *Duplex*
- (c) *Townhouse*
- (d) *Townhouse, stacked*
- (e) *Apartment*
- (f) *Tourist accommodation*
- (g) *Accessory uses to Tourist Accommodation including, but not limited to, restaurant, retail sales, spa, assembly use, indoor recreation services and outdoor recreation facilities*
- (h) *Short-term rental that is accessory to residential use of a single family dwelling, duplex, townhouse, a townhouse, stacked, or a dwelling unit within an apartment*

.110 Within the Residential (Mid-rise Apartment)/Tourist Accommodation Two Area (RTA2):

- (a) *Single family dwelling*
- (b) *Duplex*
- (c) *Townhouse*
- (d) *Townhouse, stacked*
- (e) *Apartment*
- (f) *Tourist accommodation*
- (g) *Accessory uses to Tourist Accommodation including, but not limited to, restaurant, retail sales, spa, assembly use, indoor recreation services and outdoor recreation facilities*
- (h) *Short-term rental that is accessory to residential use of a single family dwelling, duplex, townhouse, a townhouse, stacked, or a dwelling unit within an apartment*

~~**.11** Within the Resort Hotel Area (RH):~~

- ~~(a) *Tourist Accommodation*~~
- ~~(b) *Accessory uses to Tourist Accommodation including, but not limited to, restaurant, retail sales, spa, assembly use, indoor recreation facilities and outdoor recreation facilities*~~

.12 Within the Village Commercial Area (C1):

- (a) *Village commercial use (Furry Creek)*
- (b) *Community Use, Furry Creek*
- (c) *Child Care Facility*
- (d) *Golf course*
- (e) *Dwelling units above main floor only*

Regulations

16.3.5 On a *parcel* located in the CD3 Zone, no *use, building or structure* shall be constructed, located or altered, and no plan of subdivision approved which contravenes the regulations set out below.

Single Family Dwelling Uses and Standards

- 16.3.6 .1 On a *parcel* containing a *single family dwelling*, the following uses are permitted:
- (a) *Home office*
 - (b) *Home craft*
 - (c) *Secondary suite*
 - (d) *Secondary Suite* within *Accessory Building* on a *parcel* at least 700 m² in area
 - (e) *Day nursery*
 - (f) *Accessory Building and Accessory Use*
- .2 No more than one *single family dwelling* may be located on a *parcel*.
- .3 No more than ~~650~~ *single family dwellings* are permitted in the CD3 Zone, with a minimum of 10 developed on small lots (4000 sq ft lots with dwellings not to exceed 2000 sq ft)-

Multiple Unit and Duplex Uses and Standards

- 16.3.7 .1 On a *parcel* containing a *duplex, townhouse, stacked townhouse or apartment dwelling unit* the following uses are permitted:
- (a) *Home office*
 - (b) *Home craft*
 - (c) *Lock-off suite*
 - (d) *Accessory Building and Accessory Use*

Village Commercial Use Standards

- 16.3.8 The following standards apply to the Village Commercial Area (C1):
- .1 A maximum combined *gross floor area* of ~~2323~~1400 m² of *Village Commercial Use, Furry Creek* is permitted in the C1 Area.
 - .2 A maximum combined *gross floor area* of 1,000 m² of *Community Use, Furry Creek* is permitted in the C1 Area.
 - .3 A minimum *gross floor area* of ~~394139~~ m² of *Child Care Facility, with Child Care Facility gross floor area* considered in addition to the *Village Commercial Use, Furry Creek gross floor area* provided for under 16.3.8.1.
 - .4 A maximum of one *restaurant* or wine bar with a maximum person capacity of 100 persons is permitted in the C1 Area.
 - .5 All commercial activities in the C1 Area must be completely enclosed within a *building*, with the exception of *neighbourhood pub*, wine bar, restaurant and café seating and the display of fruits and vegetables, plants and flowers, and arts and crafts.

Tourist Accommodation

- 16.3.9 The combined total number of *units* used for *tourist accommodation* shall not exceed 120 in the Residential/Tourist Accommodation One Area (RTA1) and, the Residential/Tourist Accommodation Two Area (RTA2) ~~-and Resort Hotel~~

Area (RH).

Residential Rental Tenure

16.3.10 The form of tenure of 60 of the non-market affordable dwelling units required pursuant to Sections 16.3.12.2.10, 16.3.12.2.11, 16.3.12.2.12, and 16.3.12.2.13 shall be limited to residential rental tenure.

Density of Residential Development in the CD3 Zone

16.3.1~~10~~ Subject to s.16.3.1~~21~~.2, a maximum of 870 *dwelling units* shall be permitted in the CD3 Zone, to be developed generally in accordance with Illustrative Site Plan Schedule B11.

Conditions Relating to the Provision of Amenities

- 16.3.1~~21~~
- .1 The maximum permitted residential density for all lands CD3 Zone is 1 *dwelling unit* per 15 hectares.
 - .2 Despite section 16.3.1~~21~~.1 the maximum permitted residential density in the CD3 Zone may be increased to 750 *dwelling units* and 120 non-market affordable *dwelling units* if all of the following community amenities, as further described in Schedule B13, are provided at or before the threshold or times indicated:
 - .1 Prior to Final Building Permit Inspection (occupancy) of the first building on LOT 2 BLOCK 3 DISTRICT LOT 1296 AND 1626 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP42785, the owner must complete:
 - (a) the construction of 535 meters of Public dyke pathway and Furry Creek pedestrian crossing;
 - (b) the registration of a right-of-way agreement in favour of the Squamish-Lillooet Regional District for the Public dyke pathway and pedestrian crossing provided for under 16.3.11.1 a);
 - (c) the construction of a minimum of 0.4 ha Park to be located in the Ministry of Transportation and Infrastructure Right of Way adjacent Hole 14 and waterfront; and
 - (d) the construction of a Highway 99 golf underpass upgrade to accommodate pedestrians (as illustrated in Schedule B12 of this bylaw).
 - .2 At the time of subdivision, and within each neighbourhood area in the CD3 Zone, the dedication of public parks, trails and open space, and provision of park and trail improvements, with each trail and park improvement to be completed prior to Final Building Permit Inspection (occupancy) for any building within the neighbourhood area. The provision of a minimum of 19.1 ha of parks, trails and open space, as generally shown on Schedule B12 and as described in Schedule B13 of this bylaw, is required.

- .3 Prior to issuance of a Building Permit for any of the *dwelling units* allowed under Section 16.3.1~~21~~.2, the owner must:
- (a) complete the construction of a minimum of 530 m² two-bay Fire Hall, such fire hall to be constructed based on plans approved by the SLRD, and in a manner that will enable a subsequent expansion to a four-bay fire hall, on a minimum 3100 m² parcel of land in a location acceptable to the SLRD; such Fire Hall to be transferred to the SLRD upon completion, such construction and completion to be to the reasonable satisfaction of the SLRD;
 - (b) equip the Fire Hall with a new ~~aerial ladder truck~~quint with a minimum 22.7 m. ladder and provide a contribution of ~~\$200190,000~~ (dollar amount expressed in 2021 dollars, to be adjusted at the time of payment for any increase in the Building Construction Price Index maintained by Statistics Canada) towards the cost of ancillary equipment for the ~~quintaerial ladder truck~~; all to be transferred to the SLRD.; and
 - ~~(c) provide \$50,000 (dollar amount expressed in 2021 dollars, to be adjusted at the time of payment for any increase in the Building Construction Price Index maintained by Statistics Canada) for transitional funding to support required training of personnel to higher service level, and training of new recruits required for the new fire hall.~~
- .4 Despite Section 16.3.1~~21~~.2.3, the construction of 40 non-market affordable housing *dwelling units* adjacent to the fire hall site is permitted following issuance of a Building Permit for the construction of the fire hall, with the following conditions:
- (a) the building shall not exceed 4 storeys; and
 - (b) these units shall not be occupied, and Final Building Permit Inspection (occupancy) not issued, until the fire hall is completed and all equipment and apparatus are in place, as per Section 16.3.1~~21~~.2.3.
- .5 Despite Section 16.3.1~~21~~.2.3, but subject to the restrictions under Sections 16.3.1~~21~~.2.7, 16.3.1~~21~~.2.8, 16.3.1~~21~~.2.9, and 16.3.1~~21~~.2.10, a Building Permit for the construction of a foundation only may be issued for other buildings allowed under Section 16.3.1~~21~~.2, if so requested, prior to completion of the fire hall, with the following condition:
- (a) no construction above the foundation may occur until the fire hall is completed and all equipment and apparatus are in place, as per Section 16.3.1~~21~~.2.3.
- .6 Prior to issuance of a Building Permit for LOT 2 BLOCK 3 DISTRICT LOT 1296 AND 1626 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP42785, and upon receipt of any required approval from the Ministry of Transportation and Infrastructure, the owner must complete or secure by a Performance Bond or Letter of Credit in the amount of 135% of

estimated construction costs, northbound and southbound transit stops on Highway 99, including construction of a transit shelter on both the northbound and southbound sides of Hwy 99.

- .7 Prior to issuance of a Building Permit for LOT 2 BLOCK 3 DISTRICT LOT 1296 AND 1626 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP42785, the owner must complete construction of a Transportation Hub, to the satisfaction of the SLRD.
- .8 Prior to the issuance of a Building Permit for the 101st market *dwelling unit* in the CD3 Zone, construction of a Public Works Yard of a minimum 0.4 ha, to the satisfaction of the SLRD Director of Environmental Services, and transfer of the land to the SLRD in fee simple must be completed.
- .9 Prior to issuance of a Building Permit for the 201st market *dwelling unit* in CD3 Zone, or provided concurrent with issuance of a Development Permit for the Village Commercial Area (whichever comes first), construction of a Community Centre of 372 m², Administration Office of 93 m², and transfer of fee simple title to the Community Centre to the SLRD, and construction of a *Child Care Facility* with ~~a of~~ 139m² minimum 12 infant/toddler spaces with 162m² indoor space and 123m² outdoor space and minimum 25 preschool spaces with 232m² indoor space and 288m² outdoor space must be completed.
- .10 Prior to Final Building Permit Inspection (occupancy) for the 30th market *dwelling unit* in the CD3 Zone, Building Permits for the construction of a total of 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started.
- .11 Prior to Final Building Permit Inspection (occupancy) for the 151st market *dwelling unit* in the CD3 Zone, Building Permits for the construction of another 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started.
- .12 Prior to Final Building Permit Inspection (occupancy) for the 251st market *dwelling unit* in the CD3 Zone, Building Permits for the construction of another 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started.
- .13 Prior to Final Building Permit Inspection (occupancy) for the 351st market *dwelling unit* in the CD3 Zone, Building Permits for the construction of another 30 non-market affordable *dwelling units* must have been issued, and construction of those *dwelling units* must have been substantially started, for a total of 60 affordable and covenanted rental *dwelling units* and 60 affordable and covenanted ownership *dwelling units*.

.14 The non-market affordable *dwelling units* required under Sections 16.3.121.2.101, 16.3.121.2.112, 16.32.121.2.123, and 16.3.121.2.134, and ~~16.3.11.2.15~~ shall consist of 60 non-market affordable *dwelling units* that may be occupied by the owner of the *dwelling unit*, and 60 non-market affordable *dwelling units* that may only be occupied by a tenant under a residential tenancy agreement. The terms and conditions for affordability and tenure of the non-market affordable *dwelling units* shall be secured by the housing agreement authorized under Housing Agreement Bylaw No. *.

.15 The owner must provide a financial contribution to the SLRD of \$128,400 for every 100th market *dwelling unit* to be built, at the time of building permit application (dollar amount expressed in 2022 dollars, to be adjusted at the time of payment for any increase in the Consumer Price Index maintained by Statistics Canada) to support required expansion of the Howe Sound East Fire Protection Service (including staffing, equipment and administrative costs).

Floor Space Ratio, Parcel Area, Parcel Coverage, Height and Siting

16.3.132 .1 For development in the CD3 Zone, except as otherwise provided in this Bylaw, the standards in the following table apply, where the columns identify the Area and the rows identify the matter to be regulated:

	R1	R2	R3	R4	R5	R6	R7
Maximum Floor Space Ratio	SFD: 0.6 Duplex: 0.75	1.2	1.75	2	2.2	2.5	2.8
Minimum Parcel Area	SFD: 500 m ² Duplex: 600 m ²	800 m ²	1000 m ²	1800 m ²	2600 m ²	3000 m ²	3000 m ²
Maximum Parcel Coverage	40%	50%	55%	45%	40%	35%	30%
Maximum Building Height	15 m or 3 storeys	18 m or 4 storeys	18 m or 4 storeys	25 m or 6 storeys	32 m or 8 storeys	39 m or 10 storeys	56m or 15 storeys
Minimum Front Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Rear Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Side Setback	1.5 m	1.5 m	4.5m	6.0 m	6.0 m	6.0 m	6.0 m
Minimum Exterior Side Setback	3.0 m	3.0 m	4.0 m	6.0 m	6.0 m	6.0 m	6.0 m

	RC3	RC4	RTA1	RTA2	RH	C1	P2
Maximum Floor Space Ratio	1.75	2	1.75	2	2.5	1	N/A
Minimum Parcel Area	1000 m ²	1800 m ²	1000 m ²	1800 m ²	1800 m²	1000 m ²	N/A
Maximum Parcel Coverage	55%	45%	55%	45%	45%	100%	60%
Maximum Building Height	18 m or 4 storeys	25 m or 6 storeys	18 m or 4 storeys	25 m or 6 storeys	30 m or 6 storeys	15 m or 3 storeys	N/A
Minimum Front Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m
Minimum Rear Setback	3.0 m	3.0 m	3.0 m	3.0 m	3.0 m	N/A	3.0 m
Minimum Side Setback	4.5 m	6.0 m	4.5 m	6.0 m	6.0 m	N/A	1.5 m
Minimum Exterior Side Setback	4.0 m	6.0 m	4.0 m	6.0 m	6.0 m	3.0 m	3.0 m

- .2 The maximum *building height* shall be the lesser of the number of storeys or the maximum *building height* designated for each Area.
- .3 Each *single family dwelling*, or *duplex parcel* created by subdivision shall have a minimum *useable parcel area* of not less than 200 m².
- .4 For information, a covenant registered under section 219 of the *Land Title Act* restricts the construction of all *buildings* in the CD3 Zone to:
 - (a) 6 storeys or 20 metres; or
 - (b) the maximum height specified for the Area until fire service is available to accommodate taller *buildings* as permitted in the Area.

Gross Floor Area

16.3.14

- .1 The maximum *gross floor area* for a *single family dwelling* is 465 m².
- .2 Despite Section 16.3.14.1, the maximum *gross floor area* for a *single family dwelling* may be increased to 700 m² for up to 5 *dwelling units* in the CD3 Zone.
- .3 The maximum *gross floor area* for a *duplex* is 500 m².

Residential Storage Space

16.3.15

- .1 A minimum of 5 m² of secure *residential storage space* shall be provided for all *apartment units*, ~~at grade or in an underground parking area.~~
- .2 A minimum of 5 m² of secure *residential storage space* shall be provided for each *duplex*, *townhouse*, and stacked *townhouse unit*, where the *dwelling unit* does not have a garage.

Accessory Buildings and Structures

16.3.15 *Accessory buildings and structures* shall:

- .1 not include a *dwelling unit* or a *structure* providing overnight accommodation, except as provided for in section 16.3.6.1(d);
- .2 be located to the rear or side of the *building* accommodating the *principal use*;
- .3 be sited not less than 1.5 m from a *side* or *rear parcel line* or 3 m from an *exterior side parcel line*;
- .4 not exceed a *height* of 4.5 m;
- .5 not exceed the maximum combined *gross floor area* of 90 m²

Siting Adjacent to Howe Sound

16.3.15 Despite any other provision of this Bylaw, no *building* or *structure* or any part thereof shall be constructed, reconstructed, moved, located or extended on Lot 2 within 30 m of the natural boundary of Howe Sound or in the Marina and North-west Neighbourhoods within 15 m of the high-bank natural boundary of Howe Sound.

Off Street Parking and Loading

16.3.16 Motor vehicle parking and loading, and bicycle parking shall comply with the requirements of Section 5 of this Bylaw.

3. The lands shown on Schedule B10: Furry Creek CD3 Zone Areas and that are identified by means of the colour shading and alphanumeric characters as the “Furry Creek CD3 Zone Areas” are placed in the Furry Creek CD3 Zone.

READ A FIRST TIME this	28 day of	July, 2021.
READ A SECOND TIME this	day of	, 2021.
PUBLIC HEARING this	day of	, 2021.
READ A THIRD TIME this	day of	, 2021.
APPROVED PURSUANT TO SECTION 52 (3)(a) OF THE TRANSPORTATION ACT this	day of	, 2021.
ADOPTED this	day of	, 2021.

Jen Ford
Chair

Kristen Clark
Corporate Officer

SQUAMISH-LILLOOET REGIONAL DISTRICT ELECTORAL AREA D OFFICIAL COMMUNITY PLAN BYLAW NO. 1135-2013, AMENDMENT BYLAW NO. 1726-2021

A bylaw of the Squamish-Lillooet Regional District to amend
Electoral Area D Official Community Plan Bylaw No. 1135-2013

WHEREAS the Board of the Squamish-Lillooet Regional District wishes to amend the Electoral Area D Official Community Plan Bylaw No. 1135-2013;

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 D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021”.
2. Schedule C Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013 is hereby amended as follows:
 - a. Replacing the existing Howe Sound East Sub Area Plan Section 5.0 Furry Creek Neighbourhood with a new Section 5.0 Furry Creek Neighbourhood, attached as Schedule 1 to this bylaw.
 - b. Updating the Howe Sound East Sub Area Plan Mapping by adding the following Furry Creek Neighbourhood Mapping:
 - i. Adding a new Map 15 – Riparian Protection and Environmental Protection Develop Permit Areas, Furry Creek Neighbourhood, Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013”, attached as Schedule 2 to this bylaw;
 - ii. Adding a new Map 16A and 16B – Natural Hazards Protection Development Permit Areas, Furry Creek Neighbourhood, Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013”, attached as Schedule 3 and Schedule 4 to this bylaw;
 - iii. Adding a new Map 17 – Illustrative Site Plan, Furry Creek Neighbourhood, Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013”, attached as Schedule 5 to this bylaw; and
 - iv. Adding a new Map 18 – Future Study Areas, Furry Creek Neighbourhood, Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013”, attached as Schedule 6 to this bylaw.
 - c. Updating the Table of Contents sections for Howe Sound East Maps, Porteau Cove Neighbourhood Maps and new Furry Creek Neighbourhood Maps, as per above listed mapping updates.
4. By adding Amendment Bylaw 1682-2020 to the Summary of Amendments table as follows:

1726-2021	Furry Creek Neighbourhood Amendment	[Date of Bylaw Adoption]
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READ A FIRST TIME this 28th day of July, 2021.

READ A SECOND TIME this day of , 2021.

PUBLIC HEARING this day of , 2021.

READ A THIRD TIME this day of , 2021.

ADOPTED this
day of , 2021.

Jen Ford
Chair

Kristen Clark
Corporate Officer

5.0 Furry Creek Neighbourhood

5.1 VISION

A complete recreational-oriented residential community within the Sea-to-Sky Corridor.

5.2 OBJECTIVES

- 5.2.1 Realize, in a contemporary manner, the original vision of a complete recreation-oriented residential community at Furry Creek, including neighbourhood village retail space, resort facilities, a residents'-only marina, community facilities and an extensive open space and trail network.
- 5.2.2 Provide a variety of housing types, sizes and tenures, including triplexes, fourplexes and non-market affordable housing options.
- 5.2.3 Enhance recreational opportunities through the provision of community facilities and a variety of public open spaces, including parks, trails, viewpoints and waterfront accesses.
- 5.2.4 Encourage the protection and enhancement of existing environmental resources.
- 5.2.5 Ensure development minimizes and mitigates risks associated with natural hazards.
- 5.2.6 Encourage efficient, low-carbon, innovative development practices that conserve, recycle or generate energy, water, materials, and other resources.

5.3 POLICIES

- 5.3.1 Encourage coordination with Britannia Beach regarding potential accommodation of community facilities that will serve both communities, including an elementary school site at Britannia Beach and a secondary school site at Furry Creek, child care facilities, indoor recreation facilities, fire protection and local commercial services.
- 5.3.2 Encourage provision of as much public access to the waterfront as possible.
- 5.3.3 Encourage provision of a trail system throughout the community linking commercial areas, residential areas, and parks and open space.
- 5.3.4 Encourage provision of trail head and park facilities (e.g. signage, parking and washroom facilities) where possible and appropriate.
- 5.3.5 Encourage the provision of preferred modes of transportation infrastructure and connectivity, including public transit bus shelters and laybys, space for park and ride and car sharing.
- 5.3.6 Encourage the development of infrastructure that minimizes impacts to environmental resources.
- 5.3.7 Ensure affordable housing is prioritized and provided for in perpetuity.
- 5.3.8 Require all new development to eliminate fossil fuel combustion for heating, cooling and cooking, with no new fossil fuel infrastructure/connections supported. Encourage urban agriculture and ensure the ability to grow and access food is part of developing complete communities.

- 5.3.9 Ensure community water and waste water treatment facilities continue to adequately service residential, resort and fire protection needs.
- 5.3.10 Ensure Wildfire Hazards are considered and mitigated through subdivision design, as per Electoral Area D OCP Policy 3.3.12.

5.4 LAND USE

Planned Community Designation

The Regional District supports development of a comprehensively planned community of up to 870 dwelling units, including 120 non-market affordable housing dwelling units and up to 120 tourist accommodation dwelling units. The Furry Creek planned community comprises an integrated mix of residential uses, local commercial, community and resort facility uses, golf course, parks, open spaces and riparian areas, to be developed generally in accordance with the Illustrative Site Plan attached as Schedule C Map 17 to this bylaw. The Illustrative Site Plan is conceptual and provides for some flexibility in where development occurs.

Mapping

The Furry Creek Neighbourhood is designated Planned Community, as shown on Schedule C Map 1. Future Study Areas are outlined on Schedule C Map 18. Additionally, mapped Development Permit Areas are outlined in Section 5.5.

5.5 DEVELOPMENT PERMIT AREAS

The following Development Permit Areas apply to the Furry Creek Neighbourhood, to help ensure that development is consistent with the vision, objectives and policies of the Howe Sound East Sub Area Plan and Electoral Area D OCP. Generally, all lands within the Furry Creek Neighbourhood are within a Development Permit Area, and thus a development permit is required prior to development.

Activities Requiring a Development Permit

- 5.5.1 Each Development Permit Area (DPA) designation includes a purpose and objectives that justify its designation, established under provisions of the Local Government Act, as well as guidelines that must be met to achieve the purpose and objectives. Where designated as a DPA, a development permit must be issued prior to:
 - (a) subdivision of land;
 - (b) starting construction of, addition to or alteration of a building or structure;
 - (c) the alteration of land (where designated for protection of natural environment or from hazardous conditions); or
 - (d) the alteration of land, a building or any other structure (where designated for energy conservation, water conservation, or greenhouse gas reduction).unless specifically exempt under this bylaw.
- 5.5.2 A development permit may not be required prior to subdivision of land where subject lands are designated for Form, Character & Conservation, but no development is proposed at time of subdivision, and there is no siting (e.g. grading, clearing), access, or lot layout and connectivity considerations that would apply per the DPA guidelines.
- 5.5.3 Where building construction and/or vegetation fuel management is proposed to take place

within an Environmental Protection Area or Riparian Protection Area, as outlined in this bylaw, all work undertaken should be consistent with the Environmental Protection and Riparian Protection DPA Guidelines.

- 5.5.4 It is the applicant's responsibility to comply with all other relevant Bylaws, Acts and Regulations, including but not limited to the Riparian Areas Protection Regulation, Water Sustainability Act, Fisheries Act, Wildlife Act, Migratory Birds Convention Act, Species at Risk Act, and Weed Control Act.

5.6 Riparian Protection Development Permit Area

BACKGROUND

Purpose

- 5.6.1 Pursuant to Section 488(1)(a) of the Local Government Act, the Riparian Protection Development Permit Area (DPA) is designated for the protection of the natural environment, its ecosystems, and ecological diversity.

Application & Area

- 5.6.2 The Riparian Protection DPA applies to land within the Furry Creek Neighbourhood, including mapped and unmapped streams, as indicated on Schedule C Map 15. This DPA consists of the following Riparian Assessment Area:
- (a) A 30 metre strip on both sides of the waterbody, measured from the **natural boundary**.
 - (b) For a ravine less than 60 metres wide, a strip on both sides of the stream measured from the **natural boundary** to a point that is 30 metres beyond the top of the ravine bank.
 - (c) For a ravine 60 metres wide or greater, a strip on both sides of the stream measured from the **natural boundary** to a point that is 10 metres beyond the top of the ravine bank.

GUIDELINES

Refer to Section 7.2 Riparian Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.7 ENVIRONMENTAL PROTECTION DEVELOPMENT PERMIT AREAS

BACKGROUND

Purpose

- 5.7.1 Pursuant to Section 488(1)(a) of the *Local Government Act*, the Environmental Protection Development Permit Areas (DPA) are designated for the protection of the natural environment, its ecosystems, and ecological diversity.

Application & Areas

5.7.2 The Environmental Protection DPA applies to land within the Furry Creek Neighbourhood and specifically includes the Marine Shoreline Area, Wildlife Habitat Areas, and the Ecological Sustainability Area, as indicated on Schedule C Map 15. Guidelines are outlined for each Area.

(a) Marine Shoreline Area

Marine Shoreline Areas encompass a variety of marine shore types, including rocky shores, rock and large sediment (boulder/cobble) shores, sediment (sand/gravel) shores, estuaries and mud flats and altered shores. The Marine Shoreline Assessment Area specifically refers to the area 30 meters upland (backshore) of the natural boundary of the sea. An Environmental Protection Development Permit is required for development activities within the Marine Shoreline Assessment Area.

(b) Wildlife Habitat Areas

Wildlife Habitat Areas include all mapped wildlife species at risk critical habitat areas and mature red listed ecological communities at risk on site. An Environmental Protection Development Permit is required for development activities within Wildlife Habitat Areas.

(c) Ecological Sustainability Area

The Ecological Sustainability Area pertains to the entire Furry Creek Neighbourhood. The guidelines address the project in its entirety, with development permit requirements to be met by the developer at the outset of the project rather than at the individual parcel level.

GUIDELINES

Refer to Section 7.3 Environmental Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.8 NATURAL HAZARDS PROTECTION DEVELOPMENT PERMIT AREAS

BACKGROUND

Purpose

5.8.1 Pursuant to Section 488(1)(b) of the Local Government Act, the Natural Hazards Protection Development Permit Areas (DPA) are designated for the protection of development from hazardous conditions.

Application & Areas

5.8.2 The Natural Hazards Protection DPA applies to land within the Furry Creek Neighbourhood and specifically includes Landslide Hazard Areas, Excavated Rock and Foundation Stability Hazards Areas, Seismic Liquefaction and Fan Stability Hazard Areas, Coastal Hazard Areas, and Creek Hazard Areas, as indicated on Schedule C Map 16A and Map 16B. Guidelines are outlined for each Area.

(a) Landslide Hazard Areas

The Furry Creek Neighbourhood is subject to high volumes of precipitation and runoff

driven by winter storm activity, which in combination with the steep terrain gives rise to various landslide hazards that have the potential to affect the community. Landslide hazards may originate in bedrock or soil and exhibit various modes of movement including falls, slides and flows. A Natural Hazard Protection Development Permit is required for development activities within Landslide Hazard Areas.

(b) *Excavated Rock and Foundation Stability Hazard Areas*

The Furry Creek Neighbourhood includes areas with steep bedrock slopes. Within these areas, further site-specific geotechnical assessments will be required to confirm the siting of individual buildings and associated foundation design and construction requirements related to bedrock. A Natural Hazard Protection Development Permit is required for development activities within Excavated Rock and Foundation Stability Hazard Areas.

(c) *Seismic Liquefaction and Fan Stability Hazard Areas*

The alluvial sediments forming the fan of Furry Creek are potentially liquefiable under strong earthquake shaking. The potential consequences of liquefaction include differential vertical settlement, horizontal displacement (lateral spreading), and associated damage to buildings and buried facilities. Seismic analyses indicate that liquefaction hazards on the Furry Creek fan are localized, rather than widespread; however, these hazards will need to be assessed on a site-specific basis as per the BC Building Code. Submarine slides unrelated to seismic activity have also been documented in Howe Sound on other fans/deltas. Seismic slope stability and soil liquefaction hazards may require specific consideration in development approvals. A Natural Hazard Protection Development Permit is required for development activities within Seismic Liquefaction and Fan Stability Hazard Areas.

(d) *Coastal Hazard Areas*

The Furry Creek Neighbourhood includes Coastal hazard areas prone to flooding (from high sea level, waves, and tsunamis) and erosion. Within these areas, further, site-specific geotechnical assessments will be required. A Natural Hazards Protection Development Permit is required for development activities within Coastal Hazard Areas.

(e) *Creek Hazard Areas*

The Furry Creek Neighbourhood includes Creek hazard areas such as creek corridors, ravines, low channel confinement, and debris floods/flows. Within these areas, further, site-specific geotechnical assessments will be required. A Natural Hazards Protection Development Permit is required for development activities within Creek Hazard Areas.

Save Harmless Covenant

- 5.8.3 Property owners are required to register a “save harmless” covenant on the title of the property where proposed development is located within the mapped Natural Hazards Protection Development Permit Areas, as per Schedule C Map 16A and Map 16B.

GUIDELINES

Refer to Section 7.4 Natural Hazards Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.9 WILDFIRE PROTECTION DEVELOPMENT PERMIT AREA

BACKGROUND

Purpose

- 5.9.1 Pursuant to Section 488(1)(b) of the Local Government Act, the Wildfire Protection Development Permit Area (DPA) is designated for the protection of development from hazardous conditions.

Application & Area

- 5.9.2 The Wildfire Protection DPA applies to all land within the Furry Creek Neighbourhood, with the whole Howe Sound East Sub Area designated as a Wildfire Protection Development Permit Area.
- 5.9.3 A Wildfire Protection Development Permit is required for development activities that involve any of the following:
- (a) Construction of, addition to or alteration of a building or other structure, where a building permit is required.

GUIDELINES

Refer to Section 7.5 Wildfire Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.10 FORM, CHARACTER & CONSERVATION DEVELOPMENT PERMIT AREA

BACKGROUND

Purpose

- 5.10.1 The Form, Character and Conservation Development Permit Area is designated for the following purposes:
- (a) establishment of objectives for the form and character of intensive residential development;
 - (b) establishment of objectives for the form and character of commercial, industrial or multi-family residential development;
 - (c) establishment of objectives to promote energy conservation;
 - (d) establishment of objectives to promote water conservation; and
 - (e) establishment of objectives to promote the reduction of greenhouse gas emissions.

Application & Area

- 5.10.2 The Form, Character and Conservation DPA applies to all intensive residential (including duplex and small lot subdivision), multi-family, and commercial development in the Furry Creek Neighbourhood.
- 5.10.3 A Form, Character and Conservation Development Permit is required for development activities that involve any of the following:
 - (a) Construction of, addition to or alteration of a building or other structure, where a building permit is required;
 - (b) the alteration of land, a building or any other structure; or
 - (c) Subdivision of land where the number of parcels is increased.
- 5.10.4 Specific guidelines identified as Multi-Family or Commercial only apply to development that encompasses those specified uses.

GUIDELINES

Refer to Section 7.7 Form, Character & Conservation Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

Legend

Riparian Protection DPA

- Swamp Wetland Area
- Riparian Assessment Area

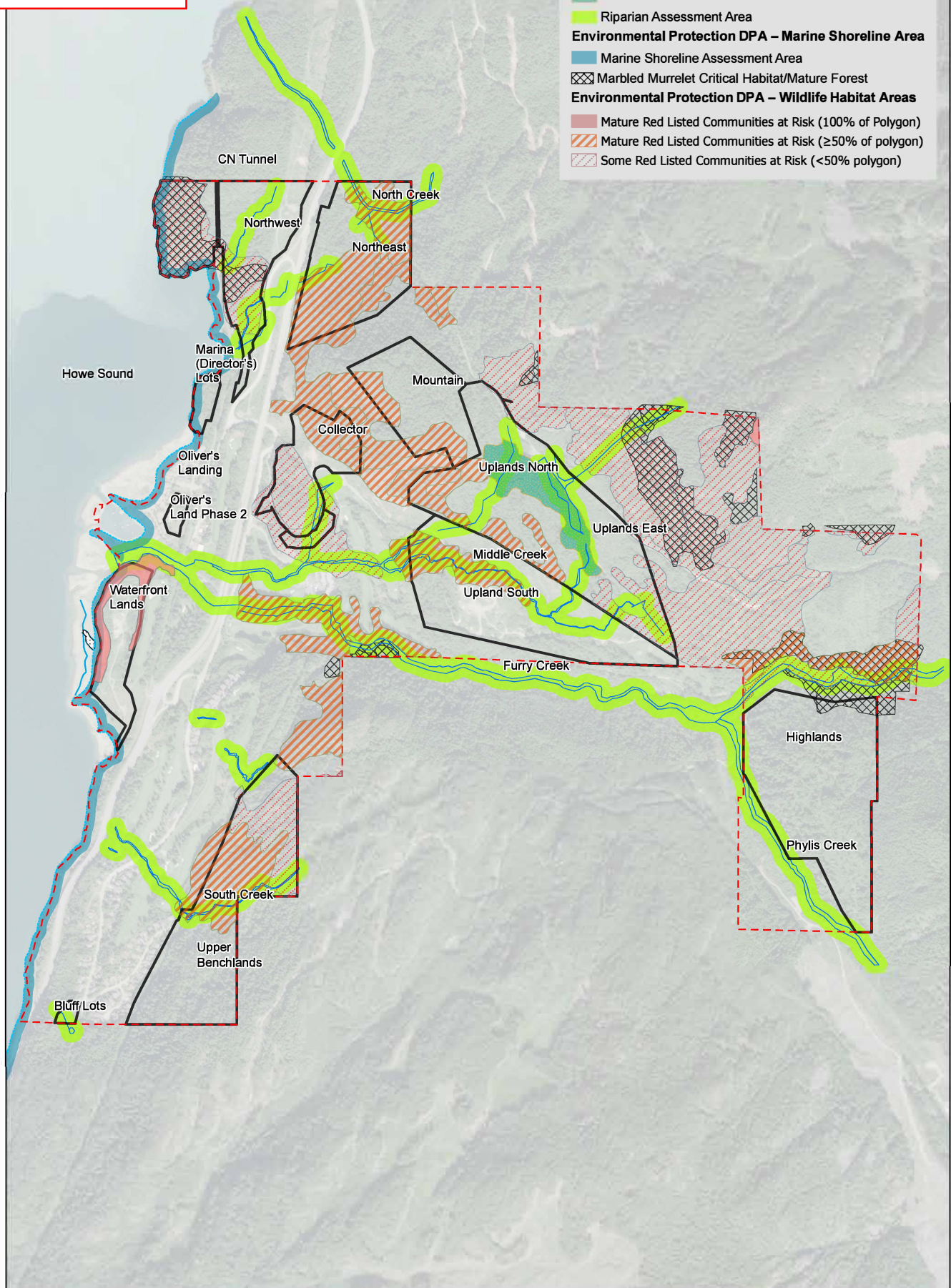
Environmental Protection DPA – Marine Shoreline Area

- Marine Shoreline Assessment Area

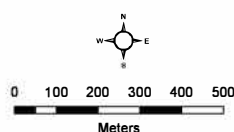
- Marbled Murrelet Critical Habitat/Mature Forest

Environmental Protection DPA – Wildlife Habitat Areas

- Mature Red Listed Communities at Risk (100% of Polygon)
- Mature Red Listed Communities at Risk (≥50% of polygon)
- Some Red Listed Communities at Risk (<50% polygon)

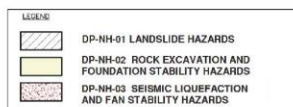


GIS Cartographer: Nicole Church
 Date: July 21, 2020
 CERF File#: 928-01-02-01
 Projection: UTM Zone 10N NAD83
 Orthophoto/Data: ESR/BCC Gov
 High Water Marks are not from survey. For reference only and not to be used for development.
 Riparian setback locations to be determined following completion of legal survey of high water mark locations.



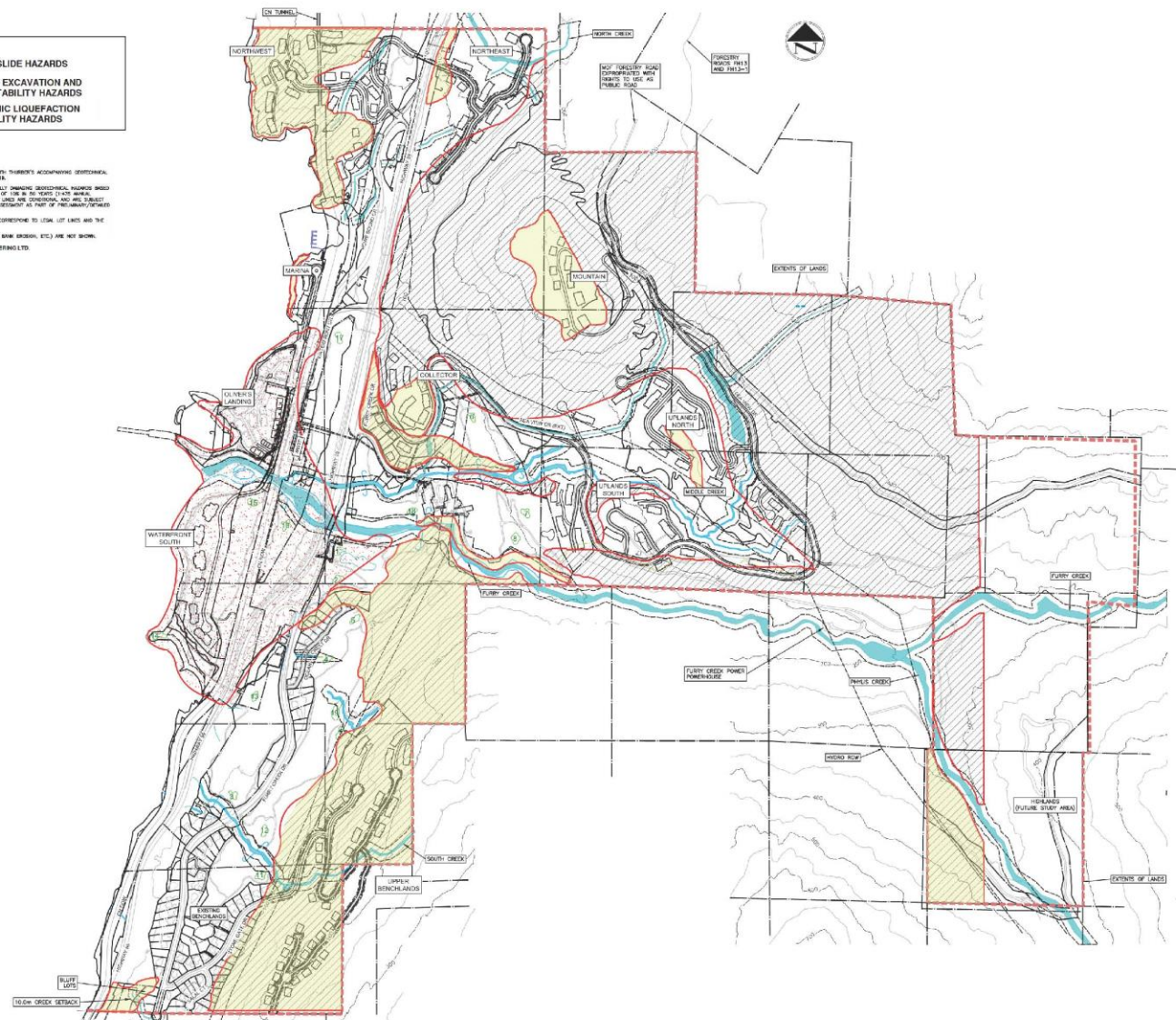
Map 15 – Riparian Protection and Environmental Protection Development Permit Areas

Furry Creek Neighborhood
 Schedule C, Electoral Area D
 Official Community Plan Bylaw 1135-2013



NOTES

1. THIS FILING IS TO BE USED IN CONNECTION WITH THORNTON'S ACCOMPANYING GEOTECHNICAL REPORT (PROJECT #14102) DATED APRIL 14, 2018.
2. PLACED LINES INDICATE THE LOCATION OF POTENTIALLY DAMAGING GEOTECHNICAL HAZARDS BASED ON AN ESTIMATED PROBABILITY OF OCCURRENCE OF 10% IN 50 YEARS (1-IN-50 ANNUAL PROBABILITY), SAMPLED AT 1:5,000 SCALE. THESE LINES ARE GENERALIZED, AND ARE SUBJECT TO CHANGE PENDING FURTHER GEOTECHNICAL ANALYSIS AS PART OF FINAL DESIGN/ENGINEERING DETAIL.
3. THE BOUNDARIES OF THE GEOTECHNICAL MAPPING CORRESPOND TO LEGAL LOT LINES AND THE EXTENT OF THE AVAILABLE LOT DATA.
4. FLUVAL AND CRUSTAL HAZARD LINES (FLOODING, BANK EROSION, ETC.) ARE NOT SHOWN.
5. BASE PLAN PROVIDED BY CURTIS ENGINEERING LTD.



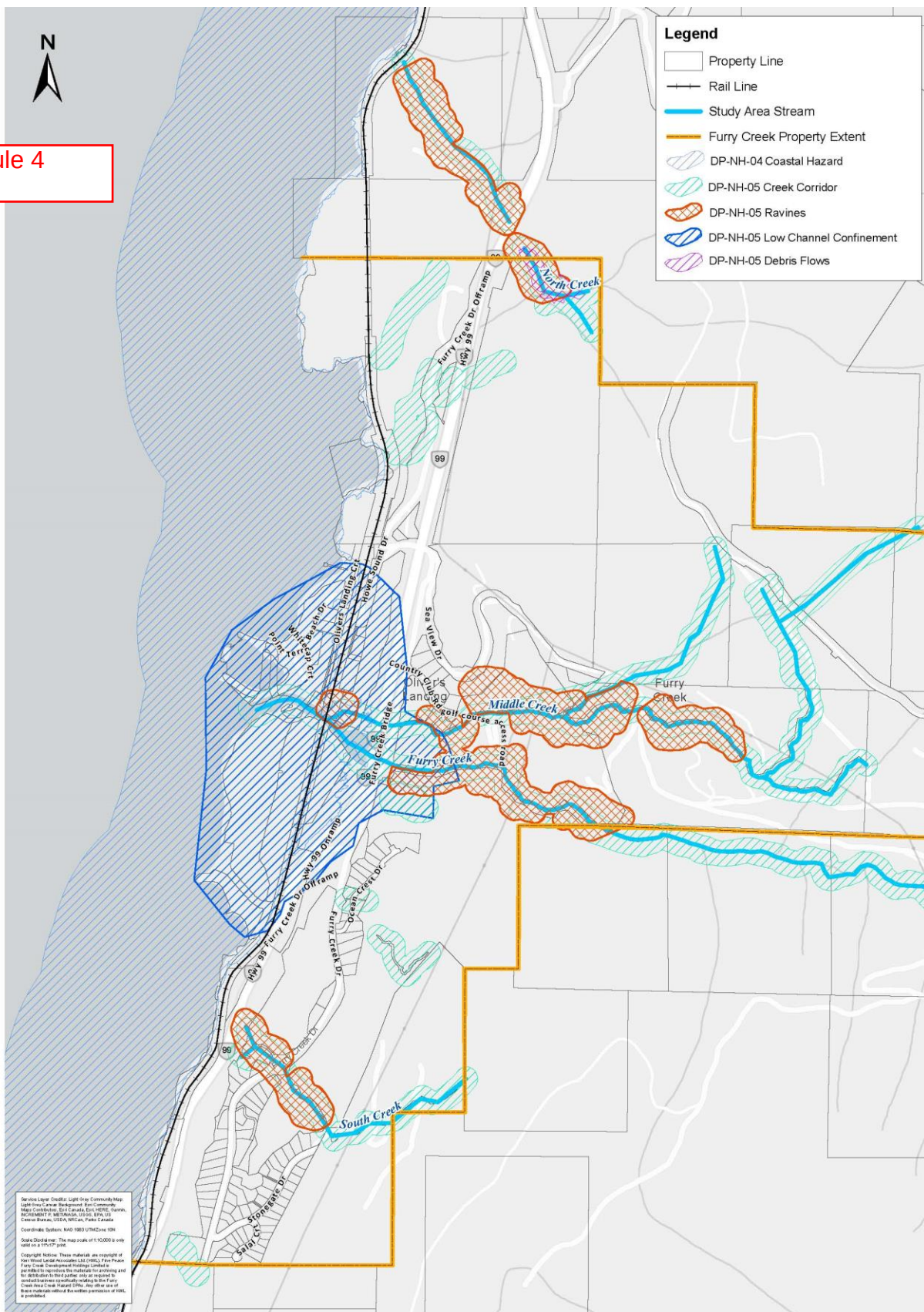
Map 16A – Natural Hazards Protection Development Permit Areas (1-3)

Furry Creek Neighbourhood

Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013



Schedule 4

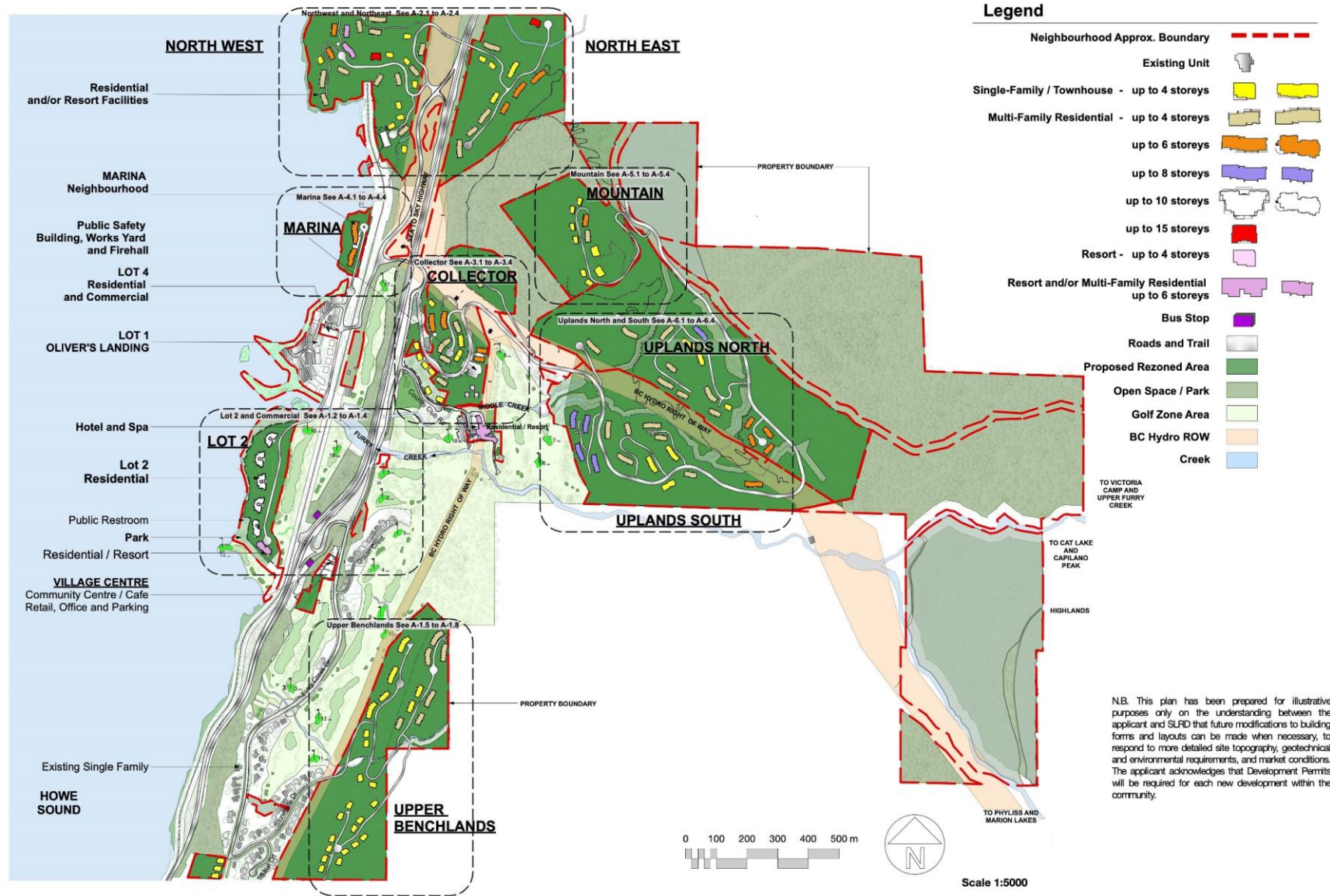


Map 16B – Natural Hazards Protection Development Permit Areas (4-5)

Furry Creek Neighbourhood

Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013



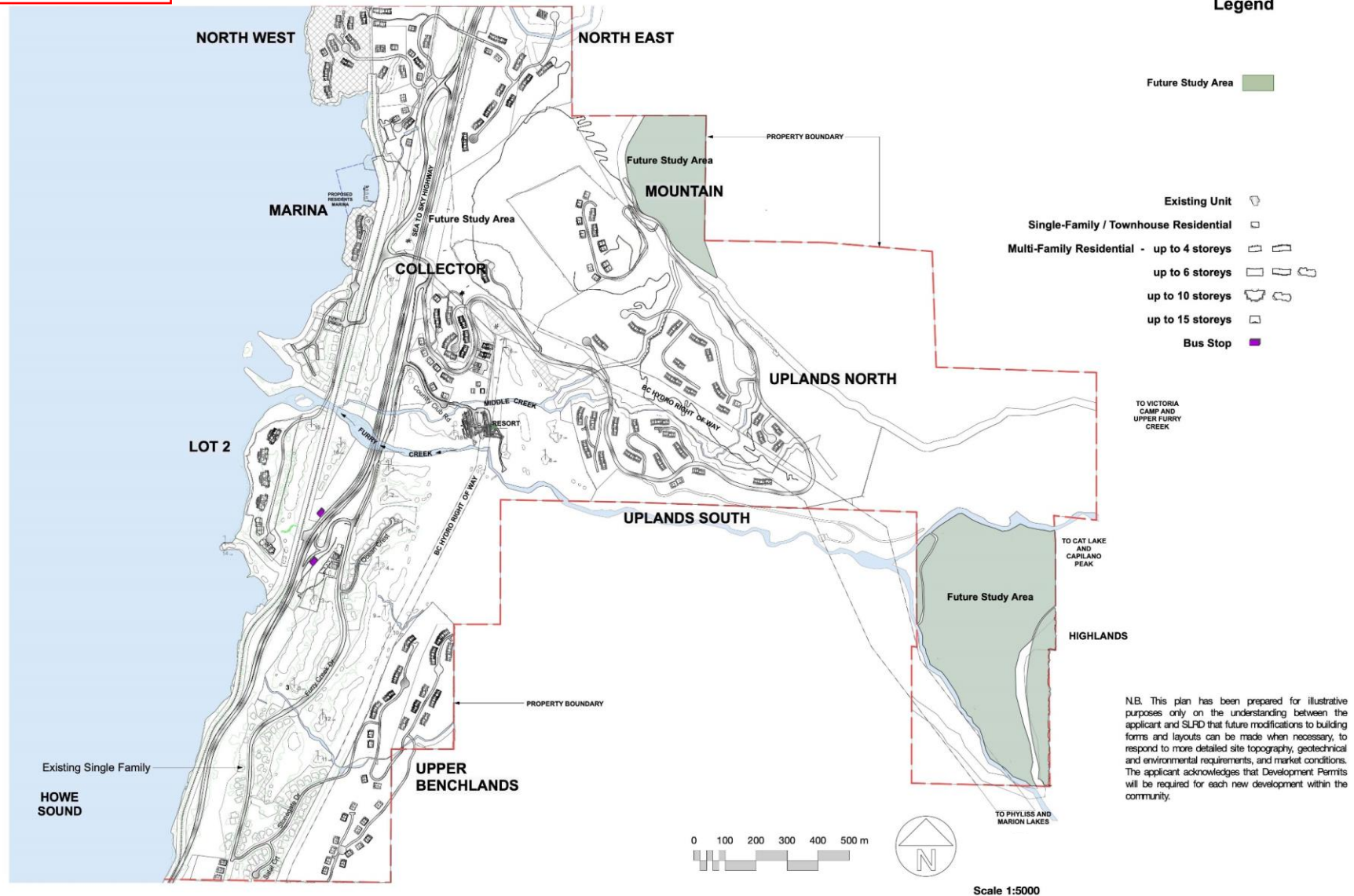


Map 17 – Illustrative Site Plan

Furry Creek Neighbourhood

Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013

Schedule 6



Map 18 – Future Study Areas

Furry Creek Neighbourhood

Schedule C Electoral Area D Official Community Plan Bylaw No. 1135-2013

5.0 Furry Creek Neighbourhood

5.1 VISION

A complete recreational-oriented residential community within the Sea-to-Sky Corridor.

5.2 OBJECTIVES

- 5.2.1 Realize, in a contemporary manner, the original vision of a complete recreation-oriented residential community at Furry Creek, including neighbourhood village retail space, resort facilities, a residents'-only marina, community facilities and an extensive open space and trail network.
- 5.2.2 Provide a variety of housing types, sizes and tenures, including triplexes, fourplexes and non-market affordable housing options.
- 5.2.3 Enhance recreational opportunities through the provision of community facilities and a variety of public open spaces, including parks, trails, viewpoints and waterfront accesses.
- 5.2.4 Encourage the protection and enhancement of existing environmental resources.
- 5.2.5 Ensure development minimizes and mitigates risks associated with natural hazards.
- 5.2.6 Encourage efficient, low-carbon, innovative development practices that conserve, recycle or generate energy, water, materials, and other resources.

5.3 POLICIES

- 5.3.1 Encourage coordination with Britannia Beach regarding potential accommodation of community facilities that will serve both communities, including an elementary school site at Britannia Beach and a secondary school site at Furry Creek, child care facilities, indoor recreation facilities, fire protection and local commercial services.
- 5.3.2 Encourage provision of as much public access to the waterfront as possible.
- 5.3.3 Encourage provision of a trail system throughout the community linking commercial areas, residential areas, and parks and open space.
- 5.3.4 Encourage provision of trail head and park facilities (e.g. signage, parking and washroom facilities) where possible and appropriate.
- 5.3.5 Encourage the provision of preferred modes of transportation infrastructure and connectivity, including public transit bus shelters and laybys, space for park and ride and car sharing.
- 5.3.6 Encourage the development of infrastructure that minimizes impacts to environmental resources.
- 5.3.7 Ensure affordable housing is prioritized and provided for in perpetuity.
- 5.3.7 Require all new development to eliminate fossil fuel combustion for heating, cooling and cooking, with no new fossil fuel infrastructure/connections supported.
- 5.3.8 Encourage urban agriculture and ensure the ability to grow and access food is part of developing complete communities.

5.3.9 Ensure community water and waste water treatment facilities continue to adequately service residential, resort and fire protection needs.

5.3.9.3.10 **Ensure Wildfire Hazards are considered and mitigated through subdivision design, as per Electoral Area D OCP Policy 3.3.12.**

5.4 LAND USE

Planned Community Designation

The Regional District supports development of a comprehensively planned community of up to 870 dwelling units, including 120 non-market affordable housing dwelling units and up to 120 tourist accommodation dwelling units. The Furry Creek planned community comprises an integrated mix of residential uses, local commercial, community and resort facility uses, golf course, parks, open spaces and riparian areas, to be developed generally in accordance with the Illustrative Site Plan attached as Schedule C Map 17 to this bylaw. The Illustrative Site Plan is conceptual and provides for some flexibility in where development occurs.

Mapping

The Furry Creek Neighbourhood is designated Planned Community, as shown on Schedule C Map 1. Future Study Areas are outlined on Schedule C Map 18. Additionally, mapped Development Permit Areas are outlined in Section 5.5.

5.5 DEVELOPMENT PERMIT AREAS

The following Development Permit Areas apply to the Furry Creek Neighbourhood, to help ensure that development is consistent with the vision, objectives and policies of the Howe Sound East Sub Area Plan and Electoral Area D OCP. Generally, all lands within the Furry Creek Neighbourhood are within a Development Permit Area, and thus a development permit is required prior to development.

Activities Requiring a Development Permit

5.5.1 Each Development Permit Area (DPA) designation includes a purpose and objectives that justify its designation, established under provisions of the Local Government Act, as well as guidelines that must be met to achieve the purpose and objectives. Where designated as a DPA, a development permit must be issued prior to:

- (a) subdivision of land;
- (b) starting construction of, addition to or alteration of a building or structure;
- (c) the alteration of land (where designated for protection of natural environment or from hazardous conditions); or
- (d) the alteration of land, a building or any other structure (where designated for energy conservation, water conservation, or greenhouse gas reduction).

unless specifically exempt under this bylaw.

5.5.2 A development permit may not be required prior to subdivision of land where subject lands are designated for Form, Character & Conservation, but no development is proposed at time of subdivision, and there is no siting (e.g. grading, clearing), access, or lot layout and connectivity considerations that would apply per the DPA guidelines.

5.5.3 Where building construction and/or vegetation fuel management is proposed to take place

within an Environmental Protection Area or Riparian Protection Area, as outlined in this bylaw, all work undertaken should be consistent with the Environmental Protection and Riparian Protection DPA Guidelines.

- 5.5.4 It is the applicant's responsibility to comply with all other relevant Bylaws, Acts and Regulations, including but not limited to the Riparian Areas Protection Regulation, Water Sustainability Act, Fisheries Act, Wildlife Act, Migratory Birds Convention Act, Species at Risk Act, and Weed Control Act.

5.6 Riparian Protection Development Permit Area

BACKGROUND

Purpose

- 5.6.1 Pursuant to Section 488(1)(a) of the Local Government Act, the Riparian Protection Development Permit Area (DPA) is designated for the protection of the natural environment, its ecosystems, and ecological diversity.

Application & Area

- 5.6.2 The Riparian Protection DPA applies to land within the Furry Creek Neighbourhood, including mapped and unmapped streams, as indicated on Schedule C Map 15. This DPA consists of the following Riparian Assessment Area:
- (a) A 30 metre strip on both sides of the waterbody, measured from the **natural boundary**.
 - (b) For a ravine less than 60 metres wide, a strip on both sides of the stream measured from the **natural boundary** to a point that is 30 metres beyond the top of the ravine bank.
 - (c) For a ravine 60 metres wide or greater, a strip on both sides of the stream measured from the **natural boundary** to a point that is 10 metres beyond the top of the ravine bank.

GUIDELINES

Refer to Section 7.2 Riparian Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.7 ENVIRONMENTAL PROTECTION DEVELOPMENT PERMIT AREAS

BACKGROUND

Purpose

- 5.7.1 Pursuant to Section 488(1)(a) of the *Local Government Act*, the Environmental Protection Development Permit Areas (DPA) are designated for the protection of the natural environment, its ecosystems, and ecological diversity.

Application & Areas

- 5.7.2 The Environmental Protection DPA applies to land within the Furry Creek Neighbourhood and specifically includes the Marine Shoreline Area, Wildlife Habitat Areas, and the Ecological Sustainability Area, as indicated on Schedule C Map 15. Guidelines are outlined for each Area.
- (a) *Marine Shoreline Area*
Marine Shoreline Areas encompass a variety of marine shore types, including rocky shores, rock and large sediment (boulder/cobble) shores, sediment (sand/gravel) shores, estuaries and mud flats and altered shores. The Marine Shoreline Assessment Area specifically refers to the area 30 meters upland (backshore) of the natural boundary of the sea. An Environmental Protection Development Permit is required for development activities within the Marine Shoreline Assessment Area.
 - (b) *Wildlife Habitat Areas*
Wildlife Habitat Areas include all mapped wildlife species at risk critical habitat areas and mature red listed ecological communities at risk on site. An Environmental Protection Development Permit is required for development activities within Wildlife Habitat Areas.
 - (c) *Ecological Sustainability Area*
The Ecological Sustainability Area pertains to the entire Furry Creek Neighbourhood. The guidelines address the project in its entirety, with development permit requirements to be met by the developer at the outset of the project rather than at the individual parcel level.

GUIDELINES

Refer to Section 7.3 Environmental Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.8 NATURAL HAZARDS PROTECTION DEVELOPMENT PERMIT AREAS

BACKGROUND

Purpose

- 5.8.1 Pursuant to Section 488(1)(b) of the Local Government Act, the Natural Hazards Protection Development Permit Areas (DPA) are designated for the protection of development from hazardous conditions.

Application & Areas

- 5.8.2 The Natural Hazards Protection DPA applies to land within the Furry Creek Neighbourhood and specifically includes Landslide Hazard Areas, Excavated Rock and Foundation Stability Hazards Areas, Seismic Liquefaction and Fan Stability Hazard Areas, Coastal Hazard Areas, and Creek Hazard Areas, as indicated on Schedule C Map 16A and Map 16B. Guidelines are outlined for each Area.
- (a) *Landslide Hazard Areas*
The Furry Creek Neighbourhood is subject to high volumes of precipitation and runoff driven by winter storm activity, which in combination with the steep terrain gives rise

to various landslide hazards that have the potential to affect the community. Landslide hazards may originate in bedrock or soil and exhibit various modes of movement including falls, slides and flows. A Natural Hazard Protection Development Permit is required for development activities within Landslide Hazard Areas.

(b) *Excavated Rock and Foundation Stability Hazard Areas*

The Furry Creek Neighbourhood includes areas with steep bedrock slopes. Within these areas, further site-specific geotechnical assessments will be required to confirm the siting of individual buildings and associated foundation design and construction requirements related to bedrock. A Natural Hazard Protection Development Permit is required for development activities within Excavated Rock and Foundation Stability Hazard Areas.

(c) *Seismic Liquefaction and Fan Stability Hazard Areas*

The alluvial sediments forming the fan of Furry Creek are potentially liquefiable under strong earthquake shaking. The potential consequences of liquefaction include differential vertical settlement, horizontal displacement (lateral spreading), and associated damage to buildings and buried facilities. Seismic analyses indicate that liquefaction hazards on the Furry Creek fan are localized, rather than widespread; however, these hazards will need to be assessed on a site-specific basis as per the BC Building Code. Submarine slides unrelated to seismic activity have also been documented in Howe Sound on other fans/deltas. Seismic slope stability and soil liquefaction hazards may require specific consideration in development approvals. A Natural Hazard Protection Development Permit is required for development activities within Seismic Liquefaction and Fan Stability Hazard Areas.

(d) *Coastal Hazard Areas*

The Furry Creek Neighbourhood includes Coastal hazard areas prone to flooding (from high sea level, waves, and tsunamis) and erosion. Within these areas, further, site-specific geotechnical assessments will be required. A Natural Hazards Protection Development Permit is required for development activities within Coastal Hazard Areas.

(e) *Creek Hazard Areas*

The Furry Creek Neighbourhood includes Creek hazard areas such as creek corridors, ravines, low channel confinement, and debris floods/flows. Within these areas, further, site-specific geotechnical assessments will be required. A Natural Hazards Protection Development Permit is required for development activities within Creek Hazard Areas.

Save Harmless Covenant

- 5.8.3 Property owners are required to register a “save harmless” covenant on the title of the property where proposed development is located within the mapped Natural Hazards Protection Development Permit Areas, as per Schedule C Map 16A and Map 16B.

GUIDELINES

Refer to Section 7.4 Natural Hazards Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.9 WILDFIRE PROTECTION DEVELOPMENT PERMIT AREA

BACKGROUND

Purpose

- 5.9.1 Pursuant to Section 488(1)(b) of the Local Government Act, the Wildfire Protection Development Permit Area (DPA) is designated for the protection of development from hazardous conditions.

Application & Area

- 5.9.2 The Wildfire Protection DPA applies to all land within the Furry Creek Neighbourhood, with the whole Howe Sound East Sub Area designated as a Wildfire Protection Development Permit Area.
- 5.9.3 A Wildfire Protection Development Permit is required for development activities that involve any of the following:
- (a) Construction of, addition to or alteration of a building or other structure, where a building permit is required; ~~or~~
 - ~~(b) Subdivision of land where the number of parcels is increased.~~

GUIDELINES

Refer to Section 7.5 Wildfire Protection Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

5.10 FORM, CHARACTER & CONSERVATION DEVELOPMENT PERMIT AREA

BACKGROUND

Purpose

- 5.10.1 The Form, Character and Conservation Development Permit Area is designated for the following purposes:
- (a) establishment of objectives for the form and character of intensive residential development;
 - (b) establishment of objectives for the form and character of commercial, industrial or multi-family residential development;
 - (c) establishment of objectives to promote energy conservation;
 - (d) establishment of objectives to promote water conservation; and
 - (e) establishment of objectives to promote the reduction of greenhouse gas emissions.

Application & Area

- 5.10.2 The Form, Character and Conservation DPA applies to all intensive residential (including duplex and small lot subdivision), multi-family, and commercial development in the Furry Creek Neighbourhood.
- 5.10.3 A Form, Character and Conservation Development Permit is required for development activities that involve any of the following:
 - (a) Construction of, addition to or alteration of a building or other structure, where a building permit is required;
 - (b) the alteration of land, a building or any other structure; or
 - (c) Subdivision of land where the number of parcels is increased.
- 5.10.4 Specific guidelines identified as Multi-Family or Commercial only apply to development that encompasses those specified uses.

GUIDELINES

Refer to Section 7.7 Form, Character & Conservation Development Permit Area within the Electoral Area D OCP Bylaw No. 1135-2013 for development permit objectives, exemptions, delegation of authority and guidelines.

TERMS OF INSTRUMENT – PART 2

LAND DEVELOPMENT AGREEMENT**(SECTION 219 COVENANT)**

THIS AGREEMENT dated _____, 2022

BETWEEN:

1163847 B.C. LTD., INC. NO. BC1163847

545 – 1199 West Pender Street
Vancouver, B.C. V6E 2R1

(“1163847”)

FINE PEACE FURRY CREEK LIMITED, INC. NO. BC1135120

545 – 1199 West Pender Street
Vancouver, B.C. V6E 2R1

(“Fine Peace Furry Creek”)

**FINE PEACE FURRY CREEK DEVELOPMENT LIMITED, INC.
NO. BC1135140**

545 – 1199 West Pender Street
Vancouver, B.C. V6E 2R1

(“FPFCD”)

(1163847, Fine Peace Furry Creek, and FPFCD are referred to collectively hereafter as the **“Owner”**)

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT

Box 219
Pemberton, B.C. V0N 2L0

(the “Regional District”)

WHEREAS:

- A. 1163847 is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 015-862-526, District Lot 2922, Group 1 New Westminster District Except, Firstly; Part in District Lot 3727, Secondly: Part on Plan LMP30228;

PID 015-862-534, District Lot 2924 Group 1 New Westminster District, Except: Part in Plan LMP30227;

PID 015-862-542, District Lot 3727 Group 1 New Westminster District, Except: Part in Plan LMP30229;

PID 015-862-551, District Lot 4007 Group 1 New Westminster District, Except: Part in Plan LMP30229;

PID 015-862-569, District Lot 4144 Group 1 New Westminster District, Except: Portion in Plan LMP30229;

PID 015-862-577, District Lot 4145 Group 1 New Westminster District Except: Portions in District Lots 1661 and 1666 and Part in Plan LMP30229;

PID 015-862-585, District Lot 4149 Group 1 New Westminster District, Except: Part in Plan LMP30229;

PID 015-902-129, District Lot 1661, Group 1 New Westminster District Except: Portion in Plan LMP16073 and LMP30229

PID 017-990-980, Block 1 Except: Firstly: Part Subdivided by Plan LMP16073 Secondly: Part Dedicated Road on Plan LMP36546 Thirdly: Part Dedicated Road on Plan BCP26194 District Lot 2018 Group 1 New Westminster District Plan LMP6846;

PID 018-380-417; Block 3 Except: Firstly: Part Subdivided by Plan LMP13803 Secondly: Part Subdivided by Plan LMP16073 Thirdly: Part Subdivided by Plan LMP24805 Fourthly: Part Subdivided by Plan LMP35040 Fifthly: Part Dedicated Road on Plan LMP36546 Sixthly: Part Subdivided by Plan LMP42785 Seventhly: Part Subdivided by Plan BCP22612 Eighthly: Part Dedicated Road on Plan BCP26193 District Lots 1296, 1626, 1632, 1659, 1660, 1666 and 1898 Group 1 New Westminster District Plan LMP11960;

PID 018-720-676, Lot 3 Block 3 District Lot 1296 Plan LMP16073;

PID 018-720-684, Lot 4 Block 3 District Lot 1296 Plan LMP16073;

PID 024-569-569, Lot 3 Block 3 District Lot 1296 Group 1 New Westminster District Plan LMP42785;

(collectively, the **"1163847 Lands"**).

- B. Fine Peace Furry Creek is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 018-613-217, Block A Except: Firstly: Part Subdivided by Plan LMP35040; Secondly: Part Subdivided by Plan BCP 10356 District Lots 1296, 1626, 1632, 1659, 1660, 1666, 1898 and 7799 Group 1 New Westminster District Plan LMP13803;

(the **"Fine Peace Furry Creek Lands"**).

- C. FPFCD is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 024-569-551, Lot 2 Block 3 District Lot 1296 and 1626 Group 1 New Westminster District Plan LMP42785;

PID 024-569-577, Lot 4 Block 3 District Lot 1296 Group 1 New Westminster District Plan LMP42785

(collectively, the “**FPFCD Lands**”).

- D. The Regional District is a regional district incorporated under the provisions of the *Local Government Act*, R.S.B.C. 2015, c. 1.
- E. The Owner has applied to the Regional District for an amendment to the Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, and the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, under the terms of Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021 and Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021, with the intent that following the adoption of those bylaws, the use and development of the Lands will be governed by Section 16.3 of the Squamish-Lillooet Regional District Zoning Bylaw No. 1350-2016 – CD3 - Furry Creek Comprehensive Development 3 Zone (the “CD3 Zoning Regulations”).
- F. The CD3 Zoning Regulations include provisions under section 482 of the *Local Government Act*, R.S.B.C. 2015, c. 1, under which the density of development of the Lands may be increased beyond the maximum density permitted under section 16.3.11 of the CD3 Zoning Regulations, provided that conditions for the provision of amenities and affordable housing are met.
- G. In addition to the conditions under which the density of development of the Lands may be increased, as referred to in Paragraph F, the Owner has voluntarily agreed to certain other commitments respecting the subdivision and development of the Lands.
- H. In order to better secure the conditions under which the density of development of the Lands may be increased, as referred to in Paragraph F, and to secure the commitments of the Owner as referred to in Paragraph G, the Owner has agreed to enter into this Agreement with the Regional District, which is to be registered against title to the Lands as a covenant pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250.
- I. 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 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:

PART 1 – DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms have the meaning assigned herein:

- (a) “Affordable Dwelling Units” means the non-market affordable dwelling units that the Owner is required to provide under section 16.3.12.2 of the CD3 Zoning Regulations, as one of the conditions for the increase in the density of development of the Lands, and “Affordable Rental Housing Unit” and “Affordable Ownership Housing Unit” have the meaning assigned to those terms under the Housing Agreement;
- (b) “Approving Officer” means the approving officer appointed from time to time, with jurisdiction to approve subdivision applications for the Lands under Part 7 of the *Land Title Act*;
- (c) “Authority” means any governmental authority or agency whose approval is required for an activity that is contemplated or required under this Agreement;
- (d) “BC Building Code” means the British Columbia Building Code, as established under the *Building Act*, SBC 2015 c. 2, and as amended from time to time;
- (e) “BC Energy Step Code” means the system of energy efficiency performance requirements set out in Division B, Part 10 of the BC Building Code, as amended or replaced from time to time;
- (f) “BC Fire Code” means the British Columbia Fire Code, as established under the *Fire Services Act*, RSBC 1996, c. 144;
- (g) “BC Transit” means British Columbia Transit, as continued under the *British Columbia Transit Act*, RSBC 1996, c. 38;
- (h) “Block A” means that parcel of the Lands legally described as:

PID 018-613-217, Block A Except: Firstly: Part Subdivided by Plan LMP35040; Secondly: Part Subdivided by Plan BCP 10356 District Lots 1296, 1626, 1632, 1659, 1660, 1666, 1898 and 7799 Group 1 New Westminster District Plan LMP13803;
- (i) “Building Bylaw” means the Regional District’s Building Bylaw No. 1611-2020, as amended or replaced from time to time;
- (j) “Building Inspector” means a person appointed as a building official under the Building Bylaw;

- (k) "Development Permit" means a permit issued by the Regional District pursuant to Part 14 of the *Local Government Act*, authorizing one or more of the activities referred to in section 489 of the *Local Government Act*;
- (l) "Director of Environmental Services" means the person appointed as the Regional District's Director of Environmental Services (or their successor in function), and includes any person authorized to act on the Director's behalf;
- (m) "Director of Planning and Development" means the person appointed as the Regional District's Director of Planning and Development (or their successor in function), and includes any person authorized to act on the Director's behalf;
- (n) "Director of Protective Services" means the person appointed as the Regional District's Director of Protective Services (or their successor in function), and includes any person authorized to act on the Director's behalf;
- (o) "Dwelling Unit" has the same meaning as under the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016;
- (p) "Fire Chief" means the person appointed as the Fire Chief of the Britannia Beach Volunteer Fire Department, and includes any person authorized to act on the Fire Chief's behalf;
- (q) "Fire Department" means the Britannia Beach Volunteer Fire Department, as established under the provisions of the Regional District's Howe Sound East Fire Protection Service Establishment Bylaw No. 1032-2006;
- (r) "Fire Department Service Area" means the service area established under the Regional District's Howe Sound East Fire Protection Service Establishment Bylaw No. 1032-2006;
- (s) "Fire Hall" means the fire hall to be constructed by the Owner on the Lands pursuant to section 5.2 of this Agreement;
- (t) "Fire Hall Site" means the parcel of land to be subdivided and transferred by the Owner to the Regional District pursuant to section 5.2 of this Agreement;
- (u) "Fire Protection Consultant" means a qualified person generally regarded as having expertise in fire protection and fire department planning in British Columbia;
- (v) "Fire Sprinklers" means residential fire suppression sprinklers that conform to the requirements of the British Columbia Building Code, as applicable to the class of building under construction;
- (w) "Furry Creek Development" means the comprehensive development that the Owner proposes to undertake on the Lands in accordance with the CD3 Zoning Regulations, which will provide an integrated mix of residential uses, local community and resort facility uses, golf course, parks, open spaces, and riparian areas, as generally shown in the Illustrative Site Plan forming part of the Regional District's Electoral Area D Official Community Plan;

- (x) “Highway 99 Golf Underpass Upgrade” means an upgrade to the existing pedestrian underpass that will allow golfers and other pedestrians to safely cross under Highway 99, in the area generally shown on Schedule B12 to the CD3 Zoning Regulations;
- (y) “Housing Agreement” means the Housing Agreement that is authorized under the Squamish-Lillooet Regional District Housing Agreement Bylaw No. *, and that has also been registered against title to the Lands as a covenant pursuant to section 219 of the *Land Title Act*;
- (z) “Interior Operations” has the same meaning as under the British Columbia Fire Service Minimum Training Standards for Fire Services Personnel in British Columbia, as established by the Office of the Fire Commissioner for British Columbia;
- (aa) “Land Title Office” means the New Westminster Land Title Office, as established under the *Land Title Act*;
- (bb) “Lands” mean, collectively, the 1163847 Lands, the Fine Peace Furry Creek Lands, and the FPFCD Lands;
- (cc) “Lot 2” means that parcel of the Lands legally described as:

PID 024-569-551, Lot 2 Block 3 District Lot 1296 and 1626 Group 1 New Westminster District Plan LMP42785;
- (dd) “Lot 3” means that parcel of the Lands legally described as:

PID: 018-720-676 Lot 3 Block 3 District Lot 1296 Plan LMP16073
- (ee) “Lot 4” means that parcel of the Lands legally described as:

PID: 018-720-684, Lot 4 Block 3 District Lot 1296 Plan LMP16073
- (ff) “Market Dwelling Unit” means a Dwelling Unit that is not an Affordable Dwelling Unit;
- (gg) “Neighbourhood Area” means each of the following areas of the Lands that are designated and referred to in Schedule B11 to the CD3 Zoning Regulations by the following names:
 - i. North West;
 - ii. North East;
 - iii. Marina;
 - iv. Mountain;

- v. Collector;
 - vi. Uplands North;
 - vii. Uplands South;
 - viii. Lot 2;
 - ix. Village Centre; and
 - x. Upper Benchlands;
- (hh) "NFPA" means the National Fire Protection Association;
- (ii) "Final Inspection Notice" has the meaning given to that term under the Building Bylaw;
- (jj) "Part 3 Building" means a building that is regulated by Part 3 of the BC Building Code;
- (kk) "Part 9 Building" means a building that is regulated by Part 9 of the BC Building Code;
- (ll) "Public Dyke Pathway and Furry Creek Pedestrian Crossing" means the paved waterfront trail extension, measuring approximately 535 meters in length, to be constructed in the area of the Lands shown generally on Schedule B12 to the CD3 Zoning Regulations, and which shall include a pedestrian crossing over Furry Creek as a sidewalk on a road bridge;
- (mm) "Public Works Yard" means the land and facilities that are to be provided by the Owner to the Regional District for use as a public works yard pursuant to Part 10 of this Agreement;
- (nn) "Qualified Professional" means a professional engineer, geoscientist, architect, or landscape architect (i) who is registered in good standing in British Columbia with a professional organization constituted under an enactment, is acting under that organization's code of ethics and is subject to disciplinary action by that organization, (ii) whose area of expertise is recognized by the individual's professional organization as one that is acceptable for the purpose of performing a professional service required under this Agreement, and (iii) who is acting within the individual's area of expertise;
- (oo) "School Site" means the area of land lying to the north of the North East Neighbourhood Area, as shown on the plan that is attached to this Agreement as Schedule "D", or another area mutually agreed upon by the Regional District and the Owner;
- (pp) "Regional District Park Standards" means the standards and specifications utilized by the Regional District in the planning and development of regional and community parks, as adopted, amended, or updated from time to time, and if such standards and specifications have not been adopted by the Regional District at any

time relevant to the performance of the Owner's obligations under this Agreement, means standards and specifications proposed by the Owner that the Director of Environmental Services, acting reasonably, considers will ensure that a park the Owner is required to design, construct, and install on the Lands will be to a standard consistent with the Owner's obligations under the CD3 Zoning Regulations, and to a standard consistent with other regional and community parks within the Regional District;

- (qq) "Regional District Trail Standards" means the standards and guidelines for the design and construction of the Regional District's public trails, as adopted, amended, or updated from time to time, and if such standards and specifications have not been adopted by the Regional District at any time relevant to the performance of the Owner's obligations under this Agreement, means standards and specifications proposed by the Owner that the Director of Environmental Services, acting reasonably, considers will ensure that a public trail the Owner is required to design, construct, and install on the Lands will be to a standard consistent with the Owner's obligations under the CD3 Zoning Regulations, and to a standard consistent with other public trails within the Regional District;
- (rr) "Subdivision and Development Servicing Bylaw" means the Regional District's Electoral Area D Subdivision and Development Servicing (Planned Communities) Bylaw No. 741, 2002, as amended or replaced from time to time;
- (ss) "Substantially Start" means, in reference to an Affordable Dwelling Unit, that the Owner has commenced physical construction of an Affordable Dwelling Unit to the point where excavation work and other site preparation, construction of the forms for footings and foundations of the Affordable Dwelling Unit, and the framing and sheathing of all exterior and interior walls and the roof, have all been completed;
- (tt) "Transportation Hub" means the vehicle parking and bicycle facility to be designed and constructed by the Owner, for the purpose of supporting the use of BC Transit services by residents of the Lands and surrounding, as generally depicted in the plans that are attached to this Agreement as Schedule "H";
- (uu) "VCH Water Permit" means the permit issued to the Regional District under the *Drinking Water Protection Act*, SBC 2001, c. 9, for the operation of the system of water works that supply potable water to the Lands;
- (vv) "Waste Water Treatment Plant Lands" means those lands owned by the Regional District, which are the location of the Regional District's Waste Water Treatment Plant, and which legally described as:

PID: 018-720-650

Lot 1 Block 3 District Lot 1296 Plan LMP16073;

- (ww) "Water Treatment Plant Lands" means those lands owned by the Regional District, which are the location of the Regional District's Water Treatment Plant, and which are legally described as:

PID: 018-612-610

Lot 8 Block 3 District Lot 1632 Plan LMP13803, and

PID: 018-612-636

Lot 9 Block 3 District Lot 1626 Plan LMP13803; and

- (xx) “Waterfront South Park” means the public park to be constructed in the area of the Lands shown generally on Schedule B12 to the CD3 Zoning Regulations, which shall be a minimum of 0.4 hectares in area, and the features of which shall include but shall not necessarily be limited to washroom facilities, children’s play features or structures, natural areas, benches and garbage and recycling receptacles.

1.2 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.

1.3 Words and expressions used in this Agreement that are not defined in section 1.1 have the same meaning as under the CD3 Zoning Regulations, unless the context requires otherwise.

1.4 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*.

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

Schedule “A” –	Wastewater Master Plan
Schedule “B” –	Water Works Master Plan
Schedule “C” –	Master Drainage Plan
Schedule “D” –	School Site
Schedule “E” –	Fire Hall
Schedule “F” –	Transit Stops
Schedule “G” –	Shuttle Service Route
Schedule “H” –	Transportation Hub
Schedule “I” –	Village Commercial Centre
Schedule “J” -	Statutory Right of Way – Public Dyke Pathway
Schedule “K” -	Trail Network Plans
Schedule “L” -	Water Treatment Plant and Wastewater Treatment Plant Expansion Areas
Schedule “M” -	Fire Department Funding Calculations

PART 2 – COVENANT AS TO SUBDIVISION AND DEVELOPMENT

2.1 Covenant as to Subdivision and Development of the Lands

2.1.1 The Owner covenants and agrees with the Regional District that it shall not subdivide the Lands, construct any building on the Lands, or use or permit the use of the Lands or any building on the Lands, except in strict accordance with this Agreement.

2.1.2 The conditions on subdivision, construction, use, and development of the Lands as set out in the following sections of this Agreement are intended to secure the conditions under which the density of development of the Lands may be increased under section 16.3.12 of the CD3 Zoning Regulations:

- a) Section 5.2 (Fire Hall and Equipment);
- b) Part 6 (Construction of Affordable Housing);
- c) Section 7.1 (Transit Stops);
- d) Section 7.5 (Transportation Hub);
- e) Section 8.2 (Community Centre, Administration Office and Child Care Facility);
- f) Section 9.1 (Public Dyke Pathway and Furry Creek Pedestrian Crossing);
- g) Section 9.2 (Parks, Trails and Open Space);
- h) Part 10 (Public Works Yard).

2.1.3 The Owner covenants and agrees with the Regional District that the applicable part of the Lands must not be developed, built on, or used at a density that exceeds the maximum density of development permitted under section 16.3.12.1 of the CD3 Zoning Regulations, unless as part of the construction and development of the Furry Creek Development, the Owner fulfills the applicable corresponding condition of this Agreement as referred to in section 2.1.2.

2.2 Compliance with Bylaws and Regulatory Requirements

2.2.1 The obligations of the Owner under this Agreement are in addition to and are not intended to vary or abrogate the provisions of any statutes, regulations, or bylaws that apply to the subdivision and development of the Lands, or the requirement for the approval of any Authority. Accordingly, the Owner agrees that it shall subdivide and develop the Lands in compliance with all bylaws of the Regional District concerning land development, zoning, subdivision and building construction, and shall seek and obtain the approval of any Authority that is required for an activity that is contemplated or required under this Agreement.

2.2.2 The Owner acknowledges and agrees that the Regional District, and its officers and employees, may delay, withhold, or refuse the issuance of a permit or approval under one or more of the bylaws referred to in section 2.2.1, in the event that a permit or approval sought by the Owner is not consistent with the restrictions on the use or subdivision of the Lands under this Agreement, or with the restrictions or requirements for the construction of community amenities, buildings or structures on the Lands under this Agreement.

2.3 Owner Responsibility For All Costs and Expenses

2.3.1 The Owner shall be solely responsible for all costs and expenses required to fulfill its obligations under this Agreement, whether or not those costs and expenses are specifically referred to herein.

2.4 Notice to Regional District Concerning Certain Uses

2.4.1 In order to provide for the proper administration of section 16.3.6.3 of the CD3 Zoning Regulations, the Owner covenants and agrees that with each application for a Development Permit authorizing the subdivision of an area of the Lands where the construction of a single family dwelling is a permitted use, and in any event before submitting an application to the Approving Officer for approval of the subdivision of that part of the Lands, the Owner shall identify which of the proposed lots are proposed to be used for the development of single family dwellings, and if required by the Director of Planning and Development, at the time of subdivision the Owner shall register against the title to the Lands being subdivided a further covenant pursuant to section 219 of the *Land Title Act*, identifying the lots where the construction of a single family dwelling is not permitted.

2.4.2 In order to provide for the proper administration of section 16.3.9 of the CD3 Zoning Regulations, the Owner covenants and agrees that with each application for a Development Permit authorizing construction within the Residential/Tourist Accommodation One Area (RTA1), the Residential/Tourist Accommodation Two Area (RTA2), and if required by the Director of Planning and Development, the Owner shall identify the number of units within each building that are proposed to be used for tourist accommodation, and if required by the Director of Planning and Development, shall register against the title to the part of the Lands where such construction is to occur a further covenant pursuant to section 219 of the *Land Title Act*, on terms and conditions satisfactory to the Director of Planning and Development, limiting the number of units within each building that may be used for tourist accommodation.

PART 3 - SUSTAINABILITY REQUIREMENTS

3.1 Fossil Fuel Free Community

3.1.1 The Owner covenants and agrees that no piped natural gas services will be provided within or to any part of the Lands used for residential purposes, and that equipment and appliances used for heating, cooling, domestic hot water, and cooking within each building used for residential purposes constructed on the Lands shall not be directly powered by the combustion of fossil fuel.

3.2 BC Energy Step Code Compliance

- 3.2.1 The Owner covenants and agrees that each Part 9 Building that is constructed on the Lands shall be designed and constructed to meet the minimum performance requirements specified in Step 4 of the BC Energy Step Code, as applicable to that class of building. For certainty, if at the time an application for a Building Permit for a Part 9 Building is submitted, either or both of the Building Bylaw or Building Code require that Part 9 Buildings be designed to meet the minimum “Net Zero” performance requirements specified in Step 5 of the BC Energy Step Code, as applicable to Part 9 Buildings, the Owner shall design and construct the building to meet the minimum “Net Zero” performance requirements.
- 3.2.2 The Owner covenants and agrees that each Part 3 Building that is constructed on the Lands shall be designed and constructed to meet the minimum performance requirements specified in Step 3 of the BC Energy Step Code, as applicable to that class of building. For certainty, if at the time an application for a Building Permit for a Part 3 Building is submitted either or both of the Building Bylaw or Building Code require that Part 3 Buildings be designed to meet the minimum “Net Zero” performance requirements specified in Step 4 of the BC Energy Step Code, as applicable to Part 3 Buildings, the Owner shall design and construct the building to meet the minimum “Net Zero” performance requirements.
- 3.2.3 Each Building Permit application must be accompanied by a report prepared and certified by a Qualified Professional who is a qualified Energy Advisor or a Registered Professional (within the meaning of the Building Code) providing Letters of Assurance under the Building Code for that building, confirming that, in the opinion of the Qualified Professional, the building that is proposed to be constructed will meet the minimum performance requirements applicable to that building under this section 3.2.
- 3.2.4 Prior to the issuance of a Final Inspection Notice for any building constructed on the Lands, the Owner shall provide to the Building Inspector with a completed BC Energy Step Code Compliance Report prepared by a Qualified Professional who is a qualified Energy Advisor or a Registered Professional (within the meaning of the Building Code) providing Letters of Assurance under the Building Code for that building, confirming that the building has been constructed the minimum performance requirements applicable to that building under this section 3.2.

3.3 Community Gardens/Urban Agriculture

- 3.3.1 The Owner agrees to provide the Regional District with lands suitable for use as a Community Garden in each of the Collector Neighbourhood Area and the Uplands North and Uplands South Neighbourhood Areas, in accordance with sections 3.3.2 to 3.3.3 of this Agreement.
- 3.3.2 Concurrently with the deposit in the Land Title Office of a plan of subdivision over any portion the Lands that is within the Collector Neighbourhood Area or the Uplands North or Uplands South Neighbourhood Area, the Owner must subdivide from the Lands within the applicable Neighbourhood Area and transfer to the Regional District, for nominal consideration, the fee simple title to a parcel of land, that:

- (a) is a minimum of 0.15 hectares in area to be dedicated to and operated by the Regional District;
- (b) is located in the part of that Neighbourhood Area generally shown on Schedule B12 to the CD3 Zoning Regulations as "Community Garden and Urban Agricultural Opportunity";
- (c) is of a layout and configuration that, in the opinion of the Director of Planning and Development, is suitable for use as a Community Garden that has the features specified and required under section 3.3.3; and
- (d) is free and clear of all financial charges and encumbrances, and is also free and clear of any other charges or encumbrances that would unreasonably interfere with the use of the land as a community garden.

3.3.3 Prior to the issuance of a Final Inspection Notice for any building constructed within the Collector Neighbourhood Area or the Uplands North or Uplands South Neighbourhood Area, as applicable, the Owner must supply, install, and construct the following improvements to the Community Garden within that Neighbourhood Area, to the satisfaction of the Director of Planning and Development:

- (a) at least 200 garden plots measuring 3 square meters each, with a minimum of 40 centimeters of topsoil, fencing for protection from animals, and water service suitable for gardening, with such additional facilities such as a garden shed that the Director considers necessary for the use and operation of a Community Garden.

PART 4 - SERVICING AND INFRASTRUCTURE

4.1 Compliance With Master Plans

4.1.1 With each application for a Development Permit authorizing the subdivision of any part of the Lands, and in any event before submitting an application to the Approving Officer for approval of the subdivision of any part of the Lands, the Owner must submit to the Director of Environmental Services, for the Director's review and acceptance, detailed plans, specifications, and reports prepared and certified by a Qualified Professional, of the following works and services:

- (a) works and services for the treatment and supply of potable water to and within the area of the Lands being subdivided, which works and services shall include, where recommended by the Owner's Qualified Professional, or if required by any Authority, all necessary upgrades and expansions of the Regional District's existing Water Treatment Plant that is situated on the Water Treatment Plant Site;
- (b) works and services for the collection, treatment, and disposal of wastewater for the area of the Lands being subdivided, which works and services shall include, where recommended by the Owner's Qualified Professional, or if required by any Authority, all necessary upgrades and expansions of the

Regional District's existing Waste Water Treatment Plant that is situated on the Waste Water Treatment Plant Site;

- (c) works and services for drainage, including the collection and management of stormwater, for the area of the Lands being subdivided.

4.1.2 The detailed plans and specifications submitted pursuant to section 4.1.1 must be accompanied by a report, certified by a Qualified Professional, confirming that the works and services proposed by the Owner will fulfill the servicing requirements identified in following Master Plans prepared by CREUS Engineering Ltd., and further confirming that the works and services proposed will be sufficient to meet the potable water, wastewater, and stormwater servicing requirements for the Lands being subdivided and developed:

- (a) Wastewater Master Plan, Rev 7 October 2021, a copy of which is attached hereto as Schedule "A";
- (b) Waterworks Master Plan, Rev 4 October 2021, a copy of which is attached hereto as Schedule "B";
- (c) Master Drainage Plan, Rev 2 October 2020, a copy of which is attached hereto as Schedule "C".

4.1.3 Without limiting the requirements of sections 4.1.1 and 4.1.2, the Owner covenants and agrees that all drainage and stormwater works and services will be designed and constructed so as to maintain stormwater flows from the Lands at pre-development levels, as contemplated by the Master Drainage Plan that is attached hereto as Schedule "C".

4.1.4 The Owner shall, at its sole cost and expense, construct and install all of the works and services accepted by the Director of Environmental Services pursuant to section 4.1.1, and shall complete such construction and installation in accordance with the requirements and procedures for the provision, construction and installation of works and services that are set out in the Subdivision and Development Servicing Bylaw, including but not limited to requirements for the deposit of security, and for the maintenance of those works and services during the requisite maintenance period.

4.1.5 The Owner further covenants and agrees that for a minimum of five years commencing on the date of adoption of the CD3 Zoning Regulations, it shall, at its sole cost, under the supervision and direction of a Qualified Professional, undertake the wastewater flow, and water consumption monitoring, and sewage quality analysis activities summarized in the 3rd and 4th paragraphs on page 22 of the Wastewater Master Plan that is attached to this Agreement as Schedule "A", and shall provide periodic reports concerning such monitoring and analysis activities to the Director of Environmental Services, at such frequency and in such a form as the Director requires.

4.1.6 If the Water Treatment Plant Lands are not sufficient to accommodate any necessary upgrades and expansions of the Regional District's existing Water Treatment Plant, as recommended by the Owner's Qualified Professional, or as

required by any Authority, the Owner must subdivide from Block A and transfer to the Regional District, for nominal consideration, the fee simple title to a portion of Block A that:

- (a) is of a size and configuration that the Owner's Qualified Professional confirms is sufficient to accommodate the recommended or required expansion of the Water Treatment Plant into Block A, but which portion shall not be greater in area than the portion of Block A that is outlined on Schedule "L" to this Agreement;
- (b) is free and clear of all financial charges and encumbrances, and free and clear of any other charges or encumbrances that would unreasonably interfere with the use of that part of Block A land as a Water Treatment Plant.

Upon completion of the final design of the Water Treatment Plant and the final approval by Vancouver Coastal Health and the issuance of a construction permit therefor, the covenants granted in this Section 4.1.6 shall be discharged with respect to any portion of the Lands that is not required under such approved plan.

4.1.7 If the Waste Water Treatment Plant Lands are not sufficient to accommodate any necessary upgrades and expansions of the Regional District's existing Waste Water Treatment Plant, as recommended by the Owner's Qualified Professional, or as required by any Authority, the Owner must:

- (a) transfer the fee simple title to Lot 4 to the Regional District for nominal consideration, free and clear of all financial charges and encumbrances, and free and clear of any other charges or encumbrances that would unreasonably interfere with the use of Lot 4 as a Waste Water Treatment Plant; and/or
- (b) subdivide from Lot 3 and transfer to the Regional District, for nominal consideration, the fee simple title to a parcel of land that:
 - i. is of a size and configuration that the Owner's Qualified Professional confirms is sufficient to accommodate the recommended or required expansion of the Waste Water Treatment Plant into Lot 3, but which portion shall not be greater in area than the portion Lot 3 that is outlined on Schedule "L" to this Agreement; and
 - ii. is free and clear of all financial charges and encumbrances, and free and clear of any other charges or encumbrances that would unreasonably interfere with the use of that portion of Lot 3 as a Waste Water Treatment Plant.

Upon completion of the final design of the Waste Water Treatment Plant and the final approval by the Ministry of Environment and Climate Change Strategy (British Columbia) and the issuance of a construction permit therefor, the covenants granted in this Section 4.1.7 shall be discharged with respect to any portion of the Lands that is not required under such approved plan.

4.1.8 Nothing in this Agreement relieves the Owner from any other obligations for the provision of works and services that are required for the subdivision and development of the Lands, and that may arise or be imposed under the *Local Government Act* or the Subdivision and Development Servicing Bylaw.

4.1.9 To the extent that any of the works and services required to be provided by the Owner under this Agreement for the subdivision and development of the Lands are an “excess or extended service” within the meaning of the *Local Government Act*, the Owner hereby waives and releases the Regional District from any obligation to collect and remit to the Owner latecomer fees or charges under section 508 of the *Local Government Act*.

4.2 Source Water Protection Plan

4.2.1 The Owner must implement and carry out the conditions and requirements of the Coastal Health Authority for the protection of all sources of potable water that may be subject to contamination as a result of construction and development activities on the Lands.

4.3 VCH Water Permit

4.3.1 The Owner acknowledges that the VCH Water Permit for the Regional District’s water service currently allows for no more than 300 connections. Accordingly, the Owner covenants and agrees that it shall not construct, and shall not apply for any permits or authorizations from the Regional District for the construction of, more than 150 Dwelling Units on the Lands until such time as the VCH Water Permit has been amended or revised to permit the expansion of the Regional District’s water service beyond the current limit of 300 connections.

4.4 School Site

4.4.1 Before making an application for a Development Permit authorizing the subdivision of any part of the Lands within the North East Neighbourhood Area, and in any event before submitting an application to the Approving Officer for approval of the subdivision of that part of the Lands, the Owner shall, at its sole cost and expense:

- (a) retain a Qualified Professional to prepare a detailed geotechnical report (the “School Site Geotechnical Report”) as to:
 - i. whether the School Site may be safely used as a school site, in view of the risk of any geological hazards including but not limited to landslip, debris flow, or rock fall; and
 - ii. any conditions the Qualified Professional recommends as being necessary to enable the safe use of the School Site as a school;
- (b) retain a Qualified Professional who, after consultation with the Director of Planning and Development, and with the Board of Education of School District No. 48, shall prepare a report (the “School Site Servicing Report”), with detailed plans and specifications describing the works and services required to:

- i. provide road, potable water, sanitary sewer, stormwater, electrical and telecommunications services to the School Site;
 - ii. prepare the School Site for construction, including site preparation, levelling, and grubbing, so that the School Site is in a “ready to build” condition;
 - iii. fulfill the conditions identified in the School Site Geotechnical Report as being necessary to enable the safe use of the School Site as a school;
- (c) submit the School Site Geotechnical Report and School Site Servicing Report to the Director of Planning and Development for his or her review and acceptance;
- (d) upon receipt of the acceptance of the Director of Planning and Development pursuant to section 4.4.1(c), undertake and complete the works and services described in the School Site Servicing Report, to the satisfaction of the Director of Planning and Development.

PART 5 – FIRE PROTECTION

5.1 Building Height Restrictions

5.1.1 In this section 5.1:

- (a) “Enhanced Service Level” means that the Fire Department has the capital and operational funding, and the apparatus, equipment, trained personnel, and other resources, that the Regional District determines (in accordance with section 5.1.6) are sufficient for the Fire Department to engage in Interior Operations within a building that the Owner proposes to construct to a height greater than is permitted under section 5.1.4 of this Agreement; and
- (b) “Height Restriction Exemption” means an exemption in writing, provided by the Regional District to the Owner in accordance with section 5.1.7, confirming that an exemption to the building height restrictions under section 5.1.4 has been authorized.

5.1.2 Despite any provision of the Zoning Bylaw that permits the construction of a building of a height greater than is specified in section 5.1.4, the Owner covenants and agrees that no building on the Lands shall be constructed to a height greater than the height specified in section 5.1.4 of this Agreement, unless the Regional District has issued a Height Restriction Exemption for the proposed construction.

5.1.3 The height of a building, as restricted under sections 5.1.2 and 5.1.4, shall be measured and determined in accordance with the height regulations under the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016.

- 5.1.4 The maximum height of any building that may be constructed on the Lands, without the issuance of a Height Restriction Exemption under section 5.1.7, is:
- (a) for the following Zone Areas under the CD3 Zoning Regulations, 20 meters: R4, R5, R6, R7, RC3, RC4, RTA1, and RTA2;
 - (b) for all other Zone Areas, the maximum height permitted under section 16.3.12 of the CD3 Zoning Regulations.
- 5.1.5 The Owner may apply for a Height Restriction Exemption, for any building that the Owner proposes to construct on the Lands, by providing the Director of Planning and Development with the following, before submitting an application for a Building Permit:
- (a) plans and specifications for the proposed building;
 - (b) a report prepared by a Fire Protection Consultant engaged by the Owner, as to whether, in that Fire Protection Consultant's opinion, the Fire Department is operating at an Enhanced Service Level sufficient for the Fire Department to engage in Interior Operations within the proposed building;
 - (c) any other information that the Director of Planning and Development may require, acting reasonably.
- 5.1.6 The Regional District may refuse an application for a Height Restriction Exemption if, having considered the following, the Regional District determines that the Fire Department is not operating at an Enhanced Service Level sufficient for the Fire Department to engage in Interior Operations within the proposed building:
- (a) the application submitted by the Owner under section 5.1.5, together with all supporting plans, specifications and reports;
 - (b) a report prepared by a Fire Protection Consultant engaged by the Regional District;
 - (c) any other information that the Regional District considers relevant.
- 5.1.7 The Regional District may approve a Height Restriction Exemption, if the Regional District is satisfied that the Fire Department is operating at an Enhanced Service Level sufficient for the Fire Department to engage in Interior Operations within the proposed building, and may issue the Height Restriction Exemption subject to any terms and conditions that the Regional District reasonably considers to be necessary and advisable.
- 5.1.8 The Regional District's decision to refuse a Height Restriction Exemption, or approve a Height Restriction Exemption subject to terms and conditions, is final.

5.2 Fire Hall and Equipment

- 5.2.1 Subject to Section 5.4, prior to the issuance of a building permit for any Dwelling Unit to be constructed on the Lands pursuant to the density bonus provisions of section 16.3.12.2 of the CD3 Zoning Regulations, the Owner must complete the following to the satisfaction of the Director of Planning and Development:
- (a) the Owner must subdivide from the Lands and transfer to the Regional District, for nominal consideration, the fee simple title to a parcel of land that:
 - i. is a minimum of 3100 square meters in area;
 - ii. is in a location that is generally consistent with the area noted as the Fire Hall site in Schedule B11 to the CD3 Zoning Regulations, and that in the opinion of the Director of Protective Services will meet the operational requirements of the Fire Department, and is suitable for the development of a 530 square meter, two-bay Fire Hall that in future may be expanded to a four-bay Fire Hall;
 - iii. is fully serviced with potable water, stormwater, sewer, electrical and telecommunications services necessary for the operation of the Fire Hall;
 - iv. is free and clear of all financial charges and encumbrances, and free and clear of any other charges or encumbrances that would unreasonably interfere with the use of the land as a Fire Hall;
 - (b) if required by the Director of Planning and Development, and before the subdivision and transfer of the Fire Hall Site, the Owner must provide the Regional District with the report of a professional engineer or geoscientist confirming that the sub-surface conditions of the proposed Fire Hall Site are suitable and have sufficient bearing capacity for the development of a Fire Hall, and further that the Fire Hall Site may be safely used for the intended use;
 - (c) the Owner must submit to the Director of Planning and Development, and the Director of Protective Services, for their approval, detailed architectural plans and specifications prepared by a Qualified Professional for the construction of a 530 square meter, two bay Fire Hall that in future has the potential to be expanded to a four-bay Fire Hall, such plans and specifications to be generally in accordance with and based on the renderings, plans and specifications attached to this Agreement as Schedule "E";
 - (d) following approval of the plans and specifications submitted for approval under subsection 5.2.1(c), the Owner must apply for and obtain all permits and approvals required for the construction of the Fire Hall, and complete the construction of the Fire Hall, including but not limited to the provision of all necessary off-site and on-site services, and all equipment referred to in section 5 of the report of NSDA Architects dated November 29, 2021 which forms part of Schedule "E" to this Agreement to the satisfaction of the Director of Planning and the Director of Protective Services, and in accordance with the requirements of the Building Bylaw, such that a Final Inspection Notice

may be issued (for certainty the Owner's obligation to equip the Fire Hall under this sub-section 5.2.1(d) does not include the Owner's obligations to provide the Quint pumper engine/aerial truck and to provide funding for ancillary equipment for the Quint pumper engine/aerial truck, which are provided for separately under sub-sections 5.2.1(g) and (h)),;

- (e) upon completion of the construction of the Fire Hall, the Owner must provide the Regional District with such additional documents and assurances as are reasonably necessary to ensure that the full ownership interest in the Fire Hall has been conveyed to the Regional District free and clear of any liens or encumbrances;
- (f) upon completion of the construction of the Fire Hall, the Owner must provide to the Regional District cash or a letter of credit, issued by a financial institution that is acceptable to the Regional District, in the amount of ten percent of the estimated cost of construction of the Fire Hall, as certified by the Owner's Qualified Professional, to be held by the Regional District for a period of one year as security for the correction of any defects in materials or workmanship;
- (g) the Owner must equip the Fire Hall with a new Quint pumper engine/aerial ladder truck that is equipped with a minimum 22.7 meter ladder and conforms to NFPA 1901 – Standard for Automotive Fire Apparatus, the specifications for which must be acceptable to the Director of Protective Services, and further to this obligation the Owner must arrange for transfer of title to the Fire Truck to the Regional District, free and clear of all charges and encumbrances; and
- (h) the Owner must provide a financial contribution to the Regional District in the amount of \$200,000.00, such amount to be subject to adjustment in accordance with section 5.2.2 of this Agreement, to be used by the Regional District for the purchase of ancillary equipment for the Quint pumper engine/aerial ladder truck that is to be provided by the Owner pursuant to sub-section 5.2.1(g).

5.2.2 The financial contribution to be made by the Owner pursuant to subsections 5.2.1(h) shall be increased by a percentage amount equal to the percentage increase in the Building Construction Price Index for non-residential buildings, for Vancouver, British Columbia, as maintained by Statistics Canada, from January 1, 2021, to the date of payment.

5.3 Additional Fire Service Funding

5.3.1 In addition to the restrictions on building height under section 5.1, and in order to ensure that the Fire Department has sufficient operating funds to provide fire protection services to the Lands during the development of the Lands, the Owner agrees to make the following financial contributions to the Regional District for Fire Department funding:

- (a) prior to the adoption of Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021, the amount of \$400,500.00;
- (b) on or before the date on which the Owner applies for a Building Permit for the 100th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
- (c) on or before the date on which the Owner applies for a Building Permit for the 200th Market Dwelling Unit on the Lands, the amount of \$128,400.00; and
- (d) on or before the date on which the Owner applies for a Building Permit for the 300th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
- (e) on or before the date on which the Owner applies for a Building Permit for the 400th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
- (f) on or before the date on which the Owner applies for a Building Permit for the 500th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
- (g) on or before the date on which the Owner applies for a Building Permit for the 600th Market Dwelling Unit on the Lands, the amount of \$128,400.00;
- (h) on or before the date on which the Owner applies for a Building Permit for the 700th Market Dwelling Unit on the Lands, the amount of \$192,600.00.

5.3.2 Each of the financial contributions to be made by the Owner pursuant to section 5.3.1 shall be increased by a percentage amount equal to the percentage increase in the Consumer Price Index (All Items) for Vancouver, British Columbia, as maintained by Statistics Canada, from the date of this Agreement to the date of payment.

5.3.3 In order to secure the obligations of the Owner under section 5.3.1, the Owner covenants and agrees that:

- a) until the payment under section 5.3.1(b) is made, no more than 99 Market Dwelling Units shall be constructed on the Lands;
- b) until the payment under section 5.3.1(c) is made, no more than 199 Market Dwelling Units shall be constructed on the Lands;
- c) until the payment under section 5.3.1(d) is made, no more than 299 Market Dwelling Units shall be constructed on the Lands;
- d) until the payment under section 5.3.1(e) is made, no more than 399 Market Dwelling Units shall be constructed on the Lands;
- e) until the payment under section 5.3.1(f) is made, no more than 499 Market Dwelling Units shall be constructed on the Lands;

- f) until the payment under section 5.3.1(g) is made, no more than 599 Market Dwelling Units shall be constructed on the Lands;
- g) until the payment under section 5.3.1(h) is made, no more than 699 Market Dwelling Units shall be constructed on the Lands.

5.3.4 The financial contributions to be made by the Owner pursuant to section 5.3.1 have been determined in accordance with the calculations set out in Schedule “M” to this Agreement. If at any time before the date of the payment under section 5.3.1(h), the Regional District secures operating funds for the Fire Department, over and above the funding from sources referred to in Schedule “M”, the Regional District, acting reasonably, will adjust any payments remaining to be made by the Owner under section 5.3.1, such that the per Market Dwelling Unit amount payable by the Owner is consistent with that payable by other owners and developers on a going forward basis.

5.4 Further Restrictions on Construction and Occupation Pending Fire Hall Completion

5.4.1 In the event that the Owner elects to proceed with the construction of any of the 40 Affordable Dwelling Units that are permitted to be constructed under section 16.3.11.2.4 of the CD3 Zoning Regulations before the conditions under section 5.2 of this Agreement have been fulfilled, the Owner covenants that:

- (a) no building within which any of those Affordable Dwelling Units are located shall exceed 4 storeys in height;
- (b) the Affordable Dwelling Units shall not be occupied, and the Owner shall take no steps, including by initiating legal proceedings, to compel the Building Inspector to issue a Final Inspection Notice for any of those Affordable Dwelling Units, until all of the conditions under section 5.2 of this Agreement have been fulfilled to the satisfaction of the Director of Planning and Development and the Director of Protective Services.

5.4.2 In the event the Owner elects to proceed with the construction of the foundation and underground parking of any other buildings before the conditions under section 5.2 of this Agreement have been fulfilled, as permitted by section 16.3.12.2.5 of the CD3 Zoning Regulations, the Owner covenants that:

- (a) no construction shall proceed above the foundation and underground parking of the building until all of the conditions under section 5.2 of this Agreement have been fulfilled to the satisfaction of the Director of Planning and Development and the Director of Protective Services;
- (b) the Owner shall take no steps, including by initiating legal proceedings, to compel the Building Inspector to issue a Building Permit for any part of the building above the foundation and underground parking.

5.5 Fire Safety During Construction

5.5.1 For the purpose of this section 5.5, “construction site” means a parcel or parcels of land on which a building or group of buildings is being constructed.

- 5.5.2 The Owner shall provide and maintain the fire safety construction measures required under this section 5.5 at each construction site on the Lands, from the time at which construction crews have mobilized to the construction site to commence site preparation and site clearing, to the point in time at which the building under construction is “completed” within the meaning of the *Builders Lien Act*, SBC 1997, c. 45.
- 5.5.3 For each construction site, a fire safety plan must be prepared, and submitted to the Director of Protective Services and the Director of Planning and Development for their approval, describing in detail the fire protection measures that will be in place during construction, such measures to comply substantially with all applicable requirements under:
- (a) the NFPA 241 Standard for Safeguarding Construction, Alteration and Demolition;
 - (b) the BC Building Code;
 - (c) the BC Fire Code.
- 5.5.4 Without limiting the provisions of section 5.5.3, each fire safety plan must include provisions that the Director of Protective Services consider adequate for:
- (a) site security, including provision for 24 hour per day on-site security personnel where necessary given the fire safety hazards associated with and present at the construction site;
 - (b) ensuring that a sufficient supply of water is available to meet fire suppression requirements at the construction site, including the placement of a minimum of four 2500 gallon water bladders on the construction site in locations that are accessible to the Fire Department, which water bladders must be kept fully filled at all times;
 - (c) appointment of a Construction Safety Officer, whose qualifications must at a minimum include certification as a Firefighter 1 and 2 under the NFPA 1001 Standard for Fire Fighter Professional Qualifications, first aid training, and a detailed knowledge of Work Safe BC Occupational Health and Safety requirements;
 - (d) the provision of a support vehicle and firefighting equipment to the Construction Safety Officer, to the satisfaction of the Director of Protective Services;
 - (e) provision of an on-site “Bambi-Bucket” and other wildfire fighting equipment as directed by and acceptable to the Director of Protective Services;
 - (f) placement at the construction site of a Type 2 Structure Protection Unit, the specifications for which meet the technical requirements of the BC Wildfire Service and the Office of the Fire Commissioner for British Columbia.

- 5.5.5 The Owner agrees to maintain the water bladders and Type 2 Structure Protection Unit referred to in section 5.5.4 in a proper, functional condition, and to transfer to the Regional District, for nominal consideration, the legal title to the water bladders and Type 2 Structure Protection Unit referred to in section 5.5.4 following completion of construction of the final phase of the Furry Creek Development.

5.6 Fire Sprinkler Requirements

- 5.6.1 The Owner shall not construct any building on the Lands that exceeds 100 square meters in floor area unless the building is equipped with Fire Sprinklers in that meet the technical specifications and requirements required under section 5.6.2. Without limiting the generality of the foregoing, the Owner agrees that the outdoor area of any covered balcony within a multi-family residential building shall be equipped with Fire Sprinklers.
- 5.6.2 All buildings on the Lands that exceed 100 square meters in floor area must be equipped with Fire Sprinklers throughout the building that comply with the design and functionality requirements for Fire Sprinklers set out in:
- a) the BC Building Code;
 - b) NFPA 13 – Standards for Installation of Sprinkler Systems.

5.7 Notice to and Consultation With Owner

- 5.7.1 Before making a decision or forming an opinion under any of the following sections of this Agreement, the Director of Protective Services will give notice to the Owner, and will provide the Owner with an opportunity to submit for the Director's consideration a report, prepared by a Fire Protection Consultant retained by the Owner, as to the subject matter of the decision or opinion:
- a) Section 5.2.1(a)(i), as to the suitability of the Fire Hall location;
 - b) Section 5.2(g), as to the specifications for the Quint pumper/aerial ladder truck;
 - c) Section 5.5.4, as to the provisions to be included in a fire safety plan.
- 5.7.2 The Director of Protective Services will consider but is not required to accept any recommendations set out in a report provided by the Owner pursuant to section 5.7.1.

PART 6 - AFFORDABLE HOUSING

6.1 Construction of Affordable Dwelling Units

- 6.1.1 The Owner covenants and agrees that the Affordable Dwelling Units required pursuant to section 16.3.12 of the CD3 Zoning Regulations, and pursuant to the Housing Agreement, shall be constructed in accordance with the following schedule.

- 6.1.2 Before a Final Inspection Notice is issued for the 30th Market Dwelling Unit that is constructed on the Lands, the Owner must have:
- a) applied for and obtained Building Permits for the construction of 30 Affordable Dwelling Units on the Lands;
 - b) substantially started construction of each of the Affordable Dwelling Units referred to in sub-section 6.1.2(a).
- 6.1.3 Before a Final Inspection Notice is issued for the 151st Market Dwelling Unit that is constructed on the Lands, the Owner must have:
- a) completed construction of, and obtained a Final Inspection Notice for, each of the Affordable Dwelling Units referred to in sub-section 6.1.2;
 - b) applied for and obtained Building Permits for the construction of an additional 30 Affordable Dwelling Units on the Lands;
 - c) substantially started construction of each of the Affordable Dwelling Units referred to in sub-section 6.1.3(b).
- 6.1.4 Before a Final Inspection Notice is issued for the 251st Market Dwelling Unit that is constructed on the Lands, the Owner must have:
- a) completed construction of, and obtained a Final Inspection Notice for, each of the Affordable Dwelling Units referred to in sub-section 6.1.3(b);
 - b) applied for and obtained Building Permits for the construction of an additional 30 Affordable Dwelling Units on the Lands;
 - c) substantially started construction of each of the Affordable Dwelling Units referred to in sub-section 6.1.4(b).
- 6.1.5 Before a Final Inspection Notice is issued for the 351st Market Dwelling Unit that is constructed on the Lands, the Owner must have:
- a) completed construction of, and obtained a Final Inspection Notice for, each of the Affordable Dwelling Units referred to in sub-section 6.1.4(b);
 - b) applied for and obtained Building Permits for the construction of an additional 30 Affordable Dwelling Units on the Lands;
 - c) substantially started construction of each of the Affordable Dwelling Units referred to in sub-section 6.1.5(b).
- 6.1.6 The Owner must complete construction of, and obtain a Final Inspection Notice for, each of the Affordable Dwelling Units referred to in sub-section 6.1.5(b) before a Final Inspection Notice is issued for the 500th Market Dwelling Unit that is constructed on the Lands.

6.1.7 In order to better secure the obligations of the Owner under this section 6.1, the Owner covenants and agrees that:

- a) until the requirements of section 6.1.2 have been fulfilled, no more than 29 Market Dwelling Units constructed on the Lands may be occupied and used for a residential purpose, and if more than 29 Market Dwelling Units have been constructed on the Lands (in this Section 6.1.7(a) only, the number of Market Dwelling Units exceeding 29 Market Dwelling Units is referred to as the "Additional Market Dwelling Units"), the Additional Market Dwelling Units must remain unoccupied until the requirements of section 6.1.2 have been fulfilled;
- b) until the requirements of section 6.1.3 have been fulfilled, no more than 150 Market Dwelling Units constructed on the Lands may be occupied and used for a residential purpose, and if more than 150 Market Dwelling Units have been constructed on the Lands (in this Section 6.1.7(b) only, the number of Market Dwelling Units exceeding 150 Market Dwelling Units is referred to as the "Additional Market Dwelling Units"), the Additional Market Dwelling Units must remain unoccupied until the requirements of section 6.1.3 have been fulfilled;
- c) until the requirements of section 6.1.4 have been fulfilled, no more than 250 Market Dwelling Units constructed on the Lands may be occupied and used for a residential purpose, and if more than 250 Market Dwelling Units have been constructed on the Lands (in this Section 6.1.7(c) only, the number of Market Dwelling Units exceeding 250 Market Dwelling Units is referred to as the "Additional Market Dwelling Units"), the Additional Market Dwelling Units must remain unoccupied until the requirements of section 6.1.4 have been fulfilled;
- d) until the requirements of section 6.1.5 have been fulfilled, no more than 350 Market Dwelling Units constructed on the Lands may be occupied and used for a residential purpose, and if more than 350 Market Dwelling Units have been constructed on the Lands (in this Section 6.1.7(d) only, the number of Market Dwelling Units exceeding 350 Market Dwelling Units is referred to as the "Additional Market Dwelling Units"), the Additional Market Dwelling Units must remain unoccupied until the requirements of section 6.1.5 have been fulfilled;
- e) until the requirements of section 6.1.6 have been fulfilled, no more than 499 Market Dwelling Units constructed on the Lands may be occupied and used for a residential purpose, and if more than 499 Market Dwelling Units have been constructed on the Lands (in this Section 6.1.7(e) only, the number of Market Dwelling Units exceeding 499 Market Dwelling Units is referred to as the "Additional Market Dwelling Units"), the Additional Market Dwelling Units must remain unoccupied until the requirements of section 6.1.6 have been fulfilled;

- f) the Owner shall take no steps, including by initiating legal proceedings, to compel the Building Inspector to issue a Final Inspection Notice for any of the Dwelling Units that must not be occupied and used for a residential purpose under this section 6.1.7 until fulfillment of a requirement under any of sections 6.1.2 to 6.1.6.

PART 7 - TRANSPORTATION AND TRANSIT

7.1 Transit Stops

7.1.1 Prior to the issuance of a Building Permit for the construction of any building on Lot 2, the Owner must:

- (a) submit to the Director of Planning and Development, for his or her acceptance, detailed plans and specifications prepared by a Qualified Professional for the construction of a transit stop, complete with transit shelter, adjacent to both the northbound and southbound portions of Highway 99, as generally shown on the plans attached to this Agreement as Schedule "F";
- (b) apply for and secure the approval of the Ministry of Transportation and Infrastructure, and BC Transit, for the construction of the transit stops and transit shelters required under this section 7.1.1; and
- (c) either:
 - i. complete the construction of the transit stops and transit shelters required under this section 7.1.1. in accordance with the plans and specifications accepted by the Director of Planning and Development and approved by the Ministry of Transportation and Infrastructure and BC Transit; or
 - ii. with the approval of the Director of Planning and Development, such approval not to be unreasonably withheld, provide to the Regional District a letter of credit issued by a financial institution acceptable to the Regional District in the amount of 135% of the estimated cost (as certified by a Qualified Professional) of completing the construction of the transit stops and transit shelters in accordance with the specifications and standards referred to in subparagraph 7.1.1(c)(i), in which case the Owner may complete the construction of the transit stops and transit shelters following the issuance of Building Permits for Lot 2, provided such construction is completed in accordance with a schedule that is acceptable to the Director of Planning and Development.

7.2 Shuttle Service

7.2.1 Prior to issuance of a Final Inspection Notice for any Market Housing Unit or Affordable Housing Unit on the Lands, the Owner must provide the Director of Planning and Development with evidence, satisfactory to the Director, that the

Owner has made arrangements the Director considers satisfactory for the operation of a shuttle service that will be available to residents of the Furry Creek Development as follows:

- a) the shuttle must accommodate a minimum of 16 (sixteen) passengers and must be operated by a competent and qualified operator that is licensed in accordance with all applicable statutes and regulations (the “**Shuttle Operator**”);
- b) the shuttle route must be as generally illustrated in Schedule “G” to this Agreement, providing service to passengers between the Translink transit system in Lions Bay and the BC Transit system in Squamish, with a stop at Britannia Beach;
- c) the shuttle must operate at least two round trips per day, with scheduling to be coordinated with BC Transit;
- d) the fare charged to each passenger for a one-way ticket must not exceed \$10.00 as of the date of this Agreement, to be adjusted based on the Core Consumer Price Index for Canada published from time to time by the Bank of Canada;
- e) the shuttle service must remain in place and must be operated by the Shuttle Operator on a continuous basis, without interruption, from the issuance of a Final Inspection Notice for any Market Housing Unit or Affordable Housing Unit on the Lands until BC Transit begins to provide regularly scheduled transit services to the Lands.

7.2.2 In order to secure the obligations of the Owner under section 7.2.1 of this Agreement, prior to the issuance of a Building Permit for the construction of any Market Housing Unit or Affordable Housing Unit on the Lands, the Owner must provide to the Regional District a letter of credit issued by a Canadian bank or credit union that is acceptable to the Director of Planning and Development, and in a form and on terms that are acceptable to the Director of Planning and Development, in the amount of \$100,000.00. The letter of credit must be kept in effect by the Owner until the condition stated in section 7.2.1(e) is fulfilled to the satisfaction of the Director of Planning and Development. If the letter of credit is not renewed by the Owner at least thirty (30) days prior to any expiry date, the Regional District may draw on the letter of credit and hold the funds as security for the obligations of the Owner under section 7.2.1 of this Agreement.

7.2.3 Should the Director of Planning and Development conclude at any time that the Owner is in default of its obligation to provide and cause the operation of the shuttle service in accordance with the requirements of section 7.2.1, the Regional District may draw on the letter of credit and use the funds to provide other community amenities for the benefit of the residents of the Lands, as the Regional District considers advisable.

7.2.4 For certainty, the Owner shall not be required to provide the shuttle service under this section 7.2 if BC Transit has commenced providing a regularly scheduled

transit service to the Lands by the date on which a Final Inspection Notice has been issued for the first Market Dwelling Unit or Affordable Dwelling Unit constructed on the Lands.

7.3 Active Transportation

7.3.1 With each Development Permit application authorizing subdivision of the Lands, and in any event before submitting an application to the Approving Officer for approval of the subdivision of any part of the Lands, the Owner must submit to the Director of Planning and Development, for his or her review and approval, a transportation plan prepared by a Qualified Professional for the area of the Lands being subdivided and developed, showing the proposed layout and configuration of all roads, sidewalks, bicycle lanes, and recreational and pedestrian trails.

7.3.2 The transportation plan submitted pursuant to section 7.3.1 must:

- a) give priority to the development of sidewalks, pedestrian pathways, and recreational trails;
- b) include plans for development of the pedestrian pathways, and recreational trails within the area of the Lands being subdivided and developed, such pathways and trails to be as generally shown in Schedule B12 to the CD3 Zoning Regulations, and as further shown in the Local Trail Network plan for each Phase of the Furry Creek Development, as attached to this Agreement as Schedule "K";
- c) provide for the connection of residential areas to the pedestrian pathways, and recreational trails that are to be developed within the area of the Lands being subdivided and developed;
- d) subject to approval of the Ministry of Transportation and Infrastructure, include plans for the development of bicycle lanes within the network of roads and streets for the area being subdivided and developed;
- e) make use of "active transportation" planning principles from the Ministry of Transportation and Infrastructure's Active Transportation Design Guide, as revised or replace from time to time.

7.3.3 The Owner shall make all reasonable efforts to obtain the approval of the Ministry of Transportation and Infrastructure for those active transportation components of the transportation plan that are to be constructed within Provincial roadways.

7.4 Shared Electric Vehicles and E-Bikes

7.4.1 Prior to issuance of a Final Inspection Notice for any Market Housing Unit or Affordable Housing Unit on the Lands, the Owner must provide the Director of Planning and Development with evidence, satisfactory to the Director, that the Owner has made arrangements the Director considers sufficient for the operation of a neighbourhood electric vehicle and electric bicycle sharing service for residents of the Furry Creek Development.

- 7.4.2 In order to secure the obligations of the Owner under section 7.4.1 of this Agreement, prior to the issuance of a Building Permit for the construction of any Market Housing Unit or Affordable Housing Unit on the Lands, the Owner must provide to the Regional District a letter of credit issued by a Canadian bank or credit union that is acceptable to the Director of Planning and Development, and in a form and on terms that are acceptable to the Director of Planning and Development, in the amount of \$200,000. The letter of credit must be kept in effect by the Owner until the neighbourhood electric vehicle and electric bicycle sharing service has been operated continuously for a period of five (5) years, commencing on the issuance of the Final Inspection Notice for the first Housing Unit constructed on the Lands. If the letter of credit is not renewed by the Owner at least thirty (30) days prior to any expiry date, the Regional District may draw on the letter of credit and hold the funds as security for the obligations of the Owner under section 7.4.1 of this Agreement.
- 7.4.3 Should the Director of Planning and Development conclude at any time that the Owner is in default of its obligation to provide a neighbourhood electric vehicle and electric bicycle sharing service for the Development in accordance with the requirements of section 7.4.1 and 7.4.2, the Regional District may draw on the letter of credit and use the funds to provide other community amenities for the benefit of the residents of the Lands, as the Regional District considers advisable.

7.5 Transportation Hub

- 7.5.1 Prior to the issuance of a Building Permit for the construction of any building on Lot 2, the Owner must:
- (a) submit to the Director of Planning and Development, for his or her approval, detailed plans and specifications prepared by a Qualified Professional for the development of a Transportation Hub within the Village Centre, as generally shown on the plans attached to this Agreement as Schedule "H"; consisting of:
 - i. a minimum of 50 Park & Ride Parking Spaces for users of BC Transit services;
 - ii. a minimum of 40 bicycle storage lockers for users of BC Transit services;
 - iii. a minimum of 10 Electric Vehicle charging stations for users of BC Transit services;
 - (b) demonstrate to the satisfaction of the Director of Planning and Development that the Owner has obtained the approval of the Ministry of Transportation and Infrastructure ("MOTI") for the construction and operation of the Transportation Hub on the lands shown on Schedule "H", including the issuance by MOTI of an authorization for the use of those lands under the *Transportation Act* (British Columbia), and on terms and conditions that will require the continued operation of the Transportation Hub by the Owner for at least twenty years from the issuance of that authorization;

- (c) complete construction of the Transportation Hub, including the installation of all necessary off-site and on-site services, in accordance with the plans and specifications approved under subsection 7.1.1(b), to the satisfaction of the Director of Planning and Development, the Ministry of Transportation and Infrastructure, and BC Transit.

PART 8 - VILLAGE CENTRE AND CHILD CARE

8.1 Village Centre

- 8.1.1 The Owner covenants and agrees that the Village Centre Neighbourhood Area shall be developed in accordance with Part 8 of this Agreement before the issuance of a Building Permit for the 201st Market Dwelling Unit on the Lands. For greater clarity, the Owner covenants and agrees that until the requirements of this Part 8 have been fulfilled, no more than 200 Market Dwelling Units shall be constructed on the Lands.
- 8.1.2 The development of the Village Centre Neighbourhood Area shall include at most 2323 square meters of commercial space, as well as the Community Centre, Administration Office and Child Care Facility referred to in section 8.2 of this Agreement, all as generally shown in the renderings and plans that are attached to this Agreement as Schedule "I".

8.2 Community Centre, Administration Office, and Child Care Facility

- 8.2.1 Prior to the issuance of the Building Permit for the 201st Market Dwelling Unit on the Lands, and concurrently with the submission of an application for a Development Permit authorizing the construction of any buildings or structures within the Village Centre Neighbourhood Area, the Owner must submit to the Director of Planning and Development, for his or her approval, detailed plans and specifications prepared by a Qualified Professional for the construction of a Community Centre, Administration Office, and Child Care Facility, all of which are to be constructed by the Owner within the Village Centre Neighbourhood Area. The Community Centre and Administration Office, and Child Care Facility, are to be constructed by the Owner to a "warm shell condition" acceptable to the Director of Planning and Development, with plumbing, electrical, HVAC, and lighting systems roughed in, and with all walls and ceilings drywalled and painted.
- 8.2.2 The plans and specifications submitted pursuant to section 8.2.1 for the Community Centre and Administration Office must include building floor plans showing a minimum floor area of 370 square meters for the Community Centre, and a minimum floor area of 93 square meters for the Administration Office.
- 8.2.3 The plans and specifications submitted pursuant to section 8.2.1 for the Child Care Facility must:
 - (a) include building floor plans showing that, on completion, the Child Care Facility will have:

- (i) sufficient area to accommodate a minimum of 12 children under 36 months of age in accordance with the requirements of the *Child Care Licensing Regulation*, pursuant to the *Community Care and Assisted Living Act*, with a minimum inside floor area of 162 square meters, and 123 square meters of outdoor area, or such greater inside and outdoor areas as may then be required under the *Child Care Licensing Regulation*; and
- (ii) sufficient area to accommodate a minimum of 25 preschool children (where “preschool child” has the meaning assigned under the *Child Care Licensing Regulation*) in accordance with requirements of the *Child Care Licensing Regulation*, with a minimum inside floor area of 232 square meters indoor area, and 288 square meters of outdoor area, or such greater inside and outside areas as may be required under the *Child Care Licensing Regulation*;
- (b) demonstrate that the Child Care Facility will be constructed immediately adjacent to the Community Centre, in general conformity with the renderings and plans that are attached to this Agreement as Schedule “I”;
- (c) demonstrate that the Child Care Facility will meet the minimum standards and requirements under the *Child Care Licensing Regulation*, for the provision of care for 22 children (12 under 36 months in age, and 25 preschool children) including but not limited to the requirements for an outdoor play area;
- (d) demonstrate that the Child Care Facility has been designed in accordance with, and will satisfy, the area requirements of the City of Vancouver Childcare Design Guidelines, as amended or revised from time to time (for reference, the version of the City of Vancouver Childcare Design Guidelines applicable as of the date of this Agreement includes amendments to January 19, 2021).

8.2.4 Following the issuance of the Development Permit authorizing the construction of any buildings or structures within the Village Centre Neighbourhood Area, the Owner must also complete the following before the issuance of the Building Permit for the 201st Market Dwelling Unit on the Lands:

- (a) apply for and obtain a Building Permit for the construction of the Community Centre and Administration Office, and the Child Care Facility;
- (b) complete the construction of the Community Centre and Administration Office, and Child Care Facility, to the satisfaction of the Director of Planning and Development, and in accordance with the requirements of the Building Bylaw, such that a Final Inspection Notice for those facilities may be issued;
- (c) transfer the fee simple title to the Community Centre and Administration Office to the Regional District, free and clear of all financial charges and encumbrances, and free and clear of any other charges or encumbrances

that would unreasonably interfere with the use of the facility as a Community Centre and Administration Office;

- (d) grant to the Regional District a further covenant pursuant to section 219 of the *Land Title Act*, to be registered against the title to the Child Care Facility, on terms satisfactory to the Director of Planning and Development, providing that the Child Care Facility may only be used as a licensed childcare facility, and under which the Child Care Facility must be made available to lease to a third party under a net lease with an initial term of five years, and with ongoing options to renew for successive five year renewal terms, with a base rent equal to 50% of the fair market base rent for comparable day care facilities in Squamish, British Columbia, as of the commencement of the initial term or renewal term, as applicable.

8.3 Additional Child Care Spaces

- 8.3.1 The Owner covenants and agrees that if, by the time of the Owner's submission of a building permit application for the 500th Market Dwelling Unit that is constructed on the Lands, the total number of spaces for the care of pre-school children and infants in licensed child care facilities on the Lands is less than 74 (including the 37 spaces that are to be available in the Child Care Facility, and including spaces in licensed in-home child care facilities), the Owner shall submit to the Director of Planning and Development, for his or her approval, a plan for the development of one or more additional child care facilities on the Lands that will bring the total number of available child care spaces to 74.
- 8.3.2 In the event that section 8.3.1 applies, the Owner shall, at its sole cost, construct the additional child care facility or facilities required to fulfill its obligations under section 8.3.1, in accordance with the plan approved by the Director of Planning and Development pursuant to section 8.3.1, and each such child care facility shall:
 - (a) conform to the standards referred to in section 8.2.3(c) and (d);
 - (b) be subject to a further covenant pursuant to section 219 of the *Land Title Act*, to be registered against the title to the child care facility, on terms similar to those referred to in section 8.2.4(c).

PART 9 – PARKS AND TRAILS

9.1 Public Dyke Pathway and Furry Creek Pedestrian Crossing

- 9.1.1 Prior to the issuance of a Final Inspection Notice for any building on Lot 2, the Owner must design, construct, and install the following Community Amenities in accordance with section 9.1.2 of this Agreement, in order to fulfill the conditions of section 16.3.12.2.1 of the CD3 Zoning Regulations:
 - (a) Public Dyke Pathway and Furry Creek Pedestrian Crossing;
 - (b) Waterfront South Park;

(c) Highway 99 Golf Underpass Upgrade.

9.1.2 Pursuant to section 9.1.2, the Owner must complete the following before the issuance of a Final Inspection Notice for any building on Lot 2:

- (a) submit to the Director of Planning and Development, for his or her approval, detailed plans and specifications for the Public Dyke Pathway and Furry Creek Pedestrian Crossing, Waterfront South Park, and Highway 99 Golf Underpass Upgrade, which plans and specifications must be prepared and certified by a Qualified Professional, and which must be of sufficient detail to demonstrate to the satisfaction of the Director of Planning and Development that:
 - (i) the Public Dyke Pathway and Furry Creek Pedestrian Crossing, Waterfront South Park and Highway 99 Golf Underpass Upgrade will meet the requirements of the CD3 Zoning Regulations if constructed in accordance with those plans and specifications;
 - (ii) the Public Dyke Pathway and Furry Creek Pedestrian Crossing, Highway 99 Golf Underpass Upgrade have been designed in accordance with Regional District Trail Standards, and good engineering standards;
 - (iii) that the Waterfront South Park, has been designed in accordance with Regional District Park Standards;
 - (iv) that all walkways and paths within and upon the Public Dyke Pathway and Furry Creek Pedestrian Crossing, Waterfront South Park, and Highway 99 Golf Underpass Upgrade will be accessible to users who are reliant on wheelchairs, scooters and other mobility aids;
 - (v) that all walkways and paths within and upon the Public Dyke Pathway and Furry Creek Pedestrian Crossing, Waterfront South Park, and Highway 99 Golf Underpass Upgrade will be well lit, with shielded lighting that will also provide “dark sky” protection;
 - (vi) in the case of the Highway 99 Golf Underpass Upgrade, has been designed in accordance with good engineering practice and the specifications and requirements of the Ministry of Transportation and Infrastructure (B.C.) which are applicable to the Highway 99 Golf Underpass Upgrade;
- (b) apply for and obtain all necessary permits and approvals that are required from any Authority for the construction of the Public Dyke Pathway and Furry Creek Pedestrian Crossing, the Waterfront South Park and Highway 99 Golf Underpass Upgrade, including but not limited to such permits and approvals as are required from the Province of British Columbia and the Government of Canada for the construction and use of the Furry Creek Pedestrian Crossing, and such permits and approvals (including a Licence of Occupation in favour of the Regional District) as are required from the Province of British Columbia for the construction and operation of the

Waterfront South Park, and such permits and approvals as are required from the Ministry of Transportation and Infrastructure (B.C.) for the construction of the Highway 99 Golf Underpass Upgrade;

- (c) complete the construction of the Public Dyke Pathway and Furry Creek Pedestrian Crossing to the satisfaction of the Director of Planning and Development, and in accordance with the approvals and permits issued by any Authority;
- (d) provide to the Director of Planning and Development written certification from the Owner's Qualified Professional that the Public Dyke Pathway and Furry Creek Pedestrian Crossing, Waterfront South Park and Highway 99 Golf Underpass Upgrade have been constructed in accordance with the approved drawings and specifications, and are safe and suitable for use by the general public;
- (e) provide to the Regional District cash or a letter of credit, issued by a financial institution that is acceptable to the Regional District, in the amount of ten percent of the estimated cost of construction of the Public Dyke Pathway and Furry Creek Pedestrian Crossing, and Waterfront South Park, as certified by the Owner's Qualified Professional, to be held by the Regional District for a period of one year as security for the correction of any defects in materials or workmanship;
- (f) register in favour of the Regional District, in priority to any charges of a financial nature, a statutory right of way in the form attached as Schedule "J" to this Agreement, authorizing the use of such portions of the Lands as are required for the Regional District's operation of the Public Dyke Pathway and Furry Creek Pedestrian Crossing;
- (g) secure from the Ministry of Transportation and Infrastructure, for the benefit of the Regional District, a licence or other form of tenure over that portion of the Waterfront Park adjacent to Lot 2 that is within the Ministry of Transportation and Infrastructure road dedication area, authorizing the use of those lands as a Regional District park;
- (h) provide such further documents and assurances as are reasonably required by the Regional District for the transfer of ownership of the improvements comprising the Public Dyke Pathway and Furry Creek Pedestrian Crossing, and Waterfront South Park, such transfer to be free and clear of any encumbrances, charges, or liens.

9.2 Parks, Trails and Open Space

- 9.2.1 Prior to the subdivision of any part of the Lands, the Owner must submit to the Director of Planning and Development, for his or her approval, a plan prepared by a British Columbia Land Surveyor showing the proposed location and boundaries of the areas, within the portion of the Lands to be subdivided, that are to be dedicated for use as public park, recreational trails and open space, as required pursuant to section 16.3.12.2.2 of the CD3 Zoning Regulations, and in the case of

recreational trails, that are also shown on the Local Trail Network plans attached to this Agreement as Schedule “K”.

- 9.2.2 The total area of the Lands dedicated by the Owner for use as public park, recreational trails and open space pursuant to section 16.3.12.2.2 of the CD3 Zoning Regulations shall not be less than 19.1 hectares, and the area of the Lands to be dedicated shall be generally consistent with the Furry Creek Park, Open Space and Trails Plan that is attached as Schedule B12 to the CD3 Zoning Regulations.
- 9.2.3 All Lands required to be dedicated for use as public park, recreational trails and open space under this section 9.2 shall be dedicated as “Park” on a plan of subdivision. For certainty, this does not include the Waterfront South Park, which is to be the subject of a licence of use from the Ministry of Transportation and Infrastructure in accordance with section 9.1.2(g).
- 9.2.4 At the request of the Owner, the Regional District may in its discretion accept the grant of a registered statutory right of way pursuant to section 218 of the *Land Title Act*, rather than dedication of the land as “Park”, over specific portions of a recreational trail that is shown on the Local Trail Network plans attached to this Agreement as Schedule “K”, in which case the terms and conditions of the grant of the statutory right of way must be acceptable to the Director of Planning and Development. However, in that case:
- (a) the area of the trail that is secured for public use by statutory right of way will not be included in the calculation of the 19.1 hectares of the Lands that must be dedicated pursuant to section 16.3.12.2.2 of the CD3 Zoning Regulations; and
 - (b) the Owner shall remain responsible for maintenance of any trail that is secured for public use by statutory right of way, with such maintenance to be to a standard acceptable to the Regional District, and the Owner’s maintenance obligation to be secured by a covenant under section 219 of the *Land Title Act* that is on terms acceptable to the Director of Planning and Development.
- 9.2.5 The Director may refuse approval of any plan submitted pursuant to section 9.2.2 if the Director determines that:
- (a) the location of any area proposed to be dedicated for one or more of the purposes referred to in section 9.2.1 is not as generally shown on the Furry Creek Park, Open Space and Trails Plan that is attached as Schedule B12 to the CD3 Zoning Regulations, or in the case of recreational trails, are not as shown on the Local Trail Network plans attached to this Agreement as Schedule “K”;
 - (b) the proposed plan does not include sufficient dedication of land for park, trail and open space within the neighbourhood areas generally illustrated in Schedule B11 to the CD3 Zoning Regulations;

- (c) the total of the area proposed to be dedicated is insufficient, in that it will compromise the ability of the Owner to fulfill its obligation under 16.3.12.2.2 of the CD3 Zoning Regulations to dedicate a minimum of 19.1 hectares of the Lands for park, trail and open space use, through future phases of the subdivision and development of the Lands.

9.2.6 Prior to the issuance of a Building Permit for the construction of a building on any portion of the Lands that have been subdivided, the Owner must submit to the Director of Planning and Development, for his or her approval, detailed plans and specifications for the park and trail improvements proposed for the areas of the Lands that have been dedicated as public park, trails and open space, which plans and specifications must be prepared and certified by a Qualified Professional, and which must be of sufficient detail to demonstrate to the Director of Planning and Development that the proposed park and trail improvements:

- (a) have been designed in accordance with Regional District Trail Standards and Regional District Park Standards, as applicable;
- (b) will conform with the design plans that are incorporated into and form part of Schedule "K";
- (c) include appropriate signage for parks and trail connections that conform to the standards and design plans referred to in subsections (a) and (b);
- (d) include park improvements such as washroom facilities, children's play features or structures, natural areas, benches and garbage and recycling receptacles that meet the requirement of the Regional District Park Standards.

9.2.7 Prior to the issuance of a Final Inspection Notice for any building on a part of the Lands where land is to be provided and improved as public park, recreational trails and open space, the Owner must:

- (a) complete the construction of the park and trail improvements in accordance with the plans and specifications approved by the Director under section 9.2.1;
- (b) provide to the Director of Planning and Development written certification from the Owner's Qualified Professional that the park and trail improvements have been constructed in accordance with the approved drawings and specifications, and are safe and suitable for use by the general public;
- (c) provide to the Regional District cash or a letter of credit, issued by a financial institution that is acceptable to the Regional District, in the amount of ten percent of the estimated cost of construction of the park and trail improvements, as certified by the Owner's Qualified Professional, to be held by the Regional District for a period of one year as security for the correction of any defects in materials or workmanship;

- (d) provide such further documents and assurances as are reasonably required by the Regional District for the transfer of ownership of the park and trail improvements, free and clear of any encumbrances, charges, or liens.

PART 10 - PUBLIC WORKS YARD

10.1 Prior to the issuance of a Building Permit for the 101st Market Dwelling Unit to be constructed on the Lands, the Owner must:

- (a) subdivide from the Lands and transfer to the Regional District, for nominal consideration, the fee simple title to a parcel of land that:
 - (i) is a minimum of 0.4 hectares in area;
 - (ii) is approved by the Director of Environmental Services as being suitable for use as a Public Works Yard;
 - (iii) is free and clear of all charges and encumbrances of a financial nature, and of any additional charges and encumbrance that would unreasonably interfere with the use of the land as a Public Works Yard;
- (b) submit to the Director of Planning and Development, for his or her approval in consultation with the Director of Environmental Services, plans and specifications for the development of that site as a Public Works Yard, as prepared by a Qualified Professional, which plans and specifications must include facilities that the Director determines are required to support the operations of the Regional District's Environmental Services Department including but not limited to:
 - (i) site services such as potable water, sanitary sewer, stormwater, electrical and telecommunications services;
 - (ii) secure perimeter fencing with a locked gate;
 - (iii) suitable exterior lighting;
 - (iv) storage areas for material, supplies and fuel;
 - (v) paved areas for vehicle access throughout the site;
 - (vi) suitable areas for the placement or construction of buildings such as an office maintenance shop, cleared and levelled to a suitable pre-construction condition.
- (c) complete the construction of the Public Works Yard to the satisfaction of the Director of Environmental Services;
- (d) provide to the Regional District cash or a letter of credit, issued by a financial institution that is acceptable to the Regional District, in the amount of ten percent of the estimated

cost of construction of the Public Works Yard, as certified by the Owner's Qualified Professional, to be held by the Regional District for a period of one year as security for the correction of any defects in materials or workmanship.

PART 11 – GENERAL

- 11.1 The Owner shall indemnify and save harmless the Regional District from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Regional District or which the Regional District incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:
- (a) the breach by the Owner of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
- 11.2 The Owner hereby releases and forever discharges the Regional District of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the Regional District for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:
- (a) the breach by the Owner of any covenant in this Agreement;
 - (b) the use of the Lands contemplated under this Agreement; and
 - (c) restrictions or requirements under this Agreement.
- 11.3 At the Owner's expense, the Owner must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
- 11.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Regional District in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Owner.
- 11.5 Time is of the essence of this Agreement.
- 11.6 The Owner covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.

- 11.7 It is mutually understood, acknowledged and agreed by the parties hereto that the Regional District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
- 11.8 The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
- 11.9 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 11.10 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 11.11 The enforcement of this Agreement shall be entirely within the discretion of the Regional District and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Regional District to the Owner or to any other person to enforce any provision of the breach of any provision of this Agreement.
- 11.12 The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Land Title Office pursuant to section 219 of the Land Title Act as covenants in favour of the Regional District as a first charge against the Lands.
- 11.13 The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
- 11.14 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
- 11.15 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 11.16 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

The Owner and Regional District acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C (pages 1 and 2) attached hereto.

Schedule "A"

Furry Creek Updated Wastewater Master Plan

File No. 14305
Rev 7 Oct 2021

CREUS Engineering Ltd

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Civil Engineers & Project Managers

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1. INTRODUCTION

An original rezoning design brief was submitted to the SLRD in May 2019 and revised in September and November of 2019. The SLRD retained WSP to review details regarding, Water, Storm and Sanitary infrastructure. WSP requested separate design briefs for each. Creus submitted a separate Sanitary Design Brief in April 2020. WSP provided a review by email dated April 21, 2020. These comments were addressed and responded to within an updated report Rev 3 on May 27th. Further review and discussion were had with WSP which resulted in the email of June 6, 2020 which is included in Appendix 24: The Rev 4 version of the report included the title renaming to "Master Wastewater Plan" alongside with addressing the comments and was submitted on June 24th 2020.

The Furry Creek lands are an assembly of private lands that were created in the early part of the last century and assembled together and sold to Tanac Lands in 1990. The lands are within the SLRD in Area D located approximately 30 km's north of West Vancouver and 15 km's south of Squamish. The original subject property comprises approximately 1036 acres and is just south of Britannia Beach along Howe Sound. The project extents are shown in Figure 1. Which is also contained in Appendix 1:

Planning for the Furry Creek community began in 1990 following the purchase of the property by Tanabe Corporation of Japan under the Canadian company, Tanac Land Development Corporation. Since the lands are in an unincorporated area, an application was submitted to the Ministry of Transportation and Highways, and in 1991 Preliminary Layout Approval (PLA) was granted for a complete community comprising a golf course, up to 920 residential units, a 300-room resort or hotel, marina, commercial and community facilities. This PLA was reissued a number of times, based on a number of studies including geotechnical studies by Thurber Engineering, Water studies by Thurber and Brown Erdman, road designs, sewage treatment studies, archeological reviews and foreshore and upland environmental assessments. The development areas were identified as Marina, Waterfront, Benchlands, Uplands, Northwest, Northeast, Mountain and Highlands. Currently there is 56 townhouse units in Oliver's Landing strata, an 8,000 ft² community building, 4 duplex lots (1 duplex built), 90 single family lots and the golf course. These single family and duplex are freehold other than single family strata at Oceans Crest at the south entrance

In 2017 Fine Peace Furry Creek Developments Ltd (FPFCD), the Canadian subsidiary of an international company active in the development of golf course and resort oriented residential communities, purchased the holdings of Burrard Group. In 2018, it acquired the Tanac Lands from Parklane Homes. FPFCD is determined to realize the original vision of a complete recreational/residential community at Furry Creek, with a variety of housing choices, neighborhood village retail space, resort facilities, a residents'-only marina, community facilities and an extensive open space and trail network.

Creus Engineering Ltd. has been retained by FPFCD to provide a review of the civil servicing requirements for the above project which includes site access, water works, sanitary collection and treatment, stormwater, outside utilities, Canada post and solid waste management. One of the Principals of Creus had previously been an employee of Tanac during the development stages and had worked as a consultant for Tanac, Burrard Group and Parklane on the project.

The lands are part of an overall zoning proposal. Creus prepared a design brief in support of the zoning and submitted that to the SLRD originally in September of 2019. This report formed part

of that submission but has been segregated for convenience. The Appendix numbers have been maintained from the original reports.

Each subdivision requires approval of the Provincial Approving officer. The subdivision process would include referrals to all relevant regulatory authorities including CN rail when works are adjacent to rail, Ministry of Transportation and Infrastructure (MOTI) roads division for any public roads or roads accessing public road, BC Hydro when adjacent to BC Hydro Right-of-Way (ROW), DFO and FLNRO in relation to environmental concerns, Vancouver Coastal Health (VCH) to confirm that the water system expansion is permitted for expansion and that the operating permit is in good standing and can accommodate the additional demand, Waste Management Branch to ensure that the WWTP permit is in good standing and that the additional flows can be accommodated by the permit. The SLRD has always played a significant role in any subdivision as the local governing authority but also as it related to SLRD being the agency that owns and manages the water system, the sanitary sewer system, streetlights, diking, public open space and fire protection. As such each subdivision will have to gain a significant number of permits and approvals from all levels of government including geotechnical sign-offs, environmental approvals and confirmation of water and sewer servicing. It is a reality that all roads, services and subdivision will have to meet all provincial and federal regulation and be designed and constructed in accordance with the most recent version of the Electoral Area D subdivision and Development Servicing (Planned Communities) Bylaw No. 741, 2002.

This Master Plan will provide a review of the existing sanitary sewer infrastructure capacity. It will also define any special design requirements / significant offsite upgrades required to service the proposed development.

FURRY CREEK
WASTEWATER MASTER PLAN

JOB NO. 14305
OCTOBER 2021

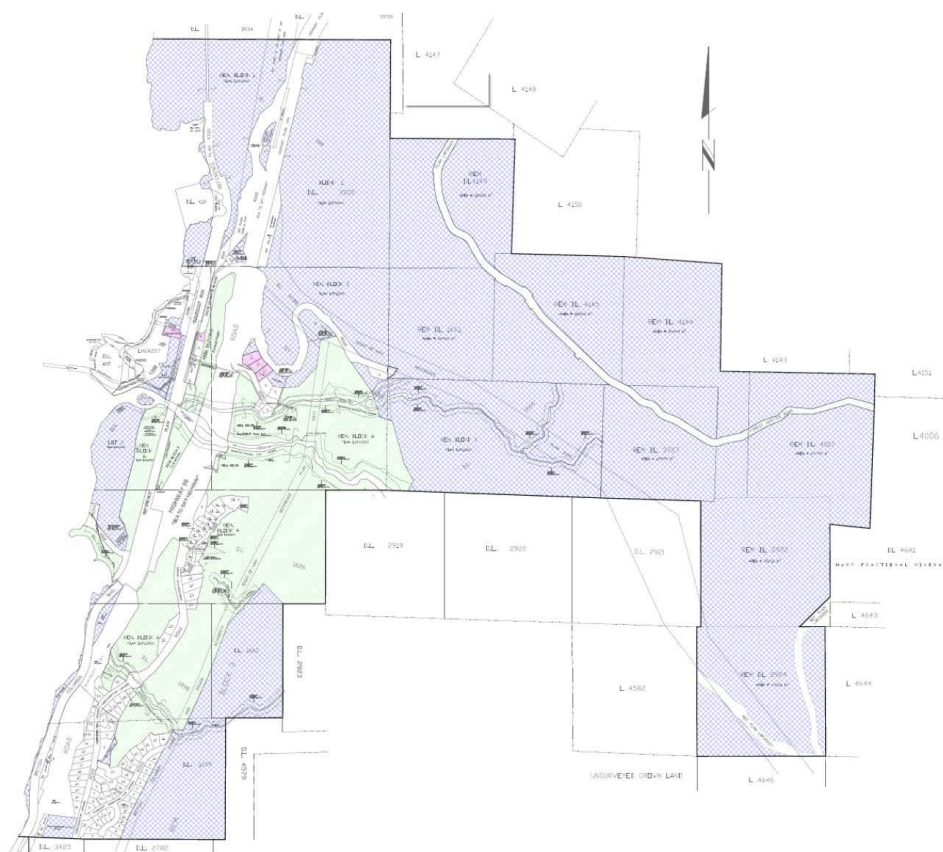


Figure 1: Context Legal plan from Bennett

2. SANITARY SEWER EXISTING CONDITIONS

2.1. COLLECTION SYSTEM

A gravity piped sanitary sewage collection system has been constructed to serve the first neighbourhoods constructed from 1993 to the Salal Court Subdivision in 1997. The Wastewater Treatment Plant (WWTP) was also installed in 1993. An upgrade was designed by Associated Engineering (AE) and installed in 2005. A copy of the current plant design is included as Associated Engineering Plan 032488-1-103 in Appendix 14. An outfall was installed in 1993 and runs from the WWTP to Howe Sound and is contained in SRW Plan LMP15937. The approval was updated under the Municipal Sewage Regulations in Dec 2004 under file # RE-10931 in the name of the SLRD allowing a maximum discharge of 1,900 m³/day of secondary disinfected sewage effluent. The approval outlines staged upgrades to the treatment plant based on measured flow. The WWTP is located on Lot 1 of Block 3 which is between the 17th fairway and CN rail line opposite Oliver's Landing and is accessed via Waterfront Drive. The lot is owned by the SLRD and has a total area of 0.376 ha as identified in legal plan LMP16073.

The current collection system is summarized as follows and is distinguished as three key mains entering into the WWTP. Entering the WWTP directly from the east is a 300mm gravity main which runs under the highway and fairway 17. This collects from the current 200 mm line within the Country Club Road which services the single family lots on that road and the clubhouse. A dead-end cap has been provided for future Collector and Uplands developments. Entering the WWTP directly from the south is the existing Benchlands lots on Furry Creek Drive, Ocean Crest, Stonegate Drive and Salal court which are collected in a 250mm gravity line that runs to the intersection of Furry Creek Drive and the southern highway access. From there it crosses under the highway and runs to Sewage Lift Station (SLS-1) located at 16th tee. This station pumps through a 200mm forcemain passing through the 16th and 17th fairway and is reduced to a 150mm forcemain at the cart path bridge crossing and back to a 200mm forcemain to the north side of Furry Creek before entering the WWTP. The pump station and forcemain are given tenure by a SROW registered as LMP31371. Entering the WWTP from the west is the Oliver's Landing subdivision which is a townhouse development to the west of the CN rail tracks. There is a 200mm collection system which runs to SLRD owned lift station (SLS-2) located in SROW Plan LMP42746. This pumps via a 100mm forcemain heading north part-way along Waterfront Drive (incorrectly labelled as Beach Drive on google maps) where it crosses east and connects into a 200mm gravity main in Howe Sound Drive (labelled as Waterfront Drive on google) which continues south and outlets into the WWTP. This 200mm gravity main runs north parallel to HWY 99, it continues north past the Sea View Drive interchange and along Howe Sound Drive where two dead-end caps are provided for the future developments in the Northeast and Northwest.

The SLRD currently operates the plant and sanitary sewer system under contract to Corex. The costs are paid for by taxes paid in the Furry Creek Local Service Area D under bylaw 741, 2002.

2.2. TREATMENT SYSTEM

As indicated above the WWTP was installed and turned over to the SLRD. Upgrades were performed by the Developer in 2005 as per approved design outlined in the Associated Engineering (AE) Reports "Upgrading and Expansion Plan, dated 2004, and Technical Memorandum No.1, dated 2008 "Furry Creek Wastewater Treatment Plant Ultimate Expansion Conceptual Options". In general, the SLRD accepted design criteria from the AE reports in the approval of WWTP upgrade and these criteria have been used in the WWTP analysis and will be discussed in further detail in the following sections. The AE reports are included in Appendix 10:

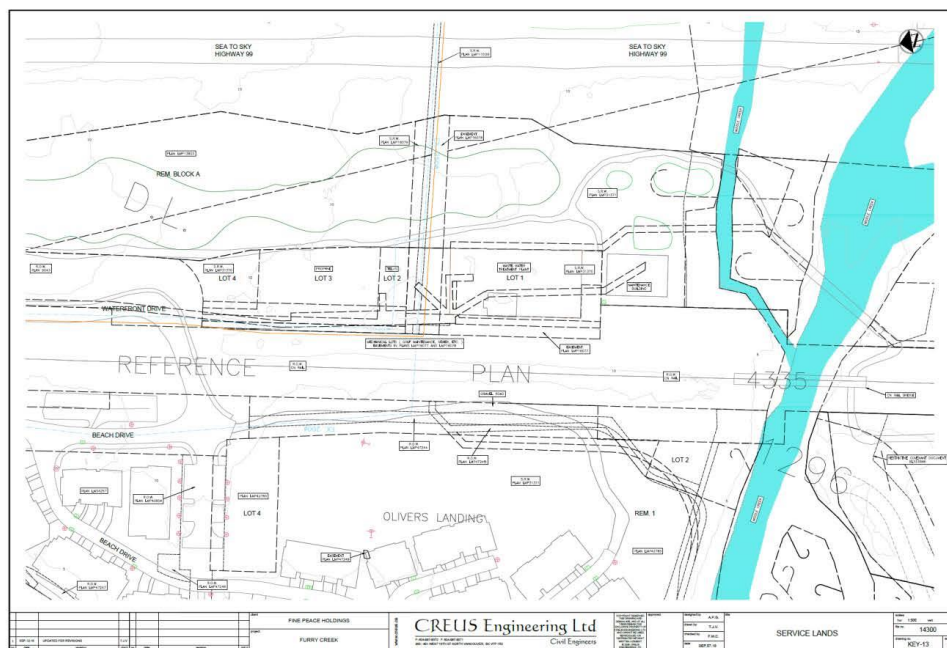


Figure 2: Service Area

The current plant is sized to accommodate up to 530 residential units and the golf course which is an Average Day Flow (ADF) of 600m³/d and a Peak Day Flow (PDF) of 1600m³/d. Development beyond those flow limits will trigger a further upgrade. The current approval under the Municipal Sewage Regulation File #Re-10931 is for a maximum of 1,900m³/d. The WWTP is located on Lot 1 of Block 3 which is 0.376 ha in site and was sized to accommodate the expected ultimate development demands at the time of subdivision and was confirmed to have excess physical space in the AE report in 2008. The Option B ultimate expansion plant design by AE is more efficient use of the site and shows there is excess buildable land of 700 m² at the south-west and 350m² to the north. This does not use the land in the panhandle or in the 6.0 m access to the maintenance yard to the south. It does allow for partial use of the area to the north (approximately 50%) which contains services but ones that could be reconfigured as part of the overall design update, refer to Figure 7.

3. DESIGN CRITERIA

In review with SLRD, they have acknowledged the use of more real-world flow criteria used by AE in sizing the WWTP and designing the stage 2 and ultimate expansion plants as well as in the water supply criteria on domestic water under AE and Hunter Laird (HL). SLRD requested that Creus obtain more recent data for analysis as AE is based on data of 2003 and earlier. To date a lack of data has been made available to Creus between the period of 2003 to 2017 and have only received effluent data of the WWTP for 2018, 2019 and partial 2020. It was noted that Creus would obtain on-going data and it is recommended that a water meter be installed at the

clubhouse and the maintenance building to more accurately measure golf course flow to be able to track domestic flow. As well, the WWTP should have the effluent meter recalibrated to check accuracy and influent measurements made which was last done in 2008. SLRD have however requested that the current Wastewater Master Plan check the capacity of the existing pipe network and lift stations to meet current Bylaw 741 requirements with exception of allowing a variance of 2.6 capita/household and a peaking factor of 3 for collection and WWTP sizing, note that Creus Engineers have used a more conservative peaking factor of 3.5 for collection calculations. The flow for the WWTP remained at the more conservative value based on records and is further discussed in section 3.2 below. AE reports to date have demonstrated that those are conservative numbers. WSP has indicated that the SLRD specifically allows for review of data to update design standards and have done the same in other surrounding communities such as Porteau and Britannia. Due to current gaps in actual flow information made available to Creus, and the fact that there is sufficient capacity in the existing system for a significant number of additional units before the next upgrade the above variance criteria is deemed suitable for zoning and to allow for more data collection. The data is to be updated and collected over the coming years and used to demonstrate what a reasonable actual flow is given the results of the data collection and a variance would then be applied for at the next design submittal for the plant.

There was also discussion that Creus is showing a higher number of units in the collection sizing than in the WWTP sizing. This difference is to reflect that while the total number of units in the community is fixed by the zoning, where the dwellings occur on the site may have some flexibility.

3.1. DESIGN CRITERIA FOR COLLECTION

The SLRD has Bylaw 741 which sets out standards for Area D of the Regional District. The Regional District has provided variances to that on surrounding communities and has acknowledged the reasonable changes to the bylaw regarding Furry Creek as further demonstrated in accepting previous reports from Hunter Laird and AE. While Creus recommend using actual flows, following a review, the report has been updated with calculations based on Bylaw 741 with the exception of capita recommendations and peaking factor. A residential flow of 350 l/cap/d and commercial of 40,000 l/cap/d, infiltration and inflow of 11,200 l/day/ha, peaking factor of 3.5 have been used. However, it was agreed that 2.6 capita/unit is to be used in the Master Plan until such time as other variances are formally documented.

3.2. DESIGN FLOW, INFILTRATION & INFLOW FOR WASTEWATER TREATMENT

Within the Associated Engineering Technical Memorandum No.1 dated 2008, an estimated residential per capita flow (including infiltration and inflow) of 440 l/cap/d was estimated and accepted by SLRD. This was based on a population of 250 people and a measured average daily flow (ADF) from November 1999 to February 2001 of 111m³/d. Creus Engineering did a more recent analysis based on a population of 306 people which included 79 built single-family units, 1 duplex and 56 townhouse units and the golf course. This gave an average day flow (ADF) of 137.4m³/d for the year of 2018 and a ADF 111m³/d for 2019. This indicated an average flow of 449 l/cap/d for 2018 and 362 l/cap/d for the year of 2019. For this report we have used the calculations from 2018 of 449l/cap/d as it is more conservative than the AE design approach of 440 l/cap/d. It is understood that the use of actual data more accurately

represents the WWTP ultimate expansion needs. It is expected that as the WWTP continues to operate that updated flow data will be used to better model conditions and required treatment sizing. Creus is working to obtain more data and this would be used at the time of actual design to correlate the model with actual flows. Following a review, it was requested that additional data be collected. The only data that has been made available to Creus to date is the effluent data for 2018, 2019 and partial 2020. The data from 2019 reflected a significantly lower flow as discussed above and this is due to renovations that were taking place at the golf course during this time which lowered the golf course flows. The estimated flow from 2018 data and AE criteria is fairly consistent and the more recent and conservative of flow of 449 l/cap/d has been used. It is understood that as the development progresses and more accurate and relevant data is collected, a more precise capita flow can be determined. As per WSP review, the treatment calculations were updated to reflect a change of capita and peaking factor as previously discussed. The flow calculations have remained based on actual data and will also be subject to more recent data at the time of future upgrade.

3.3. POPULATION FOR TREATMENT & COLLECTION

The service population per capita was reviewed by Associated Engineering (AE) and Hunter Laird (HL) in their work with SLRD. Within the AE report an average population density of 2.25 people per residential unit was assumed, compared to the projections in the SLRD Bylaw No. 741, dated March 2015 (for waterworks systems) of about three to four people per residential unit. The HL report for the SLRD on Master Waterworks, dated April 2012, suggests 3.0 capita per single family (SF) and 2.1 per multi-family (MF), however an overall ratio to be no less than 2.6 per unit is recommended to be used at that time. This relied in part on the existing census data for Area D showing an occupancy of 1.5 capita/unit. The current mix of use proposed is approximately 198 SF and 962 MF which includes the 120 resort units. A significant element of the MF is now apartment style condominium. This would result in a capita average of 2.25. Creus originally adopted AE per capita average of 2.25 as it was deemed more appropriate given the Hunter Laird is a recommendation for water supply demands. Following reviews with SLRD, the capita to be used for sizing the WWTP was confirmed to be updated to 2.6 units per capita. This would be consistent with variance for Britannia and Porteau Cove.

WSP has indicated that a variance from design flows can be submitted but recommended that data from forthcoming years of use be used to apply for the variance at the time of the WWTP upgrade design. This reflects the fact that available records in the last few years were limited. This will also better document the impacts on flow as the expected use moves towards more stacked MF from ground orientated housing to date.

3.4. PEAKING FACTOR FOR TREATMENT

A peaking factor was calculated based on the Technical Memorandum No.1 completed by AE on each of the WWTP upgrading phases from initial to ultimate expansion, these were 2.38, 2.67 & 2.70 respectively as they relate to the upgrade phases. Further analysis was completed by Creus Engineers of the flow data from 2018 and 2019 and an average peaking Factor of 1.83 and 1.99 was calculated respectively, refer Figure 4. Creus reviewed the data and had adopted the AE design approach peaking factor of 2.70, as this was the worst case of the data proposed by AE and more conservative than Creus calculations based on recent available data. It is expected that the use of actual data more accurately represents the WWTP expansion needs. It is acknowledged that the inflow and infiltration (I&I) data of the last few years shows some troubling peaks. It is recommended that an initial analysis be done once flow meters are

installed in the two existing Sewage Lift Stations (SLS) and that this will be updated once more data is available which is expected to lower the flows. WSP has now indicated that a variance from design flows can be submitted but recommended that data from forthcoming years of use be used to apply for the variance at the time of the WWTP upgrade design or earlier if required and justified by available data. However, until this data has been presented it has been accepted that the peaking factor in this Master Plan has been set at 3.0, as discussed in the opening paragraph of section 3, there will be flexibility for this to adjust in the future once more data has been collected.

3.5. GOLF COURSE CLUBHOUSE

The Golf Course Clubhouse is expected to contribute a significant portion to the total amount of wastewater flow. Previous investigations from AE and Reid Crowther have made assumptions as to the contributing flow. In 1992 Reid Crowther assumed that there would ultimately be approximately 150 people per day using the facility whereas AE reviewed this based on more recent data at the time (1999 – 2003) and suggested that there may be as many as 300 people per day based on a typical flow of 380l/cap/d which was taken from Metcalf & Eddy 2003. The assumptions were derived from the seasonal fluctuation of data. As the golf course is typically in-use during the summer months of March to October resulting in higher use, and the off-season winter flows of November to February were lower, refer Figure 6. Creus reviewed recent data and it appears this is not consistent with actual data. There is a November to January peak and a July August peak. As seen below in Figure 3 during the summer months the ADF decreased which is contrary to the methodology mentioned in the AE report. It is likely that the increase is due to infiltration and inflow which can be inferred from the overlay of precipitation data as seen in Figure 5. Due to the lack of available data and inconsistencies, as suggested previously, a water meter will be installed at the clubhouse to attain accurate data going forward. For the purposes of this report Creus has maintained the previously approved design approach outlined by AE, and so a 380l/cap/d for an estimated 300 people will be used. Based on the estimated golf course flows as seen in Figure 6, the sum average calculated peaking factor is 1.84. As per WSP review the peaking factor has been updated to 3.0 however the flow of 380l/cap/d remains. As discussed in the opening paragraph of section 3, it is acknowledged and agreed upon that there will be flexibility to allow a variance for the flow data and peaking factor criteria based on actual flow data.

Nov - Feb	Av. Day Flow m3/d	Max. Month Flow (m3/d)	Max. Day Flow (m3/d)
2018	163.2	182.8	336.5
2019	112.3	121.9	293.0
Mar-Oct	Av. Day Flow m3/d	Max. Month Flow (m3/d)	Max. Day Flow (m3/d)
2018	124.5	160.9	209.2
2019	110.2	130.7	185.1

Figure 3: Seasonal Wastewater Flow Fluctuations summarized from figure 5

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2018 Effluent Volume report (m3)													Av.
	Jan	Feb	Mar	Apr	may	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Min	92	78	46	49	56	120	106	114	115	72	86	86	85.0
Av.	182.8	120.6	86.6	61.6	105	147	150	136.7	161	149	181.9	168	137.4
Max	344	181	112	85	276	276	196	181	301	246	555	266	251.6
Calc. PF	1.9	1.5	1.3	1.4	2.6	1.9	1.3	1.3	1.9	1.7	3.1	1.6	1.83

2019 Effluent Volume report (m3)													Av.
	Jan	Feb	Mar	Apr	may	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Min	70	76.5	65	78.5	75	63	85	58	55	70	59	83	69.8
Av.	121.9	98.2	88	109.6	131	110	103	107.2	116	116	109.9	119	110.9
Max	477	134	121	151	356	157	136	143	167	250	231	330	221.0
Calc. PF	3.9	1.4	1.4	1.4	2.7	1.4	1.3	1.3	1.4	2.1	2.1	2.8	1.99

Figure 4: Tabulated WWTP Effluent data as provided by Corex

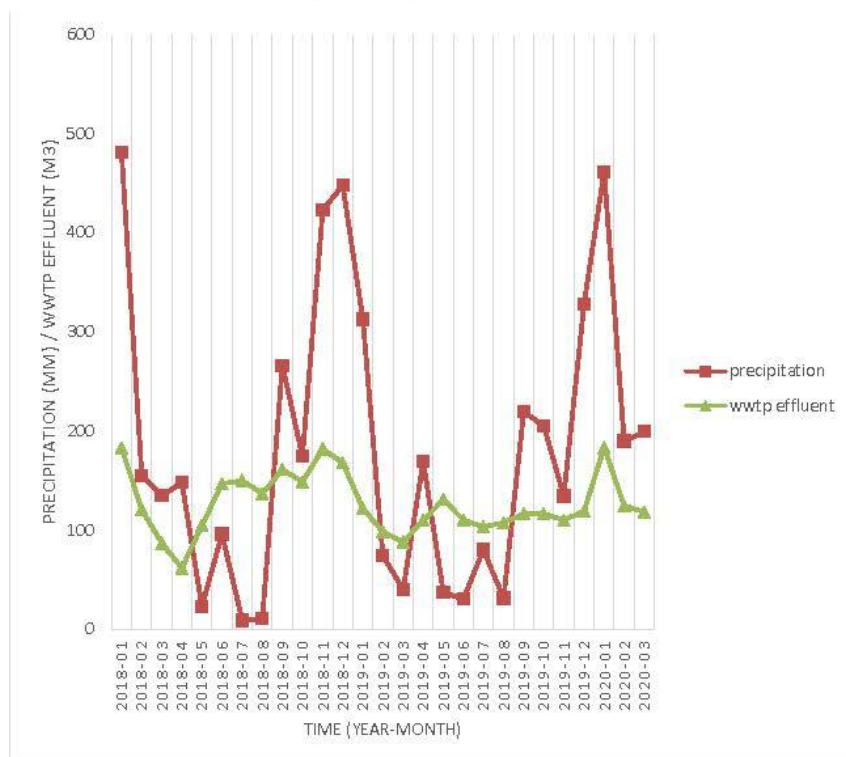


Figure 5: Comparison of precipitation and average WWTP monthly effluent data

WSP and Creus reviewed the data and agreed that Figure 5 indicates high inflow and infiltration (I&I). Fine Peace Holdings will undertake an investigation to determine the reason for the high I&I once flow meters are installed in the existing Sewage Lift Stations (SLS). Initial manhole inspection and visual analysis of flow may isolate the issue, however if no visual indicators isolate the flow, further sewer flushing and CCTV inspection of the collection sewers may be required.

Table 4-1
Summary of Historic Flow Data

Period	Average Day Flow (m ³ /d)	Maximum Month Flow (m ³ /d)	Maximum Day Flow (m ³ /d)
Winter Flow or Residential Wastewater Flow - November to February ¹			
2000/2001	43	50	95
2001/2002	74	93	140
2002/2003	111	146	308
Total Flow - March to October			
2001	135	178	242
2002	186	299	366
2003	208	251	495
Estimated Golf Course Flows - March to October ²			
2001	92	128	147
2002	113	206	226
2003	97	105	187
Notes: Values shown in bold were used to develop the design flow criteria for the Furry Creek WWTP. 1. The Furry Creek Golf Course is typically non-operational during this period. 2. The golf course wastewater flows were estimated by subtracting the estimated residential flows from the total summer flows.			

Figure 6: Excerpt from Furry Creek WWTP Upgrading and Expansion Plan by AE 2008

3.6. WWTP ULTIMATE EXPANSION AND LAND AVAILABILITY

The WWTP lot was sized based on the 1991 design by Reid Crowther for 920 mostly single-family lots, golf course, commercial, 300-unit resort and Marina. In 1992 there was an alternate design completed by Sanitherm Inc. In around 2000 the WWTP was updated and the meter calibrated at that time. In 2004 Associated Engineering (AE) did a plan for ultimate build-out on the lot. In 2008/2009 AE updated that plan with different layout options for ultimate build-out which is further discussed in section 3.6. The 08/09 AE designs did not accommodate non-market housing or a resort. As well WSP requested that more stringent design criteria be used until actual data is attained. As such, the more stringent criteria resulted in an estimated design flow increase of 59% higher than the AE designs.

Creus has been in contact with AE in regard to the capacity of the ultimate expansion design options proposed in 2008 and the expected change in flow due to updated population densities of 2020 and design criteria. AE has indicated there are various options to meet the revised ultimate expansion demands. It is understood that there is more recent technology that can be implemented to increase the capacity without the need for more land than originally allowed for

in the ultimate expansion design on existing Lot 1. WSP acknowledges via email dated June 6th, 2020 and references the email sent from Creus on April 21st, 2020 detailing the reluctance to engage AE for another detailed WWTP expansion option at this time. It is therefore accepted that when the time of the next WWTP upgrade occurs, an Engineer will be engaged to detail the required design and obtain approvals from the relevant authorities to meet the required standards and flows.

The current plant is in good standing for up to approximately 540 units depending on the type and size of units. The need for an upgrade will likely not occur for some time. When the time does arise and an upgrade is required, there is in fact additional land available on the current Lot 1. As seen in Figure 7 below of the current AE ultimate expansion design option B: There is approximately 700m² to the south and west and 350m² to the north of existing plant. It is reasonable to deduce that Lot 1 will have sufficient land for future needs.

WWTP Lot 1, Plan LMP16073 is 0.376 ha, however it accommodates service SROW and access easement to the golf maintenance building. The total buildable area is approximately 2,693 m². The 2008/09 AE buildout design uses 1,532m². This provides 39% additional area to expand the plant within. There is also potential for expanding the underground tanks in the access easement. These figures exclude a 120m² staging area which could be repositioned to the area of the service SROW. AE have verbally indicated that the site area would be adequate to provide for the increase in flow likely within the original expected footprint due to advances in technology.

It is acknowledged that the existing Lot 1 is likely to have sufficient lands to accommodate expansion needs for the ultimate WWTP. However, it is noted within email communications dated August 6, 2020 that the placement of restricted covenants on additional lots would provide security in the case the Lot 1 proved to be insufficient for the ultimate buildout. WSP indicated that the placement of covenant would satisfy requirements for zoning and that the unused lands can be released from covenant if not required. Fine Peace owns the adjoining golf course lands including the maintenance yard immediately to the south of the WWTP. It also owns Lot 3 and Lot 4 to the north of the WWTP. Lot 3 (1800m²) is currently used as a propane farm and is sized to service all of the Furry Creek lands. There are excess lands of approximately 240m² available for use. Fine Peace has agreed to hold the respective lands aside and place a covenant until such time as the WWTP final design is completed. If the lands are not required for the buildout design, they will be released for use to Fine Peace. The following lots are agreed to be covenanted to restrict development until full-build out of WWTP is confirmed: The golf maintenance building on Block A LMP 13803, Lot 4 LMP16073 (681m²) and approximately 240m² of excess lands on lot 3 LMP16073.

It is acknowledged that each subdivision requires sign off from Waste Management Branch to confirm the permit is in good standing and requires approval from the SLRD and as such it will be the developer's responsibility to address WWTP expansion. It is expected an updated WWTP design will be instigated as the current WWTP approaches its design flow limits. When this upgrade occurs, the design will reflect actual flow data and the most current technologies. The expectation is that it will be an expansion of the existing plant within the current lot. All designs to date have raised the issue of odour control and have systems identified to address those concerns. It is also understood that an amendment to the existing Waste Discharge File (PE-10931) which allows discharge of 1,900 m³/day is required. It is expected that it will be filed and registered under the more recent Municipal Wastewater Regulation (MWR) or other standards that may be applicable at that time.

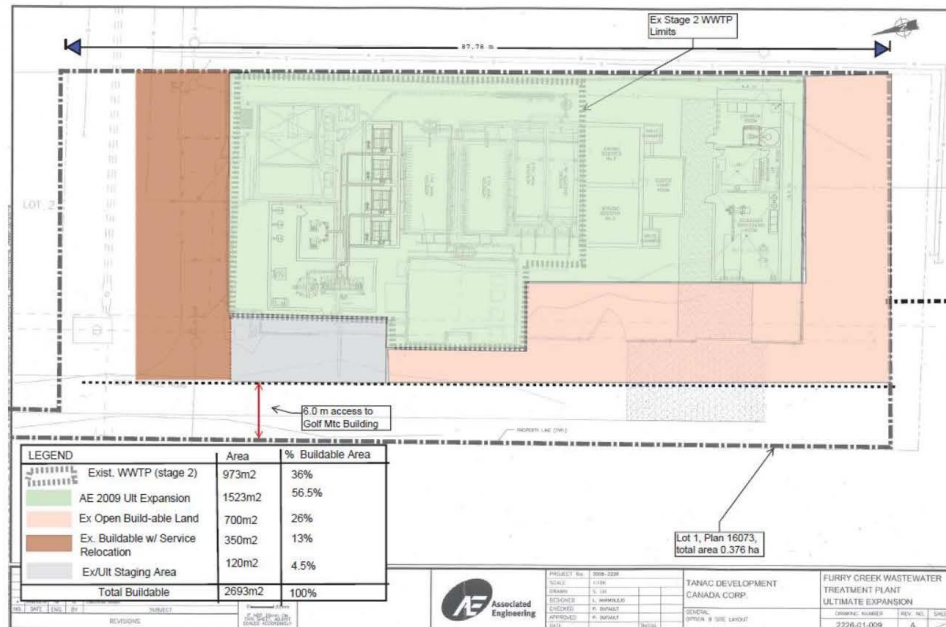


Figure 7: AE 2008 Expansion Plan identifying excess lands system upgrades

4. SYSTEM UPGRADES

4.1. COMMUNITY BUILD-OUT

The proposed rezoning is projected to have a build-out of 920 market housing units, 120 non-market housing units, a 120-unit resort, small resident marina, commercial and community amnesty plus the golf course. The new zoning contemplates a significantly higher percentage of multi-family (MF) homes which would generally have a lower capita per unit rate and thus a lower ADF per unit. WSP has now indicated that a variance from design flows can be submitted but recommended that data from forthcoming years of use be used to apply for the variance at the time of the WWTP upgrade design. This reflects the fact that available records in the last few years were limited. This will also better document the impacts on flow as the expected use moves towards more stacked multifamily from ground orientated housing to date. As such Creus has updated the Master Plan per the criteria in Bylaw 741 with the exception of adopting a capita of 2.6 for both collection and WWTP sizing and a peaking factor of 3.5 for collection and 3.0 for WWTP sizing until further data is available to formally justify application for a variance from bylaw 741. The previous submissions Rev 2 and prior had calculated an increase of 240 dwellings to have a population increase of 25% from original projections, when maintaining a 2.25 capita. As per WSP review this updated capita and peaking factor reflects a population increase of 45%. Based on the proposed zoning densities Creus Engineering estimates that the WWTP ultimate expansion will require upgrades based on an ADF of 1477m³/d and a PDF of 4432m³/d which amounts to an approximate increase of 59.0%. The actual trigger for upgrade of the WWTP will be actual flow and operation.

4.2. COLLECTION

The collection system will be expanded via a series of phased expansion as each neighbourhood is constructed. These will generally be serviced by gravity mains, though lift stations are required in certain areas as detailed below. Sewage Lift Stations servicing one strata will remain within the strata ownership and have been designated SSLS in this report. Pump stations servicing multiple developments will be turned over to the SLRD. Individual Buildings may require individual pumps for lower floors, however that would be dealt with under an individual Building Permit process.

The proposed and existing network will be analysed and designed in accordance with the current SLRD Bylaw No. 741, 2002 as clarified below. Creus has reviewed the existing system and future demands and has determined that existing sanitary pipes have sufficient capacity to accommodate for the future development demands.

There will be small lift stations in the lower area of the Northwest development which is expected to be strata owned. The Northeast neighbourhood may require an SLRD owned pump station, however a directional drilled line under the highway was considered during the highway interchange construction which may be possible which would eliminate the need for a pump station if this is acceptable to MOTI. The remaining areas will largely be gravity services, though individual houses and buildings may require individual pump stations to tie into the mains. The gravity lines may run in public open space or in SROWs over private lands to avoid pump stations where required. RCPL addressed the preliminary Sewage collection and pumping in their 1992 study "Preliminary Design Report, dated 1992". The preliminary concept would be updated as each phase moves forward and details of future phases is further defined. A general description of each phase is further detailed below.

4.3. TREATMENT

As indicated above the WWTP was installed and turned over to the SLRD. Upgrades were performed by the Developer in 2005 as per approved design outlined in the Associated Engineering (AE) Reports "Upgrading and Expansion Plan, dated 2004, and Technical Memorandum No.1, dated 2008 "Furry Creek Wastewater Treatment Plant Ultimate Expansion Conceptual Options".

The WWTP is located on Lot 1 of Block 3 which is 0.376 ha in site and was sized to accommodate the expected ultimate development demands at the time of the report in 2008 with excess land remaining. AE provided conceptual design options under Drawings 2226-01-008 and 2226-01-009 dated 2008 which are seen in Figure 8 & Figure 9 below and are contained in Appendix 14: AE had established the design for the ultimate build-out to meet the 920 units plus the golf course based on an ADF of 1030m³/d and a PDF of 2780m³/d.

In general, the SLRD accepted design criteria from the Associated Engineering (AE) reports have been used and will be discussed in further detail in the following sections. A summary of Creus review of AE design indicates the ultimate expansion design completed by AE allowed for an Average Day Flow (ADF) of 1,030m³/d and a Peak Day Flow (PDF) of 2,780m³/d. Creus updated flow calculations based on the proposed zoning densities, as reflected in Figure 10 which indicates that the WWTP requires an approximate ADF of 1477 m³/d and a PDF of 4432

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m3/d. This is an approximate increase of 59.0%, however that is largely due to changes in design criteria from the originally accepted AE rates as discussed in section 3

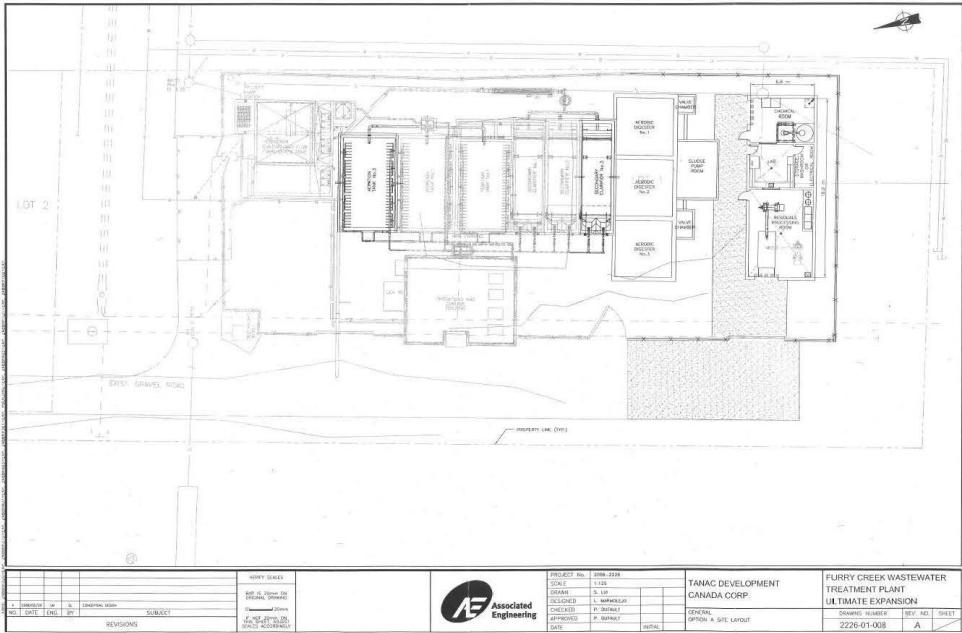


Figure 8- WWTP Ultimate Expansion – Option A

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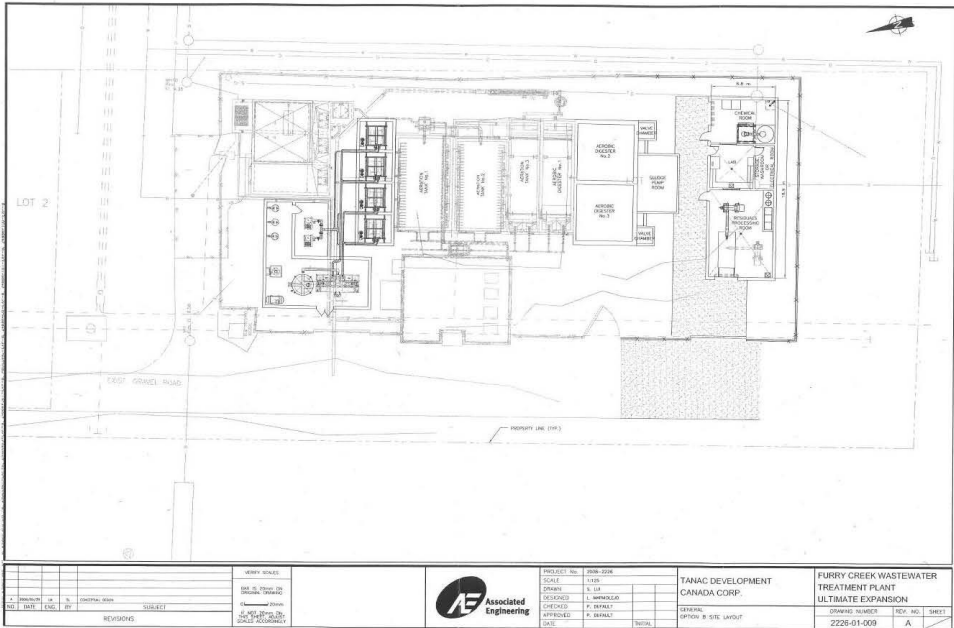


Figure 9: WWTP Ultimate Expansion - Option B

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Average Annual and Max Day Demand Flow (for WWTP)							
Use	Description	Units	Capita	l/c/d	Development Demands		Peaking Factor
					Av. m3/day	Max m3/d	
Residential	SF	198	2.6	449	231.1	693.4	3.0
Residential	MF	722	2.6	449	842.9	2528.6	3.0
Non-Market Housing	Small MF	120	2.6	449	140.1	420.3	3.0
Clubhouse	300 People per day			380	114	342	3.0
	*clubhouse data based on flow data as mentioned in AE report, dated 2004.						
Golf Maintenance Building	Limited use of washroom and washdown, actually included in the number above Included in overall golf course						
Oliver's Landing Community Building	Limited use actually included in the Clubhouse numbers from Hunter Lairds Calculation						
Resort Hotel	Units	120	2.6	449	140.1	420.3	3.0
		Building (sq. ft)	Lot (ha)	l/d/ha			
Commercial		20,000	0.18	40,000	7.43	22.3	3.0
Community Centre		5,000	0.05	40,000	1.86	5.58	3.0
Marina	Very minimal with no services allowed 1/10th of a residential unit				0.01	0.03	3.0
Total Demand at Ultimate Expansion					1477	4432	

Figure 10: Design Flow WWTP Build-out

As per WSP review, the calculations above have been updated to reflect a 2.6 capita and a peaking factor of 3.0. These values are considered conservative and it is generally agreed that design criteria based on actual data is preferable. Ultimately the WWTP will be sized based on actual data as mentioned in section 3. Additional metering will be placed on existing infrastructure going forward. A variance application will be made based on actual operating conditions.

Peak Wet Weather Flow (for Collection)								
Zone	Single Family (SF)	Multi-Family (MF)	Capita	l/c/d	Area (ha)	Infiltration & Inflow (l/s)	Development Demands PWWF (l/s)	Peaking Factor
A	90	8	2.6	350	15.0	1.9	5.6	3.5
B	11	187	2.6	350	5.1	0.7	8.0	3.5
C	2	141	2.6	350	3.1	0.4	5.7	3.5
D	0	48	2.6	350	0.7	0.1	1.9	3.5
E	21	450	2.6	350	21.0	2.7	20.1	3.5
F	0	220	2.6	350	3.5	0.5	8.6	3.5
G	30	130	2.6	350	8.5	1.1	7.4	3.5
H	0	104	2.6	350	5.0	0.6	4.5	3.5
I	0	120	2.6	350	3.0	0.4	8.8	3.5
Note: 1- Demands are based on maximum possible build-out in each zone. 2- Zone G includes Commercial & Community demands, refer figure 6 for calcs. 3- Zone I includes Golf Course Clubhouse, refer figure 6. 4- Refer MSP-1 and Section 6 of this report for breakdown of zones.								

Figure 11: Design Flow Distribution calcs for maximum build-out

5. EXISTING CAPACITY ANALYSIS

5.1. WWTP

The community total of 920 + 120 non-market + 120 resort was used for the WWTP which is consistent with the maximum allowable for the overall Furry Creek Community as per zoning and is what is reflected in Figure 10. The existing plant is sized to accommodate up to 530 residential units and the golf course.

5.2. PIPE NETWORK

An analysis of the existing pipe network was completed to confirm that no upgrades are expected to be required. This is based on the most recent architectural layout and reflects an overall unit count of approximately 1600 dwellings, refer Figure 11. This unit count is in excess of max allowed units per zoning but allows for units to be redistributed between neighbourhoods as well as potential future infill that might result from future zoning changes. The current expectation is that the total number of units is fixed at 920 market plus 120 non market along with resort, golf and commercial, the actual distribution between neighbourhoods may adjust over time and this has been allowed for in the conservative design approach. It is understood that each phase will require passing through a process of Development Permit, Subdivision and Building Permit. This will required sign off from VCH, SLRD and Waste Management Branch. Each unit will have to go through a process to prove out there is adequate servicing and that the lands are safe for their intended purpose.

It was found that all existing pipes had sufficient capacity to accommodate future development demands and were below the maximum allowable capacity of 75% of the depth of the pipe as stated in bylaw requirements. It has been noted on MSP-1 the three worst-case situations. These locations are north of the WWTP, which is expected to take development catchments Northwest, Northeast, Marina and Oliver's Landing which are called up as zones B, C, D & H respectively. East of the WWTP taking catchments from Mountain, Uplands South, Uplands

North, Collector, Resort and existing golf clubhouse which are labelled as zones E & I. And south of the WWTP near to Ocean Crest Drive which take combined catchments Upper Benchlands, Bluff Lots, and existing development at Stonegate Drive, along Furry Creek Drive south of South Creek and Ocean Crest Drive which are named zones A & G. It is noted that there was insufficient as-builts to confirm the grade of the pipe from the WWTP heading north to the interchange of Sea View Drive. Based on available data of the nearest dead-end cap invert at the Sea View Drive Interchange directly north of the WWTP and the invert going into the WWTP, a conservative grade of 2.5% was assumed.

5.3. PUMP STATIONS

There are currently two existing sanitary lift stations (SLS) at Furry Creek owned and maintained by SLRD, denoted on Master Sanitary Plan "MSP-1" as SLS-1 and SLS-2. It is understood that the existing lift stations were initially designed to have adequate capacity to accommodate for the future development demands known at that time. It is noted that both existing lift stations have duplex pump systems setup for two pumps running in parallel, the design criteria is for a scenario of one pump on and the other pump in failure mode as per current bylaw 741 requirements, section 3.5.2.3.

Existing lift station SLS-1 is located off HWY 99, south of Furry Creek and was designed for Benchlands and Upper Benchlands as well as the Waterfront South Lands at the time as per the RCPL report. Creus has completed calculations and analyzed the adequacy of the lift station and is further discussed within section 6.2. Currently SLS-1 is estimated to have an existing contributing flow of 5.6l/s PWWF from the developed lands south of South Creek along Furry Creek Drive, Ocean Crest Drive and Stonegate Drive. The station is calculated to have a capacity of 41.5 l/s (in parallel) and 33.0l/s with one pump in failure mode.

Existing lift station SLS-2 is located in the existing Oliver's Landing development and was designed to accommodate for the build-out of Oliver's Landing, Waterfront South and Marina neighborhoods at the time of submission. This was to include up to 225 townhouses on the Waterfront South portion. This was based on the AE and Hunter Laird design flows. Currently SLS-2 is estimated to have contributing flows of 2.4l/s PWWF from the current townhouses within Oliver's Landing. The station is calculated to have a capacity of 11.2 l/s (running in parallel) and 9.6 l/s with one pump in failure mode. Based on the WWTP and water system flows, the pump stations are not experiencing the estimated design flows. This will be further documented once flow meters are installed.

6. NEIGHBOURHOOD INFRASTRUCTURE

6.1. OLIVER'S LANDING (ZONE H) / MARINA NEIGHBOURHOOD (ZONE D)

The existing 56 townhouse (TH) dwellings within Oliver's Landing are serviced by an SLRD owned and operated sewage lift station SLS-2. The Marina Neighbourhood is immediately to the north of Oliver's Landing and both are accessed by the public road Waterfront Drive (incorrectly labelled as Beach Drive on Google Maps) that crosses the railway. The area has elevations from 5-20 metres. The existing station has two pumps running in parallel (5hp 208v/3P/60hz) and at present connects 56 TH plus an 8000 ft2 community building for that strata. It was designed to accommodate 18 additional units, a 4-storey building on lot 4, 32 units on the Marina Lands and approximately 259 units on the Waterfront south based on the design criteria of the day. There is an existing sanitary forcemain dead-end cap provided for potential future

connection of the Waterfront South development. The current pump station does not have a flow meter or hour meter based on the shop drawings and it is recommended that this be added going forward.

The current expectation is that the total number of units is fixed, however the actual distribution between neighbourhoods may adjust over time as well as the building size and type. It is understood that each phase will require passing through a process of Development Permit, Subdivision and Building Permit. At this time, it will be a requirement to prove out the adequacy of servicing and ensure the lands are safe for their intended purpose. The following criteria is based on the maximum possible build-out of the developments neighbourhoods. This ensures worst-case condition and confirms that the pump stations have adequate capacity to satisfy the bylaw criteria. It is understood that a variance will be applied for once further more detailed actual flows are detailed and that approved variance would be used moving forward from that point. Until that occurs all collection flows are based on the Bylaw with the current approved variance of capita being 2.6 and peaking factor being 3.5.

The current flows from Oliver's Landing are calculated to be +/- 2.4l/s based on the already built 56 townhouses, and expected to contribute a total of 4.5l/s once built-out. Future demands from Marina Lands are calculated to have an additional flow of +/- 1.9l/s. The Waterfront South catchment is calculated to have an additional +/- 8.6l/s. The following options were reviewed to address the existing pump stations capacities:

Option 1 would be connecting Marina and Oliver's Landing to SLS-2 and having Waterfront run independently to the WWTP. Creus completed updated calculations and determined the SLS-2 lift station would be running at approximately 66% capacity with the maximum build-out of Oliver's Landing and Marina contributions.

Option 2 was investigated of pumping Waterfront South to SLS-2 per the original design assumptions. If the Waterfront South area were to be connect to SLS-2, the lift station would be running at approximately 156% capacity. based on the new design Criteria. This option is not viable under the conservative design criteria and has been abandoned.

6.2. BENCHLANDS (ZONE A) / WATERFRONT SOUTH (ZONE F) / COMMUNITY CENTRE, PORTEAU BLUFF LANDS AND UPPER BENCHLANDS (ZONE G)

The Upper Benchlands are located immediately east of the BC Hydro ROW and east of the existing Stonegate Neighbourhood with lands both north and south of South Creek. It is accessed by an extension of Stonegate Drive. There is an existing 200mm main that was designed to be extended to service those properties. The Porteau Bluff Lands and Community centre will both be tying into the existing main. These combined catchment areas (zone G) are calculated to have a contributing flow of 7.4 l/s.

The existing Benchlands include lots on Ocean Crest, Furry Creek Drive, Stonegate Drive and Salal Court all tie into an existing gravity sanitary that runs under the highway to SLRD owned and operated SLS-1 by Sixteen tees. The current existing catchment contributes 5.6 l/s based on bylaw design criteria requirements and a 2.6 capita. The unit was designed to have adequate capacity to accommodate the future Waterfront South, Community Centre, Porteau Bluff Lands and Upper Benchlands based on proposed development when it was first installed. Creus Engineering calculated that SLS-1 has a capacity of 33.0 l/s with one pump in failure mode.

Waterfront South will be a strata collection of medium rise condominiums. A central lift station will be required and is identified as SSLS-7. As this will be a number of strata's feeding one lift station it is envisioned that it should be SLRD or Strata owned and maintained. Three options for tying this lift station in to the system were reviewed. The first would require a service line under the rail to existing lift station SLS-1. The second would tie into the existing forcemain within Oliver's Landing which would tie into SLS-2. The third option would be to tie into the existing 200 mm forcemain that connects SLS-1 to the WWTP near the existing cart bridge.

Option 1 would require approval from regulatory authorities CN rail for the line under the rail tying into SLS-1. This option would lead to the effluent being pumped twice. The Waterfront South catchment is expected to have a contributing flow of 8.6 l/s. The existing lift station SLS-1 is calculated to be running at 65% capacity with one pump in failure mode with the addition of Waterfront to the Benchlands and the Community Centre and therefore has sufficient capacity to accommodate this option.

Option 2 would require running the forcemain over the future Furry Creek bridge and tie into the existing forcemain which runs to SLS-2. This would require pumping twice. As discussed above, this would lead to SLS-2 running at 156% capacity. This is not a viable option under the revised criteria.

Option 3 is to tie into the exiting forcemain that runs between SLS-1 and the WWTP. The routing would be from the south end of the development along a cart path under the existing CN rail bridge. This would require a SROW over the golf course and through the CN ROW where the existing cart path and irrigation line run. This would require the installation of check valves to ensure the SLS-6 and SLS-1 did not back feed each other. The controls could be linked to ensure run times are offset. On initial review this appears to be the preferred option.

6.3. NORTHWEST (ZONE B)

The Northwest neighbourhood is in the Northwest Corner of the site west of the Highway. It will have access off of Howe Sound Drive and there was an intersection roughed in at the time of the Interchange construction. This will be a combination of uses with the potential for duplex, resort, townhouse, low rise and mid-rise apartments. The elevations for development range from 35 metres to 150 m. Use of two strata owned and maintained pump stations SSLS-1 and SSLS-2 will be required to allow lower lying areas to tie into the existing 200mm gravity main that runs along Howe Sound Drive to the WWTP.

6.4. NORTHEAST (ZONE C)

The Northeast (NE) lands are across the highway from the Northwest (NW) and immediately below the Mountain neighbourhood. The lands were shown as being accessed from the Mountain neighbourhood area in previous planning exercise. Creus has met with MOTI to discuss the potential for a bridge crossing Highway 99 from the NW lands. It is viewed that this is more efficient from an access and servicing perspective and results in less clearing and earthworks. MOTI indicated they did not see an obvious reason to not consider this option and have requested that further design work be done. There was a 200mm line stubbed off during the interchange construction to give an option for a directional drilled gravity line under Highway 99 to service the NE lands. If this option is viable and approved by MOTI, an additional SLRD owned pump station, SLS-3 will be not be required. Alternatively, a SLRD owned and operated

pump station SLS-3 would be located at the bottom of NE and pumped over the bridge over the highway and into Howe Sound Drive gravity main.

6.5. RESORT/CLUBHOUSE

The final location and massing of the resort is still to be resolved. It is expected to be located east of the existing golf clubhouse and accessed via an extension to the existing Country Club Road. It is expected that the resort will be serviced via extension to the existing 200mm gravity within Country Club Road. The size of the resort can be accommodated by the existing 200 mm main as will the 300mm main under fairway 17.

6.6. COLLECTOR / UPLANDS SOUTH / UPLANDS NORTH / MOUNTAIN (ZONE E)

The Collector, Uplands and Mountain Neighbourhoods are all generally elevated above the currently dedicated Sea View Drive. These neighbourhoods are proposed for a mix of uses including townhouse, low and mid-rise apartments and a community space and fire hall near Collector lands. As these areas are located in terrain with elevations generally above that of the proposed gravity main within in Sea View Drive, it is expected minimal to no pump stations will be required. The Uplands North (UN) neighbourhood will likely have sewer main in the public open space to avoid pumps. A strata owned pump station is likely required for the easterly portion of UN lands unless a creek crossing is permitted. There is a strata pump that will be required in the US development immediately above the golf course. Following detailed design analysis there may be other areas that require private strata owned pump stations.

6.7. FUTURE STUDY AREAS

The original PLA indicated development in the Highlands area at the east end of the property between Phyllis and Furry Creek. It would have gravity flow to the rest of the development, however, due to the distances involved may trigger a separate WWTP. There is another potential area of development opposite the Mountain neighbourhood which would tie into the Upland North network. This would be reviewed at the time if this area was brought forward for rezoning in the future.

7. CONCLUSION

The proposed zoning of the lands is largely consistent with the original plans, engineering and Preliminary Layout Approval. The development zones have not changed. The original vision for the community was 920 residential units in single and multi-family format, golf course, resort, commercial amenities and a commercial marina. This has evolved to 920 residential market units, 120 additional non-market units, a commercial village centre and resort facilities.

Creus has reviewed the existing sanitary reports and drawings. The proposed rezoning will not require any works that are beyond normal works required for development. None of the existing infrastructure requires upgrade other than the WWTP which was previously identified. The existing lot for the WWTP is adequate to accommodate the ultimate buildout. The current WWTP permit (PE-10931) allowing 1900m³/d is adequate based on current demands. As the development grows this permit will need to be amended to meet the revised ultimate expansion build-out. This is not expected to be required for years to come. This will be done under MWR, or other more current legislation that may be in force at that time.

The Furry Creek development is consistent with the SLRD Official Community Plan (OCP) and Regional Growth Strategy. As per the OCP, "The objective for the Furry Creek neighborhood is to continue to recognize the Planned Community designation and encourages adequate provision of community facilities and public open space as development proceeds." The proposed development fits well within in this objective. The proposed development zones are consistent with the original planning and have the support of the environmental, geotechnical, traffic management, landscaping and Civil infrastructure consultants in confirming they are suitable for their intended use.

Creus is recommending upgrades to the flow monitoring of the system. This will include more detailed tracking of well data, installation of a meter for domestic flows at the clubhouse, flow/hour meters on the sewage lift stations and calibrating and upgrading flow measurement systems at the WWTP. Creus is also recommending an initial I&I study be done on the collection system once the flow meters are installed on the existing pump stations.

The flow meter requirements set out in the Master Plan to be installed immediately following Furry Creek re-zoning approval. The flow meter requirements include the two existing pump stations, re-calibration of the existing effluent flow meter and a water meter in the Golf Course Clubhouse. A minimum of 5 years of water consumption and sewage flows are required to support a future variance to Bylaw 741 for treatment plant design. Inflow and Infiltration study work set out in the Master Plan start immediately following Furry Creek re-zoning approval and be completed within a two year period.

WSP has recommend influent sewage quality be analyzed. This is a general requirement of standard operating procedures. Fine Peace to work with SLRD operator, and supplement where required, testing to ensure quarterly sampling for a minimum period of five years. Parameters shall include BOD, TSS, Nitrogen, Phosphorus and Fecal Coliform. This will supplement effluent quality data required under the existing Permit.

The development as shown is viable and can be designed and constructed using standard engineering design and construction standards.

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Permit to Practice #1001543

8. APPENDICES

- Appendix 1: CONTEXT PLAN
- Appendix 9: REZONING PLANS
- Appendix 10: INFRASTRUCTURE AND ROAD PLANS
- Appendix 14: WASTEWATER REPORTS AND DRAWINGS
- Appendix 21: HISTORICAL SUMMARY OF LANDS
- Appendix 24: WSP REVIEW AND RESPONSES

Schedule "B"

Furry Creek Updated Waterworks Master Plan

File No. 14305
March 2020
Rev 4: October 2021

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1. INTRODUCTION

An original Rezoning Design brief was submitted to the SLRD in May 2019 and revised in September and November of 2019. The SLRD retained WSP to review details regarding, Water, Storm and Sanitary infrastructure. WSP requested a separate Master Plan for each utility. Creus submitted a separate Water Master Plan in March, 2020. WSP provided a review memo dated May 01, 2020 and a follow-up memo dated May 29, 2020. This report has been updated to address comments raised in the memo.

The Furry Creek lands are an assembly of private lands that were created in the early part of the last century and assembled together and sold to Tanac Lands in 1990. The lands are within the SLRD in Area D located approximately 30 km's North of West Vancouver and 15 km's south of Squamish. The original subject property comprises approximately 1036 acres and is just south of Britannia Beach along the Howe Sound. The project extents are shown in Figure 1 which is also included in Appendix 1: as a full-size plan.

Planning for the Furry Creek community began in 1990 following the purchase of the property by Tanabe Corporation of Japan under the Canadian company, Tanac Land Development Corporation. Since the lands are in an unincorporated area, an application was submitted to the Ministry of Transportation and Highways, and in 1991 Preliminary Layout Approval (PLA) was granted for a complete community comprising a golf course, up to 920 residential units, a 300 room resort or hotel, marina, commercial and community facilities. This PLA was reissued a number of times based on a number of studies including geotechnical studies by Thurber Engineering, Water studies by Thurber and Brown Erdman, road designs, sewage treatment studies, archeological reviews and foreshore and upland environmental assessments. The development areas were identified as Marina, Waterfront, Benchlands, Uplands, Northwest, Northeast, Mountain and Highlands. Currently there is 56 townhouse units in Oliver's Landing strata, an 8,000 ft² community building, 12-unit single family strata at Oceans Crest at the south entrance, 4 duplex lots (1 duplex built) and 90 single family lots as well as the Golf Course and clubhouse.

In 2017 Fine Peace Furry Creek Developments Ltd (FPFCD), the Canadian subsidiary of an international company active in the development of golf course and resort oriented residential communities, purchased the holdings of Burrard Group. In 2018, it acquired the Tanac Lands from Parklane Homes. FPFCD is determined to realize the original vision of a complete recreational/residential community at Furry Creek, with a variety of housing choices, neighbourhood village retail space, resort facilities, a residents'-only marina, community facilities and an extensive open space and trail network.

Creus Engineering Ltd. has been retained by FPFCD to provide a review of the civil servicing requirements for the above project which includes site access, water works, sanitary collection and treatment, stormwater, outside utilities, Canada post and solid waste management. One of the Principals of Creus had previously been an employee of Tanac during the development stages and had worked as a consultant for Tanac, Burrard Group and Parklane on the project.

The lands are part of an overall zoning proposal. Creus prepared a Master Plan in support of the zoning. This report formed part of that submission but has been segregated for convenience. The Appendix numbers have been maintained from the original reports.

Each subdivision requires approval of the Provincial Approving officer. The subdivision process would include referrals to all relevant regulatory authorities including CN rail when works are adjacent to rail, Ministry of Transportation and Infrastructure (MOTI) roads division for any public roads or roads accessing public road, BC hydro when adjacent to Hydro ROW, DFO and FLNRO in relation to environmental concerns, Vancouver Coastal Health (VCH) to confirm that the water system expansion is permitted for expansion and that the operating permit is in good standing and can accommodate the additional demand, Waste Management Branch to ensure that the WWTP permit is in good standing and that the additional flows can be accommodated by the permit. The SLRD has always played a significant role in any subdivision as the local governing authority but also as it related to SLRD being the agency that owns and manages the water system, the sanitary sewer system, streetlights, diking, public open space and fire protection. As such each subdivision will have to gain a significant number of permits and approvals from all levels of government including geotechnical sign offs, environmental approvals and confirmation of water and sewer servicing. It is a reality that all roads, services and subdivision will have to meet all provincial and federal regulation and be designed and constructed in accordance with the most recent version of the Electoral Area D subdivision and Development Servicing (Planned Communities) Bylaw No. 741, 2002.

This Master Plan will provide a review of the existing water infrastructure capacity. It will also define any special design requirements / offsite upgrades required to service the proposed development.

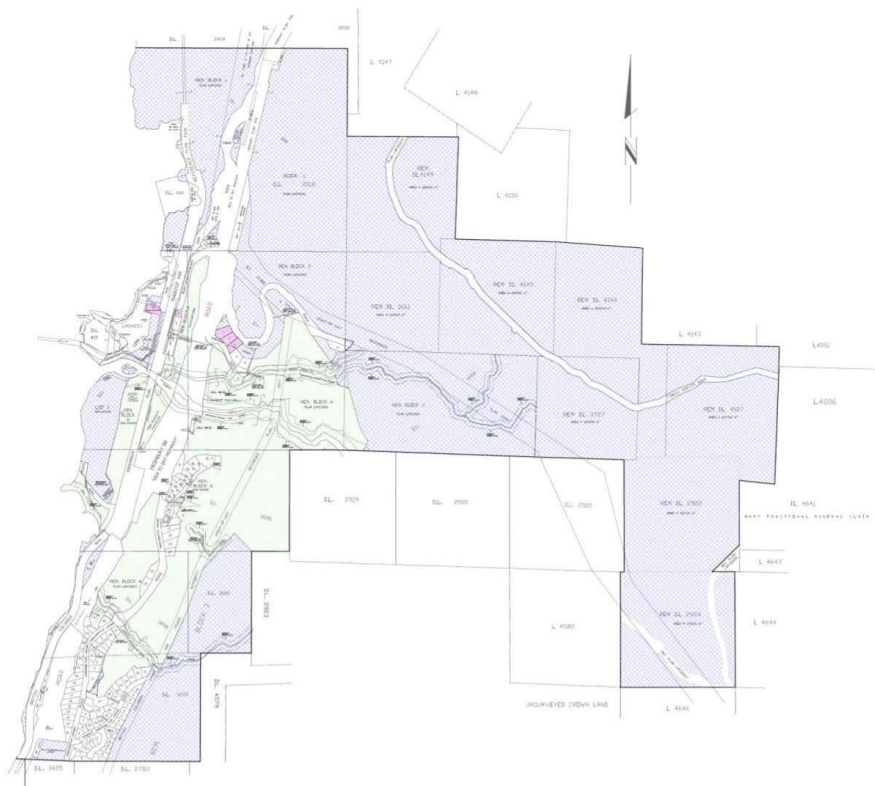


Figure 1: Context Legal plan from Bennett

2. WATER

Original studies for water supply were conducted by Brown Erdman starting in 1990, with further work by Thurber engineering. Since that time the water system has undergone ongoing study as well monitoring. There are monitoring wells on the property that are routinely checked to detect the presence of indicator chemicals that indicate migration of saltwater towards the wells. During the period that the irrigation well was being used exclusively for golf course irrigation needs with no regulation of pumping rates, indicator levels did rise but not to the point that levels in the P1 wells were compromised. Pressure was exerted on the golf course to abandon that irrigation well and move to surface water which was accomplished in 2008. Copies of key studies and information are included in Appendix 11. Hunter Laird reviewed water supply in their report of 2012.

The original Engineering planning was done by Westmar Consulting in their report of 1990. This was updated by Reid Crowther and Partners Limited (RCPL) in their Infrastructure Report of 1992. An independent assessment was done by Kerr Wood Leidal for SLRD in 1998 which listed recommended upgrades to the sewer and water system. Hunter Laird were retained and

prepared a "Waterworks Master Plan" dated April 2012. While the sewer and water layout has evolved somewhat, the general plan is consistent with what was previously intended going back to the 1992 reports. All of the system upgrades are standard construction requirements. The final location of booster pumps and reservoirs will be dictated by the heights and locations of the buildings. Further to this, Associated Engineering (AE) completed a report dated January 2008 to establish the design criteria for treatment of potable water from the Furry Creek surface water source. AE completed another report dated December 2016 to compare and evaluate options for the future Furry Creek water treatment plant, present feasibility-level treatment concepts and uses life cycle cost assessment to evaluate each of the treatment process options.

2.1. DEMAND AND SUPPLY

An independent water system including groundwater and surface water sources, pump stations, reservoirs and a treatment facility has been built to service the first residential neighbourhoods and golf club to meet both domestic and fire protection needs, as per Fire Underwriters requirements. This water infrastructure is owned by the SLRD. The SLRD funds the operation under a Local Area Bylaw which is detailed as Furry Creek Water Rates and Regulations Bylaw No. 1431-2016. The current water supply is from a well on Lot 8 within the first phase subdivision to the east of Furry Creek Drive and south of Furry Creek. The system will be expanded as required by the various regulatory agencies prior to approval of each subdivision to meet neighbourhood requirements. The existing well is adequate for the existing homes plus another 60 units, at which time a backup system will be required. VCH operating permit currently allows for 300 connections as included in Appendix 12:.

Water Supply Requirements are identified by SLRD and VCH. SLRD requirements are more conservative and the SLRD agreed to an overall residential occupancy being modified to 2.6 people per unit based on the intended land use and census data for the Howe Sound area. This was supported by the SLRD's Master Plan reviewing engineering consultant, Dayton & Knight Consulting Engineers in their letter to the SLRD of June 3, 2008, Hunter Lairds report of April 2012 and AE report of January 2008. This was used in the design of the system to date.

The requirements are detailed in SLRD's Subdivision and Development Services Bylaw No 741, 2002 which has been amended via Bylaw 953 in 2005 and updated in March of 2015. The update in March 2015 included a new provision that reduces the Domestic Demand where the average daily demand of an existing system is proven over a 3-year recent history to be less than 500 lcd. The design criteria detailed in (b) below can be used with the prior written approval of the Director of Utilities. As the existing consumption data shows values of less than 500 lcd the demand calculations below in Figure 2 and Figure 3 are based on the values in 3.1.4.2 (b). The key demand requirements are as follows:

3.1.4.2 Domestic Demand

(a) For developments tying into existing water systems:

Average Daily Demand	600 L/capita/day
Maximum Daily Demand	1,500 L/capita/day
Peak Hour Demand	2,700 L/capita/day

Where the average daily demand of an existing system is proven over a minimum 3-year recent history to be less than 500 lcd, the design criteria detailed in (b)

(b) For new developments with independent water systems:

Average Daily Demand	500 L/capita/day
Maximum Daily Demand	1,000 L/capita/day
Peak Hour Demand	2,000 L/capita/day

3.1.4.3 Occupancy of Residential Units

Single family 4 per unit

Duplex 4 per Unit

Multifamily 3 Per Unit

Actual values used have been amended and are detailed below.

3.1.4.4 Commercial, Industrial and Institutional Demand

Water demand for commercial, industrial and institutional uses will be based on the specific requirements of the use if known, or otherwise:

average flow over an 8-hour day	0.7 l/s/ha
maximum day demand	1.0 l/s/ha
peak hour demand	2.0 l/s/ha

The exact mix of multifamily and single-family development will evolve over the course of the development. It has been identified by Hunter Laird and Dayton and Knight that census data may provide a better estimate of occupancy per dwelling which is less than the current requirements. Subdivision will require that water supply is in place prior to approving subdivision. Commercial Requirement vary greatly by use. The existing golf course has a very seasonal flow. The current proposal contemplates apartment style multifamily as well as more ground orientated multifamily than the original development scenario which will tend to reduce per unit water consumption. As such hard numbers are not currently fixed but would be at the time of each subdivision. There is however a need to establish that there is viable source of water prior to rezoning.

As such we have made some conservative estimates on the breakdown of uses on the site to match the current zoning request. AE in their masterplan of 2008 recommend using an occupancy of 2.6 people per unit which was consistent with Dayton and Knights review of the Water Masterplan. The occupancy of 2.6 people per unit was established based on the intended land use distribution at the time of the 2008 Hunter Laird report and was approved by SLRD. The layout at the time had a much higher proportion of single family to multi family. It was also taking into account the average Area D population which is predominantly single family. It was derived from the recommended occupancies for the Community as follows:

- Single Family Detached – 3 per unit
- Multifamily attached (<5 stories) – 2.1

Based on the current proposed land use, the supply requirements below have been calculated using the recommended occupancies individually. There are some multifamily attached units in proposed zoning areas greater than 5 stories where the expected occupancies would be less than 2.1 with lower corresponding demand. For the purpose of this exercise these units were conservatively estimated at an occupancy of 2.1 as well. The Domestic Demand for average and max daily demand has been updated to reflect the most recent version of the SLRD bylaw as noted above. The results for maximum daily demand flow and average daily demand flow

were also run at the average occupancy of 2.6 per unit resulting in 3314 m³/day and 1806 m³/day respectively. It is felt the 2.6 is overly conservative given the percentage of multi family but was calculated to check the redundancy of the design. Following a review, the supply requirements have been updated for both multi family and single family to have a 2.6 capita.

Maximum Daily Demand Flow						
Use	Description	Units	Capita	l/c/d	Supply Requirements	
					m3/day	l/s
Residential	SF	198	2.6	1000	514.8	5.96
Residential	MF	722	2.6	1000	1877.2	21.73
Non-Market Housing	Small MF	120	2.6	1000	312	3.61
Clubhouse	for flow see section 5 Hunter Laird Report 2012 Summer				250	2.89
Golf Maintenance Building	Limited use of washroom and washdown, actually included in the number above Included in overall golf course					
Oliver’s Landing Community Building	Limited use actually included in the Clubhouse numbers from Hunter Lairds Calculation					
Resort Hotel	Units	120	2.6	1000	312	3.61
		Building (sq ft)	Lot (hec)	l/s/ha		
Commercial		20000	0.358	1	31	0.36
Community Commercial		50000	0.229	0.7	14	0.16
Marina	Very minimal with no services allowed 1/10th of a residential unit				3	0.035
Total Demand at Build Out					3314	38.35

Supply Sources			
Total Supply from Surface Water Source	Water license 122587 allows 887,315 m ³ per year and 5850 m ³ /day peak demand	5850	67.71
Existing Well P1, P2 and New WPID 51052	Max allowable yield from aquifer is 10 l/s	864	10.00
Total Available Supply		6714	77.71

Figure 2: Max Day Demands

Average Daily Demand Flow						
Use	Description	Units	Capita	l/c/d	Supply Requirements	
					m3/day	l/s
Residential	SF	198	2.6	500	257.4	2.98
Residential	MF	722	2.6	500	938.6	10.86
Non-Market Housing	Small MF	120	2.6	500	156	1.81
Clubhouse	for flow see section 5 Hunter Laird Report 2012 Summer				250	2.89
Golf Maintenance Building	Limited use of washroom and washdown, actually included in the number above Included in overall golf course					
Oliver’s Landing Community Building	Limited use actually included in the Clubhouse numbers from Hunter Lairds Calculation					
Resort Hotel	Units	120	2.6	500	156	1.81
		Building (sq ft)	Lot (hec)	l/s/ha		
Commercial		20000	0.358	1	31	0.36
Community Commercial		50000	0.229	0.7	14	0.16
Marina	Very minimal with no services allowed 1/10th of a residential unit				3	0.035
Total Demand at Build Out					1806	20.90

Supply Sources			
Total Supply from Surface Water Source	Water license 122587 allows 887,315 m3 per year and 5850 m3/day peak demand	2431	28.14
Existing Well P1, P2 and New WPID 51052	Max allowable yield from aquifer is 10 l/s	864	10.00
Total Available Supply		3295	38.14

Figure 3: Average Day Demand

We have done further review to model what an annual scenario of 3 months of maximum demand and 9 months of Average demand would compare to the licensed water supply. It should be noted that the average already assumes periods of peak design, so this is somewhat of a redundant or conservative scenario.

3 Months of MDD and 9 Months ADD		m3/day	m3/year
3	Month of Max Day Demand	3313.83	302,387
9	Months of Average Day Demand	1805.83	494,346
		Total Yearly Demand	796,733
		Total Year Supply	892,571

Figure 4: 3 Months MDD and 9 Months ADD

We have also run the demand numbers based on the SLRD bylaw 741, 3.1.4.2 (a) Domestic Demand, which was used previously by Hunter Laird in 2012 and AE in 2008 as the Revised 2015 bylaw had not been released at the time of their analyses. The Results are as follows and still fall below the total available supply. Max Day Demand at build out equals 48.83 l/s and Average Day Demand at build out equals 21.60 l/s.

Western Water Associates Limited (WWAL) and Thurber Engineering have undertaken studies on the Aquifer for over 30 years. They have recently done investigations to determine the location for a future well that should provide the volumes necessary to serve another +/- 200 units and the required level of redundancy. This is in addition to the existing operating well and the surface water source that has already been licensed. The additional water supply is for flow required for units currently included in the VCH Operating Permit which allows the build out of Oliver's Landing and the Waterfront.

The drilling of two new wells was completed in consultation with SLRD, in the area of 18th hole of the golf course. The first well was drilling to the east of the existing 18th hole tees. This well encountered bedrock at a shallow elevation and was deemed to not have adequate depth to be a viable production well. Drilling of a second well was completed in April 24, 2019. Testing and assessment of the new well (Well Plate ID (WPID) 51052) located at the Furry Creek Golf Course and Country Club on the east side of the approach to the 18th hole was completed in September of 2020. WWAL has performed a 72-hour pump test of the new well starting on September 15, 2019 to confirm actual yield. WWAL worked with the SLRD to monitor levels in existing well P1 and other monitoring wells during the +/- 10-day period to thoroughly map the aquifer characteristics. This well is not intended to be relied upon to service the entire build out of the community. WWAL's report "Furry Creek WPID 51052 Well Assessment, dated February 2020" outlines that the aquifer can be pumped sustainably at 10 l/s on an annual basis. The existing well P1, in the same aquifer, can be pumped at rates up to 7 l/s, which leaves 3 l/s available to be pumped from other sources. It was found that the new well WPID 51052 long-term yield was estimated to be 3.7 l/s and that pumping should not exceed this on annual basis to mitigate against the potential for saltwater intrusion. Based on SLRD consumption rates, 10 l/s would be roughly adequate for 550 units. This will be refined further as part of the permitting process for the well involving SLRD, VCH and FLNRO and will depend on the mix of residential types and commercial uses. Those 3 agencies are part of the referral process that the Approving Officer will seek support from on any subdivision application. It is expected that ongoing aquifer monitoring for SLRD should be maintained as per the aquifer monitoring plan to improve the understanding on sustainable extraction rates for WPID 51052 and P1.

There is also a well on lot 4 to the east of the railway adjacent to fairway 17 of the golf course, this well is identified as TW06-03. This well is in a different aquifer than existing wells P1 and P2 as confirmed in Piteau and Associates report dated November 2007. This aquifer is estimated to have an average summer yield of 2.2 l/s and an average annual demand of 1.2 l/s. which was deduced based on I1 irrigation well still being operated. WWAL's "Furry Creek –

WPID 51052 Well Assessment, dated February 2020' concludes based on testing data that there was no impact on TW06-03 from pumping WPID 51052 at 8.8l/s for 48-hours, and no impact on P1 and TW06-03 from pumping WPID 51052 at 6.3l/s for 72 hours. TW06-03 well data has not been allowed for in the above supply source calculations and it may be developed as part of the system. If so, it would be able to serve in the range of approximately 80 units.

Further well analysis was done at the convergence of Phyllis Creek and Furry Creek. The silty nature of the soil precluded this from being a viable water source. There are potential further groundwater sources in the Uplands area as well as the Northeast. These are not required to meet the planned build out of the community but will be investigated as the development expands.

Furry Creek, the largest of the various creeks within the site has the largest watershed on Howe Sound. It is the current licensed source for golf course irrigation water. There is an additional water license 122587 File 2002892 on Furry Creek in the name of the SLRD for domestic water. It allows for 195,182,012 imperial gallons a year at a rate of not more than 893 gpm. This is equivalent to more than 67 l/sec for the peak day supply and 28.14 l/s for the average day supply as detailed in the tables above. This exceeds the demand at full build out. The max day demand at full build out is 38.35 l/s and the average day demand is 20.90 l/s at full build out. The surface water source, with treatment plant is intended to be developed and connected to the system in addition to the wells P1 and new well WPID 51052 as well as potential future groundwater sources.

The intake has been constructed with piping extended to lot 8, the location of well P1. The required treatment rate will be determined later in the development depending on the available groundwater sources. AE has prepared a series of concept design for a treatment plant to be placed on Lot 8. This surface source alone, could provide all the water needs for the community. The license for surface water is more than enough for the 1040 units plus golf course and resort use by itself. However, further groundwater sources will be investigated and expanded as the project develops to give a further factor of safety. The existing licensed water supply with the addition of wells P1, P2 and WPID 51052, totals 77.71 l/s max day supply and 38.14 l/s average day supply as detailed in the tables above. Actual water consumption will help to define expected lower actual consumption numbers.

AE prepared a Technical Memorandum No. 2 entitled "Furry Creek Water Treatment Plan Process Selection, Life Cycle Costs and Conceptual Arrangements" dated December 2016. This is contained in Appendix 11: along with other water studies supporting the supply of water. It is expected that groundwater investigation may continue to locate other sources and the surface water source may be reduced but the current needs of the full build out are covered by the licenses currently in place. AE provided a design that does fit on Lot 8, where the current well is. The SLRD approved that masterplan in August of 2012 subject to the site being proven to be adequate. Creus has identified below additional opportunities if the land size is larger than currently shown in the AE drawings.

It has been brought to Creus' attention that there were some concerns brought forward during the review of the AE Masterplan relating to the ability of the area of lot 8 to meet the spatial needs of the plant. AE gave a number of layouts that could be used that fit on the land. Fine Peace owns the golf course adjacent to lot 8 and could expand that lot if it is needed beyond the current design. The lot 9 site, 200 m south of the Furry Creek Intake is also available at the entrance intersection given the revised location and layout for the Community Centre and Village Centre at the SW corner of the intersection, kitty corner to Lot 9. This could provide the

necessary area if lot 8 is deemed not preferred. Fine Peace will provide a Covenant on 300 m² of golf course land approximately 15 m x 20 m south of lot 8 on the Golf course lands for future Water Treatment Expansion if required for the buildout and if Lot 9 is deemed less preferred. This will remain in place until such time as the final treatment plant design requirements are established.

A Golf course irrigation well was constructed on the far side of the Creek known as I1 and rated at 225 USGPM. Its use for irrigation has been discontinued since 2008. The intent at the time of the initial subdivision was that the irrigation well could be converted into an emergency backup for domestic water. While reports have indicated this is not suitable as an ongoing production well, this will be maintained as an emergency back up well. Additionally, the well is currently used to supplement Middle Creek to meet low flow conditions for fish habitat as an obligation of Furry Creek Power Project under an agreement between the power company and the golf course. The Golf Course irrigation is now sourced via a surface Water License #104289, off of Furry Creek held by the golf course. There is test well on lot 4 TW06-03, adjacent to the propane tank which draws from a separate aquifer. It is noted in the same letter mentioned above, to have yield on order of 1 to 2 l/s. The land is owned by Fine Peace. The potential to develop this well will depend on the overall water balance however the identified sources of P1, WPID 51052 and Furry Creek water licenses are currently adequate for build out.

2.2. WATER QUALITY

The existing groundwater supply has been tested on a yearly basis and consistently complies with the drinking water quality standards of the Canadian Safe Drinking Water Act. The risk of saltwater intrusion is continuing to be monitored but all evidence supports that it is retreating based on the reports contained in Appendix 11:. The current treatment is injected chlorine with no expectation this will change.

Raw water drawn from Furry Creek will require both filtration and disinfection. This is detailed in AE report on the surface water treatment included in Appendix 11:. There may be a requirement for circulation pumps and re-chlorination stations, however this is less likely with the higher percentage of expected multi-family units. This will be reviewed in detail at each phase of the development to determine if there is risk of not maintaining residual chlorine levels above 0.2 mg/L. Test ports will be integrated into the system in consultation with VCH to provide secure access for testing.

The raw surface water contains organic carbon varying seasonally from 0.6 to 4.0 mg/L with the majority present as dissolved organic carbon (DOC). Currently, specific treatment to reduce DOC is not included in the water treatment plant but the provision will be made in the plant design for the future addition of treatment, should the future operational data show the need for treatment in the Furry Creek distribution system. AE recommended not to include for the treatment of DOCs at this time but monitor and update as necessary. The proponent will monitor the system and perform tests to identify the need. This is discussed in detail in the AE report No.1 Furry Creek Water Treatment Plant Design Criteria dated January 2008 included in Appendix 11:.

Analysis of chemistry from water sample collected at the end of the new well test showed that the groundwater from WPID 51052 was within the guidelines for Canadian Drinking Water limits. WWAL will be documenting this in their report.

2.3. DISTRIBUTION AND STORAGE

The revised masterplan identifies the proposed extents of development that are generally consistent with intents of the previous masterplans. The total development under the original PLA was 920 units in single and multifamily set up, 300 room resort, golf course and commercial Marina. The current rezoning application indicates 920 market housing in single family as well as ground orientated and apartment style multi family, golf course and 120-unit resort with supporting commercial and community amenities. The Community elements range in elevation from 4.5 m to 370 m in the mountain area. A series of pump stations and reservoirs was identified by RCPL in their 1992 report and was updated in the Hunter Laird report of 2012. The current plan will require modification to the 2012 report. General description of the servicing layout is described below however the final location of booster pumps and reservoirs will be dictated by the heights, size, number and locations of the buildings. All of the system upgrades are standard construction requirements. We have detailed the needs of the various neighbourhoods generally below and there is an updated water servicing concept masterplan included in Appendix 10. For the water storage requirements and pipe sizing the maximum build-out of the neighbourhoods has been updated and used to size the storage and pipe sizing. This is based on the most recent architectural layout and reflects an overall unit count of approximately 1600 dwellings. This unit count is in excess of max allowed units for the community per zoning but allows for units to be redistributed between neighbourhoods as well as potential future infill that might result from future zoning changes. The current expectation is that the total number of units is fixed at 920 market plus 120 non market along with resort, golf and commercial, the actual distribution between neighbourhoods may adjust over time and this has been allowed for in the conservative design approach. It is understood that each phase will require passing through a process of Development Permit, Subdivision and Building Permit. This will require sign off from VCH, SLRD and Waste Management Branch. Each unit will have to go through a process to prove out there is adequate servicing and that the lands are safe for their intended purpose. Final distribution, pump station and reservoir sizing would be done at the time of development when the building densities are known. An additional 10% for future growth is recommended at that time.

Water Supply Requirements are identified by MMCD, SLRD and FUS. SLRD requirements are more conservative and have been used in the design of the systems to date as amended by the agreed occupancy that was supported by the SLRD's Master Plan reviewing engineering consultant, Dayton & Knight Consulting Engineers in their letter to the SLRD of June 3, 2008. The Requirements are detailed in SLRD's Subdivision and Development Services Bylaw No 741, 2002 which has been amended via Bylaw 953 in 2005. All buildings within Furry Creek were required by the design guidelines initiated by the developer in 1993 to be sprinklered. SLRD required sprinkling under their Bylaw 879 in 2003. All buildings in the community will be sprinklered which affects fire flow and storage requirements. Fire separation would be used to limit the maximum size of building areas. Concrete will be used in buildings over 6 stories. Fire flow demand is to be based on the latest edition of "Water Supply for Public Fire Protection – A Guide to Recommended Practice", by the Fire Underwriters Survey (FUS) as prequalified by SLRD bylaw section 3.1.4.5 detailed below.

The key demand requirements are as follows:

3.1.4.5 Fire Flow Demand

1. Fire flow demand will be based on the latest edition of "Water Supply for Public Fire Protection – A Guide to Recommended Practice", Fire Underwriters Survey.

2. The following minimum fire flows will be provided where the development is not protected by automatic fire sprinklers:

single family and duplex	60 l/s
2 story multifamily	90 l/s
3 story multifamily	120 l/s
1 or 2 story school	90 l/s
3 story school	120 l/s
commercial and institutional	150 l/s
industrial	200 l/s

3. If buildings are provided with automatic sprinkler systems protecting the entire building, the minimum fire flow may be reduced to the greater of:

(a) the minimum fire flow calculated in accordance with the Fire Underwrites Survey Guide allowing for automatic fire sprinklers; or

(b) the minimum flow required to support the automatic fire sprinkler systems plus all other water requirements for fire fighting purposes on the development.

4. If a water main is extended, it must be sized to provide the appropriate minimum fire flows to each existing land use fronting the extended main in accordance with the above, or, the size shall be based on the type of development permitted by the current zoning on each fronting property.

All of the development buildings, including dwelling units, are to have automatic sprinkler protection and apartment style multi family and large ground oriented multi family would have fully monitored alarm systems. Also, the zoning will require that buildings over 6 stories will be of concrete construction. The required fire flows have been calculated on the basis of the Underwriters Survey for the building areas and occupancies being serviced or the fire flows listed in 3.14.5.2, whichever is greater. These fire flows would be recalculated at the time of development to reflect the actual proposed development scenario as well as potential future infill development of 10%.

3.1.4.6 Water Pressure

maximum allowable pressure	1,035 kPa
minimum pressure at peak hour demand	300 kPa
minimum pressure with fire flow and maximum day demand	150 kPa

3.1.6.2. Reservoir Capacity

Reservoir capacity shall be not less than the greater of:

- the one-day average annual consumption for the service area, or
- the total Storage Requirement A+B+C where:

- A = Fire storage to meet the Fire Underwriters Survey Guidelines with not less than the fire flows for the highest fire demand in the service area as specified in these design criteria.
- B = Equalization Storage of 25% of maximum day demand of service area.
- C = Emergency Storage of 25% of A + B.

3.1.7 Pump Stations

Pump stations, where required, shall be designed to suit the particular circumstances. Pump stations shall be designed to meet maximum daily demand with the largest pump out of service and balancing storage on line.

The actual pipe sizing, reservoir sizing and elevations will be driven by the final layout of buildings, building size and building type. The current expectation is that the total number of units is fixed, however the actual distribution between neighbourhoods may adjust over time as well as the building size and type. It is understood that each phase will require passing through a process of Development Permit, Subdivision and Building Permit. At this time, it will be a requirement to prove out the adequacy of servicing and ensure the lands are safe for their intended purpose. The Masterplan does not include detailed calculations or design but does provide general expected sizing and demands in the communities. The size of reservoirs has been determined by the domestic demand for the servicing area based on assumed number of units as well as the largest area in a fire protection zone to SLRD standards. At the time of the reservoir design, detailed calculation will be made based on the number and type of units planned at that time. These will be determined as each new subdivision is brought forward.

The preliminary sizing of mains, booster and reservoir are shown in Figure 5, Figure 6 and Figure 8.

Oliver's Landing

The existing 56 townhouses are serviced by a watermain in existing Zone 1a-80 m HGL Zone fed by Reservoir 1 and reduced by PRV 1b & 1a. There is adequate storage and pressure to complete the remaining townhouse units on lot 1 as well as the mixed commercial/residential on lot 4 with no upgrades.

Lot 2, Waterfront South

Lot 2 is on the waterfront to the immediate south of Furry Creek. It will be accessed by a bridge from Oliver's Landing. To loop the system, the Oliver's Landing watermain will be extended across the bridge and connected with a watermain installed under the highway and the railway from the south entrance which was installed at the time of the interchange. The intent is to develop this area as a series of mid-rise apartments. There is adequate storage and pressure for this unit from the existing Reservoir 1 in the 1a-80 m HGL Zone.

Marina Neighbourhood (Hunter Laird Parcel 2)

The Marina Neighbourhood is immediately to the North of Oliver's Landing and is accessed by the public road that crosses the rail and has elevations from 5-20 metres. The watermain in the 80 HGL Zone is currently extended to the parcel edge. The proposed development is a series of mid to low rise apartment buildings. There is adequate storage and pressure for this unit from the existing Reservoir 1 in the 1a- 80 m HGL Zone.

Northwest (Hunter Laird Parcel 4)

The Northwest (NW) neighbourhood is in the Northwest Corner of the site west of the highway. It will have access off Howe Sound Drive via an intersection that was roughed in at the time of the interchange construction. This will be a combination of uses with the potential for duplex, resort, townhouse, low rise and mid-rise apartments. The elevations for development range from 35 metres to 150 m. A booster station will be required which was identified as Booster Station Number 4 in Hunter Laird Report. This is labelled as Booster Station 1, at an approximate elevation of 95 m. This may reside on lands owned by Fine Peace adjacent to Howe Sound Drive on the east or the west or in the MOTI ROW. Hunter Laird identified a future reservoir on Crown lands to the north. The current development plan is to extend a bridge across the highway from the NW to the Northeast (NE) to provide access to the NE neighbourhood. The watermain from the booster would be extended to a new reservoir in the NE labelled as Reservoir 2 with a TWL of approximately 195 m. PRV 2a may be required to regulate pressures to 125 m HGL in the lower portion of the NW and thus connected to zone 1. The remainder of the NW will be considered part of Zone 2. The Booster 2 will be sized to accommodate the MDD flows of the upper NW and all of NE per SLRD requirements. The final calculation will be updated as the details of the final development needs are established. Watermains will be designed to accommodate the greater of MDD or PHD plus Fire flow in the area per SLRD requirements.

Northeast

The Northeast (NE) lands are across the highway from the Northwest (NW) lands and immediately below the Mountain Neighbourhood. The lands were shown as being accessed from the Mountain area in previous planning exercise. Creus has met with MOTI to discuss the potential for a bridge crossing Highway 99 from the Northwest. It is viewed that this is more efficient from an access and servicing perspective and results in less clearing and earthworks. MOTI indicated they did not see an obvious reason not to consider this option and have requested that further design work be done. The NE neighbourhood would be serviced by Reservoir 2 and would be in the Zone 2-195 HGL zone.

Collector

The Collector Neighbourhood is the area along the currently dedicated Sea View Drive which provide access to Reservoir 1. The route was graded to allow for the installation of the watermain to the reservoir. This neighbourhood is proposed for a mix of uses including townhouse, low and mid-rise apartments, community space and fire hall. This land is within Zone 1 and has adequate pressure and flow from Reservoir 1 in Zone 1-125 HGL. Note there is a portion of the lands in the collector that have development potential that would be at the limits of the 125 m HGL. This could be addressed by having that main be from above Booster Station 3 and be looped back into the collector via PRV Station 3a.

Resort/Clubhouse

The final location and massing of the resort is still to be resolved. It is expected to be located within Zone 1. If it is massed as a large unit it may trigger a larger fire flow than is currently allowed. This can be addressed by adding a cell to the existing Reservoir 1 which was allowed for in the reservoir design and would be part of Zone 1-125HGL. If the resort is built after Reservoir 3 is constructed, that would not be necessary. As well if the waterfront is built-out

prior to another reservoir coming on line the existing Reservoir 1 could be slightly under capacity. Hunter Laird has indicated "As increasing the size of the reservoir for the small amount of the shortfall (135 cu.m.) would not be practical and considering that the Golf Club House would not likely have a maximum day demand simultaneous with a fire at the Clubhouse, the current reservoir storage capacity is deemed adequate to service the lower pressure zone service areas. As soon as either Reservoir 2 or 3 is constructed, the small shortfall in capacity would be more than offset with the total combined capacity of the storage reservoirs." This would be reviewed as each subdivision is brought forward this would be reviewed in detail.

Uplands (Hunter Laird Parcels 6 & 7)

The Uplands are above the existing Reservoir 1 along an extension of Sea View Drive on both the North and South sides of the Hydro Transmission ROW. There would be a Booster Station 3, approximate elevation 125 m in the area of the existing Reservoir 1 which would pump to a future Reservoir 3 with an approximate TWL of 280 m. This is proposed to have a separate high-pressure fill line for the first approximately 700 metres to avoid excessive number of booster pump stations. This would trigger the need for PRV 4 at approximate elevation of 180 m. The size of the reservoir would be dictated by the largest unit to be protected for fire protection. This would service Uplands South.

Booster Station 4 at approximately 250 m would pump to reservoir 4 at TWL of 400 m. Again, the first 500 m would be a dedicated high-pressure fill line to avoid excess booster stations. This is consistent with Hunter Laird recommendation of having pump station service two zones. This would service the units in Uplands North. In order to boost circulation a loop would be constructed between Uplands North and Uplands South which would trigger a PRV 4b at approximate elevation of 225 m.

Mountain

The Mountain area is immediately west of Uplands North with the highest developable area at an elevation up to 370 m. The area can be serviced by Reservoir 4 at TWL of 400, which would meet the fire protection demands.

Porteau Bluff Lands

There are 3 single family lots proposed at the southwest corner of Stonegate Drive and Furry Creek Drive. These are within Zone 1-125 TWL and have adequate pressure and flow from Reservoir 1.

Upper Benchlands (Hunter Laird Parcel 8)

The Upper Benchlands are located immediately east of the BC Hydro lines to the east of the existing Stonegate Neighbourhood with lands both north and south of South Creek. It is accessed by an extension of Stonegate Drive. There is an existing 250 mm main that was designed to be extended to service those properties. Stonegate is currently serviced by Booster station 1 on the south side of Stonegate Drive east of Furry Creek Drive. Depending on the final extents of development, this could service a first phase of units north of the creek immediately above the BC Hydro ROW at elevation of approximately 125 metres. If additional development is to proceed the booster station would be adapted to pump to a Reservoir 5. The location of Reservoir 5 would vary depending on the extent of the development. This may be serviced by an adapted Booster Station 1 or alternately if the development is more extensive, Booster

station 5 may be required. The addition of a reservoir will likely trigger the need for a PRV to protect the lower lots along Stone Gate drive. Its location would be driven by the location of the reservoir. The preliminary sizing of mains, booster and reservoir are shown in Figure 5, Figure 6 and Figure 8.

Future Study Areas

The original PLA indicated development in the Highlands Area at the East end of the property between Phyllis and Furry Creek. It would require an additional reservoir and require upgrades to Pump station 4. At the time of the Uplands Development, the pump station will be designed to accommodate future changes that is viewed as viable. Alternately further development in the Mountain area is possible. This would not change the pump station, but could affect the size of Reservoir 4. This would be reviewed at the time of those developments.

General

The elevation gains will require 10 pressure zones depending on final configurations and development extents. These are to be managed with pressure reducing stations to keep distribution mains to within domestic pressure requirements. The actual fire flows, fire storage and duration of fire require the fixed size of units and number of buildings. These will be determined on a phase by phase basis.

Key pieces of infrastructure include the following reservoirs in Figure 5 below. The reservoir would be required to be designed per section 3.1.6.2 of the bylaw and include Fire Storage to meet FUS guidelines, Equalization storage of 25% of maximum day demand of service area and emergency storage of 25% Fire and Equalization. The final size and number of buildings is required to calculate the reservoir storage.

Infrastructure Element	Elevation (m)	Lands Serviced	Approx. Storage requirement (m3)
Existing Reservoir 1	TWL 125	Oliver's, Benchlands, Porteau, Collector, Marina, Waterfront, Clubhouse	Existing 1475
Reservoir 1a	TWL 125	Only if Storage and Equalization requirements exceed the current capacity prior to further reservoir being added	+/- 545
Reservoir 2	TWL +/-195	Northwest and Northeast	+/-1205
Reservoir 3	TWL +/-280	Uplands South, Collector North	+/- 1235
Reservoir 4	TWL +/- 400	Uplands North, Mountain	+/-1164
Reservoir 5	TWL +/- 245	Upper Benchlands	+/- 1164

Figure 5: Reservoir Sizing

Pump stations will be designed to provide sufficient capacity to pump maximum daily flows of the built-out area and are shown in Figure 6 below. The Maximum day demands can not be determined until number of units and sizes are determined. The pump stations are arranged to cross no more than one pressure zone.

Infrastructure Element	Elevation (m)	Lands Serviced	Min Pump Capacity l/s	Vertical Head (m)	To Reservoir
Existing Booster 1	95	Stonegate	4.92		for Zone 5a and to future Booster 5
Booster 2	+/- 95	Northwest and North East	+/-4.5	100	Reservoir 2
Booster 3	125	Uplands South	+/- 7.8	155	Reservoir 3
Booster 4	250	Uplands North, Mountain	3.1	150	Reservoir 4
Booster 5	150	Upper Benchlands	+/-3.0	95	Reservoir 5

Figure 6: Booster Pump Capacity

To maintain the domestic distribution pressures Pressure Reducing Valve stations will be required as detailed below in Figure 7. Based on the current assumptions this would be required in the following locations.

The capacity of the PRV will be determined by the potential fire demand of the lower pressure zone which the PRV would feed. To calculate the flows the building sizing and final reservoir placement would be required.

Infrastructure Element	Elevation (m)	Lands Serviced	HGL(m)
PRV 1a, 1b	10	Existing, Oliver's, Marina, Waterfront	80
PRV 1c	10	Waterfront	80
PRV 1d	25	Lower Collector, if required	80
PRV 2a	95	NW Lower	125
PRV 2b	95	NW lower	125
PRV 3a	125	Lower Uplands South, Upper Collector	125
PRV 3b	175	Lower Uplands North and Upper Collector	225
PRV 4a	250	Uplands North	280
PRV 4b	240	Upland South Lower	225
PRV 4c	300	Uplands North Upper	325
PRV 5	150	Stonegate	245

Figure 7: PRV HGL

This would lead to the following Pressure zones in Figure 8 below.

Zone	HGL	Building Ground Elevation	Static Pressure Range	Neighbourhood	Backbone Main Distribution Size	Service by Reservoir
1a	80 m	5-36 m	450-750 kPa	Marina, Oliver's, Waterfront,	250	1
1	125 m	25-93 m	300-980 kPa	Clubhouse, Collector, Lower Benchlands	Ex.350 from Res.to 300 to 250	1
2	195 m	95-150 m	430-965 kPa	Northwest, Northeast	300	2
3a	225 m	125-180 m	440-980kPa	Upland South Lower and Upper Collector if required	300	3
3b	280 m	179-245 m	325-990 kPa	Uplands South	300	3
4a	325 m	240-275 m	490-830 kPa	Uplands North	300	4
4b	285 m	250-190 m	335-930 kPa	Uplands North	250	4
4c	400 m	320-365 m	330-780 kPa	Mountain	300	4
5a	180 m	80-125 m	535-980 kPa	First Phase of Upper Benchlands using the existing system	250	Existing Booster 1 Fire Pump
5b	245	160-215 m	350- 910 kPa	Upper Benchlands if reservoir is triggered	250	5

Figure 8: Pressure Zones and backbone Distribution Main sizing

2.4. FIRE PROTECTION

Furry Creek is served by the Britannia Beach Volunteer Fire Department (BBVFD), under the direction of Fire Chief David Rittberg. BBFD provides exterior structural fire suppression, vehicle fire response and interface fire assistance to Furry Creek under the authority of SLRD Establishing Bylaw 1032-2006. This service covers Britannia Beach, Furry Creek and the non-wildfire interface portions of Porteau Cove. The BBVFD boasts a healthy, 28-member roster. Of these, 5 members (including the Chief) reside at Furry Creek. There are currently discussions underway with Lions Bay and District of Squamish to provide Mutual Aid in the event of emergency need.

The existing SLRD owned water system is designed to meet FUS requirements for pressure, flow, volume, hydrant spacing and emergency service vehicle access. New phases of the community will continue to meet these requirements. The BBVFD is however, trained and equipped to pump and shuttle water for interface needs if required. The department is also trained to draft from any surface water sources, including the ocean, if necessary.

Under the terms of the Upland Covenant, the developer is obligated to provide a site and contribute to the funding of a future Fire Hall. The developer is also prepared to contribute to the

funding of new equipment, and training and support to provide firefighting services for taller buildings, as proposed within the community.

Furry Creek has historical precedence for sprinkler protection and it is required under sprinkler bylaw 879 – 2003 mandating fire sprinklers in all buildings including all existing buildings on site. Existing fire safety reports and bylaws are included in the Appendix 17:. The existing community enjoys a Dwelling Protection Grade (DPG) of 3A. It is understood that the intent would be not to lower the existing protection of resident, but also not unduly burden them financially.

A report by Jack Blair and Doug Dymond has been submitted to SLRD. Jack Blair is familiar with the site and had previously prepared a fire safety report for the SLRD in 2013. Their preliminary findings indicate that a Mutual Aid Agreement with the District of Squamish and possibly Village of Lions Bay should be entered as per the original intention at the start of the development. This has been met with generally positive feedback with both municipality Fire Chiefs. Concerns have been raised on expansion of the system to address taller buildings. Lot 4 in Oliver's landing is currently zoned for 4 stories. Porteau Cove has zoning for up to 6 stories. To meet fire requirements for building over 6 stories additional equipment and training is required as well as needing a new fire hall to meet distance requirements. Fine Peace has indicated a willingness to provide the financial resources required. There will also be a program to encourage staff to become members of the BBVFD. This does not address the forces' current exterior attack status and concerns in regards to expanding their obligation towards interior attack until certain thresholds are met.

Discussions have also taken place with the Sicamous Fire Department (FD) as to their operating guidelines for tall building response as they have a 7-storey building and are a very small department with just 1 paid member. The Sechelt FD is quite a small department and it has a 6-storey building within its jurisdiction. The Parksville FD has to deal with a 10-storey concrete building and the Big White FD has a 9 storey older building within its jurisdiction. Discussions will also take place with Harrison Hot Springs and other volunteer fire departments that must attend to taller buildings.

A number of additional fire safety design features were identified in the Jack Blair report and will be considered to help address possible fires in taller buildings. They include video cameras on each floor and intercoms on every 2 floors. In this way, when the FD arrives at the annunciator panel, they can see video of the floor in question and begin a size up and Incident Action Plan without going up to the floor. This could work very well at Furry Creek as the FD could implement some actions while awaiting Squamish FD and Lions Bay FD. The Blair report also identified the need to address interface fires and Fire Smart goals are addressed in the design guidelines that have been submitted to the city. In May of 2020, the SLRD has retained a fire consultant to review the proposed emergency services in the Howe Sound East area. Further Feedback was provided that resulted in concept plans for the Firehall to be located in the Collector neighbourhood.

3. CONCLUSION

The proposed zoning of the lands is largely consistent with the original plans, engineering and Preliminary Layout Approval. The development zones have not changed. The original vision for the community was 920 residential units in single and multi-family format, golf course, resort,

FURRY CREEK
UPDATED WATERWORKS MASTERPLAN

JOB NO. 14305
OCTOBER 2020

commercial amenities and a commercial marina. This has evolved to 920 residential market units, 120 additional non-market units, a commercial village centre and resort facilities.

All water supply and engineering reports have been updated. There is adequate licensed water supply for the build out and a design in place with tenure to lands to build it.

The Furry Creek development is consistent with the SLRD Official Community Plan (OCP) and Regional Growth Strategy. As per the OCP, "The objective for the Furry Creek Neighborhood is to continue to recognize the Planned Community designation, and encourage adequate provision of community facilities and public open space as development proceeds." The proposed development fits well within in this objective. The proposed development zones are consistent with the original planning and have the support of the environmental, geotechnical, traffic management, landscaping and civil infrastructure consultants in confirming they are suitable for their intended use.

The development as shown is viable and can be designed and constructed using standard engineering design and construction standards.

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Permit to Practice #1001543

4. APPENDICES

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Appendix 9: REZONING PLANS
Appendix 10: INFRASTRUCTURE AND ROAD PLANS
Appendix 11: SUMMARY OF REPORTS ON WATER
Appendix 12: VCH WATER PERMIT
Appendix 17: FIRE PROTECTION STUDIES
Appendix 23: SLRD RESPONSE MAY 01, 2020

Schedule "C"

Furry Creek Master Drainage Plan

File No. 14305
REV 2 October 2020

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1. INTRODUCTION

The Furry Creek lands are an assembly of private lands that were created in the early part of the last century and assembled together and sold to Tanac Lands in 1990. The lands are within the SLRD in Area D located approximately 30 km's North of West Vancouver and 15 km's south of Squamish. The original subject property comprises approximately 1036 acres and is just south of Britannia Beach along the Howe Sound. The project extents are shown in Figure 1 which is also contained in Appendix 1:

Planning for the Furry Creek community began in 1990 following the purchase of the property by Tanabe Corporation of Japan under the Canadian company, Tanac Land Development Corporation. Since the lands are in an unincorporated area, an application was submitted to the Ministry of Transportation and Highways, and in 1991 a Preliminary Layout Approval (PLA) was granted for a complete community comprising a golf course, up to 920 residential units, a 300-room resort or hotel, marina, commercial and community facilities. The PLA was based on a number of studies including geotechnical studies by Thurber Engineering, Water studies by Thurber and Brown Erdman, road designs, sewage treatment studies, archeological reviews and foreshore and upland environmental assessments. The development areas were identified as Marina, Waterfront, Benchlands, Uplands, Northwest, Northeast, Mountain and Highlands. This PLA was reissued a number of times. Currently there are 56 townhouse units in Oliver's Landing strata, an 8,000 ft² community building with 4 duplex lots (1 duplex built) and 90 single family lots and the Golf Course above the highway. These single family and duplex are freehold other than single family strata at Oceans Crest at the south entrance

In 2017 Fine Peace Furry Creek Developments Ltd (FPFCD), the Canadian subsidiary of an international company active in the development of golf course and resort oriented residential communities, purchased the holdings of Burrard Group. In 2018, it acquired the Tanac Lands from Parklane Homes. FPFCD is determined to realize the original vision of a complete recreational/residential community at Furry Creek, with a variety of housing choices, neighborhood village retail space, resort facilities, a residents'-only marina, community facilities and an extensive open space and trail network.

Creus Engineering Ltd. has been retained by FPFCD to provide a review of the civil servicing requirements for the above project which includes site access, water works, sanitary collection and treatment, stormwater, outside utilities, Canada post and solid waste management. One of the Principals of Creus had previously been an employee of Tanac during the development stages and had worked as a consultant for Tanac, Burrard Group and Parklane on the project.

The lands are part of an overall zoning proposal. Creus prepared a design brief in support of the zoning and submitted that to the SLRD originally in September of 2019. This report formed part of that submission but has been segregated for convenience. The Appendix numbers have been maintained from the original reports.

Each subdivision requires approval of the Provincial Approving officer. The subdivision process would include referrals to all relevant regulatory authorities including: CN rail when work adjacent to rail; Ministry of Transportation and Infrastructure (MOTI) roads division for any public roads or roads accessing public road as well as associated drainage; BC Hydro when adjacent to BC Hydro Right-of-Way (ROW); Department of Fisheries and Oceans Canada (DFO) and Forests, Lands, Natural Resource Operations and Rural Development (FLNRO) in relation to environmental concerns; Vancouver Coastal Health (VCH) to confirm that the water system

expansion is permitted for expansion and that the operating permit is in good standing and can accommodate the additional demand; and Waste Management Branch to ensure that the WWTP permit is in good standing and that the additional flows can be accommodated by the permit. The SLRD has always played a significant role in any subdivision as the local governing authority but also as it related to SLRD being the agency that owns and manages the water system, the sanitary sewer system, streetlights, diking, public open space and fire protection. As such each subdivision will have to gain a significant number of permits and approvals from all levels of government including geotechnical sign offs, environmental approvals and confirmation of water and sewer servicing. It is a reality that all roads, services and subdivision will have to meet all provincial and federal regulation and be designed and constructed in accordance with the most recent version of the Electoral Area D subdivision and Development Servicing (Planned Communities) Bylaw No. 741, 2002.

Flood protection work relating to Furry Creek and foreshore has previously been completed by Delcan based on earlier works by CH2M Hill and Reid Crowther Partners Limited (RCPL) and the flood protection works have been constructed and turned over to the SLRD. This design brief will provide a review of the general drainage patterns on site and provide commentary on the original Reid Crowther Master Drainage Study. It will also give general direction on the Stormwater Management goals and potential treatment systems. Detailed sizing of culverts will be done as the development proceeds.

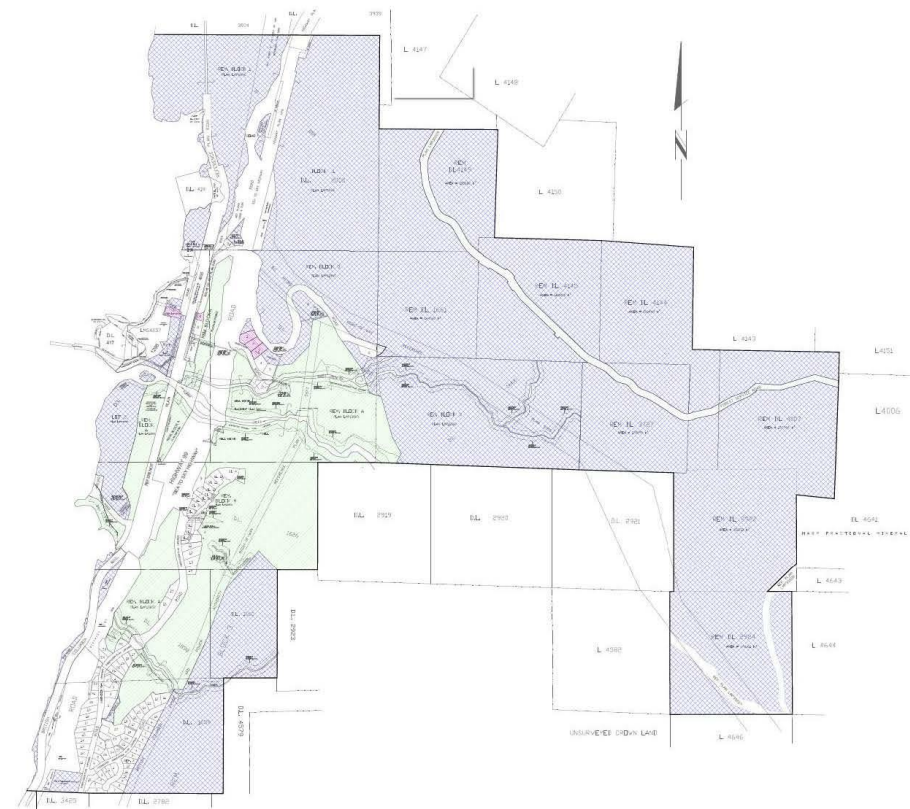


Figure 1: Context Legal plan from Bennett

2. DESIGN CRITERIA

Design criteria is laid out in SLRDs Electoral Area D Subdivision and Development Servicing (Planned Communities) Bylaw No. 741, 2002 as updated and consolidated as of March 2015. We have also reviewed MOTI design criteria. MOTI is solely responsible for drainage from lands under their jurisdiction. MOTI is the subdivision approving authority within the SLRD and is responsible for the drainage works within the public road ROWs. The minor or piped drainage systems must include run-off controls to limit post-development peak discharge rates to the pre-development rates for 5-year return period storms. The major or overland system which comes into operation once the minor system's capacity is exceeded, which includes streets and receiving ditch shall be designed to convey a peak discharge flow for a 100-year return period. All designs will include Erosion and Sediment Control features for construction reflecting the latest version of Construction Site Erosion and Sediment Control Guide of "Best Management Practices Guide for Stormwater", Greater Vancouver Sewerage and Drainage District. This would be submitted with each construction project. As well Riparian areas, special environment zones and trees to remain would be protected during construction. Permitting from DFO and FLNRO would be required for any works triggered under the water act for creek crossings and discharging outlets.

MOTI design criteria is to convey the 1:100 year flow, to check the 1:200 year flood routing, and to meet MOTI and SLRD Stormwater requirements. MOTI is not generally supportive of stormwater features that require significant maintenance although bioswales and simple ponds are considered acceptable. As per Bylaw requirements, drawings would detail flows and capacity of existing structures that would be tied into. The design would detail the piped system including the hydraulic grade line and would show the 100-year major storm routing and overland flow direction. A Stormwater Management Plan would be included to detail pre and post development grading, soil and vegetation types and drainage systems, both permanent and temporary.

SLRD Bylaw No. 741 indicates the Minor System consists of pipes, culverts, open channels, water courses and flow control facilities designed to carry runoff caused by storm events up to a return period of 1 in 10 years. The Major System consists of overland flow routes, swales, channels, watercourses, roadways, walkways, pathways, flow control facilities or other publicly owned property at the discretion of the Manager of Utilities, designed to accommodate runoff from storm events of a return period of 1 in 100 years with the maximum hydraulic grade line below the elevation of the lowest existing or proposed adjacent buildings. In special conditions, where surface flood paths cannot be established, pipes and culverts of the existing or proposed Minor System may be enlarged to accommodate the major flow. Emergency overflow routes may be required by the Manager of Utilities. The Rational Method may be used for drainage basins of less than 10 ha which do not include detention systems. For catchments greater than 10 ha USDA SCS TR-55 (Curve number method - high level, ground cover, soil types) can be used. Rainfall intensity-duration-frequency curves will be based on Atmospheric Environment Service data where such are available for the vicinity of the development or on curves established for use in the closest municipality. Previously RCPL used IDF curves from Port Melon and Squamish, these are currently the most relevant and nearby data that is available. It is acknowledged that Port Melon reflects the Furry Creek development in terms of topology and location. At the time when the Integrated Stormwater Management Plan (ISWMP) is required, further detailing of design criteria will be addressed.

It is understood that the actual design work would be triggered by each phase of work. In discussion with the SLRD and their consultants, a primary concern was the risk of overland flow from one neighborhood to another during significant storms that may overwhelm stormwater management systems and/or downstream developments. This Master Plan identifies and discusses each of these risks in a general manner below.

3. STORMWATER MANAGEMENT OBJECTIVES AND FEATURES

Stormwater management guidelines in the SLRD bylaw No.741, 2002 applies to this area. The guideline in the bylaw are general and there is no specific reference to Furry Creek. There is reference to the Electoral Area D Official Community Plan which sets out policies and Stormwater Management Guidelines for the Britannia Beach Planned Community. It is assumed that the same or similar guidelines would apply for the Furry Creek Development. The guidelines include a selection of Best Management Practices (BMPs). BMPs vary in their applicability to different objectives (e.g. protection against flooding and erosion or protection of fish habitat) and in their suitability for different levels of development and for different site conditions.

The SLRD bylaw does not include design parameters as it states. "Because site and climatic conditions vary considerably over Electoral Area D and there is a lack of data, design parameters for hydrological calculations are also excluded from this schedule." Key objectives of the BMP

guide for stormwater are: anti-degradation which is to avoid deterioration of a resource; Enhancement - to improve or enhance a degraded resource to some degree; Restoration - return a degraded resource to a state similar to what likely existing before extensive, permanent human occupancy; and Preservation – to retain a resource in its current state. Some combination of the above levels of application may be appropriate, depending on the specific situation. Various measures are in place to preserve and protect fish habitat for example. Buffer zones and environmental setbacks have been determined by Cascade Environmental Resource Group Ltd.

Although specific design criteria have not been prescribed for Furry Creek within the bylaw, the following report will discuss various drainage practices and measures in accordance with the general bylaw objectives. These measures are aimed to address key criteria stipulated within the BMP. Below is an extract of some key considerations:

“Groundwater Recharge - The most significant impact of urban development on the hydrology of streams is the decrease in pervious area caused by the construction of impervious surfaces (roads, buildings, etc.) This results in an increase in the amount of surface runoff, with a resulting decrease in the amount of precipitation infiltrating into the ground. This in turn results in decreased groundwater recharge and lower dry season base flows in streams. Low base flows during the dry season can damage or eliminate spawning beds and fish habitat. This can be mitigated by promoting groundwater recharge. The groundwater recharge will be supported through the use of infiltration tanks, perforated pipes, and minimising the use of impervious surfaces where applicable.” (Best Management Practices Guide for Stormwater, 1999, p.2-10). It should be noted that only Middle Creek has fish population within the subject lands, however the approach will be applied generally. The local ground conditions will restrict this ability in many areas as it is bedrock controlled. The construction activity will generally increase rock fracture in the immediate construction zone; however, it is expected the constructed detention may be required in some zones. The Middle Creek drainage has the best opportunity for infiltration due to the sand and gravel soil conditions and an extensive bioswale project is proposed there. Additionally, as indicated in the Waterworks Master plan the development will be relying on wells for water supply. The use of these infiltration structures will ensure that the water is treated before percolating to the groundwater, which will be further discussed below.

“Water Quality – Urban surface runoff is known to carry a variety of materials that have potential negative impacts on water quality, including sediment, excess nutrients, metals and trace elements, organic contaminants, floatable materials such as plastics, oxygen-demanding materials, oil and grease, and harmful bacteria and viruses.” (BMP, 1999, p.2-11.) As mentioned above this will be addressed with the use of bioremediation ponds, natural filters and vegetation. No industrial activity is allowed for in the community zoning and as such the primary risk is potential hydrocarbon release from road traffic. The existing golf course already tests for herbicides and pesticides and is part of the Audubon Cooperative Sanctuary Program for Golf.

“Turbidity and Sedimentation – Discharges of urban surface runoff often contain suspended solids or other contaminants that increase the turbidity of the water in receiving streams.” (BMP, 1999, p.2-9). This will be prevented via the use of Erosion and Sedimentation Control measures during construction but also permanent ponds and stilling areas prior to discharge back to creeks. This is a requirement under the SLRD bylaw.

“Control Flooding Frequency – Development generally increases the risk of flooding downstream, due to greater runoff volumes and flow rates caused by the increase in impervious area that accompanies development. Control of peak runoff flow rates will be used to prevent or mitigate major and minor flooding events that might result in extreme damage to property and significant

risk to life. Methods of reducing peak runoff flow rates include temporarily detaining collected runoff water in storage structures with subsequent release at controlled rates, minimizing the impervious area associated with development, and promoting infiltration of precipitation into the soil. Infiltration reduces the volume of runoff as well as the peak flow rate, while detention reduces only the peak flow rate.” (BMP, 1999, p 2-8) This will be achieved with onsite and offsite features. Overland flooding routes will also be studied to determine if any residential zones lie within the overland flood routes. The existing main drainage of Furry Creek, Middle Creek, South Creek and North Creek are deeply incised through the developed portion of the site and do not subject residential areas to flooding. The existing major drainages isolate each of the significant development pods such that each neighbourhood drains fairly directly to the major drainages or to Howe Sound such that overland flow from one neighbourhood to another is generally not a risk.

“Minimize Streambank Erosion – Development often results in increased stream bank erosion, due to the greater frequency and duration of highly erosive bankfull flows caused by increased runoff volumes. Streambank erosion can be controlled by reducing the frequency and/or duration of bankfull flows through similar measures to those described above for controlling peak runoff rates, and by stabilizing streambanks with vegetation or non-erodible material.” (BMP, 1999, p 2-8,9)

As per the bylaw, “At the time of subdivision an Integrated Stormwater Management Plan (ISWMP) will be required. The process will follow that described in the GVRD (now Metro Vancouver) publication “*Integrated Stormwater Management Planning – Terms of Reference Template*” amended appropriately to the requirements of the SLRD.” The ISWMP will be generated for that drainage catchment zone based on the more detailed development plan that would be available at that time. As such there will in fact be a separate ISWMP for Upper Benchlands (the South Creek drainage), Northwest (largely foreshore catchment), Northeast (the North Creek drainage), Collector and likely a combined plan for Uplands and Mountain (for the Middle Creek Catchment). The Waterfront Lands will trigger an ISWMP for Furry Creek drainage. These will be triggered by the first subdivision within the watershed. These will be able to more definitively identify location of the specific types of stormwater features, identify and quantify routing of major drainage system flows, pipe flows, and outfalls and detail design criteria and operational and maintenance requirements for BMP’s according to their purpose and location and establish appropriate intensity-duration-frequency curves and other design parameters. Design criteria will include aesthetic considerations for all above ground works.

The Metro Vancouver *Integrated Stormwater Management Planning – Terms of Reference Template* states, “The ISWMP process involves comprehensive data collection and technical analysis to develop an understanding of the subject watershed and its issues. The stakeholder process ensures that community values are clearly identified, and that the study is being guided in the proper direction. It would be tremendous if every municipality could adopt the criteria listed in Table 3-2, but that is unrealistic. Many land uses, and development conditions simply can not meet that criteria. Therefore, it is likely that watershed specific criteria relating to a variety of land uses within the watershed will be developed during an ISWMP. This will be guided by no-net-loss objective and trade-offs between land development and environmental protection will be balanced.” This will be detailed with calculation of detention, flow, low flow release rates etc.

The current stormwater management objectives are to maintain stormwater flow from the lands at pre-development levels and store volumes with a low flow release system and encourage infiltration such that the flow leaving development sites is similar to pre-development conditions and maintain normalized flow into the creeks and drainage courses. This will be accomplished by a combination of rain gardens, some underground piping, surface bioswales, infiltration fields,

ponds and structural storage. There has also been enhancement work on both South Creek and Middle Creek and this work would be continued. The golf course has incorporated stormwater management features, including ponds, to mimic pre development flow and drainage.

Stormwater requirements would be subject to the MOTI review and approval as a required part of the subdivision process. The works will also be subject to the Department of Fisheries and Oceans Canada (DFO) Urban Stormwater Guidelines for the Protection of Fish and Fish Habitat (draft, April 2001). MMCD Guidelines are used extensively throughout the Lower Mainland and areas of BC. As Furry Creek does not have specific criteria, the MMCD will be viewed as the guiding document in this regard.

Within the MMCD, section 8.14.1, it outlines the intentions of the traditional stormwater quantity control design approach, which is to limit the post-development release rate of the site to pre-development levels for a specific storm event. This method of approach has design flaws including excess shear developing in a watercourse which can result in streambed erosion as well as by delaying peak flows from some catchments can lead to simultaneous peaks within other catchments and ultimately leading to an overall increase in the receiving watercourse. This can be overcome by specifying post-development targets for a wider range of return periods and not just for a single return period. The following is an excerpt of the tiered stormwater design approach and is outlined in the (*Stormwater planning: A guidebook for British Columbia, Ministry of Environment, 2004*).

"A key parameter for describing the rainfall spectrum is the size of the Mean Annual Rainfall (MAR), the rainfall event that occurs once per year, on average. The distribution of rainfall events relative to the MAR is fairly constant throughout British Columbia. The following rainfall tiers are the building blocks of an integrated strategy for managing the complete spectrum of rainfall events:"

- *Tier A Events* – The small rainfall events that are less than half the size of a MAR. About 90% of all rainfall events are Tier A events.*
- *Tier B Events* – The large rainfall events that are greater than half the size of a MAR, but smaller than a MAR. About 10% of all rainfall events are Tier B events.*
- *Tier C Events* – The extreme rainfall events exceeding a MAR. An extreme event may or may not occur in any given year.*

**For the purpose of setting performance targets, a rainfall event is defined as total daily rainfall (i.e. mm of rainfall accumulated over 24 hours). This assumption results in conservative site design criteria, which can be optimized over time through continuous simulation modeling, and by monitoring the performance of demonstration projects (as discussed in Section 6.5).*

These three rainfall tiers correspond to three components of an integrated strategy for managing the complete spectrum of rainfall events and below rainfall data are in reference to Vancouver, North Shore statistical analyses using 30+ years of rainfall data;

- Rainfall Capture, Tier A (Source Control) – Capture the first 40mm of rainfall per day and store it to natural hydrologic pathways where possible by promoting infiltration, evapotranspiration or rainwater reuse. This is the small storm runoff, rainfall events from rooftops and paved surfaces and roadways. The roadways must also be able to convey Tier C flood events.
- Runoff Control, Tier B (Detention) – Detain the next 40mm to 80mm of rainfall per day and release it to drainage system of watercourses at natural interflow rate. The large tier B rainfall event runoff cause the most significant peak flows in downstream watercourses

and is achieved by control and release features such as detention or infiltration tanks/basins.

- Flood risk management, Tier C (Conveyance) – ensure that the storm water plan can safely convey storms greater than 80mm (up to the 100-year rainfall). This is the extreme rainfall event and the development must ensure adequate escape routes for overland flow via stream channels, bridge and culvert crossings.

A variety of source control system will be implemented on the site including rain gardens, biofiltration swales, infiltration and detention ponds. Runoff from the impervious and pervious surfaces will first be directed to these features. The systems are designed to capture runoff, slow flow rate which then results in promoting infiltration and allowing for increased evaporation time. Check dams built into the bioswales will store volumes of runoff such that the post development flow is equal to or less than the pre development flow. The bioswales and rain gardens will be fitted with exfiltration piping to augment the infiltration into the underlying sand layers. The detention features also aid by allowing for settling of sediments and particulate matter carried by the flows that would otherwise be directed to the adjoining creeks.

The vegetation elements of the stormwater features serve to remove pollutants carried by the overland flows by detention, filtering elements of the plants and biological breakdown. The vegetative element also helps with flow control through absorption as part of the plant growth process, evaporation and transpiration. These will be designed in consultation with the Environmental Monitor to maximize potential for environmental enhancement.

The stormwater features would be designed in a manner to mimic existing surface and subsurface flow regimes. A series of discharge points would be designed to provide exfiltration and surface flow to pre-existing creeks and foreshore outlets spread along the length of the creek interface with the site. Detention sizing would enable slow release of flows after significant rain events.

Any disturbed areas not required for parking or circulation would be amended with soils and planting to aid in the stormwater management and improving biodiversity of the site. The vast majority of the site will remain undisturbed with approximately only 57.0 ha (+/- 14%) of the total 419 ha being developed with hard surfaces. The developed lands will include large portions of landscaped area including the golf course which is approximately 61.0 ha and as such will constitute 15% of the lands. Approximately 124.5 ha is zoned public open space with a further 18.3 ha of land zoned park which will see very limited disturbance other than landscaping and largely gravel trails. Disturbed areas outside of the hard surfaces will be revegetated to tie into the surrounding forests.

Some standard features to be used in the Stormwater Management designs are shown in Figure 2 and also included in Appendix 10:. These are features that can be fit throughout the development to further mitigate changes to stormwater flows.

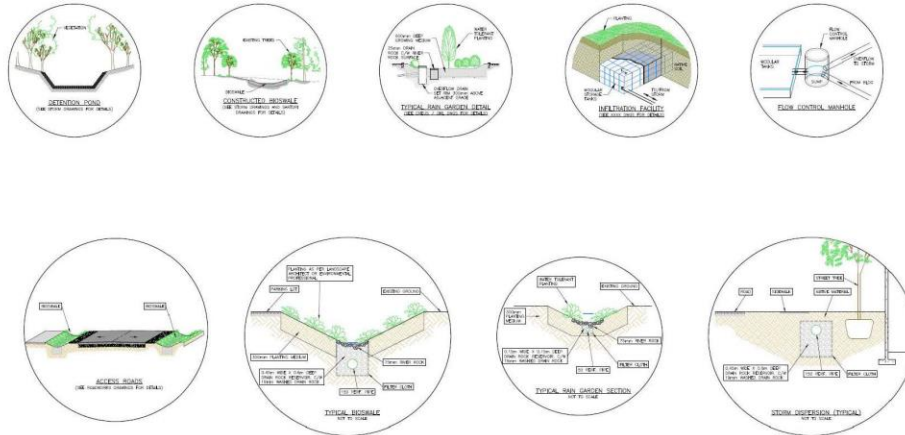


Figure 2: Sample Stormwater Management Features

There is a permitted stormwater outlet into the Marina to serve the north side of Furry Creek and a 900 mm outlet into Howe Sound adjacent to the 14th Hole tee box. Within the Uplands area there were initial concerns brought forward by DFO regarding discharge of stormwater into Middle Creek. However, this creek has now been enhanced such that it is fish bearing. It is therefore beneficial to maintain the stormwater feeding the Middle Creek system. It was agreed with DFO at the time to provide bio treatment wetlands within the BC Hydro ROW to treat the stormwater prior to discharging back to Middle Creek. This will reduce the reliance on piping, maintain flow in Middle Creek and enhance the community use of the BC Hydro ROW by providing ground cover planting and trails in the area. There are existing outfalls to South Creek and further tie in was envisioned during the initial works.

4. DRAINAGE CATCHMENT AREAS

The Community of Furry Creek totals just over 1,000 acres. It is generally within the Furry Creek drainage catchment area but also includes South Creek and North Creek catchments. There is a significant sub-catchment of Furry Creek that is named Middle Creek which ties into Furry Creek just below the highway. The surrounding lands are Crown Lands and are undeveloped other than a run of the river power project that ties back into Furry Creek above the proposed development area and periodic logging operations. The area is generally tree covered and lies within the South Coast Mountain Range and is underlain by granitic bedrock of the Coast Plutonic Complex. The area of the subject site is underlain by quartz dioritic intrusive rocks of the Upper Jurassic Period (157 - 145 million years ago) of the Mesozoic Era (Data BC, 2019). Resting on this granitic bedrock are deposits of surficial material that are mostly colluvial and fluvial in origin. The general soil type for the Coast Mountain and Islands physiographic region is of the Podzolic Order, residing in the Humo-Ferric Great Group. These soils overlay igneous intrusive rock which is resistant to weathering, thus retarding soil development. The soils of the subject site area were generally found to be shallow in nature due to the numerous rocky outcrops and steep slopes to cliffs. Elevations of proposed lands range from sea level to approximately 700m. On the higher

topography of the steep valley walls, there are frequent bedrock outcrops throughout the subject lands with shallow soils on parent bedrock material.

The total development under the original PLA was 920 units in single and multifamily set up, 300 room resort, golf course and commercial Marina. The current rezoning application indicates 920 market housing in single family as well as ground orientated and apartment style multi family, 120 non market units in multi family format, golf course and 120-unit resort with supporting commercial and community amenities.

Reid Crowther & Partners Ltd (RCPL) had modelled the site in 1992 based on the original PLA using IDF curves from Port Mellon and Squamish for 1:10 and 1:100 year events. They used HYDSY modelling software to calculate the flows and sized the drainage infrastructure to accommodate the future development of the lands.

The current expectation is that the total number of units is fixed at 920 market plus 120 non market along with resort, golf and commercial. The actual distribution between neighbourhoods may adjust over time but the overall total units will be fixed. It is understood that each phase will require passing through a process of Development Permit, Subdivision and Building Permit. This will require sign off from DFO, FLNRO, SLRD and MOTI. Each development lands will have to go through a process to prove out there is adequate drainage measures and that the existing networks and lands are safe for their intended purpose. Final distribution and SMP features would be done at the time of development when the building densities are known.

Creus have prepared pre and post drainage conceptual plans based on the updated zoning densities, refer MDP-1 and MDP-2 shown in Figure 3 and Figure 4. The general intent is to demonstrate that the pre and post development total catchment areas from initial reporting by RCPL have had minor changes. Also, that the proposed impervious areas from the building roofs and proposed roads account for a very small fraction of the overall catchment area. As the final layout of the roads and amount of buildings that will ultimately be constructed on the lands are unclear, detailed analysis is not necessary until such a time when ISWMPs are required. The general drainage intent of this report presents various measures as options which can and will be utilised to manage increased flows as a result of paved surfaces, as well as dispersing concentrated flows via various SMP features such as bioswales. This is further discussed in detail in the following section and broken up into the major catchment areas and the associated creeks. Creus pre and post master drainage plans label where potential existing culverts may be overwhelmed. However, it is understood that the existing culverts were sized to accommodate the future development of the lands.

Currently the SLRD does not address climate change within the bylaw, however an IDF curve adjusted for climate change is available from the Squamish municipality records. Creus has used the design criteria from SLRD Bylaw No. 741 and has allowed for climate change per MOTI requirements. MOTI is solely responsible for drainage from lands under their jurisdiction and is the subdivision approving authority within the SLRD and is responsible for the drainage works within the road ROWs. The MOTI supplement to TAC Design Guide Section 1010. A provides a *"Design Criteria Sheet for Climate Change Resilience"*. It is a requirement that this sheet be completed and submitted to the Chief Engineer's Office at BCMoTI. Below is a breakdown of the major catchment areas as laid out in Figure 3 and Figure 4.

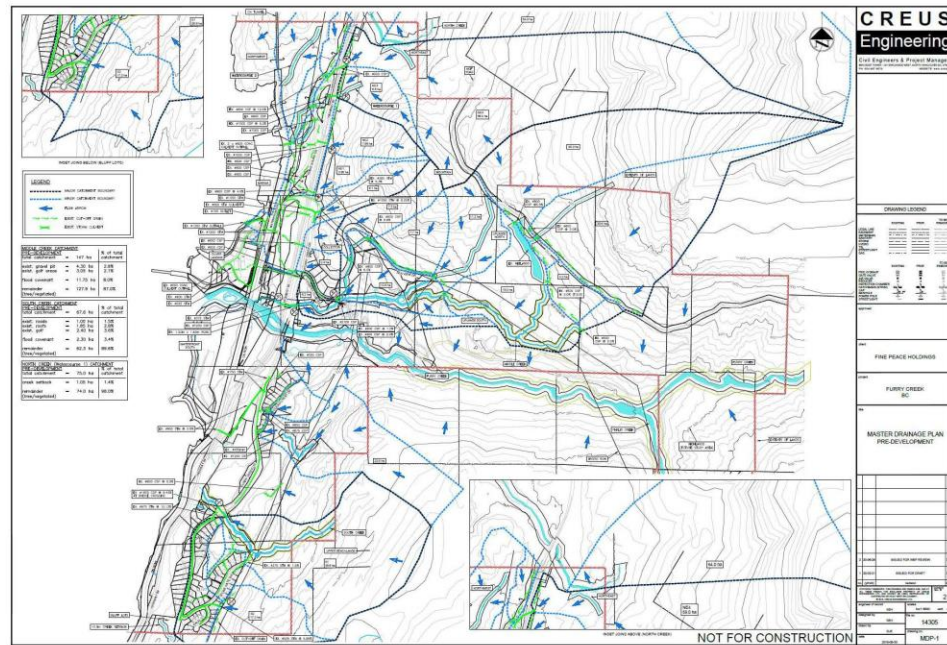


Figure 3: Pre Development Drainage Catchments

4.1. SOUTH CREEK

The South Creek Drainage Catchment totals an area of approximately 73.0 ha. The catchment ranges in elevation from 420m above the Upper Benchlands to sea level where it discharges to Howe Sound. The area is largely bedrock controlled in the upper and lower areas with some gravel deposits in the middle area that are primarily used as a golf course. The breakdown of land use is less than 3ha existing residential zoned single-family development area (+/- 4%), which includes undisturbed areas but did not require full stormwater management plan for each home at the time. There is approximately 2.4 ha golf course (+/- 3%) and 1.0ha of existing roads (just over 1%). It is expected that the actual development disturbed area of the residential zone would be around 10ha (+/- 14%), which includes just over 1.7% proposed roads, over 2 ha South Creek setback (+/-3%) with the remaining almost 63 ha (over 80%) largely tree covered and undisturbed. The terrain is steep with grades up to 60% and made up of rocky moss-covered outcrop containing a combination of young and mature forest. The forest is dominated by Douglas-fir and lodgepole pine with a layer of shrub.

South Creek enters the subject property from the east and flows through the Upper Benchlands proposed development and continues west through a culvert toward the golf course labelled as S/1 on the Post Development Drainage Catchment Plan before crossing under Highway 99, and then out to Howe Sound. Upstream of the golf course the creek gradient averages 36% and has an average bankfull width ranging from 6.37m to 7.99m, and an average wetted width of 4.55m per Cascade Environmental Resource Group Report March 15th 2019 and supporting documentation. The bed material is dominated by large cobbles and small boulders, with a step

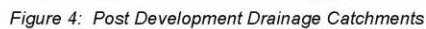
pool and a cascade pool morphology. It is discussed within the Cascade environmental report that: no pertinent fish sampling records could be found on the MOE habitat wizard; South Creek itself is not fish bearing; fish passage is blocked by wood debris; and the gradient in the lower reaches of the watercourse near the golf course likely act as a barrier to any upstream fish passage. Passage is further restricted at Highway 99 by a trash rack and rock face above the culvert and a suspended culvert under the rail track. The creek is deeply incised below the Upper Benchlands and is not a flood risk to the existing homes on Furry Creek Drive.

RCPL modelled the lands and sized the existing culvert under Furry Creek Drive crossing as 1600mm culvert based on development zones that matched the current layout. They modelled the piped storm flow at discharge to South Creek from Upper Benchlands as 0.73 m³/s as 1.25 m³/s for lower Benchlands. South Creek discharges to Howe Sound via existing culverts under Highway 99 and CN Rail.

The South Creek drainage includes the existing Stonegate Drive, Salal Court, the southern half of Furry Creek Drive within it. These neighbourhoods currently discharge their stormwater to South Creek in three key locations all of which are collected in an open cut-off ditch above Stonegate to a series of pipes within the road corridor. The south side of Furry Creek Drive discharges to surface with flow routes towards the highway. The proposed developments in the South Creek drainage catchment is the Upper Benchlands which could be a mix of single-family and ground orientated multi-family of up to 40 buildings. The general intent is that SMP devices for overflow and overland flow would be directed back to South Creek within the road corridors. The actual development footprint is fairly small and will largely be on bedrock. The existing drainage had been designed with the expectation of developing Upper Benchlands. The stormwater features will ensure that minor storm flows will detain and release at pre-development flows. Actual discharge will be at the 3 road crossings locations above the existing golf course. South Creek within the golf course is highly incised and not subject to flooding. Overland flow would be to the golf course and not downstream residences.

The land type in the Upper Benchlands area is largely bedrock controlled. This will limit opportunities for infiltration however there may be opportunities to infiltrate at slow rates into the tree cover above Stonegate development and the golf course. The other stormwater features in this area will likely be more structural in the form of Brentwood Boxes etc. South Creek bisects the area and is crossed up to four times by the proposed road. During detailed design further review will be done to see if one culvert can be removed but this will depend on variances from MOTI/SLRD on road grades and maximum length of a cul-de-sac road. This has been reviewed with Cascade Environmental and standard culverts are envisioned here due to the fact the creek is in a bedrock channel. The development areas are raised significantly from the adjoining creek such that flooding is not a risk.

There is currently a cut-off ditch above the Stonegate development to restrict overland flow towards those houses, refer MDP-2 label S/2. The construction of the Upper Benchlands will control and restrict the amount of overland flow running towards the Stonegate homes via bioswales and infiltrations tanks and various other SMP features. As reflected in the master plans, the pre and post catchment is reduced from just over 17ha to approximately 13.0 ha due to the proposed road re-directing flows to discharge immediately to South Creek. The proposed development disturbed area reflects minimal change to pre-development conditions. The disturbed area which includes proposed road and developed area accounts for approximately 2ha (+/- 11%).



Middle Creek originates within the project extents from the east and flows through the Uplands and south of Collector and north of the existing Clubhouse where it enters a 2100mm culvert in

the clubhouse driveway and continues through the golf course and under Highway 99 via 1.22m x 1.83m concrete box culvert and into a 1200mm culvert and continues approximately 150m downstream and merges with Furry Creek before the CN rail crossing, which outlets to Howe Sound. Upstream of the Uplands the gradient averages 50%. From the golf course (hole 18) continuing about 370m upstream, the creek is confined to a ravine approximately 50m wide and the bed material is composed predominantly of boulder and bedrock. The channel morphology varied in this section exhibiting a step-pool morphology with an average slope of 27%, with field measurements of 37% in steeper sections, a bankfull width of 8.35 m and a wetted width of 5.21m. Canopy cover was approximately 40% and instream cover between 15% and 20% mainly consisted of overhanging vegetation. No pool larger than 0.25 m depth was noted in this section. Approximately 190m from the edge of the golf course are two distinct small waterfalls and is deemed as an impassible fish barrier for upstream fish passage.

RCPL modelled the lands and sized the existing culvert under clubhouse driveway as a 2100mm culvert, labelled as M/3 on the MDP-2 plan prepared by Creus. They also modelled the 1200mm culvert (M/1) and 1.22m x 1.83m box culvert (M/2). Middle Creek discharges to Furry Creek which outfalls to Howe Sound between Oliver's landing development and the proposed Waterfront Development. A bridge over Furry Creek from Oliver's Landing to the Waterfront was designed by Associated Engineering to a preliminary stage in consultation with Delcan as part of the flood protection works to provide adequate freeboard over the creek.

The proposed development areas are consistent with the original RCPL zones. The level of stormwater management is more stringent currently than during the original RCPL designs. The move towards more multi-family while maintaining a similar overall number of units will lead to lower percentage of introduced impervious surfaces. This is expected to lower the flows from the original analysis. This will be updated as part of the detailed ISWMP for the area.

The Middle Creek drainage includes the existing Country Club Road the clubhouse, golf course, gravel pit and an existing dirt road. The future design of Sea View Drive (extension) has maintained a similar horizontal geometry to the existing dirt road. This road has a series of culverts and the road geometry currently cuts off the overland flow. It is expected that the proposed Sea View Drive (extension) will generally maintain the pre-development overland drainage flow path with minor changes. Future land to be developed within the Middle Creek catchment includes: Collector, Uplands South and North, Mountain and a Resort near the existing clubhouse. The majority of the dwellings will be a mix of stacked and ground orientated multi-family and the remainder being single-family. While the total amount of dwellings is yet to be determined, it is expected to be a mix of single-family houses and multi-family with approximately 40 buildings. The actual development disturbed area is approximately 30ha (+/-20% of Middle Creek catchment), with 7-8ha (+/-25% of the total disturbed area) being within the existing gravel pit deposits. A majority of the remaining lands will be founded on bedrock. In the original layout the footprint was significantly larger as there were a similar number of single-family and townhouse dwelling units covering a much larger percentage of the lands.

There are three key existing drainage infrastructure culverts which are labelled on the MDP-2 as M/1 (Highway 99), M/2 (Furry Creek Drive) and M/3 (clubhouse entrance). M/2 and M/3 were previously sized by RCPL as mentioned in the paragraph above. M/1 was sized by Highway at the time of the Highway upgrade in 2008/09. M/2 and M/3 were oversized for fish passage. The adequacy of the existing culverts had been designed with the expectation of developing the Uplands, Collector and Mountain as single-family and townhouse. There are a series of existing culverts on the existing road that follows Sea View Drive (extension). It is expected that these will

all be replaced when detailed analysis and culvert sizing is done. The stormwater features will ensure that minor storm flows will reflect pre-development flows.

The land type in the Uplands, Mountain and Collector area is partially bedrock controlled and partially deep gravel deposits. This will direct where opportunities for infiltration will be. There will also be significant opportunities to detain in ponds and infiltrate at slow rates into the tree cover via bio-swales at various locations as seen in the MDP-2 plan. The much smaller development footprint frees up large areas of the site and especially areas in the existing BC Hydro transmission ROW. The introduction of bio step ponds in the area between Uplands North and South was initially discussed with DFO in the mid 1990s to avoid piping drainage directly to Howe Sound. There is a large park like setting there that will accommodate a significant amount of step ponds, bio-swales and other features. There has been a significant wetland identified in the Uplands North area that will be retained, protected and enhanced. Some onsite works may require stormwater features in a more structural form of Brentwood Boxes etc. Middle Creek crosses the future Sea View Drive and has watercourse crossings via culverts at eight locations. The storm drainage will be maintained in largely the same form with multiple locations where the drainage is returned to Middle Creek via bio-swales and step ponds. During detailed design the crossings will be reviewed with the Environmental Monitor to determine the optimal crossing mechanism, however open bottom culverts will be used where they provide enhanced benefit for the creek. The development areas are largely raised significantly from the adjoining creek such that flooding is not a risk and this will be reviewed in more detail at that time.

Currently the intent is to maintain the natural watercourse and existing overland flow route. In general, proposed roads will have a cut-off ditch on the high-side and where the flow is concentrated as a result, the design intent is to disperse these concentrated flows and re-enter the existing watercourse to minimise concentration to any specific area and resulting degradation. As discussed previously these key areas will discharge via bio-swales before entering Middle Creek. The current and future overland flow routing is such that the small development pods tend to discharge both minor and major storm systems to tributaries of Middle Creek and not to other development pods. There are portions of Uplands South that could, in an overland flow route, bypass the Sea View Drive drainage catchment and affect the development in the west edge of the Uplands South above the existing golf course. This will require some attention to design the uphill ditch of Sea View drive in a manner to safely convey the 200-year flows back to the Middle Creek channel and into the golf course. Majority of the Mountain neighbourhood is captured on the high-side of the proposed road via a cut-off drain and drains toward the Northeast catchment, with the remainder directed to Middle creek tributaries via wetlands which will mitigate peak flows. The Collector area is stepped such that only a small area drains to another catchment. The remainder of the area drains either to Tributaries of Middle Creek to the main channel through the golf course.



Figure 5: Drainage Bio-Swale, Middle Creek (Uplands)

4.3. FURRY CREEK

Furry Creek enters the subject property from the northeast and outlets to Howe Sound and is the main watercourse within the subject site. Phylliss Creek joins Furry Creek from the southeast near the top of the property with a future study area occurring between the two creeks. The environmental report completed by Cascade indicate that 700 m upstream from Howe Sound is an impassible waterfall adjacent to the clubhouse that is a barrier to fish passage. Downstream of the falls, Furry Creek supports coho salmon, coastal cutthroat trout, rainbow trout/steelhead, dolly varden char and sculpin. This area has already been developed as golf course and Oliver's Landing. The proposed Waterfront development sits on the south side of the outlet of Furry Creek on Howe Sound. The flood protection on the south side of the creek and along the Howe Sound foreshore is already in place.

The fan of Furry Creek has been the subject of a number of studies that were used to do the detailed design of the flood protection works. Kerr Wood Leidal (KWL) conducted previous inspections of the constructed flood protection works for the SLRD. In a 2005 inspection of Marina Phase flood protection and erosion protection works concluded that monitoring of Large-woody Debris (LWD) in the foreshore area was required as it had the potential to damage the riprap protection. In 2009 a review concluded that debris flood and coastal hazards may damage the private dock in the Marina Phase. The report again noted LWD in the foreshore embayed area but little evidence of erosion/ damage. In 2010 an inspection of Marina Phase erosion hazards notes an increase of LWD had plugged the drainage outfalls and erosion in the embayed area. The report recommends clearing of the drainage outfalls, removal of LWD and addressing erosion

through re-shaping/ planting or riprap construction. The SLRD is the operator of the dike system and will continue to fund dike inspection and repair as authorized under bylaw 481, 1992.

The Technical Memorandum issued on August 31st, 2020 by KWL details that two phases of flood protection works were constructed. Phase one at Marina was constructed in 2000 and a second phase at Waterfront in 2013. Since construction of the flood protection works SLRD has performed periodic inspection of the works. The Creek and Foreshore floodproofing works have been installed and the major components of the works included dike setback, foreshore and bank riprap protection and cobble shoreline erosion protection, mechanically stabilized earth (MSE) wall foreshore protection and overflow route/outlet are in place. Refer to the Delcan record drawings within Appendix 19: **Error! Reference source not found.** The necessary flood covenants, environmental setbacks, development covenants, and SROW have been registered on title as detailed in the KWL memo. The SROW for operating the Waterfront Foreshore and Creek protection work will be registered at time of the Waterfront development. An overflow floodway has been protected by covenant on the 15th fairway to allow for Furry Creek to overflow in the event of a blockage of Furry Creek without negatively affecting the residences planned there. The Delcan drawings provide preliminary drawings and the details of that design will form part of the Development Permit drawings for that phase of works. The piles for the future bridge between Oliver's Landing and Waterfront South already have been driven in place through the creek flood protection. Currently there is minimal proposed works that directly discharges to Furry Creek. Middle Creek merges after crossing Highway 99 and had received environmental remediation at the time of golf course development. No further works are proposed in the Furry Creek wetted perimeter.

Thurber Engineering has created a report that denotes areas subject to various hazards including Fluvial and debris. These will fall within Development Permit Zones which will require further study at that time prior to Development Permit and Subdivision.

4.4. NORTH CREEK

North Creek crosses the subject lands within the proposed Northeast development and continues north-west under Highway 99 and out to Howe Sound outside of the subject lands. The contributing catchment to this creek is largely north and outside of the subject lands and therefore result in minimal change to pre-development site conditions. North Creek has minimal impact to the proposed development as the preliminary design anticipates to have one crossing to provide access to a possible multi storey high-rise. North Creek has a length within the subject lands of approximately 250 m. The creek leaves the site in a northwest direction and crosses under Highway 99 north of the subject property via a culvert and then runs approximately 670m where it discharges to Howe Sound.

4.5. NORTHWEST AND NORTHEAST DRAINAGE

The southern portion of the Northeast development lands is tied to the Northwest lands via a series of culverts under Highway 99 and Howe Sound Drive. The Northwest development lands sits on the foreshore of Howe Sound on a hill which ranges in height from sea level to approximately 160m in elevation with drainage directed to Howe Sound. Several ephemeral drainages have been flagged by Cascade Environmental as "unnamed watercourse 1" which can be seen on MDP-1. This watercourse course continues south-west where it crosses under Highway 99 via a 900mm culvert which can be seen on MDP-2 labelled as NE/4. The proposed lands are expected to contribute to the watercourse 1 but do not raise any concerns to the

downstream drainage pipes capacity, which is further detailed below. To the west is unnamed watercourse 2, which runs south-west and out to Howe Sound. The contributing catchment is relatively small and the proposed roads will have three crossings, the majority of the Northwest drainage is discharged directly to Howe Sound and will be further discussed below. The Northeast drainage catchment (watercourse 1) where it enters an existing 900mm culvert before Highway 99 totals an area of approximately 75 ha. The catchment ranges in elevation from 75m at the inlet location labelled NE/4, to 1100m above Uplands and Mountain area. The area is a combination of bedrock, cliff to tree covered and vegetated. The area is currently mostly tree covered with the remainder being the North Creek watercourse 1 setback.

The proposed development of Northeast poses minimal change to pre-development conditions and will have minimal impact to existing culverts. The proposed development area to be disturbed amounts to approximately 5.0ha (+/-7%), which includes less than 1 ha proposed roads (1%) with the remainder largely tree covered and undisturbed of over 90%. This is a very low level of impact. There are a series of culverts downstream of the NE/4 culvert. The design intent is to install a series of ponds and bioswales leading to each of the 900mm culverts under Highway 99. The large un-developed area allows for significant detention and infiltration. If the existing culverts were blocked, the flows would pond until they overflow to the next culvert, refer MDP-2 for reference to the culvert locations. This would not affect the highway embankment due to height differential nor the building which sit significantly above the culvert invert. In an event where the 900mm culvert (NE/4) were to reach maximum capacity or become blocked, flows would bypass to NE/3, NE/2 and NE/1. The master plan tabulates an approximate capacity of these culverts and it is noted that the 900mm culvert (NE/2) has a lot of capacity due to its grade and would allow for an inundation of flows in a major storm event. Downstream and east of Highway 99 the drainage outlets under the CN rail via 2 x 600mm culverts and out to Howe Sound.

The Northwest (NW) development lands have an existing watercourse 2 which branches off North Creek and heads south-west through the proposed lands where it crosses the proposed roads at three locations before continuing out to Howe Sound. The catchment that contributes to this watercourse is approximately 7ha, of which approximately 3ha will be disturbed accounting for about 45%. The remainder of NW catchment area discharges directly to Howe Sound via overland flow. There is currently one existing 600mm culvert that is within the lands and labelled as NW/1, MDP-2 plan clearly shows that the pre and post development catchment has very minor impact to this culvert. The NW lands range in elevation from 160m to sea level. The terrain generally consists of exposed bedrock which forms a series of irregular knolls and ridgelines separated by steep bluff of about 55% grade. The area is currently consisting of young to mature forest and shrub vegetated. The Northwest development raises little concern and overall a very low level of impact. The intent is to install various SMP features to maintain pre development condition when discharging to watercourse 2, the remainder of the catchment will be released directly to Howe Sound.

5. CONCLUSION

The proposed zoning of the lands is largely consistent with the original plans, engineering and the approved Preliminary Layout Approval. The development zones have not changed. The original vision for the community was 920 residential units in single and multi-family format, golf course, 300-unit Resort, Commercial amenities and a large Commercial Marina. This has evolved to 920 residential market units, 120 additional non-market units, a commercial village centre and resort facilities. The residential units are now largely stacked multi-family as opposed to the original single-family and ground orientated multi-family. The footprint of the development has

shrunk considerably given the total number of units is largely unchanged. The future roads and building footprint disturbed areas account for approximately 58ha (+/-14%) which is small fraction of the total 1036acre site (419ha). Of the developed area, pre-existing development was on the CN and Highway as well as gravel pit operations. There are non-residential landscaped areas of around 60ha as part of the golf course lands. CN rail is 10.96 ha, existing residential development is approximately 12ha, highway lands accounts for approximately 84.5ha within the site boundary, and the remaining area which includes the future development subdivision areas will remain largely pervious accounting for approximately 192 ha.

Existing drainage routes of North, Furry, Middle and South Creek divide the drainages into reasonably small catchments prior to discharge to Howe Sound.

Creus has reviewed the existing RCPL stormwater report. The proposed rezoning will not require any works that are beyond normal works required for development. None of the existing infrastructure appears to require upgrading. The Furry Creek development is consistent with the SLRD official community plan and regional growth strategy. As per the OCP, "The objective for the Furry Creek Neighborhood is to continue to recognize the Planned Community designation, and encourage adequate provision of community facilities and public open space as the development proceeds." The proposed development fits well within this objective. The proposed development zones are consistent with the original planning and have the support of the environmental, geotechnical, traffic management, landscaping and civil infrastructure consultants in confirming they are suitable for their intended use.

The proposed development will have a small impact to the overall existing catchment areas. There will be the addition of impervious hardscape within the development. Typical methods of detaining and controlling the runoff have been proposed including roadside ditch, bio-swales, infiltration swales and rock pits. This will allow the development to meet the objectives of matching pre and post development flows. The existing drainage paths have almost exclusively been maintained and incorporated into the design. The existing drainage culverts installed in existing phases are largely independent of the proposed development. The exception is the existing culvert placed under Furry Creek Drive in South Creek which will accommodate the originally planned Upper Benchlands Development. The Middle Creek drainage will largely have all new crossings other than the existing crossing of the highway which were designed in anticipation of the development. Furry Creek will have one additional bridge crossing that has been sized by Delcan. North Creek will have one crossing. The majority of Upper Benchlands catchment will discharge directly to South Creek, with a small portion entering the network above Salal Court via an existing cut-off drain which was sized previously and will not negatively affect downstream residential units. The Uplands discharge to Middle Creek in numerous outlet locations via step ponds and bio-swales. The existing permanent culverts installed were largely oversized but will be analyzed at the time of ISWMP for the area. The Northwest area largely drains directly to Howe Sound. The existing permanent culverts installed were largely oversized but will be analyzed at the time of ISWMP for the area. The Northeast area has a small catchment tied to North Creek but the majority drains to a series of 900mm culverts under Highway 99. The developed area is very insignificant compared to the catchment area. The existing permanent culverts installed were largely oversized but will be analyzed at the time of ISWMP for the area.

All culverts and ditches will be designed using minimum 600mm culverts for ease of maintenance and to accommodate the 100-year flow including the effects of climate change. The ISWMP will also account for overland flood routing for 200-year storm to ensure residences and key infrastructure are not at risk. Stormwater design will be to meet the requirements of MMCD.

FURRY CREEK
MASTER DRAINAGE PLAN

JOB NO. 14305
OCTOBER 2020

The development as shown is viable and can be designed and constructed using standard engineering design and construction standards. This was supported by WSP as SLRD's engineer in their review and confirmation email dated August 8th 2020. It was agreed that a full ISWMP for each watershed to be triggered by the first Subdivision or Development permit application within that watershed. If there are changes between subdivisions, that might require an update to the ISWMP or a technical memo depending on the impact of the change.

Prepared By:

CREUS Engineering Ltd



Dean Evans

Reviewed by:
Kevin Healy, P.Eng.

6. APPENDICES

Appendix 1: CONTEXT PLAN
Appendix 9: REZONING PLANS
Appendix 10: INFRASTRUCTURE AND ROAD PLANS
Appendix 11: SUMMARY OF REPORTS ON WATER
Appendix 19: FLOOD PROTECTION WORKS
Appendix 21: HISTORICAL SUMMARY OF LANDS
Appendix 25: STORMWATER HISTORICAL RECORDS

Schedule “D”



THURBER ENGINEERING LTD.

MEMORANDUM

To: Kevin Healy, P.Eng.
Fine Peace Holdings (Canada) Ltd.
c/o CREUS Engineering Ltd.

Date: November 17, 2021

From: Jason Pellett, P.Eng. / P.Geo.
(Reviewed by David Regehr, P.Eng.)

File: 21452.110

OVERVIEW GEOHAZARD ASSESSMENT - FURRY CREEK LANDS
PRELIMINARY GEOTECHNICAL REVIEW OF PROPOSED SCHOOL SITES

Per your request, this memorandum presents our preliminary geotechnical comments and recommendations regarding the two proposed school sites at Furry Creek based on the results of a recent site reconnaissance and desktop geohazard assessment.

It is a condition of this memo that Thurber's performance of its professional services is subject to the attached Statement of Limitations and Conditions.

1. BACKGROUND

We understand from CREUS that two potential locations for a school have been identified at Furry Creek; these are referred to herein as the north site and the south site. The locations of these sites are shown on Figures 1 and 2. Both sites are located outside of the Furry Creek lands presently owned by Fine Peace.

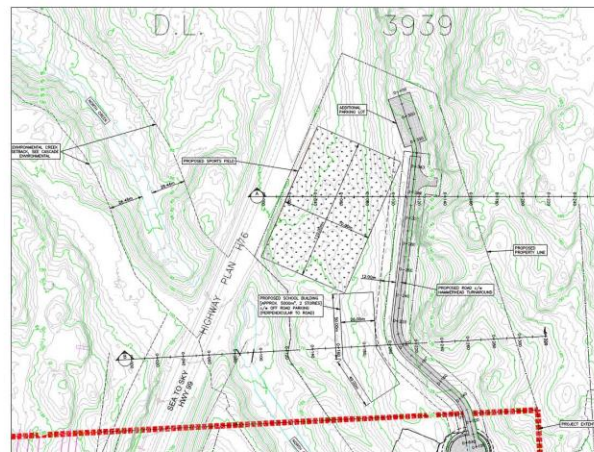


Figure 1. North Site (modified from SCH-KEY-1 File No. 14305 Rev 2, provided by CREUS). Boundary of Furry Creek Lands indicated by red dashed line.

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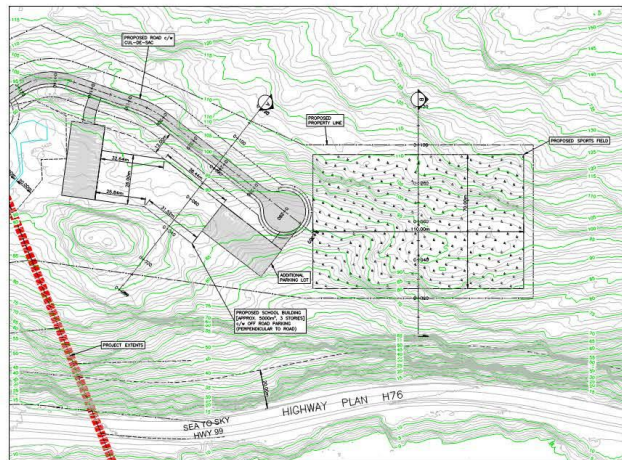


Figure 2. South Site (modified from SCH-KEY-2 File No. 14305 Rev 2, provided by CREUS). Boundary of Furry Creek lands indicated by red dashed line.

The north site is located to the north of the Furry Creek lands in a forested area bordered by Highway 99 to the west and by North Creek to the south. Sketch SCH-KEY-1 provided by CREUS shows an approx. 5,000 m² two-storey school building plus an adjacent sports field and access road.

The south site is located to the south of the Furry Creek lands in a forested area bordered by Highway 99 to the west and by the Porteau Bluff / Benchlands neighbourhoods to the north. Sketch SCH-KEY-2 provided by CREUS shows an approx. 5,000 m² three-storey school building plus an adjacent sports field and access road.

2. SITE RECONNAISSANCE

Thurber completed a reconnaissance of both proposed school sites on the morning of Wednesday, October 20, 2021. Our field work was limited to the footprint area of each site and did not include areas upslope of the proposed school infrastructure. Key observations are summarized below.

2.1 North Site

The north site was much more moderately sloping as compared to the south. Bedrock exposures were generally limited to eastern portion of the site, east of the proposed driveway, and appeared to be somewhat limited in height. The exposed bedrock appeared to be generally massive with very wide to extremely wide joint spacing. Further, the bedrock was rounded and showed evidence of being glacially scoured on the surface. Most of the site appeared to have been previously logged and there was very little undergrowth below the tree canopy. Some surface water was noted flowing along a minor topographic low near the north/south midpoint of the site.

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2.2 South Site

The south site had steep, bedrock-controlled topography with many exposed bedrock faces and in general has much more rugged terrain compared to the North Site. The bedrock has a wide to very wide jointed structure with prominent joint sets comprising near vertical joints as well as joints dipping toward the west (i.e., daylighting out of the slope). This is similar to the sheet jointing pattern seen in the bluffs along Highway 99 below the site. There were very large boulders covering much of the ground surface below the bedrock faces. Vegetation comprised very mature trees, particularly on the southern portion of the site.

3. GEOHAZARD ASSESSMENT

A preliminary desktop assessment of upslope debris flow and rock fall hazards was also completed for the north site based on the results of the site reconnaissance, Thurber's recent aerial reconnaissance of the Furry Creek area in September 2021, and our previous geohazard studies of the Furry Creek lands. The intent of this assessment was to assess potential geohazard risks to the north site in terms of the overall suitability / feasibility of the site from a geotechnical perspective and the anticipated scope of mitigation measures required for development.

A similar desktop assessment was not completed for the south site as our site observations indicate that it is less favourable for a school than the north site from a geotechnical perspective.

3.1 Debris Flow Runout Analysis

As noted in previous studies by Thurber for the Furry Creek area, North Creek may be susceptible to debris flow hazards. A major study completed by Thurber for the Ministry of Transportation and Infrastructure (MoTI) in the early 1980s recommended a design debris flow volume of 5,000 m³ for North Creek based on a detailed aerial and ground reconnaissance of the creek completed at that time. Based on the size and general topography of the North Creek watershed visible from the available LiDAR imagery, and our recent observations of this area via helicopter, the 5,000 m³ design volume estimate appears reasonable for the purposes of this study.

The runout path of a hypothetical 5,000 m³ debris flow on North Creek was analysed using the computer program RAMMS based on the 2020 LiDAR data provided by CREUS; the results of the analysis are shown on Figure 3. The analysis was completed using typical material properties (i.e., rheological parameters) for debris flows in coastal BC based on the Voellmy rheology. Further details of the analysis, including the assigned material properties and input parameters, are available upon request.

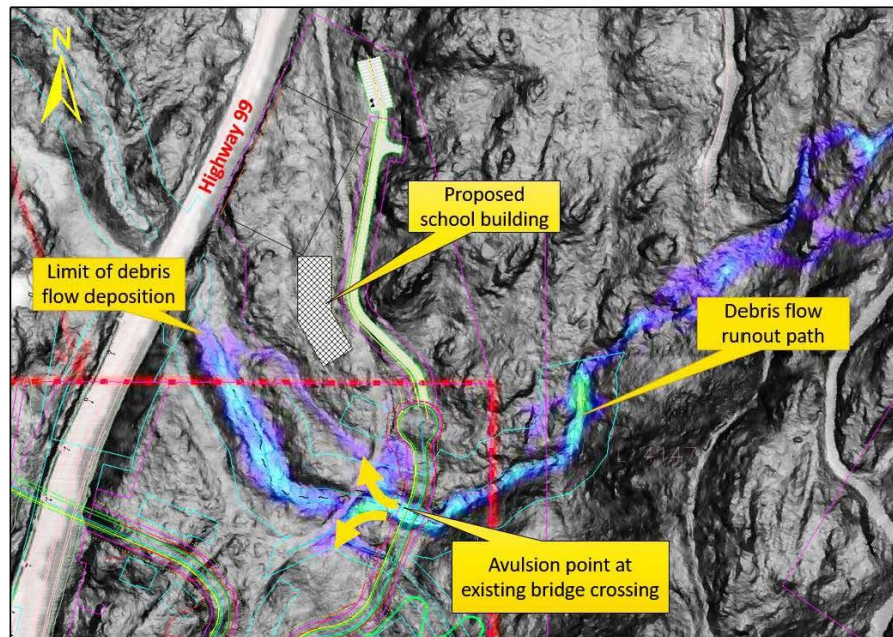


Figure 3. Plan view of the north site showing the runout path (indicated by coloured shading) of a hypothetical 5,000 m³ debris flow on North Creek.

From Figure 3, it can be seen that the north site is not impacted by the modelled 5,000 m³ debris flow, although there is some avulsion of material out of the channel at the existing bridge crossing. Implications for development of this area are discussed in Section 4.1.

3.2 Rock Fall Runout Analysis

Potential rock fall paths upslope of the north site were evaluated using the computer program RocPro3D based on the 2020 LiDAR data provided by CREUS and the rock block sizes observed from the aerial reconnaissance; the results of the analysis are shown on Figure 4. The analysis was completed using typical material properties (i.e., restitution coefficients) based on the site conditions (soil cover, vegetation, etc.) observed by Thurber. Further details of the analysis, including the assigned material properties and input parameters, are available upon request.

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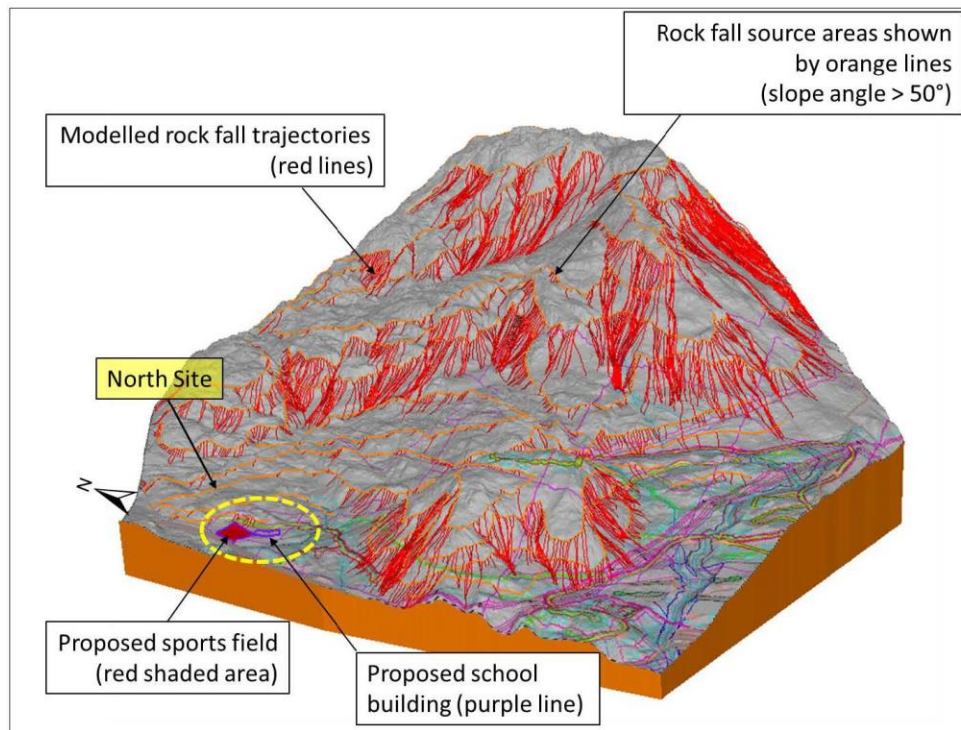


Figure 4. Isometric view of the north site showing the modelled rock fall paths (trajectories) from upslope. Red lines are rock fall paths; school site is circled in yellow.

From Figure 4, it can be seen that the north site is not impacted by rock falls sourced from the steep mountain ridges high upslope, although the proposed access road could be impacted by localized rock falls from the adjacent bluffs. Implications for development of this area are discussed in Section 4.1.

4. DISCUSSION AND RECOMMENDATIONS

4.1 North Site

Based on the site reconnaissance, it is our opinion that the north site would be preferable for a school from a geotechnical perspective. It is further expected that this site could be developed using industry-standard design and construction techniques.

The debris flow and rock fall runout analyses show that the north site is unlikely to be affected by these hazards, although there could be localized impacts to the access road and bridge crossing

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over North Creek. If this site is to be carried forward for development, further geotechnical studies should be completed to confirm mitigation measures for detailed design. At the present time, we expect the mitigation measures would entail the following:

1. Localized scaling, meshing and/or bolting of the rock bluffs above the access road and parking lot to secure any loose rock blocks, carried out as part of roadway construction.
2. Removal of the existing bridge crossing over North Creek and reinstatement / reshaping of the creek channel to safely convey water and debris downstream of this area.
3. Designing the new bridge crossing over North Creek with sufficient freeboard and armoring to pass the design debris flow. Localized armoring of the right (north) bank of North Creek downstream of the bridge may also be required depending on the final siting and configuration of the school building and sports field.

4.2 South Site

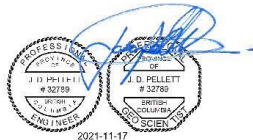
Further detailed geotechnical studies would be required to confirm the feasibility of the south site for a school. Based on the site conditions observed by Thurber, potentially significant rock slope stabilization measures could be required to render this area safe for school development.

5. CLOSURE

We trust the above provides the information you require at this time. If you have any questions regarding this memo, please contact either of the undersigned.

Yours truly,
Thurber Engineering Ltd.
David Regehr, M.Eng., P.Eng.
Review Principal

Thurber Engineering Ltd.
Permit to Practice #1001319



Jason Pellett, M.Eng., P.Eng./P. Geo.
Geotechnical Engineer

Attachments:

- Statement of Limitations and Conditions (1 Page)

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STATEMENT OF LIMITATIONS AND CONDITIONS

1. STANDARD OF CARE

This Report has been prepared in accordance with generally accepted engineering or environmental consulting practices in the applicable jurisdiction. No other warranty, expressed or implied, is intended or made.

2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report, which is of a summary nature and is not intended to stand alone without reference to the instructions given to Thurber by the Client, communications between Thurber and the Client, and any other reports, proposals or documents prepared by Thurber for the Client relative to the specific site described herein, all of which together constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. THURBER IS NOT RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

3. BASIS OF REPORT

The Report has been prepared for the specific site, development, design objectives and purposes that were described to Thurber by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the Report, subject to the limitations provided herein, are only valid to the extent that the Report expressly addresses proposed development, design objectives and purposes, and then only to the extent that there has been no material alteration to or variation from any of the said descriptions provided to Thurber, unless Thurber is specifically requested by the Client to review and revise the Report in light of such alteration or variation.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming part of the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT THURBER'S WRITTEN CONSENT AND SUCH USE SHALL BE ON SUCH TERMS AND CONDITIONS AS THURBER MAY EXPRESSLY APPROVE. Ownership in and copyright for the contents of the Report belong to Thurber. Any use which a third party makes of the Report, is the sole responsibility of such third party. Thurber accepts no responsibility whatsoever for damages suffered by any third party resulting from use of the Report without Thurber's express written permission.

5. INTERPRETATION OF THE REPORT

- a) **Nature and Exactness of Soil and Contaminant Description:** Classification and identification of soils, rocks, geological units, contaminant materials and quantities have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature. Comprehensive sampling and testing programs implemented with the appropriate equipment by experienced personnel may fail to locate some conditions. All investigations utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarizing such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and the Client and all other persons making use of such documents or records with our express written consent should be aware of this risk and the Report is delivered subject to the express condition that such risk is accepted by the Client and such other persons. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. If special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.
- b) **Reliance on Provided Information:** The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to Thurber. Thurber has relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, Thurber does not accept responsibility for any deficiency, misstatement or inaccuracy contained in the Report as a result of misstatements, omissions, misrepresentations, or fraudulent acts of the Client or other persons providing information relied on by Thurber. Thurber is entitled to rely on such representations, information and instructions and is not required to carry out investigations to determine the truth or accuracy of such representations, information and instructions.
- c) **Design Services:** The Report may form part of design and construction documents for information purposes even though it may have been issued prior to final design being completed. Thurber should be retained to review final design, project plans and related documents prior to construction to confirm that they are consistent with the intent of the Report. Any differences that may exist between the Report's recommendations and the final design detailed in the contract documents should be reported to Thurber immediately so that Thurber can address potential conflicts.
- d) **Construction Services:** During construction Thurber should be retained to provide field reviews. Field reviews consist of performing sufficient and timely observations of encountered conditions in order to confirm and document that the site conditions do not materially differ from those interpreted conditions considered in the preparation of the report. Adequate field reviews are necessary for Thurber to provide letters of assurance, in accordance with the requirements of many regulatory authorities.

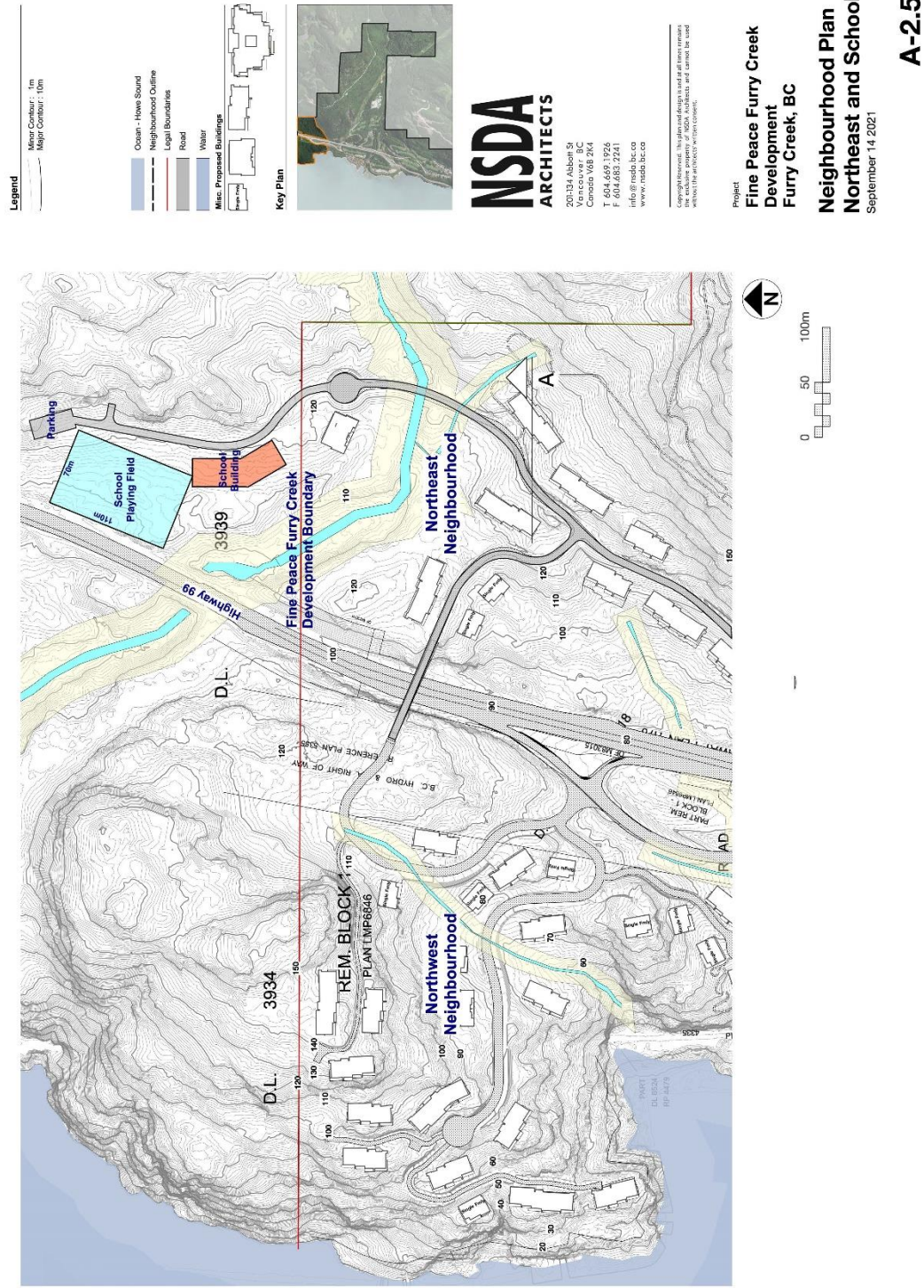
6. RELEASE OF POLLUTANTS OR HAZARDOUS SUBSTANCES

Geotechnical engineering and environmental consulting projects often have the potential to encounter pollutants or hazardous substances and the potential to cause the escape, release or dispersal of those substances. Thurber shall have no liability to the Client under any circumstances, for the escape, release or dispersal of pollutants or hazardous substances, unless such pollutants or hazardous substances have been specifically and accurately identified to Thurber by the Client prior to the commencement of Thurber's professional services.

7. INDEPENDENT JUDGEMENTS OF CLIENT

The information, interpretations and conclusions in the Report are based on Thurber's interpretation of conditions revealed through limited investigation conducted within a defined scope of services. Thurber does not accept responsibility for independent conclusions, interpretations, interpolations and/or decisions of the Client, or others who may come into possession of the Report, or any part thereof, which may be based on information contained in the Report. This restriction of liability includes but is not limited to decisions made to develop, purchase or sell land.

HKH/LG_Dec 2014



Schedule "E"



Fine Peace Furry Creek Developments

Furry Creek Fire Hall – Functional Space Program

November 29, 2021

1.0 Introduction:

This Fire Hall is intended to serve as a satellite hall for the Furry Creek community and as support for the overall Howe Sound East Service area. Furry Creek will continue to be served by the #1 Fire Hall - Britannia Beach Fire Department (BVFD), some 7 kilometers away. The proposed hall is a key component in the ongoing development of Furry Creek and will support the level of training and service required for exterior and interior operations for taller buildings. When fully operational, it will provide the required firefighting training and support facilities for a full team of 15 volunteer fire fighters for emergency response to Structural Fires Interface Fires, Motor Vehicle and other First Responder type incidents that the BBVFD will be responding to.

2.0 Siting: (refer to Site Plan)

The proposed fire hall site has been laid out to accommodate the maneuverability of all the apparatus, vehicles, and the accessible parking for volunteer firefighters and visitors. This includes a minimum of 25 on-site parking stalls with some additional on-street parking.

Siting for the Fire Hall includes double-ended drive-through apparatus bays that enable the fastest emergency deployment times. The site also includes areas for training both inside the building and on the lot. The outdoor training area includes a minimum of 840 sq. m. off dedicated space which can be expanded for special training with cars parked at the nearby Public Works facility. A fire hose drying tower will be attached to the hall. This will facilitate ladder and Aerial Apparatus training, and interior hose handling. In addition, space is allocated for an emergency generator and a fueling station. Space is identified on the site for the construction of two additional apparatus bays when required to meet future demands.

3.0 The Fire Hall: (Note: Refer to page 3 for the detailed list of proposed apparatus and equipment)

The Fire Hall will be a high performance, modern building incorporating concrete, masonry and heavy-timber construction, with robust and sustainable finishes. The structure will be designed to meet Post-Disaster seismic standards. This will include reinforcing to door openings to ensure full operation during and after an earthquake event. The floor plan will have an efficient operational layout that allows quick and easy access for apparatus deployment. The apparatus bays will have a clear height to accommodate all anticipated apparatus with clear space for

Cont....Page 2

ease of access to vehicles and equipment. Vehicle and equipment maintenance will be provided by contracted mobile maintenance teams. The apparatus bays, contaminated equipment, PPE and uniform storage will be pressurized by the mechanical HVAC system to eliminate contaminants from the admin/training/living areas.

The Fire Safety Officer's office will provide the emergency control function for Dispatching paging and deployment to Emergency Incidents with telecommunication and computer mapping functions.

The Training Room will be fitted out and furnished for training sessions and debriefing for up to 30 people. Full locker and changing facilities are included for volunteers. A decontamination room will be built to accommodate a washer/dryer for the proper cleaning of Personal Protective Equipment. Men's and Women's Shower/Washrooms shall be located adjacent to the apparatus bays. Lounge, Kitchen and dining areas are provided for up to 15 volunteers for relaxing during times of social activity.

4.0 Space Program

This preliminary space program outlines floor areas to be accommodated in the Fire Hall. It will be refined with further design development and input from users.

Main Floor

Double apparatus Bay	218 sq. m.	10 m x 21.8 m
Balance of Main Floor :	232 sq. m.	10.65 m x 21.8 m
Showers / decontamination room		
Equipment/PPE/uniform storage		
Drying / practice tower / hose storage racks		
Gear storage		
Maintenance workshop		
Lockers / changing / washrooms		
Training / meeting room		
Kitchen / dining / lounge		
Office / dispatch / storage / medical supplies		

Second Floor **80 sq. m.**

Dormitory
Washrooms
Other

Total Floor Area 530 sq. m.

Cont....Page 3

5.0 Equipment and Apparatus

(To Be Coordinated with BBVFD Standards for uniformity of equipment in consultation with BBVFD and SLRD)

15 new full sets of Turnout Gear and gear bags including the face mask portion of the SCBA breathing apparatus.

6 new SCBA breathing apparatus that match BBVFD to be increased to 10 to meet future requirements.

20 SCBA air tanks with custom storage shelving.

Note: The air tanks will be filled #1 Britannia Beach Fire Hall compressor, some 7 kilometers away. This compressor is regularly maintained and certified on an annual basis.

UL/CSA approved flammable storage cabinet.

15 sets of coveralls.

A workbench and tool storage for small engine repairs and maintenance .

An on-site emergency generator to support operation during power outages.

Fridge, stove, industrial washer, dryer, and lounge furniture.

Office desks and cabinets, computer and large printer, first aid/medical supplies.

Audio visual equipment, white boards, chairs and folding tables for training rom.

Base radio and 4 portables.

Fire Hall security system with cameras and alarms.

Nederman 865 spring recoiled vehicle exhaust hose reel.

Recoil 120v power cords at each stall at the apparatus bays.

Standpipe connections between front and rear apparatus bay doors.

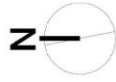
Electric remote control to apparatus bay doors with manual safety override.

Hose storage racks.

1 Quint pumper engine / aerial ladder truck conforming to NFPA 1901 - Standard for Automotive Fire Apparatus, with hoses, tools and apparatus to match Britannia procurement.



Date: Oct 25, 2021 Issue / Revision: 10 SLRD



Sheet

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ARCHITECTS

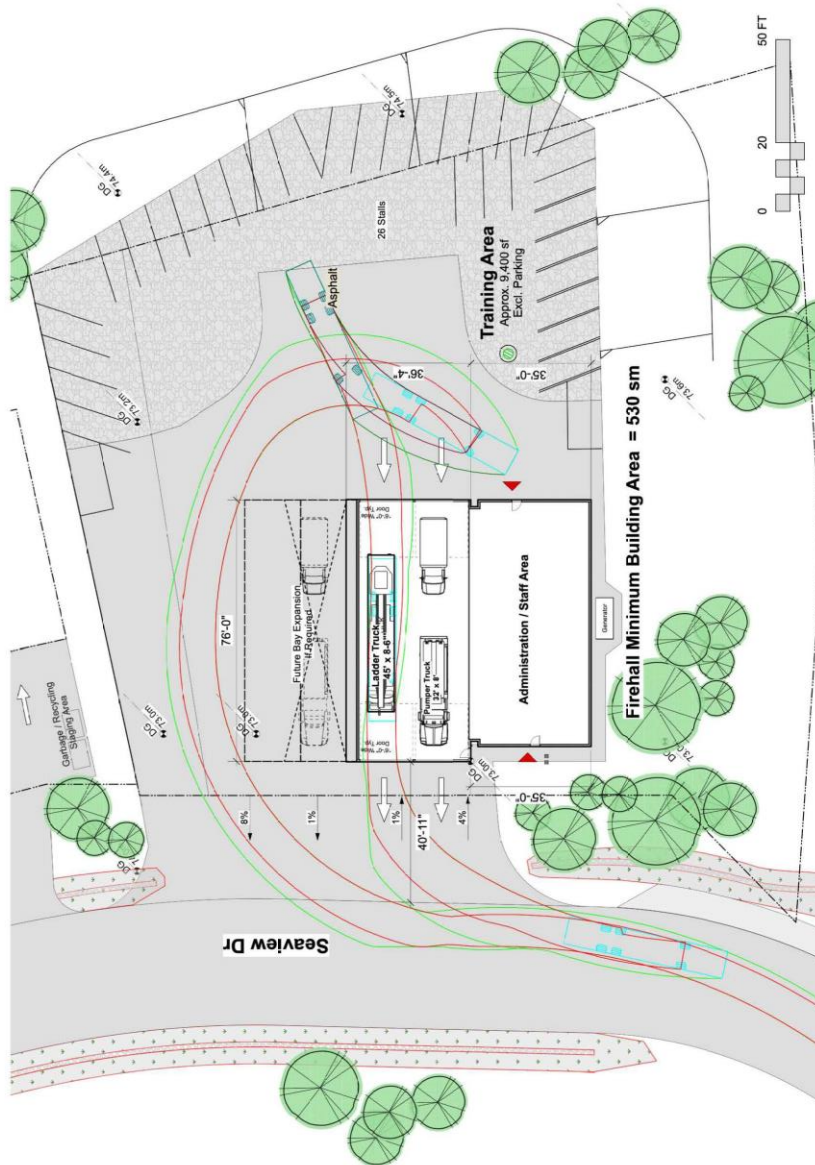
200134 Ashland St.
Crestview, FL 33434
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Fax: 888-488-7221
www.nsda.com

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Project: **Furry Creek Firehall**

Sheet Title: **Main Floor**

Project Number:
Scale: **1:250**
Sheet Number: **A-2**



Date: _____ Issue / Revision
 Sept. 14, 2022 10 SLRD

Sheet



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 F: 403-243-1176
 info@nsda.ca
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Project
Furry Creek Firehall

Sheet Title
Renderings

Project Number

Drawn

Sheet Number

A-4

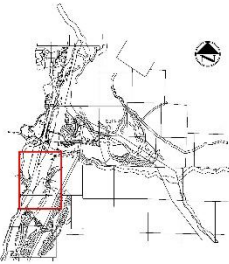


Schedule "F"

CREUS
Engineering
Civil Engineers & Project Managers
4616 EAST TOWER, 22ND STREET, JARVIS WEST, NORTH VANCOUVER BC, V7Y3J2
TEL: 604-287-5173 FAX: 604-287-5174

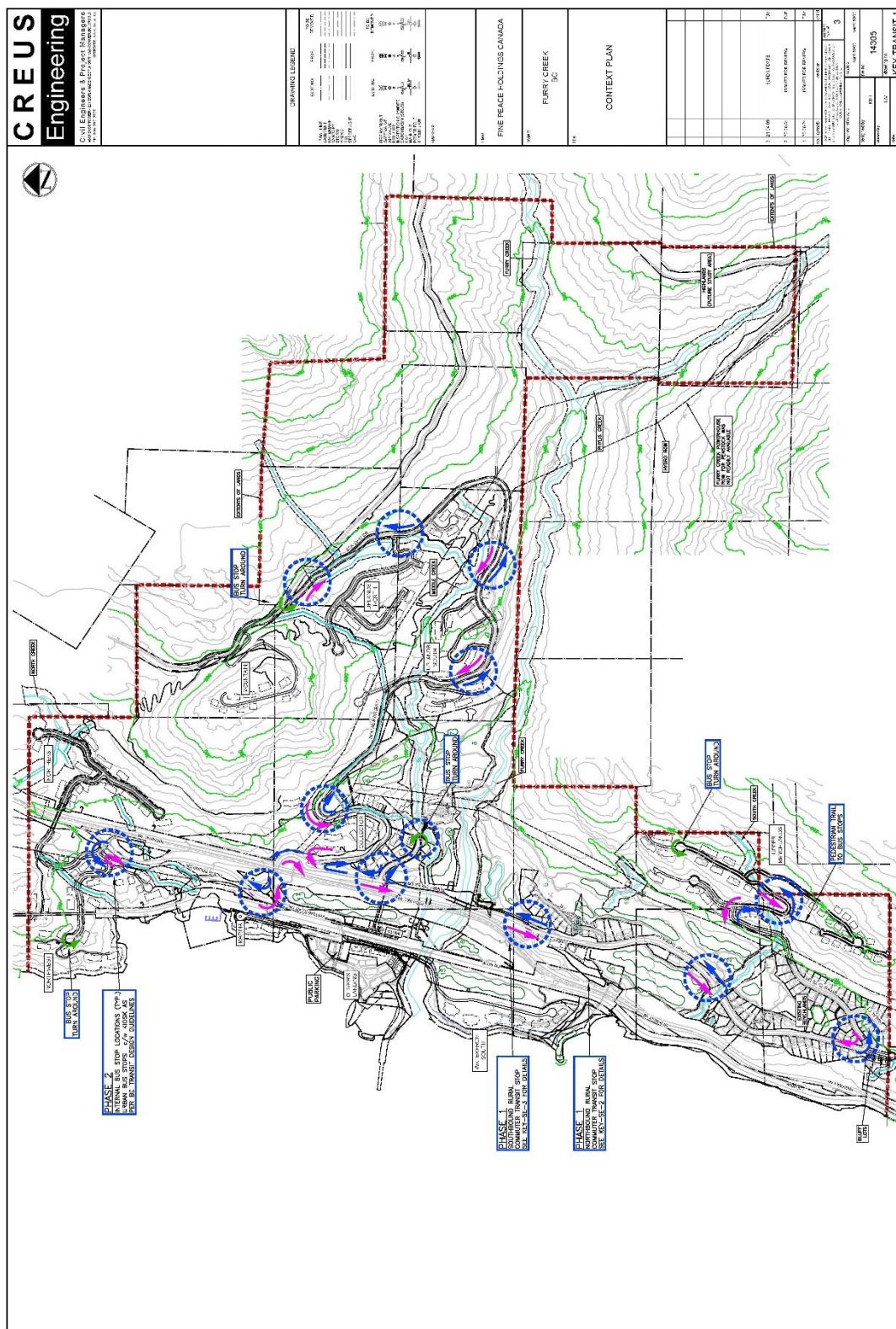
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FURRY CREEK LANDS, BC
SOUTH ENTRANCE - TRANSIT STOPS

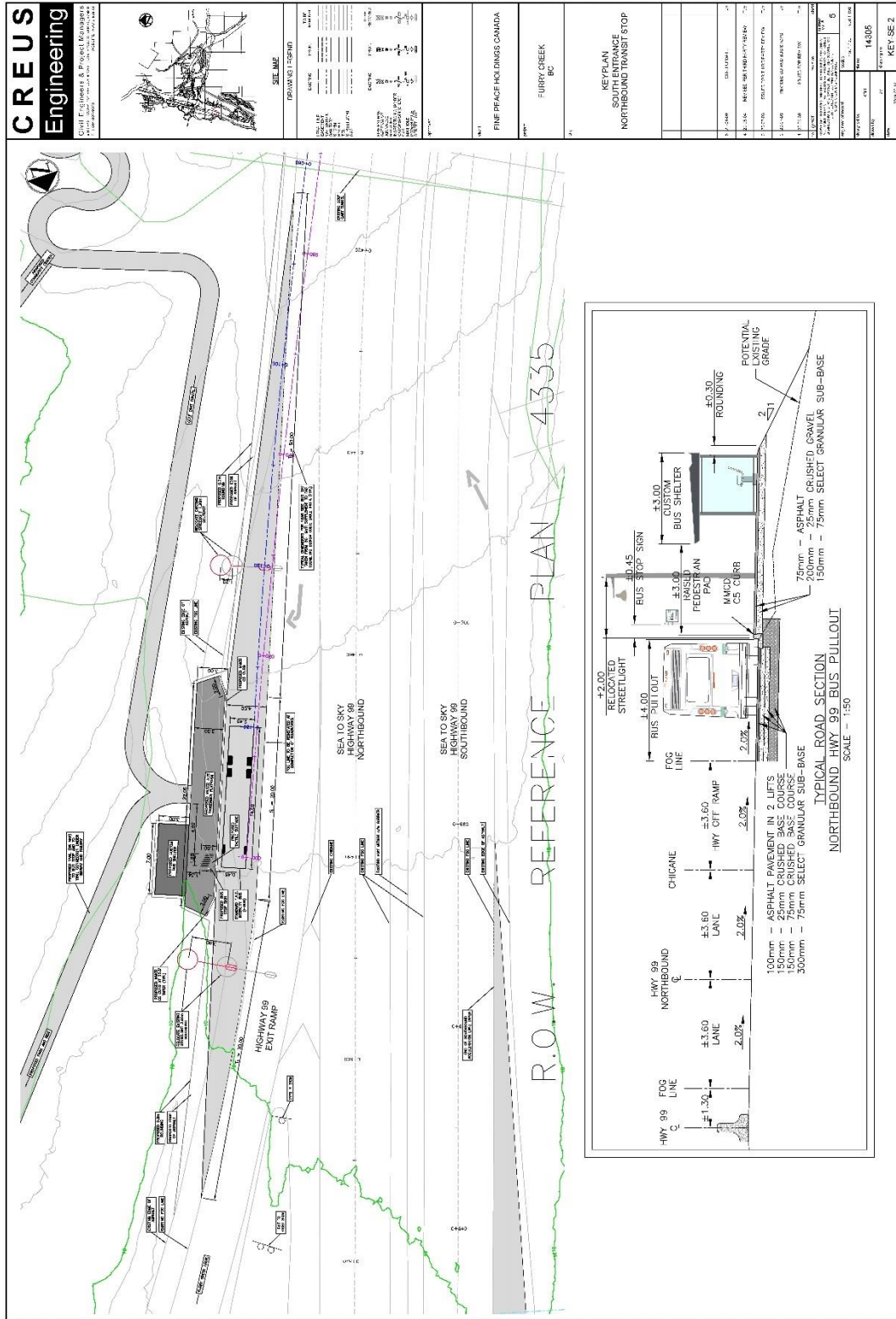
CLIENT:
FINE PEACE HOLDINGS
CANADA

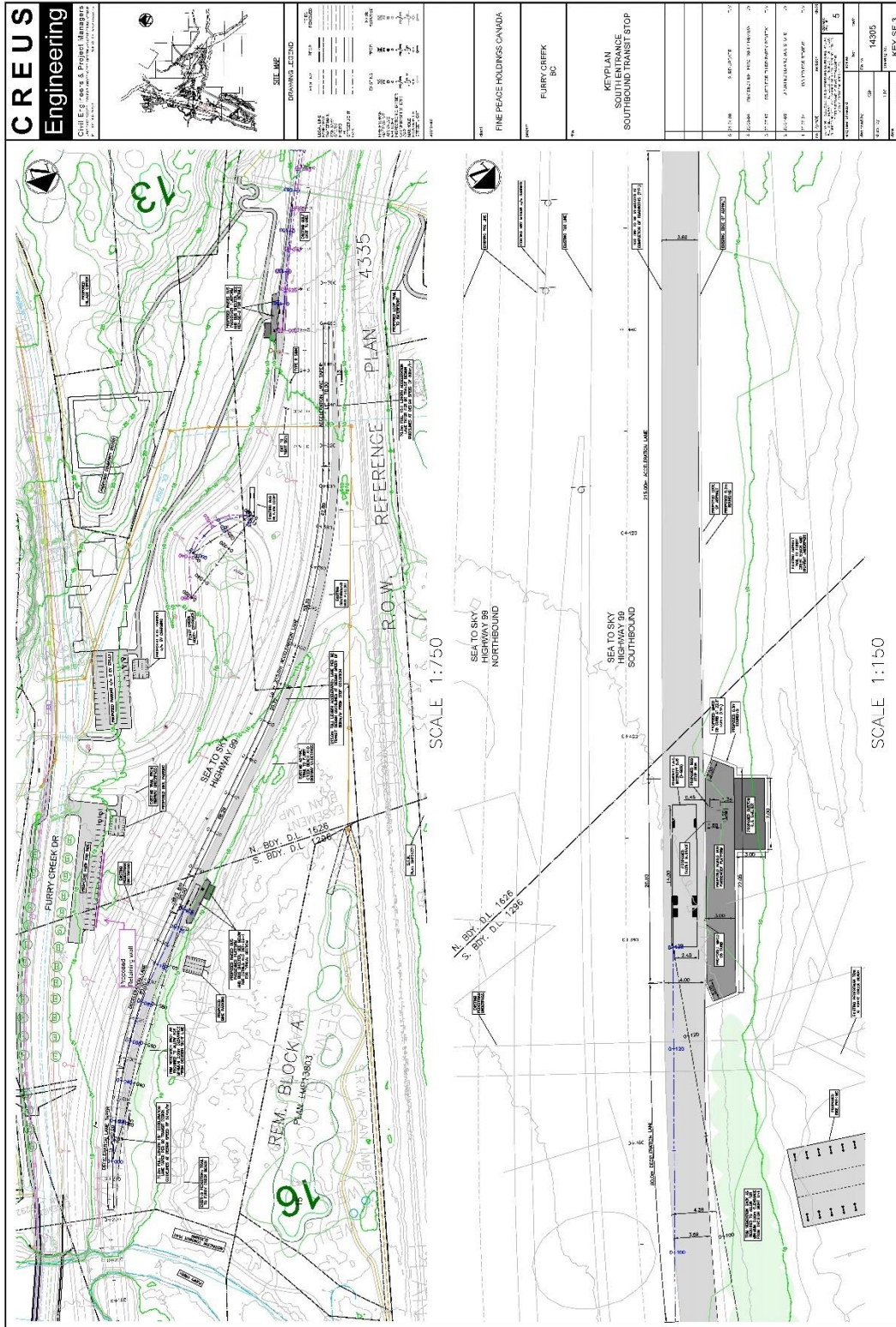


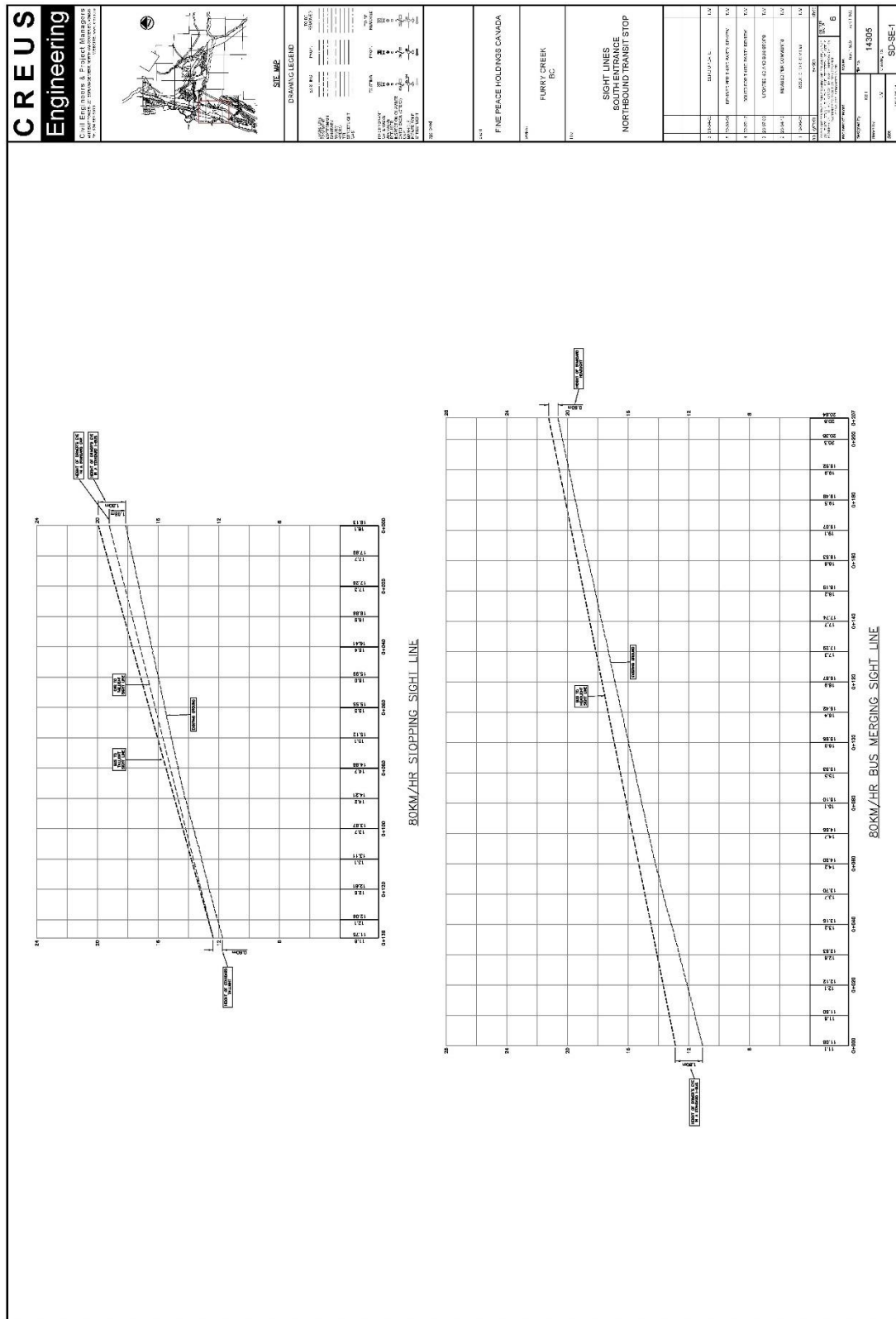
2021-04-09
SLRD UPDATE

DRAFT

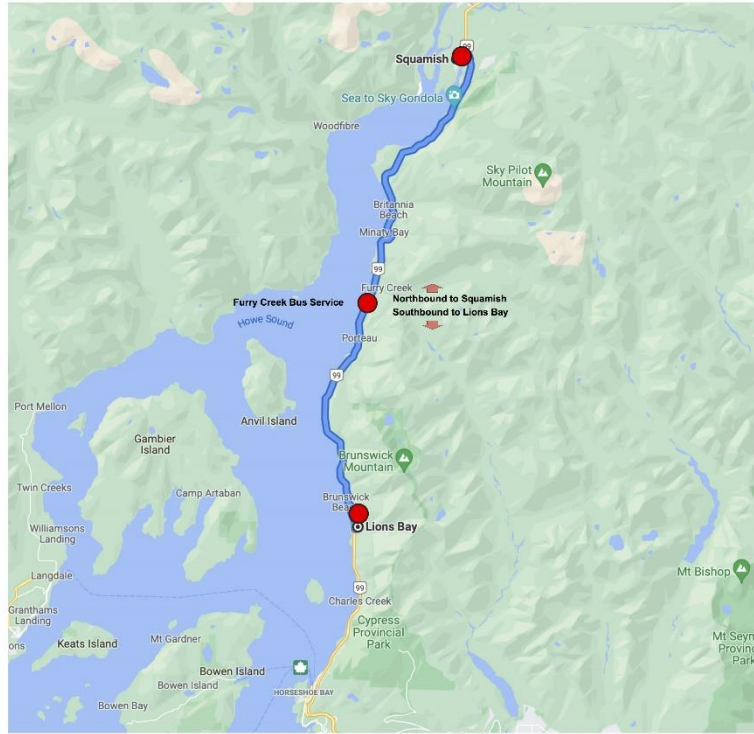








Schedule "G"



NSDA ARCHITECTS

201-134 Abbott St
Vancouver BC
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T: 604.669.1926
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info@nsda.bc.ca
www.nsda.bc.ca

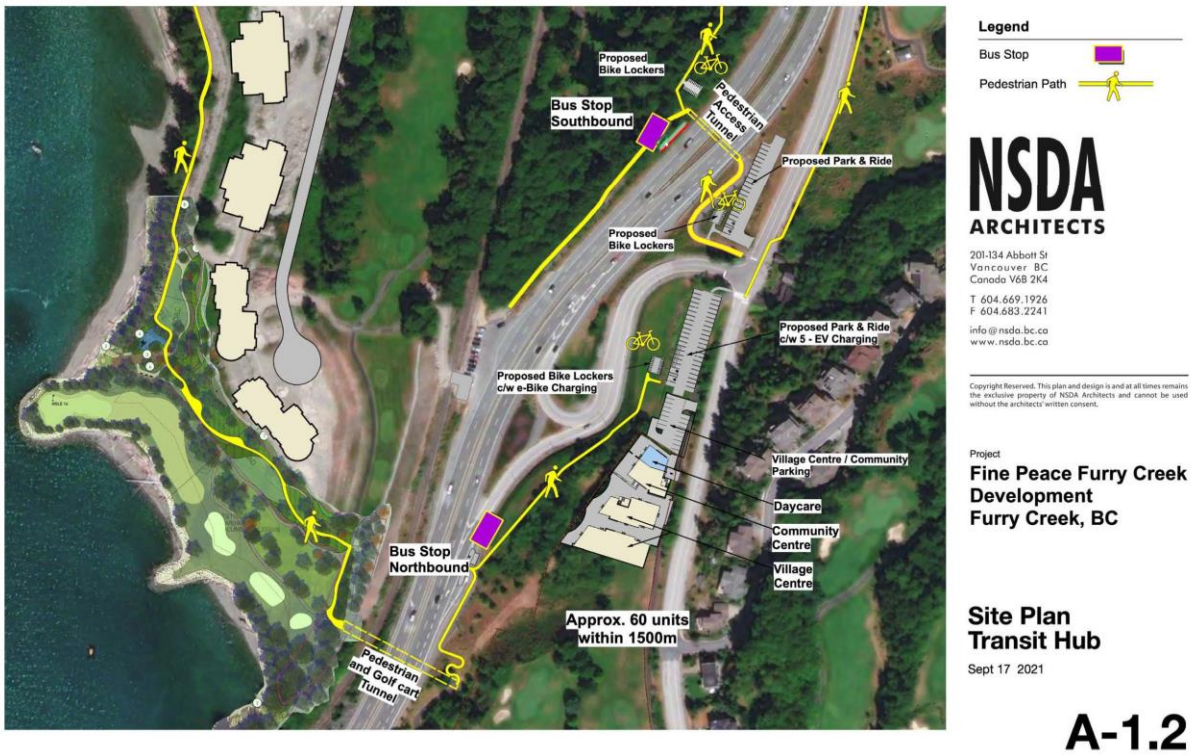
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Project
**Fine Peace Furry Creek
Development**
Furry Creek, BC

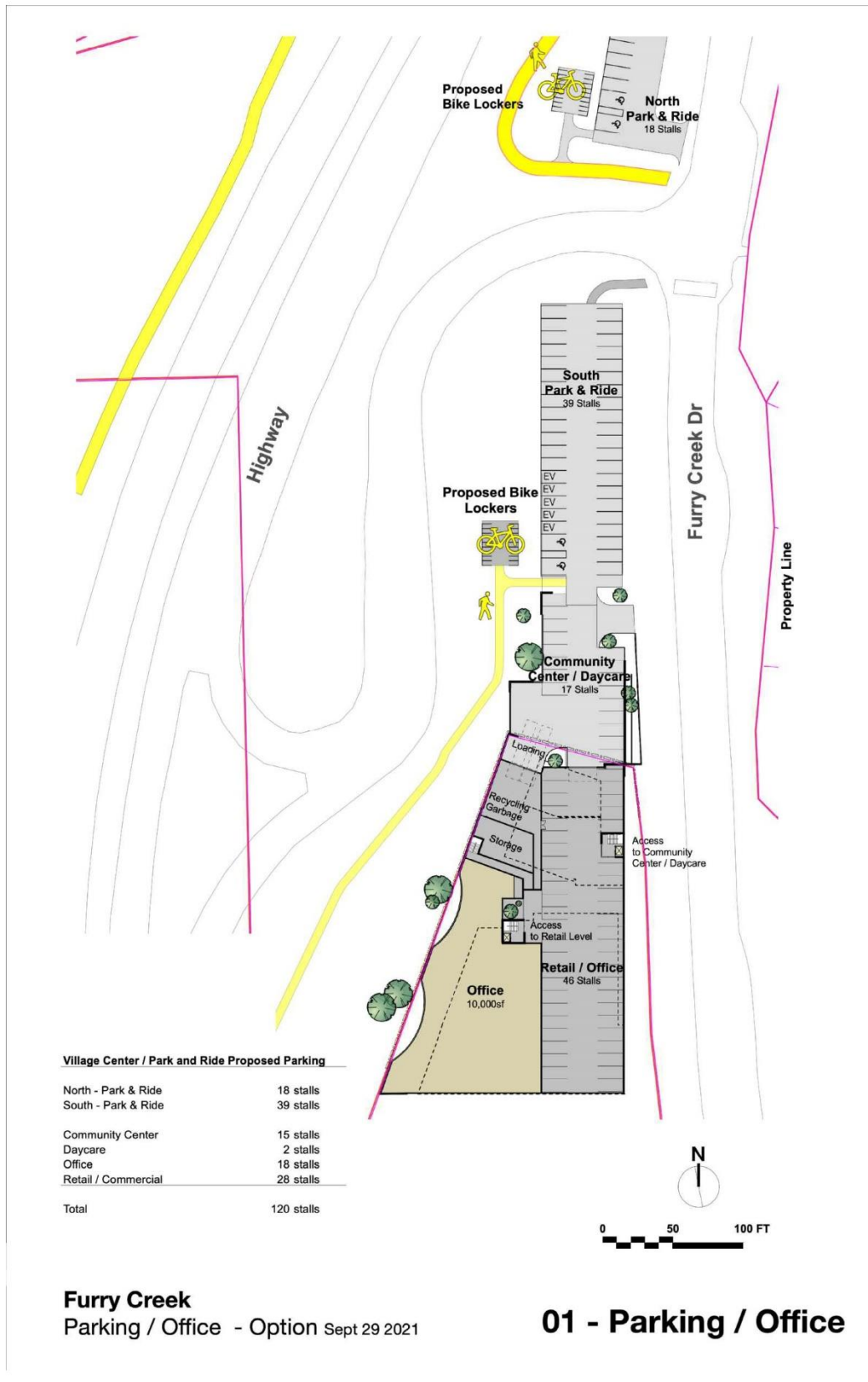
Bus Service
Sept 17 2021

A-1.3

Schedule "H"



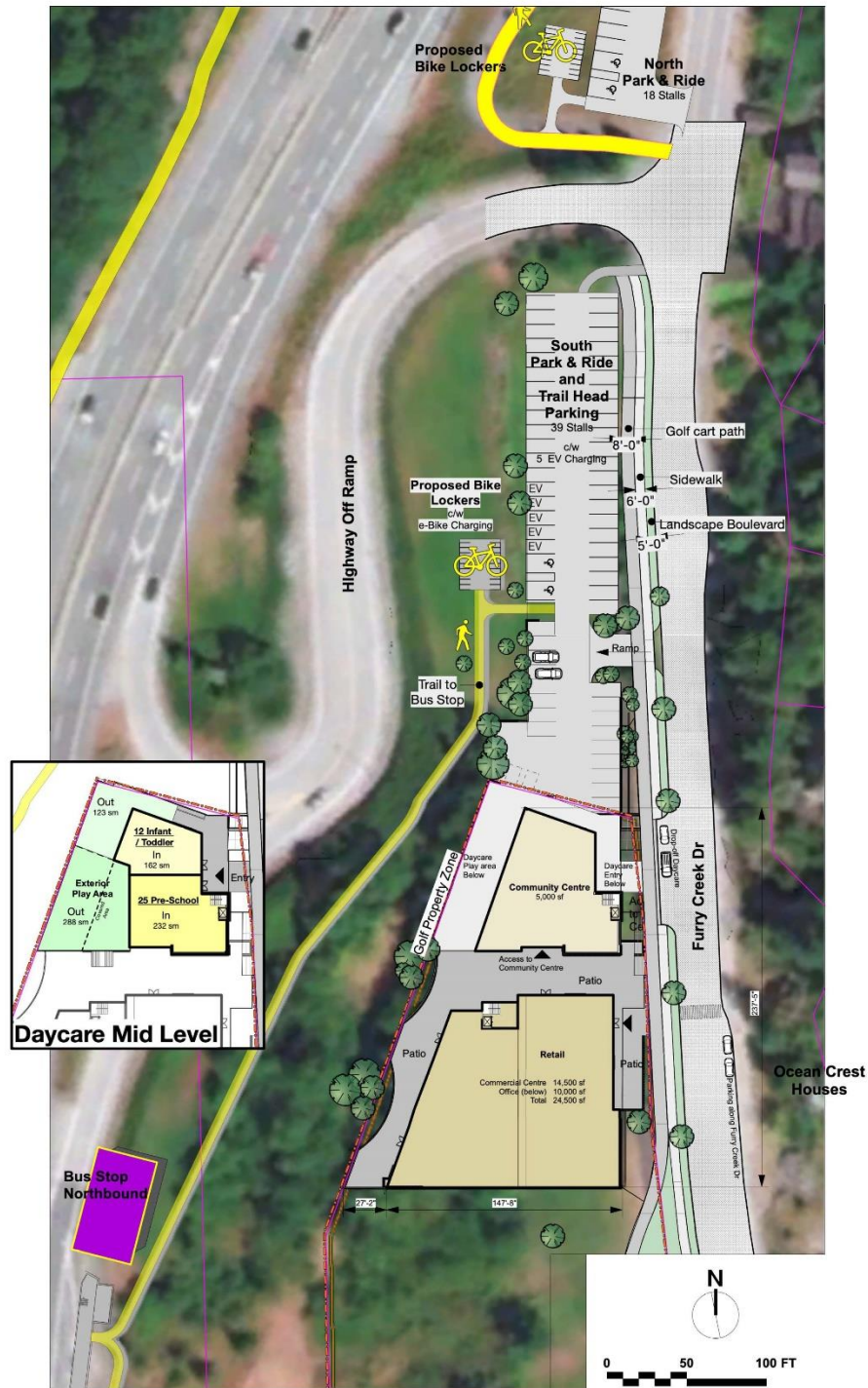
Schedule "I"





Furry Creek
Village Center - Sept 29 2021

03 - Renderings



Furry Creek
Commercial - Daycare Option - Feb 22 2022

02 - Main Level

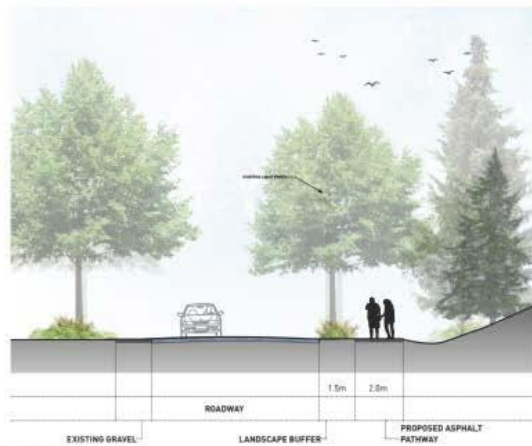
Schedule “J”

Statutory Right of Way – Public Dyke Pathway

[To Be Added Before Public Hearing]

DRAFT

Schedule "K"



4 MOUNTAIN TRAIL - LOOP TRAIL B
Scale: 1:100

1. MATERIALS

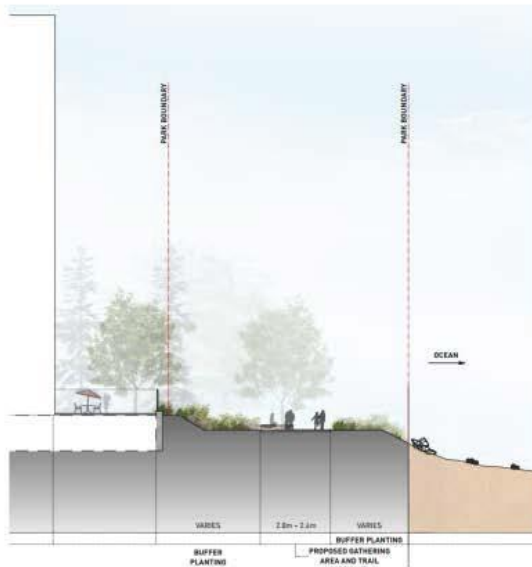
- Asphalt Alongside Road
- Bark Mulch in Forest Area

2. RETAINING WALLS

- Heavy Timber
- Natural Stone

3. AMENITIES

- Lighting Along Roadway
- Trailhead Signage
- Interpretive Signage



7 WATER FRONT PARK TRAIL - LOOP TRAIL A
Scale: 1:100

1. MATERIALS

- Asphalt (Width Varies on Location)

2. RETAINING WALLS

- Natural Stone

3. AMENITIES

- Low Level Lighting
- Benches
- Interpretive Signage



8 MOUNTAIN SIDE TRAIL
Scale: 1:100

1. MATERIALS

- Bark Mulch, Typical
- Board Walk If Area is Wet

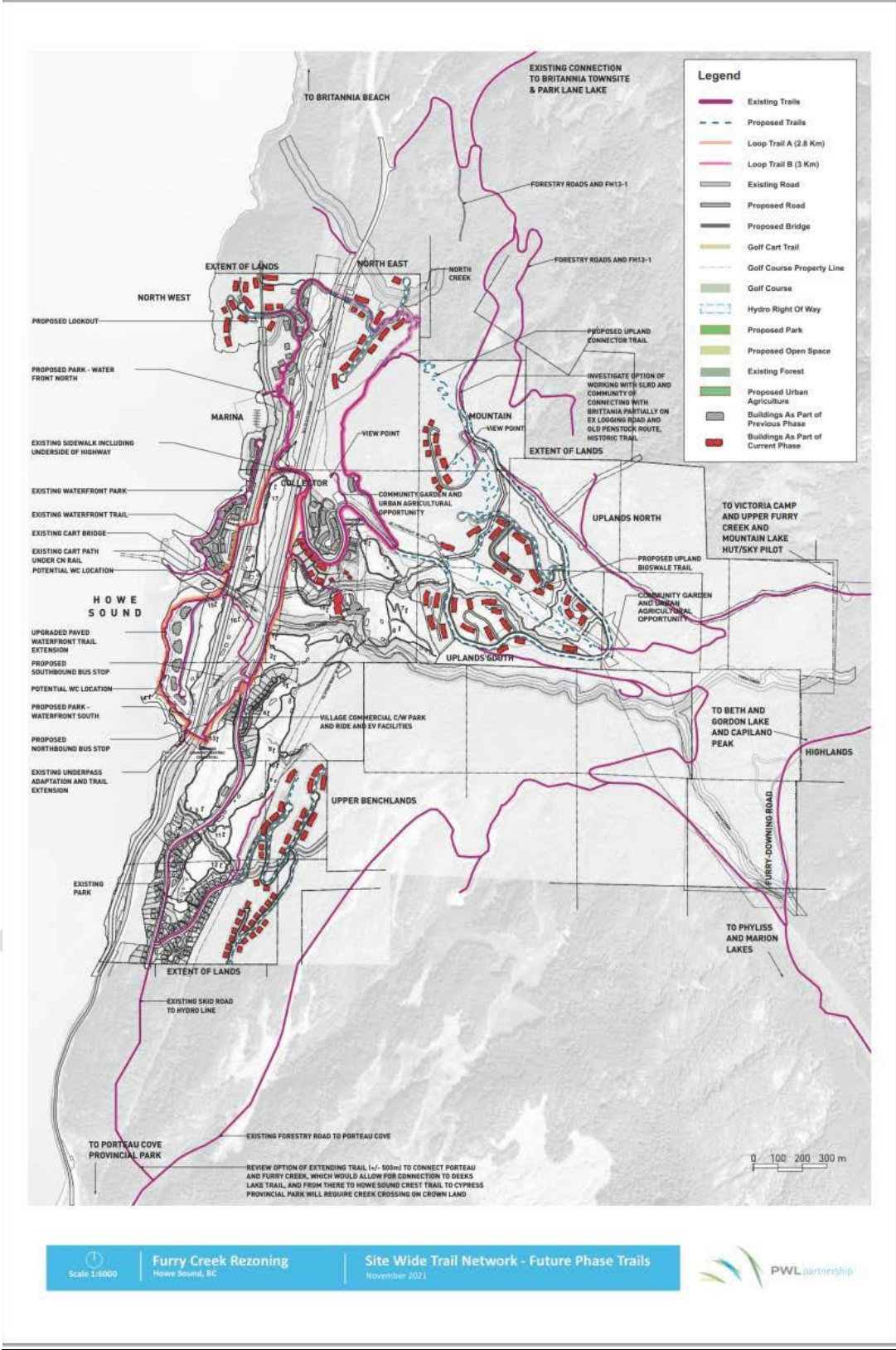
2. RETAINING WALLS

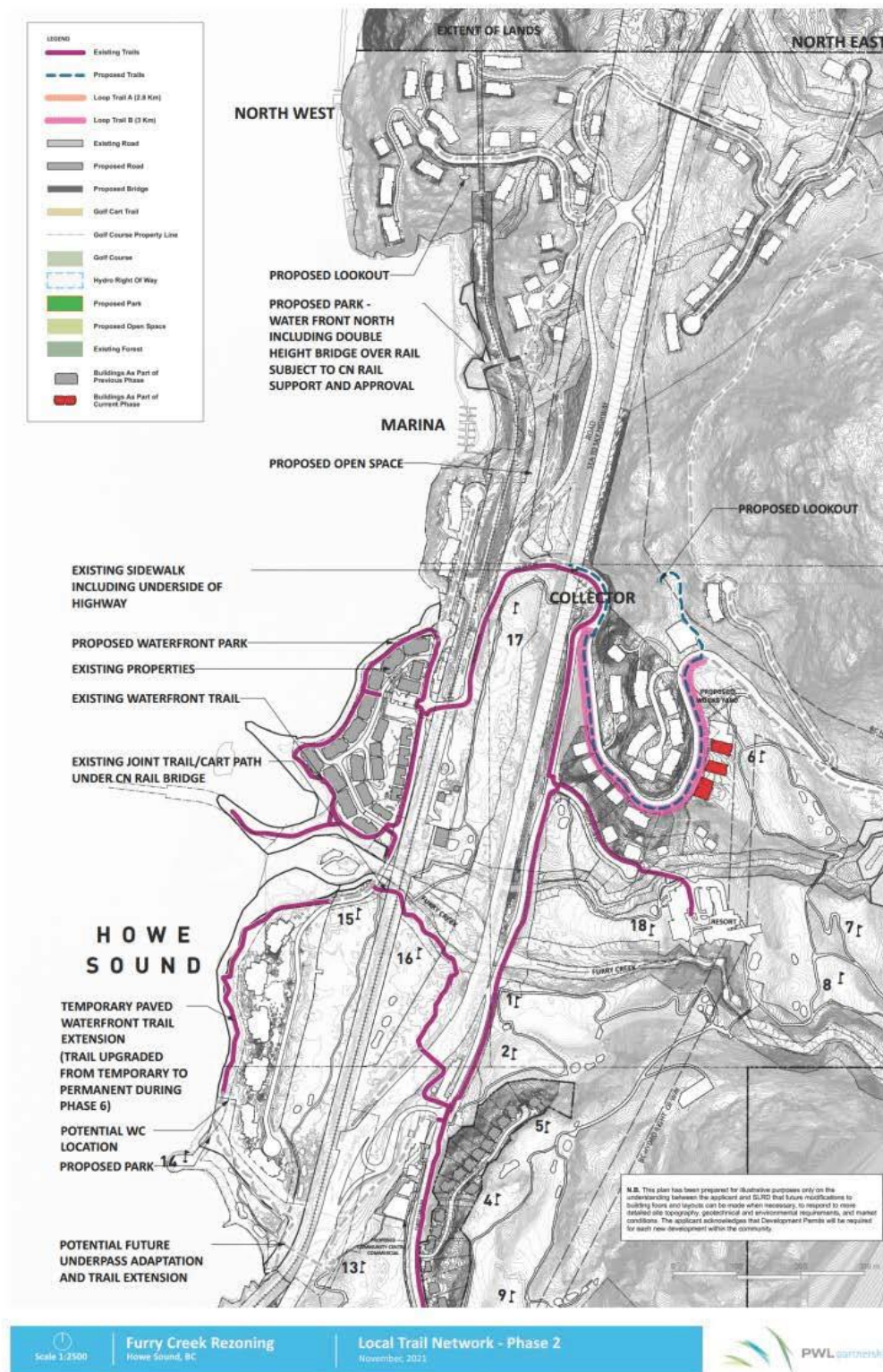
- Local Stone Boulders
- Heavy Timber

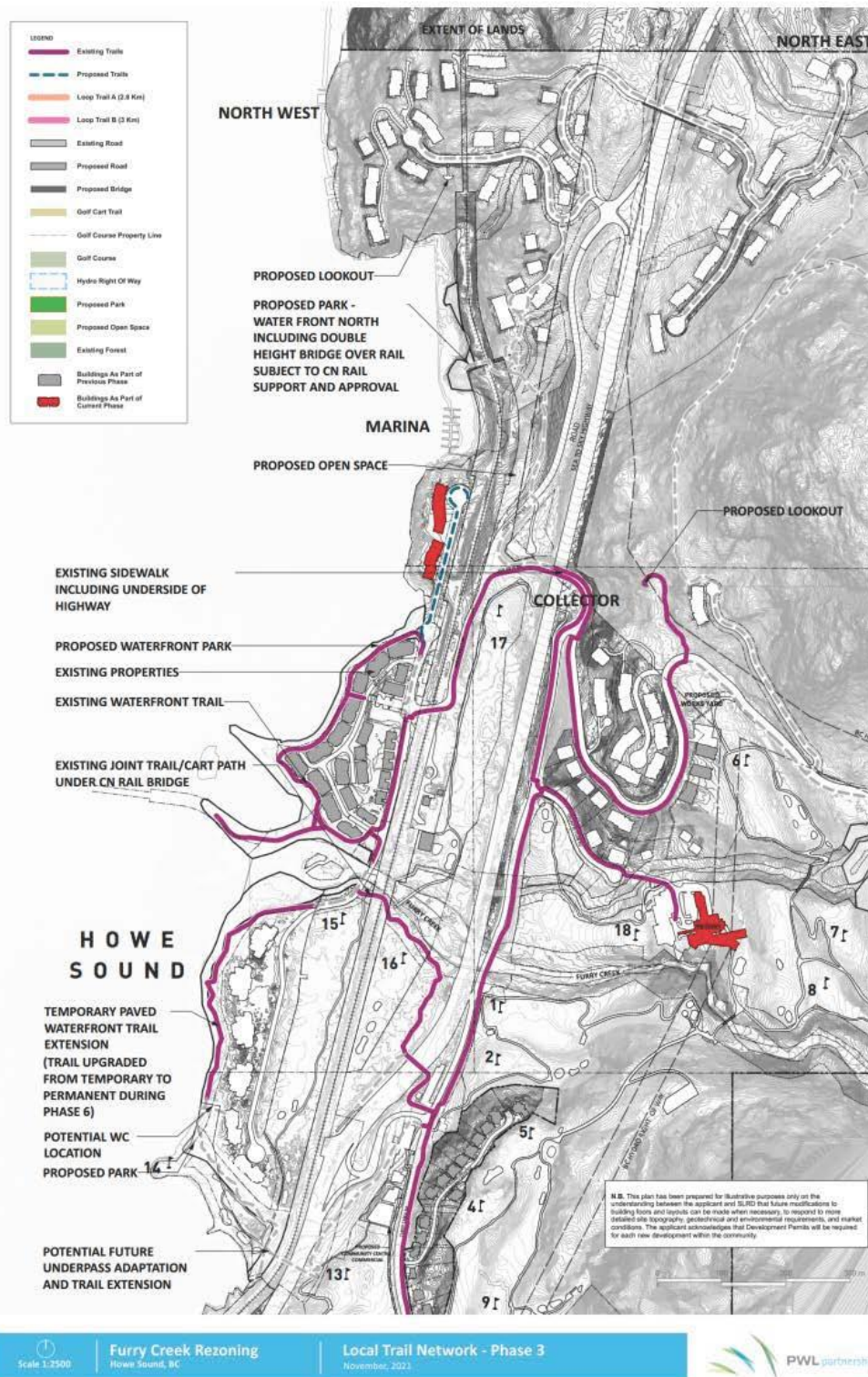
3. AMENITIES

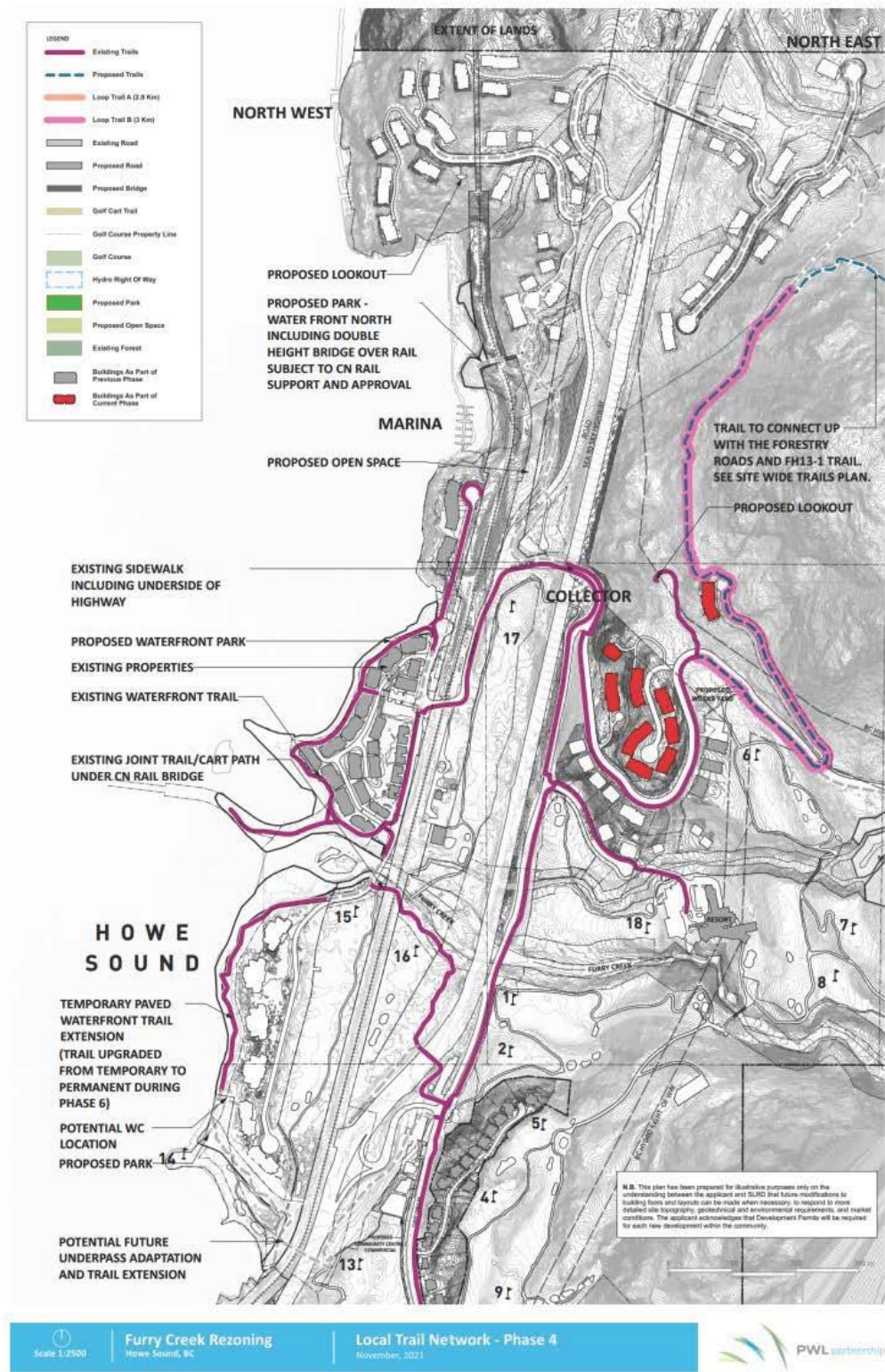
- Trailhead Signage

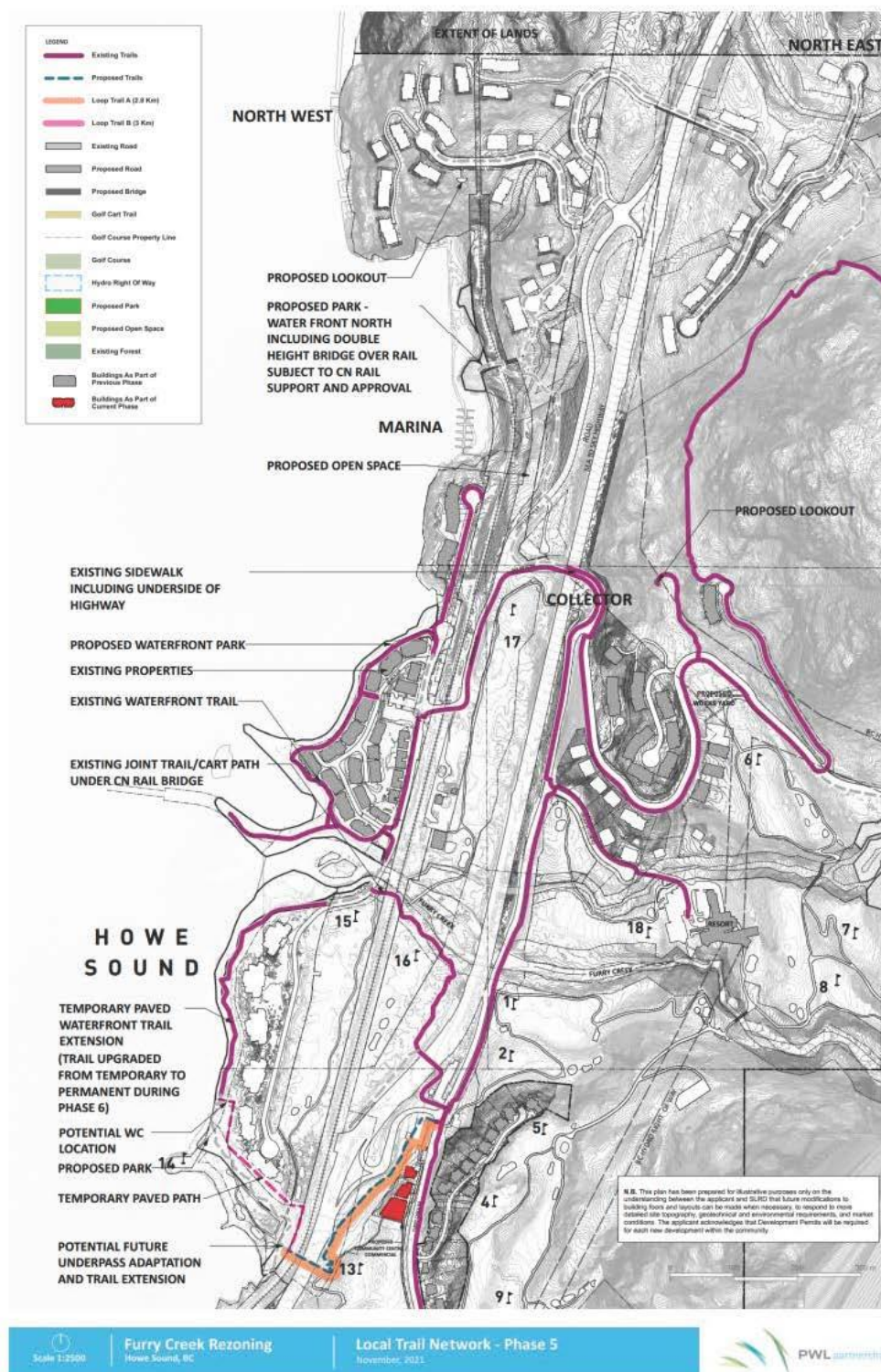


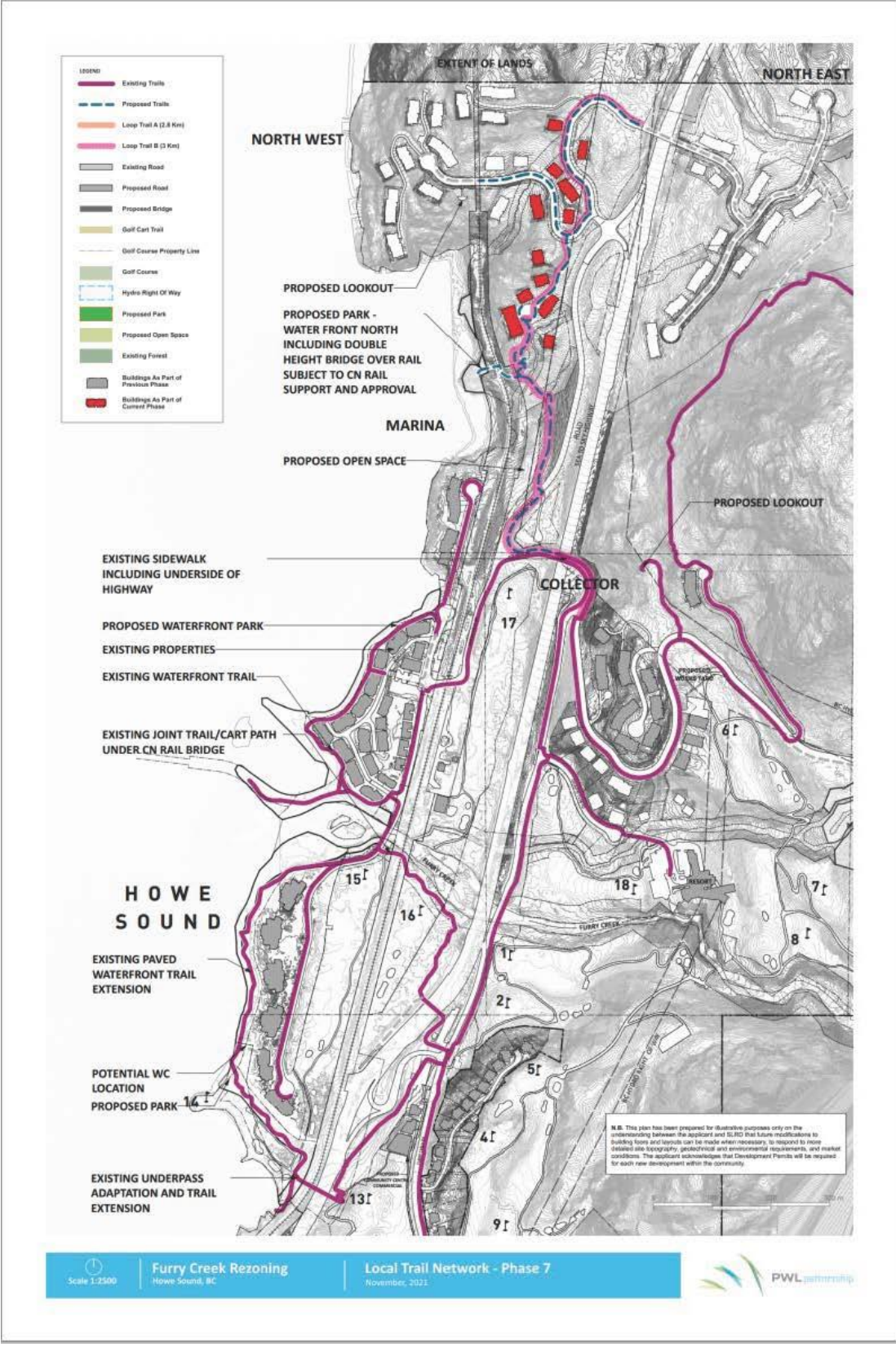


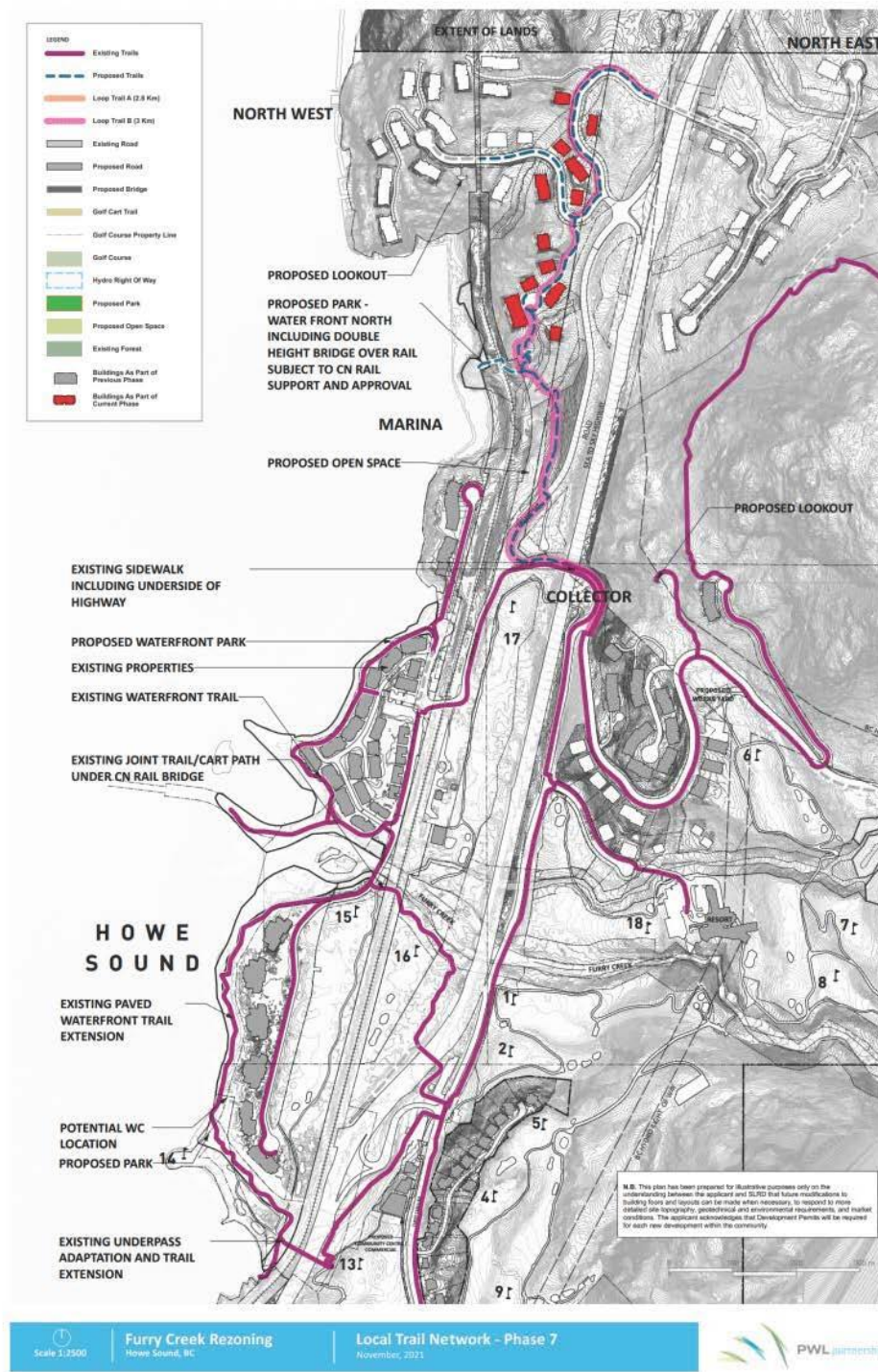




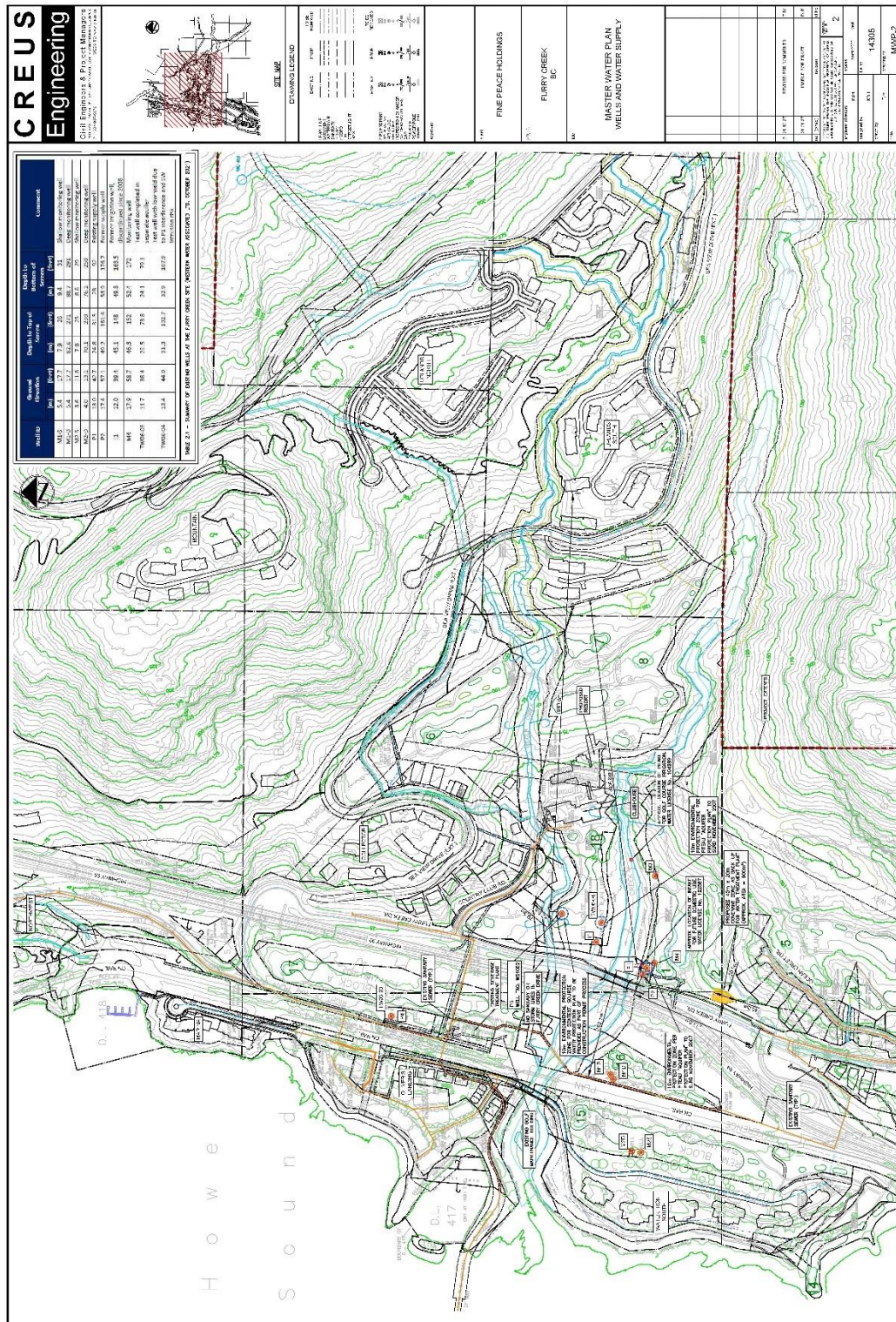


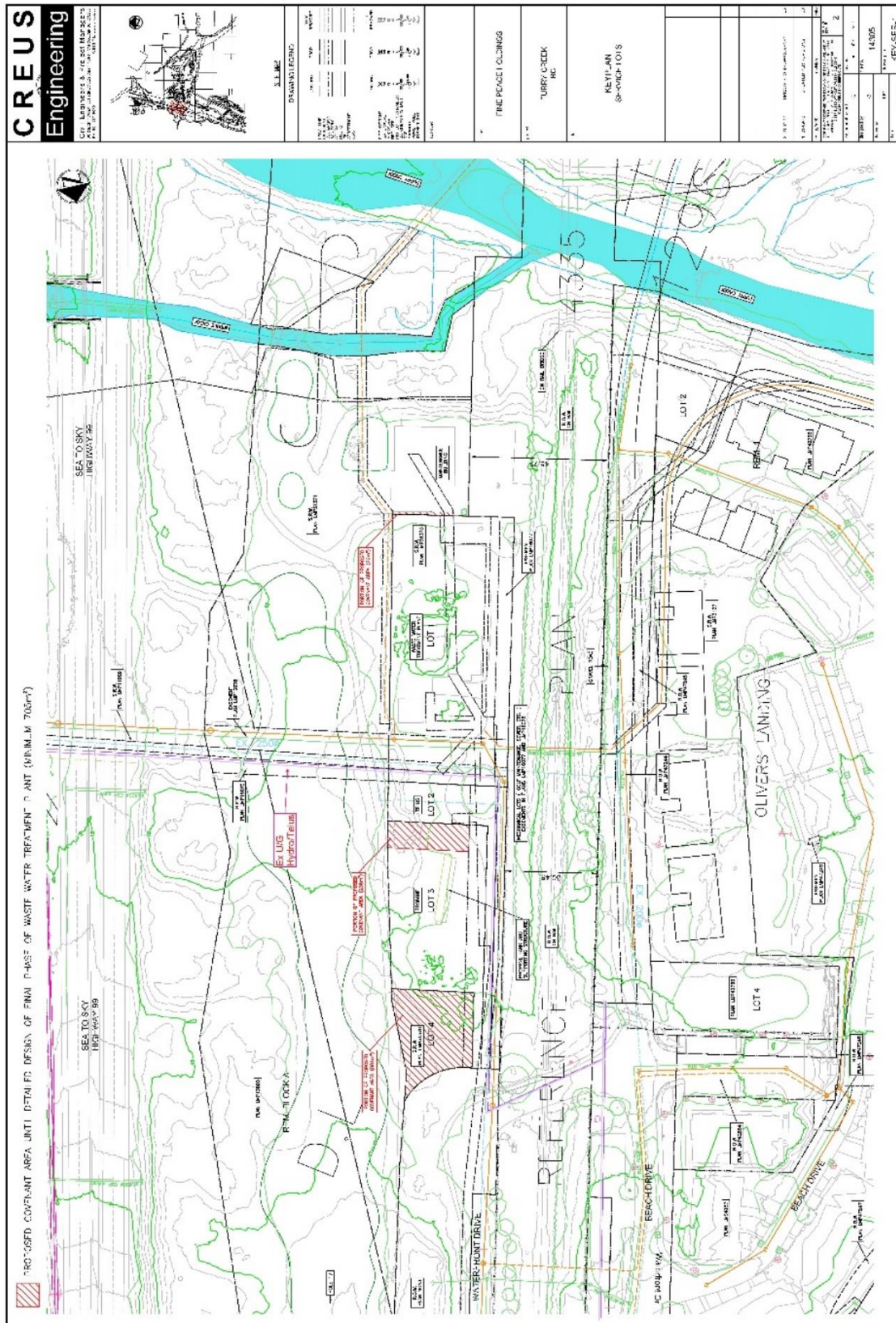






Schedule "L"





Schedule “M”

Schedule M Fire Department Funding Calculations

Amenity Zoning/Covenant Installments – Approach and Rationale

Item	Approach	Rationale
How much?	Years 3-6 TOTAL: \$2,119,180	Budget for years 3-6 (2024-2027 in the Table 1: BBVFD Annual Operating Costs (DMA 2021)) of the expanded BBFVD to be secured through amenity zoning installments, as years 1 and 2 will be requested as an Upfront CAC. Further, incremental costs in years 7-9 (2028-2030 in Table 1) can be supported by the expanded tax base. See calculations below for full breakdown of contributions.
How to split between developers?	Based on development rights	Development rights to be used to determine how to split costs as these are the most accurate/equitable determining factor for the need for expanded fire protection services (as opposed to parcel area), as undeveloped portions of land do not require fire protection services. • Total market units proposed at Britannia South = 900 • Total market units proposed at Furry Creek = 750 • 1650 is the total development units (excluding non-market and tourist accommodation) proposed at Britannia South and Furry Creek
What are the development triggers?	Units	Dwelling units to be used to determine development triggers, with covenants addressing height restrictions related to fire protection services. Amenity Zoning trigger to be set for every 100 units.

Calculations

Amenity Zoning and/or financial contributions to be secured under a covenant to be negotiated as follows:

- \$2,119,180/1650 units (total market units at Furry Creek and Britannia South) = \$1,284 per unit cost contributions towards expanded fire protection services.
- 100 units x \$1,284 = \$128,400 required every 100 units built. This requirement would be for each developer and would be set out in the zoning (amenity zoning)

Upfront CACs – Approach and Rationale

Item	Approach	Rationale
How much?	First year (\$326,000) Second year (\$555,485) TOTAL: \$881,548	Budget for the two years of the expanded BBVFD to be secured at time of bylaw adoption as this will provide time to expand the fire protection services in advance of construction. See calculations below for full breakdown of contributions.
How to split between developers?	Based on development rights	Development rights to be used to determine how to split costs as these are the most accurate/equitable determining factor for the need for expanded fire protection services (as opposed to parcel area), as undeveloped portions of land do not require fire protection services. • Total market units proposed at Britannia South = 900 • Total market units proposed at Furry Creek = 750 • 1650 is the total development units (excluding non-market and tourist accommodation) proposed at Britannia South and Furry Creek

Calculations

Upfront CACs to be negotiated as follows:

- \$881,548/1650 units = \$534 per unit contribution
- Furry Creek: 750 units x \$534 = \$400,500 upfront CAC required at bylaw adoption
- Britannia South: 900 units x \$534 = \$480,600 upfront CAC required at bylaw adoption

Table 1: BBVFD Annual Operating Costs

Annual Operating Costs				
Budget Year	BBVFD	Expanded BBVFD	Total	
2022	\$ 442,308	\$ 326,063	\$	768,371
2023	\$ 446,875	\$ 555,485	\$	1,002,360
2024	\$ 515,533	\$ 524,119	\$	1,039,651
2025	\$ 456,284	\$ 513,169	\$	969,454
2026	\$ 461,131	\$ 551,008	\$	1,012,138
2027	\$ 444,654	\$ 530,884	\$	975,538
2028	\$ 449,273	\$ 540,938	\$	990,211
2029	\$ 453,984	\$ 551,757	\$	1,005,741
2030	\$ 458,789	\$ 562,792	\$	1,021,582

Requisition and Timeline (DMA, 2021)

**FINE PEACE HOLDINGS LIMITED
PRIORITY AGREEMENT**

In this consent and priority instrument:

- (a) **"FPH Existing Charges"** means the Mortgage registered under number CA6962745 and the Mortgage registered under number CA6872155;
- (b) **"FPH"** means Fine Peace Holdings Limited;
- (c) **"New Charge"** means the Covenant contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which FPH acknowledges, FPH:

- (i) hereby consents to the granting of the New Charge; and
- (ii) agrees that the New Charge charges the land in priority to the FPH Existing Charges, if any, in the same manner and to the same effect as if 1163847, Fine Peace Furry Creek and FPFCD had granted the New Charge, and the New Charge had been registered against title to the 1163847 Lands, Fine Peace Furry Creek Lands and FPFCD Lands, respectively, prior to the grant or registration of the FPH Existing Charges or the advance of any money under the FPH Existing Charges.

The grant of priority is irrevocable, unqualified and without reservation or limitation. To witness this consent and priority instrument, FPH has caused its duly authorized signatories to sign the attached Form C.

**FORTISBC ALTERNATIVE ENERGY SERVICES INC.
PRIORITY AGREEMENT**

In this consent and priority instrument:

- (e) **"FortisBC Existing Charge"** means the Lease registered under number BR91446 and the Lease Renewal and Modification registered under number CA2226069;
- (f) **"FortisBC"** means FortisBC Alternative Energy Services Inc.;
- (g) **"Leased Land"** means the lands legally described as PID 018-720-676, Lot 3 Block 3 District Lot 1296 Plan LMP16073;
- (h) **"New Charge"** means the Covenant contained in the attached Terms of Instrument – Part 2; and
- (i) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which FortisBC acknowledges, FortisBC:

- (i) hereby consents to the granting of the New Charge; and
- (ii) agrees that the New Charge charges the Leased Land in priority to the FortisBC Existing Charge, in the same manner and to the same effect as if 1163847, Fine Peace Furry Creek and FPFCD had granted the New Charge, and the New Charge had been registered against title to the Lease Lands, prior to the grant or registration of the FortisBC Existing Charge or the advance of any money under the FortisBC Existing Charge.

The grant of priority is irrevocable, unqualified and without reservation or limitation. To witness this consent and priority instrument, FortisBC has caused its duly authorized signatories to sign the attached Form C.

TERMS OF INSTRUMENT – PART 2

HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated _____, 2022

BETWEEN:

1163847 B.C. LTD., INC. NO. BC1163847

545 – 1199 West Pender Street
Vancouver, B.C. V6E 2R1

(“1163847”)

FINE PEACE FURRY CREEK LIMITED, INC. NO. BC1135120

545 – 1199 West Pender Street
Vancouver, B.C. V6E 2R1

(“Fine Peace Furry Creek”)

**FINE PEACE FURRY CREEK DEVELOPMENT LIMITED, INC.
NO. BC1135140**

545 – 1199 West Pender Street
Vancouver, B.C. V6E 2R1

(“FPFCD”)

(1163847, Fine Peace Furry Creek, and FPFCD are referred to collectively hereafter as the **“Developer”**)

AND:

SQUAMISH-LILLOOET REGIONAL DISTRICT

Box 219
Pemberton, B.C. V0N 2L0

(the “Regional District”)

WHEREAS:

- A. 1163847 is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 015-862-526, District Lot 2922, Group 1 New Westminster District Except, Firstly; Part in District Lot 3727, Secondly: Part on Plan LMP30228;

PID 015-862-534, District Lot 2924 Group 1 New Westminster District, Except: Part in Plan LMP30227;

PID 015-862-542, District Lot 3727 Group 1 New Westminster District, Except: Part in Plan LMP30229;

PID 015-862-551, District Lot 4007 Group 1 New Westminster District, Except: Part in Plan LMP30229;

PID 015-862-569, District Lot 4144 Group 1 New Westminster District, Except: Portion in Plan LMP30229;

PID 015-862-577, District Lot 4145 Group 1 New Westminster District Except: Portions in District Lots 1661 and 1666 and Part in Plan LMP30229;

PID 015-862-585, District Lot 4149 Group 1 New Westminster District, Except: Part in Plan LMP30229;

PID 015-902-129, District Lot 1661, Group 1 New Westminster District Except: Portion in Plan LMP16073 and LMP30229

PID 017-990-980, Block 1 Except: Firstly; Part Subdivided by Plan LMP16073 Secondly; Part Dedicated Road on Plan LMP36546 Thirdly: Part Dedicated Road on Plan BCP26194 District Lot 2018 Group 1 New Westminster District Plan LMP6846;

PID 018-380-417; Block 3 Except: Firstly: Part Subdivided by Plan LMP13803 Secondly: Part Subdivided by Plan LMP16073 Thirdly: Part Subdivided by Plan LMP24805 Fourthly: Part Subdivided by Plan LMP35040 Fifthly: Part Dedicated Road on Plan LMP36546 Sixthly: Part Subdivided by Plan LMP42785 Seventhly: Part Subdivided by Plan BCP22612 Eighthly: Part Dedicated Road on Plan BCP26193 District Lots 1296, 1626, 1632, 1659, 1660, 1666 and 1898 Group 1 New Westminster District Plan LMP11960;

PID 018-720-676, Lot 3 Block 3 District Lot 1296 Plan LMP16073;

PID 018-720-684, Lot 4 Block 3 District Lot 1296 Plan LMP16073;

PID 024-569-569, Lot 3 Block 3 District Lot 1296 Group 1 New Westminster District Plan LMP42785;

(collectively, the “**1163847 Lands**”).

- B. Fine Peace Furry Creek is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 018-613-217, Block A Except: Firstly: Part Subdivided by Plan LMP35040; Secondly: Part Subdivided by Plan BCP 10356 District Lots 1296, 1626, 1632, 1659, 1660, 1666, 1898 and 7799 Group 1 New Westminster District Plan LMP13803;

(the “**Fine Peace Furry Creek Lands**”).

- C. FPFCD is the registered owner of certain lands and premises located in the Squamish-Lillooet Regional District, British Columbia and legally described as:

PID 024-569-551, Lot 2 Block 3 District Lot 1296 and 1626 Group 1 New Westminster District Plan LMP42785;

PID 024-569-577, Lot 4 Block 3 District Lot 1296 Group 1 New Westminster District Plan LMP42785

(collectively, the “**FPFCD Lands**”)

- D. The Regional District is a regional district incorporated under the provisions of the *Local Government Act*, R.S.B.C. 2015, c. 1.
- E. The Developer has applied to the Regional District for an amendment to the Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, and the Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, under the terms of Squamish-Lillooet Regional District Electoral Area D Official Community Plan Bylaw No. 1135-2013, Amendment Bylaw No. 1726-2021 and Squamish-Lillooet Regional District Electoral Area D Zoning Bylaw No. 1350-2016, Amendment Bylaw No. 1727-2021, with the intent that following the adoption of those bylaws, the use and development of the Lands will be governed by Section 16.3 of the Squamish-Lillooet Regional District Zoning Bylaw No. 1350-2016 – CD3 - Furry Creek Comprehensive Development 3 Zone (the “**CD3 Zoning Regulations**”).
- F. The CD3 Zoning Regulations include provisions under section 482 of the *Local Government Act*, R.S.B.C. 2015, c. 1, under which the density of development of the Lands may be increased beyond the maximum density permitted under section 16.3.10 of the CD3 Zoning Regulations, provided that conditions for the provision of amenities and affordable housing are met.
- G. 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.
- H. In order to better secure the conditions under which the density of development of the Lands may be increased, as referred to in Paragraph E, the Developer has agreed to enter into this Agreement with the Regional District as a housing agreement pursuant to section 482 of the *Local Government Act*, and as a covenant to be registered against title to the Lands pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250.
- I. 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 Developer 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:

1.1 In this Agreement the following terms have the meaning assigned herein:

- (a) “Affordable Dwelling Units” means, collectively, the Affordable Rental Units and the Affordable Ownership Units;
- (b) “Affordable Rental Units” means the sixty (60) Dwelling Units within the Furry Creek Development that must be constructed by the Owner, 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 VI of this Agreement;
- (c) “Affordable Ownership Units” means the sixty (60) Dwelling Units within the Furry Creek Development that must be constructed by the Owner, and then may only be sold to and occupied as a permanent residence by a Qualified Person, in accordance with the terms and conditions of Part V of this Agreement;
- (d) “Agreement” means this Housing Agreement and Section 219 Covenant;
- (e) “Appraiser” means an independent professional appraiser who is a member in good standing with the Appraisal Institute of Canada, and who has a minimum of two years experience working as an appraiser in the Squamish residential real estate market;
- (f) “Assessed Value” means the most recent actual value of an Affordable Dwelling Unit as determined by the assessment authority for the area in which the Affordable Dwelling Unit is situated;
- (g) “Bona Fide Offer” has the same meaning as set out in the RFR;
- (h) “Building Bylaw” means the Regional District’s Building Bylaw No. 1611-2020, as amended or replaced from time to time
- (i) “Building Permit” means a permit authorizing the construction of an Affordable Dwelling Unit, as issued under the Building Bylaw;
- (j) “Business Day” means a day other than a Saturday or Sunday, a day that is a statutory holiday in British Columbia and Canada, and any day on which the Land Title Office is closed;
- (k) “CCPI” means the Core Consumer Price Index for Canada published from time to time by the Bank of Canada, or its successor in function;
- (l) “Daily Amount” means \$500.00 per day as of December 31, 2021 adjusted thereafter by an amount determined by multiplying \$500.00 by the percentage change in the CCPI since December 31, 2021 to January 1 of the year that a written notice is delivered to the Owner by the Regional District pursuant to section 45 herein.

- (m) "Development Permit" means means a permit issued by the Regional District pursuant to Part 14 of the *Local Government Act*, authorizing one or more of the activities referred to in section 489 of the *Local Government Act*;
- (n) "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things;
- (o) "Dwelling Unit" has the same meaning as under the Zoning Bylaw;
- (p) "Eligible Employee" means:
 - i. a Furry Creek Firefighter;
 - ii. a Furry Creek ECE;
 - iii. a Furry Creek Employee;
 - iv. an SLRD Employee;
 - v. a Municipal Employee;
- (q) "Final Inspection Notice" has the same meaning as under the Building Bylaw;
- (r) "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;
- (s) "Furry Creek 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 Furry Creek Neighbourhood;
 - ii. that is a permitted use of those premises under the Zoning Bylaw;
 - iii. that primarily and directly services Furry Creek Neighbourhood residents, other Furry Creek Businesses, or visitors to the Furry Creek Neighbourhood; and
 - A. in the case of a home-based, self-employed, or mobile for-profit business, that derives more than 75% of its business income from Furry Creek Neighbourhood residents, Furry Creek Businesses, or visitors to the Furry Creek Neighbourhood;
 - B. in the case of a for-profit business operating from commercial (non-residential) premises, that provides at least 75% of its business services within the Furry Creek Neighbourhood to Furry Creek residents, Furry Creek Neighbourhood local businesses.

- (t) “Furry Creek Development” means the comprehensive development that the Owner proposes to undertake on the Lands in accordance with the CD3 Zoning Regulations, which will provide an integrated mix of residential uses, local community and resort facility uses, golf course, parks, open spaces, and riparian areas, as generally shown in the Illustrative Site Plan forming part of the Regional District’s Electoral Area D Official Community Plan;
- (u) “Furry Creek Employee” means a person (other than a Furry Creek ECE or a Furry Creek Firefighter) who is engaged in Full-Time Employment by a Furry Creek Business, and includes a Retiree who was, immediately before the date they became a Retiree, a Furry Creek Employee;
- (v) “Furry Creek ECE” means a person who works in Full-Time Employment in a child care facility located within the Furry Creek Neighbourhood, which facility is licensed under the *Community Care and Assisted Living Act*;
- (w) “Furry Creek Neighbourhood” means that area that is shown on Schedule A to this Agreement;
- (x) “Furry Creek Firefighter” means a person who is a member of the Britannia Beach Volunteer Fire Department, as established under the provisions of the Regional District’s Howe Sound East Fire Protection Service Establishment Bylaw No. 1032-2006;
- (y) “Gross Household Income” means the total income from all sources, before tax, of all persons residing together in an Affordable Rental Unit;
- (z) “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;
- (aa) “Housing Income Limits” means the maximum Gross Household Income for eligibility in affordable housing programs in the Planning Area Lower Mainland (Squamish), as determined from time to time by the British Columbia Housing Management Commission, or its successor in function;
- (bb) “Immediate Family Member” means a spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, niece, nephew, or other person who is in a family-type relationship with an Eligible Employee or Retiree;
- (cc) “Interest” means the property interest of the Owner in an Affordable Dwelling Unit;
- (dd) “Lands” means the land described in Paragraphs A, B and C of these Terms of Instrument, and any lot, parcel or strata lot into which the Lands are Subdivided;
- (ee) “Land Development Agreement” means the covenant pursuant to section 219 of the *Land Title Act* that is registered against the title to the Lands concurrently with this Agreement, and that requires the provision of various amenities as a condition of the development of the Lands, and establishes the schedule for the construction of the Affordable Dwelling Units;

- (a) “Land Title Office” means the New Westminster Land Title Office, as established under the *Land Title Act*, or its successor;
- (ff) “Member Municipality” means the District of Squamish, the Resort Municipality of Whistler, the Village of Pemberton, and the District of Lillooet;
- (gg) “Member Municipality 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 a Member Municipality;
 - ii. holds a valid business licence if required by the bylaws of the Member Municipality;
 - 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 Regional District, other businesses that operate primarily within the Regional District, or visitors to the Regional District; and
 - 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 Regional District, businesses that operate primarily within the Regional District, or visitors to the Regional District;
 - 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 Regional District, businesses that operate primarily within the Regional District, or visitors to the Regional District;
- (hh) “Municipal Employee” means:
 - i. a person who is engaged in Full-Time Employment by a Member Municipality Business; or
 - ii. a person who is engaged in Full-Time Employment by a Member Municipality;

and includes a Retiree who was, immediately before the date they became a Retiree, a Municipal Employee;
- (ii) “Neighbourhood Area” means each of the following areas of the Lands that are designated and referred to in Schedule B11 to the CD3 Zoning Regulations by the following names:
 - i. North West;
 - ii. North East;

- iii. Marina;
 - iv. Mountain;
 - v. Collector;
 - vi. Uplands North;
 - vii. Uplands South;
 - viii. Lot 2;
 - ix. Village Centre; and
 - x. Upper Benchlands;
- (jj) “Owner” means 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, and without limitation includes any person who is a registered owner in fee simple of an Affordable Dwelling Unit from time to time;
- (kk) “Qualified Person” means an Eligible Employee 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, or offers to purchase an Affordable Ownership Unit, until such person enters into a Tenancy Agreement for an Affordable Rental Unit, or completes the purchase of an Affordable Ownership 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 or Affordable Ownership 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;

- (ll) "Retiree" means an individual who:
 - i. is at least 55 years of age;
 - ii. has ceased Full-Time Employment; and
 - iii. was an Eligible Employee for at least 10 of the 12 years immediately preceding the date on which the individual ceased Full-Time Employment;
- (mm) "Records" means all of the Owner's documentation relating to the rental and sale of the Affordable Dwelling Units, including tenancy agreements, rent rolls, purchase and sale agreements, books of account and receipts, and maintenance records;
- (nn) "RFR" means a right of first refusal and option to purchase each Affordable Ownership Unit that the Owner shall grant to the Regional District under the terms of Part III of this Agreement, in the form attached to this Agreement as Schedule B;
- (oo) "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, other than the Furry Creek Neighbourhood;
 - 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; and
 - 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;
 - 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;
- (pp) "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;

- (qq) "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*;
- (rr) "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; and
- (ss) "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.

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 CD3 Zoning Regulations, unless the context requires otherwise.

4. Each covenant, agreement or obligation of the Developer 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 482 of the *Local Government Act*.

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

Schedule A – Map of Furry Creek Neighbourhood
 Schedule B – Right of First Refusal and Option to Purchase
 Schedule C – 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 CD3 Zoning Regulations, and this Agreement is to be interpreted accordingly.

PART III – COVENANT FOR PROVISION AND DESIGNATION OF AFFORDABLE DWELLING 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 Lands must not be developed, built on, or used at a density that exceeds the maximum density of development permitted under section 16.3.12.1 of the CD3 Zoning Regulations, unless (in addition to the other conditions required under section 16.3.12.2 of the CD3 Zoning Regulations) as part of the construction and development of the Furry Creek Development, the Owner designs and constructs to completion, in accordance with Development Permits and Building Permits issued by the Regional District, and in accordance with the schedule for the construction of the Affordable Dwelling Units provided under the Land Development Agreement, a total of One Hundred and Twenty (120) Affordable Dwelling Units on the Lands.
9. In order to fulfill its obligation under section 8 of this Agreement the Owner must construct a total of sixty (60) Affordable Dwelling Units on the Lands, for use as Affordable Rental Units in accordance with this Agreement, as follows:
 - (a) a maximum of six (6) studio size Dwelling Units may be constructed and used as Affordable Rental Units;
 - (b) between 15 fifteen and eighteen (15 - 18) Dwelling Units with 1 bedroom must be constructed and used as Affordable Rental Units;
 - (c) between twenty-four and twenty-seven (24 - 27) Dwelling Units with 2 bedrooms must be constructed and used as Affordable Rental Units; and
 - (d) between twelve and fifteen (12 - 15) 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 sixty (60).

10. In order to fulfill its obligation under section 8 of this Agreement the Owner must also construct a total of sixty (60) Affordable Dwelling Units on the Lands, for use as Affordable Ownership Units in accordance with this Agreement, as follows:

- (a) a maximum of six (6) studio size Dwelling Units may be constructed and used as Affordable Ownership Units;
- (b) between fifteen and eighteen (15 - 18) Dwelling Units with 1 bedroom must be constructed and used as Affordable Ownership Units;
- (c) between twenty-four and twenty-seven (24 - 27) Dwelling Units with 2 bedrooms must be constructed and used as Affordable Ownership Units; and
- (d) between twelve and fifteen (12 - 15) Dwelling Units with 3 bedrooms must be constructed and used as Affordable Ownership Units.

provided that, for certainty, the total number of Affordable Ownership Units must be sixty (60).

11. The Affordable Dwelling Units constructed by the Owner on the Lands must be located within at least three of the Neighbourhood Areas, such that the Affordable Dwelling Units are integrated into the Furry Creek Development and are not concentrated in a single area of the Furry Creek Development.
12. The Owner covenants and agrees that no Dwelling Units shall be constructed on any part of the Lands within a Neighbourhood Area unless concurrently with the submission of the first Development Application for the Lands within that Neighbourhood Area, the Owner provides the Director of Planning and Development with a plan (the "**Affordable Dwelling Unit Distribution Plan**") for the Director's review and approval, showing:
 - (a) the proposed distribution and type (whether Affordable Ownership Units or Affordable Rental Units) of Affordable Dwelling Units within that Neighbourhood Area; and
 - (b) the size of each Affordable Dwelling Unit (whether a studio, one bedroom, two bedroom or three bedroom Dwelling Unit) proposed to be provided within that Neighbourhood Area.
13. If the Owner does not propose to construct any Affordable Dwelling Units within a given Neighbourhood Area, the Director of Planning and Development may, at the Developer's request, waive the requirement for submission of an Affordable Dwelling Unit Distribution Plan for that Neighbourhood Area, but only if the Director is satisfied that this Agreement, the CD3 Zoning Regulations, and the Land Development Agreement, in combination, do not require the construction of any Affordable Dwelling Units within that Neighbourhood Area, and further that the absence of Affordable Dwelling Units within that Neighbourhood Area will not compromise the ability of the Owner to fulfill the Owner's affordable housing

obligations under this Agreement, the CD3 Zoning Regulations, and the Land Development Agreement.

14. The Director of Planning and Development may refuse approval of an Affordable Dwelling Unit Distribution Plan if the Director is of the opinion that the plan is inconsistent with the Developer's obligations to construct and provide affordable housing on the Lands under this Agreement, the Land Development Agreement, and the CD3 Zoning Regulations.
15. If:
 - (a) the Owner fails or refuses to submit an Affordable Dwelling Unit Distribution Plan for a Neighbourhood Area in accordance with section 12, and the Director of Planning and Development has not waived the requirement for an Affordable Dwelling Unit Distribution Plan for that Neighbourhood Area; or
 - (b) the Director of Planning and Development has refused approval of an Affordable Dwelling Unit Distribution Plan, and the Owner fails or refuses to revise the plan in accordance with the Director's request for revisions;

the Regional District may in its sole discretion designate one or more of the Dwelling Units the Developer proposes to construct within that Neighbourhood Area as an Affordable Dwelling Unit, and such designation shall be binding on the Owner.

16. Following the Director's approval of an Affordable Dwelling Unit Distribution Plan, or (as applicable) the Regional District's designation under section 15, the Owner must not alter the distribution and type of Affordable Dwelling Units within the applicable Neighbourhood Area without the prior written approval of the Regional District.
17. Following the Director's approval of an Affordable Dwelling Unit Distribution Plan for a Neighbourhood Area, or (as applicable) the Regional District's designation under section 15, and before commencing the construction of any Dwelling Units within that Neighbourhood Area, the Owner shall execute in favour of the Regional District, and shall register against the title to the Lands within that Neighbourhood Area an RFR in the form attached to this Agreement as Schedule B, such registration to be in priority to all charges and encumbrances which may have been registered or are pending registration against title to that part of the Lands save and except those specifically approved in writing by the Regional District or in favour of the Regional District.

Part IV – USE AND OCCUPANCY OF AFFORDABLE DWELLING UNITS

18. The Owner agrees that each Affordable Dwelling Unit may only be used and occupied as a permanent residence by a Qualified Person and members of the Immediate Family of the Qualified Person.

PART V – DISPOSITION AND ACQUISITION OF AFFORDABLE OWNERSHIP UNITS

19. In this Part V, the following words have the following meanings:
 - (a) **"Affordable Sale Price"** means eighty (80%) percent of the Fair Market Value of the Affordable Ownership Unit, as determined from time to time in accordance with this Agreement;

- (b) **“Fair Market Value”** of an Affordable Ownership Unit means the price that a willing purchaser would pay to a willing vendor, and that a willing vendor would accept from a willing purchaser, each dealing at arm’s length from each other, for the purchase and sale of the fee simple interest in an Affordable Ownership Unit, unencumbered with the exception of the Permitted Encumbrances, as determined from time to time in accordance with this Agreement and the RFR;
 - (c) **“Permitted Encumbrances”** means the charges and encumbrances that are registered against the title to an Affordable Ownership Unit, except for any mortgages or other charges of a financial nature that are required to be discharged by the Owner as a condition of sale of the Affordable Ownership Unit.
- 20. The Owner shall not Dispose of the Interest in an Affordable Ownership Unit by way of the sale of the fee simple interest, and shall not accept an offer to purchase the Interest in an Affordable Ownership Unit, except:
 - (a) in accordance with the terms and conditions set out in Part V of this Agreement;
 - (b) in accordance with the terms of the RFR;
 - (c) to a buyer who is a Qualified Person, and who is selected by the Owner in accordance with the order of priority set out in section 26 of this Agreement; and
 - (d) for a price that is no more than the Affordable Sale Price.
- 21. The Owner must give prior written notice of this Agreement and of the RFR to any person to whom the Owner proposes to sell, assign, or otherwise transfer the Interest in an Affordable Ownership Unit.
- 22. If at any time the Owner wishes to Dispose of the Interest in an Affordable Ownership Unit by way of the sale of the fee simple interest, the Owner may do so only in accordance with a bona fide arm's length agreement of purchase and sale (or as a court may order in a proceeding to enforce a mortgage of the Affordable Ownership Unit) that is entered into in response to a Bona Fide Offer, on terms and conditions that are consistent with the requirements of this Agreement and the RFR, and the Owner will, prior to:
 - (a) listing or offering the Affordable Ownership Unit for sale; or
 - (b) accepting an offer to purchase the Affordable Ownership Unit,

deliver to the Regional District written notice of the Owner’s intention to sell the Affordable Ownership Unit (the **“Notice of Sale”**), such notice to be in the form required by the Regional District, and to be accompanied by the Owner Appraisal referred to in section 23. For clarity, the delivery of a Notice of Sale to the Regional District shall also serve as written notice of the Owner’s intention to sell for the purpose of section 6 of the RFR.
- 23. The Fair Market Value of, and the Affordable Sale Price for an Affordable Ownership Unit will be determined from time to time in accordance with the following:

- (a) if the Owner wishes to Dispose of the Interest in an Affordable Ownership Unit by way of the sale of the fee simple interest, the Owner will retain an Appraiser to undertake an appraisal (the "**Owner Appraisal**") of the Fair Market Value of the Affordable Ownership Unit;
- (b) the Owner will deliver a copy of the Owner Appraisal to the Regional District at the same time as the Notice of Sale pursuant to section 22;
- (c) if the Owner fails or refuses to deliver a copy of an Owner Appraisal to the Regional District at the same time as the Notice of Sale pursuant to section 22, the Fair Market Value will be deemed to be the Assessed Value, in which case for the period of six months following the delivery of the Notice of Sale, the Affordable Sale Price for that Affordable Ownership Unit will be eighty percent (80%) of the Assessed Value;
- (d) if the Owner and the Regional District agree within 7 days after the Owner Appraisal is delivered to the Regional District that the Fair Market Value of the Affordable Ownership Unit is as stated in the Owner Appraisal, for the period of six months following the delivery of the Notice of Sale, the Affordable Sale Price will be eighty percent (80%) of the Fair Market Value as stated in the Owner Appraisal;
- (e) if the Owner and the Regional District do not agree within 7 days (the "**Appraisal Review Period**") after the Owner Appraisal is delivered to the Regional District that the Fair Market Value of the Affordable Ownership Unit is as stated in the Owner Appraisal, the Regional District, within 7 days of advising the Owner that it does not accept the Owner Appraisal, will retain its own Appraiser, at its own expense, to undertake an appraisal (the "**Regional District Appraisal**") of the Fair Market Value of the Affordable Ownership Unit, and will deliver that Regional District Appraisal promptly to the Owner upon receipt, in which case the Affordable Sale Price will be determined by reference to the average of the Fair Market Value stated in the Owner Appraisal and the Fair Market Value stated in Regional District Appraisal, and for the period of six months following the delivery of the Notice of Sale, the Affordable Sale Price will be eighty percent (80%) of the that average;
- (f) if the Regional District exercises its option to purchase the Affordable Ownership Unit upon breach of the Owner's obligations contained in this Agreement, as provided for in section 6 of the RFR, the Regional District will retain an Appraiser at its own expense to undertake an appraisal of the Fair Market Value of the Affordable Ownership Unit, in which case the Affordable Sale Price will be eighty percent (80%) of the Fair Market Value as stated in the Regional District Appraisal, unless within 7 days after the Regional District Appraisal is delivered to the Owner, the Owner provides written notice to the Regional District that the Owner does not agree with the Regional District Appraisal. If the Owner does not agree with the Regional District Appraisal, within 7 days of advising the Regional District that it does not accept the Regional District Appraisal, the Owner will retain its own Appraiser at its own expense to undertake an appraisal of the Fair Market Value of the Affordable Ownership Unit, and will deliver that appraisal to the Regional District promptly upon receipt, in which case the Affordable Sale Price will be determined by reference to the average of the Fair Market Value stated in the Owner Appraisal and the Fair Market Value stated in Regional District Appraisal, and the Affordable Sale Price will be eighty percent (80%) of the that average

24. Without limiting the requirements of the RFR, the Owner will immediately deliver to the Regional District a true copy of any contract of purchase and sale which the Owner enters into with respect to the sale of the fee simple interest in an Affordable Ownership Unit or any interest therein (the "**Sale Contract**"), as well as any amendment to the Sale Contract.
25. When advertising the availability of an Affordable Ownership Unit for sale, and when selecting offers to purchase an Affordable Ownership Unit, the Owner shall give priority to Qualified Persons who make an offer to purchase according to the following order of priority:
 - i. an offer to purchase received from a Furry Creek ECE or a Furry Creek Firefighter, that is equivalent to or better in its terms than an offer to purchase received from any other Qualified Person, must be given first priority and may be accepted by the Owner, and the Owner must not accept an offer to purchase from any other Qualified Person unless the Owner is unable to sell the Affordable Ownership Unit to a Furry Creek ECE or a Furry Creek Firefighter on terms that are equivalent to or better than an offer to purchase received from any other Qualified Person;
 - ii. if the Owner does not receive an offer to purchase from a Furry Creek ECE or a Furry Creek Firefighter, that is equivalent to or better in its terms than an offer to purchase received from any other Qualified Person, an offer to purchase received from a Furry Creek Employee that is equivalent to or better in its terms than an offer to purchase received from any other Qualified Person must be given first priority and may be accepted by the Owner, and the Owner must not accept an offer to purchase from any other Qualified Person unless the Owner is unable to sell the Affordable Ownership Unit to (i) a Furry Creek ECE or a Furry Creek Firefighter, or (ii) a Furry Creek Employee on terms that are equivalent to or better than an offer to purchase received from any other Qualified Person;
 - iii. if the Owner does not receive an offer to purchase from (i) a Furry Creek ECE or a Furry Creek Firefighter, or (ii) a Furry Creek Employee, that is equivalent to or better in its terms than an offer to purchase received from any other Qualified Person, an offer to purchase received from an SLRD Employee must be given first priority, and the Owner must not accept an offer to purchase from any other Qualified Person unless the Owner is unable to sell the Affordable Ownership Unit to (i) a Furry Creek ECE or a Furry Creek Firefighter, (ii) a Furry Creek Employee, or (iii) an SLRD Employee on terms that are equivalent to or better than an offer to purchase received from any other Qualified Person; and
 - iv. if the Owner does not receive an offer to purchase from (i) a Furry Creek ECE or a Furry Creek Firefighter, (ii) a Furry Creek Employee, or (iii) an SLRD Employee, that is equivalent to or better in its terms than an offer to purchase received from any other Qualified Person, the Owner may accept an offer to purchase from a Municipal Employee.
26. The Owner shall ensure that the Regional District is provided with any and all information the Regional District requires in order to be satisfied that a prospective buyer is a Qualified Person.
27. Upon notice from the executor of an Owner's estate, the Regional District may, at its sole discretion, waive the RFR and the terms of this Agreement prohibiting the Disposition of the Interest in an Affordable Ownership Unit to persons who are not Qualified Persons,

and may consent to a transfer of the Affordable Ownership Unit to the heirs of a deceased Owner, provided that the heirs of the deceased Owner are of legal age, meet all of the requirements of a Qualified Person, plan to reside in the Affordable Ownership Unit as their primary residence, and execute and register an option to purchase and a right of first refusal to purchase the Affordable Ownership Unit in favour of the Regional District, on substantially the same terms as the RFR.

28. An Affordable Ownership Unit cannot be transferred to an Owner's beneficiary under the age of 19. If the Owner's child or children are not yet of legal age, another family member or legal guardian may reside in the Affordable Ownership Unit with the child or children until the child or children reach legal age.
29. Where an executor is holding title to an Affordable Ownership Unit in trust, and is not living or intending to live in the Affordable Ownership Unit with the child or children, and is waiting for the beneficiary of the Owner's estate to come of age to inherit the Affordable Ownership Unit for the beneficiary's own use as their primary residence, the owner occupancy requirements set out in this Agreement will be waived until the Owner's beneficiary is 19 years of age, provided the Affordable Dwelling Unit is rented in accordance with Part VI of this Agreement.

PART VI – USE AND OCCUPANCY OF AFFORDABLE RENTAL UNITS

30. The Owner covenants and agrees that each Affordable Rental Unit shall be rented to a Qualified Person under a Tenancy Agreement, for use and occupation as a permanent residence by the Qualified Person and any Immediate Family Members who reside with that Qualified Person, in accordance with the following terms and conditions.
31. The Owner will be solely responsible for screening prospective tenants to determine whether or not they are a Qualified Person. 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.
32. The Owner will, forthwith upon request by the Regional District, and from time to time as the Affordable Rental Units become vacant, identify to the Regional District which Affordable Rental Units are vacant and available for occupancy and the Owner will 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 Regional District or the Housing Agreement Manager.
33. The Owner shall select Qualified Tenants for each Affordable Rental Unit that becomes available for rent from time to time as follows. When advertising the availability of an Affordable Rental Unit, and when selecting a Tenant for the Affordable Rental Unit, the Owner shall give priority to applications from Qualified Persons according to the following order of priority:
 - i. an application received from a Furry Creek ECE or a Furry Creek Firefighter, 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 Furry Creek ECE

or a Furry Creek Firefighter 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 Furry Creek ECE or a Furry Creek Firefighter who satisfies all other reasonable and lawful criteria the Owner may take into account when selecting a Tenant, an application received from a Furry Creek Employee, 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 Furry Creek ECE or a Furry Creek Firefighter, or (iii) a Furry Creek Employee 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 Furry Creek ECE, or a Furry Creek Firefighter, or (ii) a Furry Creek Employee, 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 Furry Creek ECE or a Furry Creek Firefighter, (ii) a Furry Creek Employee, 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 Furry Creek ECE, or a Furry Creek Firefighter, (ii) a Furry Creek Employee, 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 Municipal Employee.
34. 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.
35. The Owner must not rent or lease any Affordable Rental Unit except in accordance with the following additional conditions:
- (a) the Affordable Rental Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the 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 Squamish, British Columbia are:
 - i. \$52,500 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 \$52,500;
 - ii. \$58,000 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 \$58,000;

- iii. \$69,500 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 \$69,500; and
 - iv. \$92,000 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 \$92,000;
- (c) following the execution of a Tenancy Agreement, the rent charged by the Owner for an Affordable Rental Unit under that Tenancy Agreement shall not be increased except in accordance with the provisions of the *Residential Tenancy Act*.
- (d) 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;
- (e) the Owner will attach a copy of this Agreement to the Tenancy Agreement;
- (f) 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;
- (g) 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;
- (h) the Tenancy Agreement will identify all occupants of the Affordable Rental Unit, and will stipulate that anyone not identified in the Tenancy Agreement, other than a member of the Tenant's Immediate Family, will be prohibited from residing at the Affordable Rental Unit for more than 30 consecutive days in any calendar year;
- (i) 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;
- (j) 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;
- (k) 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

- (l) the Owner will deliver a copy of the Tenancy Agreement to the Regional District on demand.
- 36. 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.
- 37. Within three 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 C, 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 four times 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 VII – MAINTENANCE OF AFFORDABLE RENTAL UNITS

- 38. The Owner covenants and agrees that:
 - (a) it will maintain the Affordable Rental Units in a good state of maintenance and repair, 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 VIII – DEMOLITION

- 39. The Owner must not demolish an Affordable Dwelling 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 Dwelling Unit, and the Owner has delivered to the Regional District a copy of the engineer's or architect's report; or
 - (b) the Affordable Dwelling Unit is damaged or destroyed, to the extent of 40% or more of its value above the foundation, as determined by the Regional District in its sole discretion, acting reasonably, and
 - (c) a demolition permit for the Affordable Dwelling Unit has been issued by the Regional District (unless the Affordable Dwelling Unit has been destroyed by an accident, act of God, or sudden and unanticipated force) and the Affordable Dwelling Unit has been demolished under that permit.
- 40. Following demolition, any Dwelling Unit built in replacement of the demolished

Affordable Dwelling Unit will be subject to the terms and conditions of this Agreement, and the Owner will use and occupy the replacement Affordable Dwelling Unit in compliance with this Housing Agreement, and this Agreement shall apply to the construction and use of the replacement Affordable Dwelling Unit to the same extent and in the same manner as this Agreement applied to the construction of the original Affordable Dwelling Unit.

Part IX – MANAGEMENT

41. 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.
42. 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 rent being charged to the Tenant of each Affordable Rental Unit, including any increases in rent over the previous 12 months;
 - (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;
 - (d) the date of sale, sale price, and other particulars of the sale of each Affordable Ownership Unit, including the name of the Qualified Person who purchased the Affordable Ownership Unit, and such information that the Regional District may reasonably require to confirm that the Affordable Ownership Unit continues to be occupied by a Qualified Person in accordance with the terms of this Agreement.
43. 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.
44. The Regional District shall have the right to inspect the Records at any time after the delivery of written notice to the Owner, and shall have the right to 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).

PART X – OWNER DEFAULT AND REGIONAL DISTRICT REMEDIES

45. The Owner acknowledges that the Regional District requires affordable housing to attract employees to work for local businesses and that these businesses generate economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the Regional District under this Agreement or at law or equity, if an Affordable Dwelling Unit is used, sold, or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 46, the Daily Amount to the Regional District for each day the Owner is in 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 CCPI 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 Regional District for the same, provided that such invoice sets out the ways in which the Owner is in breach of this Agreement and either:

- (a) there is sufficient basis in the Records evidencing such breach; or
 - (b) the Regional District can substantiate the breach with other evidence that is not recorded in the Records.
46. The Owner hereby grants to the Regional District a rent charge under s. 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the Regional District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the Regional District, 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 Regional District in law or in equity.
47. If an Affordable Ownership Unit is sold for a purchase price that is for more than the Affordable Sale Price in contravention of this Agreement, the Owner will pay the difference between the actual sale price and the Affordable Sale Price (the “**Excess Amount**”) to the Regional District within 30 days after written demand is made by the Regional District. The amount remaining unpaid after the 30 days will bear interest at 10 percent calculated from the due date until the date paid, compounded annually not in advance. The Owner further acknowledges and agrees that the Excess Amount is fair and reasonable estimate of the damages the Regional District will sustain as a result of the Owner’s breach of this Agreement and is not to be construed as a penalty or forfeiture but as liquidated damages. The Affordable Sale Price based on which the Excess Amount is determined will be:
- (a) the Affordable Sale Price set for the applicable Affordable Ownership Unit pursuant to Section 23 of this Agreement; or
 - (b) if the Owner has sold an Affordable Ownership Unit without an Affordable Sale Price being set pursuant to Section 23, the amount determined by an Appraiser retained by the Regional District as being eighty percent (80%) of the Fair Market Value of the Affordable Ownership Unit.

Part XI – MODIFICATION AND DISCHARGE OF THIS AGREEMENT

48. Prior to the issuance of a Final Inspection Notice for an Affordable Dwelling 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 whether the Affordable Dwelling Unit is:
- (a) an Affordable Ownership Unit that is subject to the provisions of Part V of this Agreement; or
 - (b) an Affordable Rental Unit that is subject to the provisions of Part VI of this Agreement.

49. Subject to section 50, at the request of the Owner and at the Owner's sole expense, the Regional District will deliver to the Owner discharges of this Agreement in registrable form for each Dwelling Unit that is on its own separate legal parcel and is not an Affordable Dwelling 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.
50. The Owner will not apply for a discharge of this Agreement pursuant to section 49 in respect of any Dwelling Unit, and the Regional District will be under no obligation to provide such discharge, unless at the time that the Owner applies for the discharge the Owner is not in breach of any of its obligations under this Agreement, and further that the Owner has fulfilled its obligations under the Land Development Agreement to:
- (a) apply for and obtain Building Permits for the construction of;
 - (b) substantially start construction of; and
 - (c) complete construction of and obtain Final Inspection Notices for;
- the number of Affordable Dwelling Units required under the schedule for construction of Affordable Dwelling Units that is provided under Part 6 of the Land Development Agreement.

PART XII – INTERPRETATION

51. 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 XIII - MISCELLANEOUS

- 52. **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 Dwelling 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 Dwelling Unit; and
 - (c) where the Affordable Dwelling 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 Dwelling 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.
- 53. **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.
- 54. **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;
 - (b) the Owner’s ownership, lease, operation, management or financing of the Lands or the Affordable Dwelling Units; or

- (c) any act or omission of the Regional District 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 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.
55. **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 Dwelling 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.
56. **Survival.** The obligations of the Owner set out in sections 45, 46, 47, and 54 will survive termination of this Agreement.
57. **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.
58. **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 Dwelling 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.
59. **No Public Law Duty.** 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.

60. **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.

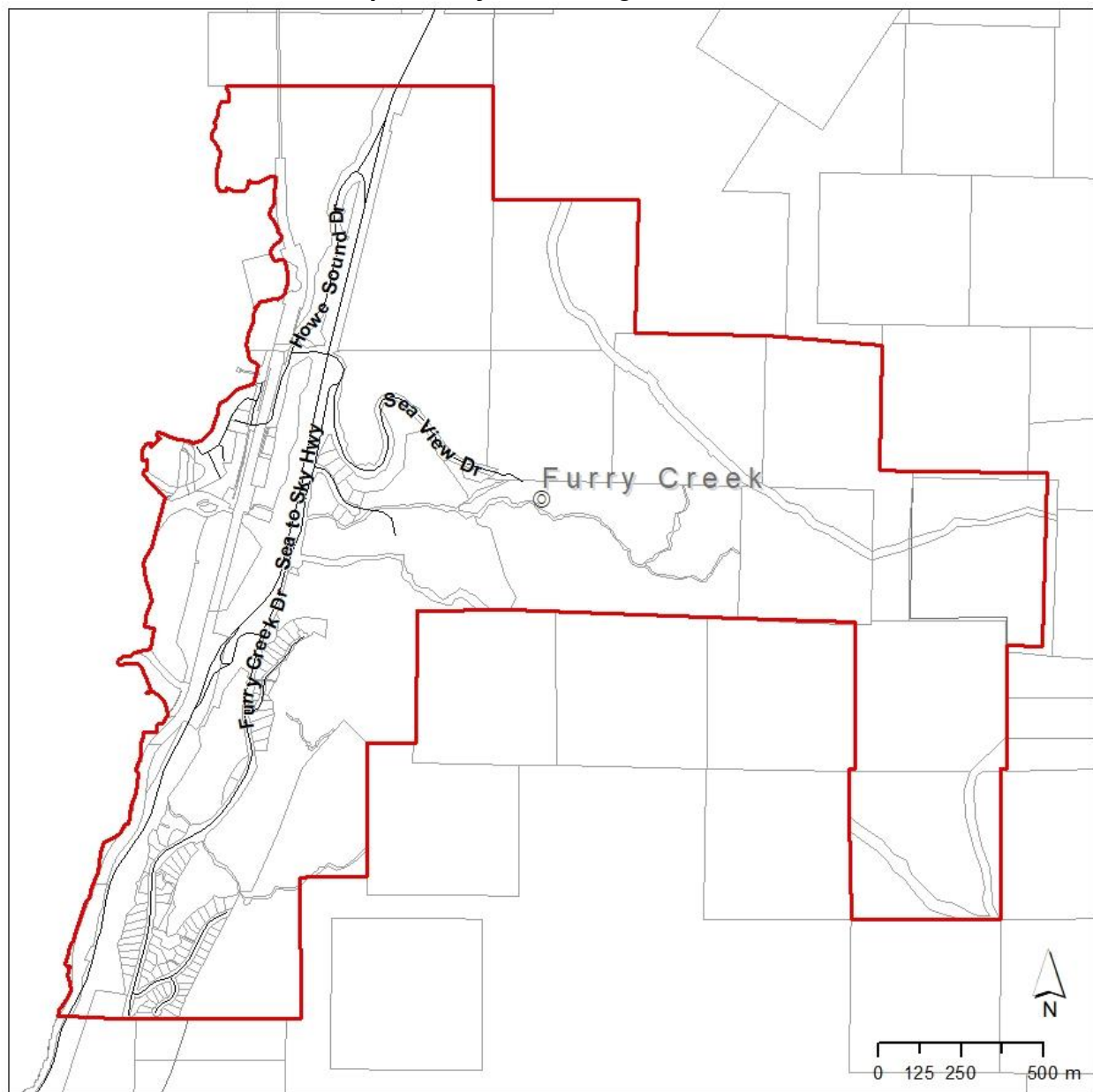
61. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
62. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect
63. **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.
64. **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 Dwelling Units, and there are no warranties, representations, conditions or collateral agreements made by the Regional District except as set forth in this Agreement.
65. **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.
66. **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.
67. **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.

68. **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.
69. **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.
70. **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.
71. **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

Map of Furry Creek Neighbourhood



Schedule B

Right of First Refusal and Option to Purchase

4

TERMS OF INSTRUMENT - PART 2

RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE

WHEREAS:

- A. The Owner is the registered owner in fee-simple of the Land (hereinafter defined);
- B. The Owner has entered into a Housing Agreement with the Squamish-Lillooet Regional District (the "Regional District") under section 483 of the *Local Government Act* and has granted to the Regional District a Covenant under section 219 of the *Land Title Act* relating to certain restrictions on the use of the Land (collectively, the "Housing Agreement");
- C. The purpose of the Housing Agreement and this Agreement is to ensure that the Land is used solely for the provision of affordable housing to Qualified Persons (as hereinafter defined);
- D. Pursuant to the Housing Agreement, the Owner has or will agree to build certain Affordable Ownership Units (hereinafter defined) on the Land;
- D. In order to ensure that each Affordable Ownership Unit is occupied and disposed of in accordance with the Housing Agreement, the Owner agrees to grant to the Regional District a right of first refusal to purchase and an option to purchase each Affordable Ownership Unit on the terms and conditions set out in this Agreement.

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 Regional District to the Owner, the receipt of sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

PART I – DEFINITIONS

- 1. In this Agreement the following words have the following meanings:
 - a. "Affordable Ownership Unit" means a Dwelling Unit designated as an Affordable Ownership Unit in accordance with the Housing Agreement, to be used, occupied and Disposed of in accordance with the Housing Agreement.
 - b. "Affordable Sale Price" means eighty (80%) percent of the Fair Market Value of the Affordable Ownership Unit, as determined from time to time in accordance with the Housing Agreement.
 - c. "Agreement" means this Agreement together with the General Instrument.
 - d. "Assessed Value" means the most recent actual value of an Affordable Ownership Unit as determined by the assessment authority for the area in which the Affordable Ownership Unit is situated;

- e. "Bona Fide Offer" means an offer to purchase the Owner's Interest in the Affordable Ownership Unit that:
- i. is in writing;
 - ii. is signed by an Outside Offeror;
 - iii. is in a form legally enforceable against the Outside Offeror and that is subject to no conditions except for the Regional District's Subject;
 - iv. provides for a deposit of not less than 5% of the proposed purchase price within 72 hours of the removal or waiver of the Regional District's Subject;
 - v. is for a purchase price that does not exceed the Affordable Sale Price;
 - vi. provides that if the Regional District does not exercise its right of first refusal as set forth in this Agreement and the transaction completes in accordance with the terms of such offer, the Outside Offeror will grant to the Regional District a right of first refusal and option to purchase the Affordable Ownership Unit upon the same terms and conditions as are set forth in this Agreement;
 - vii. provides that the Outside Offeror will not assign or transfer the contract for the purchase of the Affordable Ownership Unit; and
 - viii. confirms that the Outside Offeror has read and understood the terms of this Agreement, the Housing Agreement, and all other charges in favour of the Regional District that are registered in the LTO against the Land and that the Outside Offeror agrees to be bound by the Owner's obligations pursuant to such charges.
- f. "Business Day" means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays, excluding any date that the LTO is not open for business.
- g. "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release, and agree to do any of those things.
- h. "Dwelling Units" means all residential dwelling units located or to be located on the Land whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Land may be Subdivided.
- i. "Efforts to Sell" means the best efforts of the Owner to sell the Affordable Ownership Unit using all reasonable means including listing the Affordable Ownership Unit for sale with a licensed real estate agent, advertising the Affordable Ownership Unit for sale in the local newspapers, and offering to sell the Affordable Ownership Unit to the Regional District on the following terms:

- i. specifying in a written notice that the Owner is offering to sell the Affordable Ownership Unit to the Regional District in accordance with this Agreement;
- ii. giving the Regional District the exclusive right for 20 Business Days from the date on which the Regional District receives the notice from the Owner pursuant to this Agreement, to give a written notice to the Owner agreeing to purchase the Affordable Ownership Unit for the purchase price which is the Affordable Sale Price, and on the terms that are set out in section 6(b) to 6(g) of this Agreement.
- j. "Eligible Employee" has the same meaning as under the Housing Agreement;
- k. "Fair Market Value" has the same meaning as under the Housing Agreement.
- l. "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulation, to which this Agreement is attached.
- m. "Interest" means the property interest of the Owner in the Affordable Ownership Unit.
- n. "Land" means those lands and premises described in the General Instrument and any land into which such lands and premises are Subdivided.
- o. "Lender" means a mortgagee that is a bank or other financial institution established or regulated under any enactment of British Columbia or Canada, or a receiver or receiver-manager acting on behalf of such mortgagee.
- p. "LTO" means the New Westminster Land Title Office or its successor.
- q. "Outside Offeror" means a purchaser or prospective purchaser of the Affordable Ownership Unit who deals at arm's length with the seller of the Affordable Ownership Unit.
- r. "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 Affordable Ownership Unit from time to time.
- s. "Permitted Encumbrances" means the charges and encumbrances that are registered against the title to an Affordable Ownership Unit, except for any mortgages or other liens and charges of a financial nature that are required to be discharged by the Owner as a condition of the sale of the Affordable Ownership Unit.
- t. "Qualified Person" means an Eligible Employee 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 offers to purchase an Affordable Ownership Unit, until such completes the purchase of an Affordable Ownership 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 Ownership Unit; 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;

- u. "Regional District" means the Squamish-Lillooet Regional District;
- v. "Regional District's Subject" mean the following clauses, adjusted to be consistent with the defined terms set out elsewhere in the applicable contract:

"The obligation of the seller to complete the transaction contemplated herein is subject to the following (the "Seller's Conditions"):

- i. the seller notifying the buyer in writing not later than _____ that the Squamish-Lillooet Regional District has approved the terms of the sale of the Land to the buyer and that the Squamish-Lillooet Regional District has decided not to exercise its right of first refusal and option to purchase the Land with respect to this transaction only; and
- ii. the Squamish-Lillooet Regional District determining and notifying the seller in writing no later than _____ that the seller has complied with the requirements of the Housing Agreement regarding the sale, and that the Squamish-Lillooet Regional District is satisfied that the buyer is eligible to purchase the Land under the Housing Agreement.

The Seller's Conditions are for the sole benefit of the seller and may be satisfied by the seller by notice in writing to the buyer. If the Seller's Conditions are not satisfied on or before the date specified for their removal, this agreement will automatically be terminated, the deposit will be returned to the buyer, and neither party will have any further obligation to the other under this agreement."

- w. "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 interests" or "shared interests in land" as defined in the *Real Estate Services Act*

- x. "Term" means the period of eighty (80) years commencing on the date of execution of this Agreement by all the parties, provided that if the perpetuity period for the Agreement as specified in the *Perpetuity Act* is increased or decreased in length then the term of this Agreement will be increased or decreased accordingly.

PART II – GENERAL

- 2. During the Term, the Owner covenants and agrees that the Owner will not dispose of its Interest in any Affordable Ownership Unit unless such Interest is Disposed of in accordance with this Agreement and the Housing Agreement.
- 3. The Owner will not Dispose of its Interest in the Affordable Ownership Unit other than to the Regional District or to an Outside Offeror pursuant to a Bona Fide Offer.
- 4. Provided that the Owner is not in breach of any of its obligations under this Agreement or under the Housing Agreement, at the request of the Owner and the Owner's sole expense, the Regional District will deliver to the Owner discharges of this Agreement in registrable form for each Dwelling Unit that:
 - a. is on a separate legal parcel; and
 - b. is not an Affordable Ownership Unit.

PART III – RIGHT OF FIRST REFUSAL

- 5. The Owner covenants and agrees as follows:
 - a. the Owner will not sell or offer to sell the Affordable Ownership Unit for any consideration not consisting entirely of lawful money of Canada;
 - b. if the Owner receives a Bona Fide Offer to purchase the Affordable Ownership Unit which the Owner is willing to accept, that meets the requirements of this Agreement and the Housing Agreement, then the Owner will offer to sell the Affordable Ownership Unit to the Regional District on the terms that are set out in section 6 of this Agreement, by giving to the Regional District a notice in writing (the "Notice") attached to a copy of the Bona Fide Offer. The Regional District will have the exclusive right (the "RFR") for twenty (20) Business Days (the "Election Period") from the date on which the Regional District receives from the Owner the Notice and a copy of the Bona Fide Offer within which to purchase the Affordable Ownership Unit on the terms set out in section 6 of this Agreement. The Owner agrees that the Regional District's Election Period to purchase the Affordable Ownership Unit will not start to run until the Owner gives to the Regional District notice of the Bona Fide Offer, with the only condition precedent or subject in the Bona Fide Offer being the Regional District's Subject;
 - c. If the Regional District wishes to exercise its RFR, the Regional District will give the Owner written notice of such exercise on or before the end of the Election Period. If the Regional District exercises this RFR, the Regional District shall have the right to assign the Bona Fide Offer to a third party designee of its choice;

- d. If the Regional District does not exercise this RFR with respect to a specific Bona Fide offer, the Regional District's rights under this RFR with respect to the particular Bona Fide Offer will be waived, but only if the terms of sale between the Outside Offeror and the Owner are in strict compliance with the terms stated in the Bona Fide Offer, and if the Owner complies with the following requirements:
- i. the Owner delivers to the Regional District, within 10 Business Days after the delivery of the Notice written proof, satisfactory to the Regional District, in its sole discretion and including but not limited to the information required under the Housing Agreement, that the purchaser is an Outside Offeror and a Qualified Person, and that the purchaser agrees to be bound by all the agreements in favour of the Regional District which affect the Affordable Ownership Unit, including but not limited to the Housing Agreement;
 - ii. the Owner does not remove the second part of the Regional District's Subject until such time as the Regional District informs the Owner that it is satisfied with the information provided pursuant to sub-section 5.d.i herein;
 - iii. at least 5 Business Days before completion of the sale pursuant to the Bona Fide Offer the Owner delivers to the Regional District the following:
 - (1) written proof, satisfactory to the Regional District, in its sole discretion, that the purchase price payable under the Bona Fide Offer is no more than the Affordable Sale Price;
 - (2) a Form C signed by the transferee of title under the Bona Fide Offer granting to the Regional District an option to purchase and a right of first refusal to purchase the Affordable Ownership Unit (the "New Form C") on substantially the same terms as set out in this Agreement, with such amendments as the Regional District may reasonably require;
 - (3) a discharge of this Agreement (the "Discharge") for execution by the Regional District;
 - (4) undertakings from the solicitor or notary for the Outside Offeror (the "Legal Representative") on terms satisfactory to the Regional District, including that:
 - (a) the Legal Representative will only register the Discharge if it is done concurrently with the registration of the New Form C;
 - (b) the Legal Representative will ensure that the New Form C is registered against the Affordable Ownership Unit in priority to all mortgages and other financial liens, charges and encumbrances, except for any charges in favour of the Regional District;
 - (c) forthwith after registration of the New Form C, provide to the Regional District copies of the Discharge and the New Form

C with registration particulars endorsed thereon, and a copy of the State of Title Certificate for the Land parcel on which the Affordable Ownership Unit sits confirming registration of the New Form C; and

- (5) a copy of the vendor's statement of adjustments for the Affordable Ownership Unit certified to be true by the Legal Representative; and
- iv. upon request by the Regional District, the Owner delivers to the Regional District such further evidence as the Regional District may reasonably require to confirm the purchase price of the Affordable Ownership Unit, and to confirm that the Outside Offeror has granted to the Regional District an option to purchase and a right of first refusal to purchase the Affordable Ownership Unit.

PART IV – GRANT OF OPTION

- 6. The Owner hereby grants to the Regional District the sole and exclusive irrevocable option to purchase the Affordable Ownership Unit (the "Option") effective immediately upon breach of any of the Owner's obligations contained in the Housing Agreement, or this Agreement, or upon the Owner advising the Regional District in writing of its intention to transfer or sell the Affordable Ownership Unit. The Option will be exercised by or on behalf of the Regional District by a written notice delivered to the Owner in accordance with the following terms:
 - a. Subject to adjustments as provided in this Agreement, for the purchase price (the "Purchase Price") that is the lesser of:
 - i. the purchase price set out in the Bona Fide Offer (if any); and
 - ii. the Affordable Sale Price.
 - b. The purchase of the Affordable Ownership Unit by the Regional District will be completed on a date (the "Completion Date") to be chosen by the Regional District, acting reasonably, such date not to be later than thirty (30) Business Days after the determination of the Affordable Sale Price for the Affordable Ownership Unit under the Housing Agreement.
 - c. On the Completion Date, the Owner will convey the Affordable Ownership Unit to the Regional District, or the Regional District's designate, free and clear of all mortgages and other financial liens, charges and encumbrances, provided that the Owner is entitled to use the Purchase Price to discharge any mortgage or other financial lien, charges and encumbrances registered against title to the Affordable Ownership Unit, in accordance with section 6.h.vii.
 - d. The Owner will give vacant possession of the Affordable Ownership Unit to the Regional District, following payment of the adjusted Purchase Price to the Owner on the Completion Date.
 - e. All adjustments, both incoming and outgoing, in connection with the purchase and sale of the Affordable Ownership Unit, including adjustments of taxes, rates, rents

and other matters usually the subject of adjustment between vendor and purchaser, as well as adjustments for any amounts payable by the Owner to the Regional District pursuant to the terms of this Agreement or the Housing Agreement, will be made as at the Completion Date.

- f. The Owner covenants and agrees that it will, from and after the date of the application to register this Agreement in the LTO, take or cause to be taken all proper steps and actions and corporate proceedings to enable the Owner to vest a good and marketable title to the Affordable Ownership Unit in the Regional District, or Regional District's designate, on the Completion Date, free and clear of all liens, encumbrances, defects in title, equities or claims of every nature and kind except for Permitted Encumbrances and to enable the Owner to carry out the sale of the Affordable Ownership Unit and to execute and deliver this Agreement as valid and binding obligations of the Owner.
- g. The Owner hereby represents and warrants to, and covenants and agrees with the Regional District as at the Completion Date that:
 - i. the Owner has no indebtedness or obligation to any person which might now or in future constitute a lien, charge, or encumbrance on the Affordable Ownership Unit save for the Permitted Encumbrances;
 - ii. the Owner has not used the Affordable Ownership Unit or permitted any use of the Affordable Ownership Unit to store, manufacture, dispose of, emit, spill, leak, generate, transport, produce, process, release, discharge, landfill, treat or remediate any explosive, radioactive material, asbestos, urea formaldehyde, chlorobiphenyl, hydrocarbon, underground tank, pollution, contamination, hazardous substance, corrosive substance, toxic substance, special waste, waste, or matter of any kind which is or may be harmful to human safety or health or to the environment, including anything the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, remediation or release into the environment of which is now or at any time after the execution of this Agreement is prohibited, controlled, regulated or licensed under any laws applicable to the Affordable Ownership Unit ("Contaminant");
 - iii. the Owner has not caused or permitted the storage, manufacture, disposal, emission, spilling, leakage, treatment, generation, transportation, production, processing, release, discharge, landfilling, treatment or remediation of any Contaminant in, on, under or from the Affordable Ownership Unit;
 - iv. the Owner has at all times used the Affordable Ownership Unit in compliance with all laws relating to Contaminants and to the environment;
- h. the Owner will indemnify and save harmless the Regional District, and its elected and appointed officials, officers, employees and agents, from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs (including remediation costs and costs of compliance with any law, and legal fees and disbursements), expenses, fines and penalties, suffered or incurred by the Regional District by reason of a breach of any representation or warranty, covenant

or agreement of the Owner set forth in this Agreement. This obligation will survive the termination of this Agreement;

- i. not less than 5 days before the Completion Date, the Regional District will deliver to the Owner's solicitor or notary public:
 - ii. a Form A Transfer transferring the fee simple title to the Affordable Ownership Unit to the Regional District, or Regional District's designee (the "Transfer"), subject only to Permitted Encumbrances,
 - ii. the Owner's Statement of Adjustments to be approved and executed by the Owner, and
 - iii. a statutory declaration of the Owner that the Owner is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- j. on or before the Completion Date, the Owner will deliver to the Regional District's solicitors or notaries, in trust, the Transfer executed on behalf of the Owner, in registrable form, on the undertakings that:
 - i. on the Completion Date, the Regional District will apply to register the Transfer in the LTO only if the adjusted Purchase Price (less any proceeds of a new mortgage to be granted by the Regional District, or Regional District's designee) has first been deposited in the trust account of the Regional District's, or Regional District's designates', solicitors; and
 - ii. after application has been made to register the Transfer in the LTO, and upon receipt of a satisfactory post-index search of the title to the Affordable Ownership Unit indicating that in the normal course of LTO procedure the Regional District, or its designee, will become the registered owner of the Affordable Ownership Unit free and clear of all mortgages and other financial liens, charges and encumbrances, other than any mortgage, financial lien, charge or encumbrance to be discharged as provided herein, the Regional District will at once pay, or cause its designee to pay, the Owner's solicitor or notary public the adjusted Purchase Price by solicitor's trust cheque made available for pick up by the Owner's solicitor or notary public, on the undertaking of the owner's solicitor or notary public to discharge any mortgage or other financial lien, charge or encumbrance from title to the Affordable Ownership Unit forthwith following completion;
- k. the Affordable Ownership Unit will be at the Owner's risk until the Completion Date and will thereafter be at risk of the Regional District. In the event of loss or damage to the Affordable Ownership Unit occurring before the completion of the closing on the Completion Date by reason of fire, tempest, lightning, earthquake, flood or other acts of God, explosion, riot, civil commotion, insurrection or war, the Regional District, at the Regional District's option, may cancel this Agreement;
- l. the Regional District, its agents and employees, have the licence, conditional on providing 48 hours prior written notice to the Owner, to enter upon the Affordable Ownership Unit from time to time prior to the Completion Date, at the Regional

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District's sole risk and expense, for the purpose of making reasonable inspections, surveys, tests and studies of the Affordable Ownership Unit; and;

m. the Regional District will pay or cause its designate to pay:

- i. any property transfer tax payable by it under the *Property Transfer Tax Act* (British Columbia) in connection with the purchase of the Affordable Ownership Unit,
- ii. LTO registration fees in connection with the transfer of the Affordable Ownership Unit to the Regional District, or the Regional District's designee,
- iii. the Regional District's legal fees and disbursements but not the Owner's, and
- iv. all goods and services tax, if any, payable in respect of transfer of the Affordable Ownership Unit to the Regional District, or Regional District's designate, under the *Excise Tax Act* (Canada).

PART V – EXCEPTIONS TO RIGHT OF FIRST REFUSAL AND OPTION

- 7. Notwithstanding any other provision in this Agreement, if the Owner is a Lender and the Lender has for between 90 and 119 days made Efforts to Sell, and if the Lender has been unable to enter into a Bona Fide Offer or to sell the Affordable Ownership Unit to the Regional District, the Lender may after that time sell the Interest to a person who is not a Qualified Person, but the purchase price for the Interest must not exceed the Affordable Sale Price, and the Affordable Ownership Unit may only be used, occupied, re-sold or leased by that new owner in accordance with the Housing Agreement and this Agreement.
- 8. Notwithstanding any other provision in this Agreement, if the Owner is a Lender and the Lender has for at least 120 days made Efforts to Sell, and if the Lender has been unable to enter into a Bona Fide Offer or sell the Affordable Ownership Unit to the Regional District, the Lender may after that time sell the Interest to a purchaser for any price, and the Affordable Ownership Unit may be used and occupied subject to all enactments applicable to the use of the Affordable Ownership Unit but the Housing Agreement and this Agreement will not apply.

PART VI – INTERPRETATION

- 9. 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;

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- 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 provision 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 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 representative 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 VII - MISCELLANEOUS

- 10. **Regional District Not Obligated to Exercise Right of First Refusal or Option.** The Owner acknowledges and agrees that the Regional District is under no obligation to exercise its Option or the RFR.
- 11. **Duration of Option and Right of First Refusal.** The Option and the RFR granted by this Agreement are effective until the date that is 80 years less a day after the date on which Form C referred to this Agreement is deposited for registration in the LTO.
- 12. **Modification.** This Agreement may be modified or amended from time to time, by bylaw duly passed by the Board of the Regional District, if it is signed by the Regional District and the person who is the current registered owner of the Land. The Regional District may, in its absolute and unfettered 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 desirable.
- 13. **Assignability.** The Owner will not assign its interest under this Agreement without prior written consent of the Regional District, which consent the Regional District may arbitrarily withhold.
- 14. **Regional District Powers 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 Land;

- 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 Land; or
 - d. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 15. **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 Land or the building or any portion thereof, including any Affordable Ownership Units;
 - 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.
- 16. **No Public Law Duty.** 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.
- 17. **Liability.** Except to the extent caused by the negligence of the Regional District or any other person for whose negligence the Regional District is responsible in law, the Owner agrees to and does hereby indemnify and save harmless the Regional District, its officers, servants, agents and their heirs, personal representatives, successors and assigns against all loss, damage, costs and liabilities which they will or may be liable for or suffer in connection with the Lands. The obligations of the Owner as set out in this section survive termination of this Agreement.
- 18. **Costs.** Unless otherwise specified in this Agreement, the Owner will comply with all the requirements of this Agreement at its own cost and expense and will pay to the Regional District, on request, all reasonable costs or expenses it incurs in connection with this Agreement.
- 19. **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 of the LTO, and in the case of the Regional District addressed:

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.

20. **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.
21. **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.
22. **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.
23. **Sole Agreement.** This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the Regional District and the Owner representing the use and occupation of the Affordable Ownership Unit, and there are no warranties, representations, conditions or collateral agreements made by the Regional District except as set forth in this Agreement.
24. **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.
25. **Covenant Runs with the Land.** This Agreement burdens and runs with the Land and every parcel into which it is consolidated or Subdivided by any means, including by subdivision under the *Land Title Act* (British Columbia) or by strata plan under the *Strata Property Act* (British Columbia). 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.
26. **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
27. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the Regional District for breach of this Agreement or the RFR and that the public interest strongly favours specific performance, injunctive relieve (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement or the RFR.
28. **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.
29. **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

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provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

30. **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.

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Schedule C
Statutory Declaration

SCHEDULE "C"
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 Eligible Employees 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 Eligible Employees and Retirees:
Names, addresses and phone numbers of Employers:
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 _____)

_____))
_____))
A Commissioner for Taking Affidavits)
for British Columbia)

Print Name:

)
)

**FINE PEACE HOLDINGS LIMITED
PRIORITY AGREEMENT**

In this consent and priority instrument:

- (a) **"FPH Existing Charges"** means the Mortgage registered under number CA6962745 and the Mortgage registered under number CA6872155;
- (b) **"FPH"** means Fine Peace Holdings Limited;
- (c) **"New Charge"** means the Covenant contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which FPH acknowledges, FPH:

- (i) hereby consents to the granting of the New Charge; and
- (ii) agrees that the New Charge charges the land in priority to the FPH Existing Charges, if any, in the same manner and to the same effect as if 1163847, Fine Peace Furry Creek and FPFCD had granted the New Charge, and the New Charge had been registered against title to the 1163847 Lands, Fine Peace Furry Creek Lands and FPFCD Lands, respectively, prior to the grant or registration of the FPH Existing Charges or the advance of any money under the FPH Existing Charges.

The grant of priority is irrevocable, unqualified and without reservation or limitation. To witness this consent and priority instrument, FPH has caused its duly authorized signatories to sign the attached Form C.



Box 219, 1350 Aster Street
Pemberton, BC V0N 2L0
P. 604-894-6371 TF. 800-298-7753
F. 604-894-6526
info@slrd.bc.ca www.slrd.bc.ca

Memo

To: Michael Gellar, Fine Peace Furry Creek Development Ltd.
Tony Petricevic, Tiger Bay Developments Ltd.

From: Kim Needham, SLRD Director of Planning and Development Services
Claire Dewar, SLRD Senior Planner

Date: February 9, 2022

Re: Child Care Facilities and Access Rate Targets for Howe Sound East Developments

BACKGROUND

The provision of adequate Child Care Facilities plays a critical role in planning for and developing *Compact, Complete, Sustainable Communities*, with particular relevance for the SLRD Master Planned Communities of Furry Creek and Britannia South. At build out these new communities could each have a population of 2,000 – 3,000. Securing adequate, affordable and dedicated Child Care Facilities will be an important component of the zoning amendment processes in Howe Sound East.

The SLRD Board raised the issue of Child Care Facilities and access rate targets at first reading of the amendment bylaws for both Furry Creek and Britannia South, noting that what was currently proposed by developers was likely not adequate. Referral agencies also provided similar comments. Given SLRD Board direction, SLRD staff are sharing the below information, requirements/recommendations and considerations.

BEST PRACTICES

As the SLRD has not undertaken the preparation of a Child Care Strategy or Action Plan, with such uses generally located in the member municipalities, the SLRD is looking to best practices in neighbouring communities and regional districts for guidance. SLRD staff is also appreciative of the referral responses received from District of Squamish staff, sharing expertise and insights around Child Care.

Access Rate – District of Squamish:

According to the District of Squamish Child Care Action Plan, although there is a shortage of child care across BC, *“the situation is particularly challenging in Squamish for a number of reasons, many of which are related to population growth and/or demographics, or affordability:*

Growth and Demographics

- *Rapid population growth*
- *High percentage of children relative to other age groups*

- *High migration rates and lack of extended family*
- *High educational attainment and labour force participation rate*

Affordability

- *High housing cost*
- *Low rental vacancy*
- *High cost of child care space*
- *Staff shortage*

The Howe Sound East communities will have similar growth/demographics and affordability challenges. Squamish's overall child care access rate is currently 21% and the target access rate is 30%. It appears that the Child Care Facilities (committed in square meters) currently proposed under the rezonings for Furry Creek and Britannia Beach will not meet these current (21%) or target (30%) access rates; given the proximity and similarities in community characteristics, comparable access rate targets should be used.

Guidelines and Area Requirements – City of Vancouver

Area Requirements outlined below are from the [City of Vancouver Childcare Design Guidelines](#). According to the Design Guidelines, “Childcare facilities constructed as a condition of rezoning or development should meet the minimum net activity areas set out in Table 1 [see below] in addition to the required support spaces as described in Section 3.2 of these guidelines”. Note Area Requirements should include a standard 20% 'gross-up' allowance for circulation, HVAC, etc. For an additional example, see the *Comparison of Childcare Area Requirements and Guideline Recommendations* table attached to this memo, under Additional Information.

Table 1: Recommended Indoor and Outdoor Space by Program Type

Program	# of Spaces	Net Indoor Activity Area		Gross Indoor Area (support space included)		Covered Outdoor Area		Total Outdoor Area	
		m ²	ft ²	m ²	ft ²	m ²	ft ²	m ²	ft ²
Group Childcare Age 0-3	12	82	883	182	1959	33	355	170	1830
Group Childcare Age 3-5	16	88	947	187	2013	34	366	224	2411
Group Childcare Age 3-5	25	128	1378	247	2659	45	484	350	3767
Preschool (part-time)	20	78	840	153	1647	33	355	140	1507

(City of Vancouver Childcare Design Guidelines, last amended January 2021)

Child Care in New Developments – Metro Vancouver

According to the Metro Vancouver [2019 Survey of Licensed Child Care Spaces and Policies in Metro Vancouver](#), “many local governments are asking developers to build child care as part of new developments. The requirement may be simply to build the spaces, or to build to a “turn-key” standard, meaning the facility is equipped and ready for an operator to begin using immediately.”

HOWE SOUND EAST DEVELOPMENTS & CHILD CARE FACILITIES

PROJECT	UNITS & POPULATION*	PROPOSED CHILD CARE FACILITY	PROJECTED CHILD POPULATION**	ACCESS RATE***
Tiger Bay	1050 dwelling units 2,520 population at build out	185 square meters	252	20% access rate = 50.4 spaces 30% access rate = 75.6 spaces
Furry Creek	1020 dwelling units (built and proposed) 2,448 population at build out	150 square meters	245	20% access rate = 49 spaces 30% access rate = 73.5 spaces

*Based on Area D Average Household of 2.4 (Statistics Canada, 2016 Census)

** Based on 2016 Census data, children aged 0-9 represent 10% of the population in Area D (children aged 0-14 is 14.2% of the population); note most access rates seem to use children under 12, but census data does not include this age break down for Area D

*** Number of child care spaces per 100 children aged 9 and under

It should be noted that Statistics Canada, 2021 Data will be available in April 2022. Updated population counts data is available now, and indicates the population in Area D has not changed between 2016 and 2021.

MINIMUM REQUIREMENTS & RECOMMENDATIONS

Required Commitments from Developers – to be included in covenants:

- Employee Housing Units to be dedicated to ECE workers, terms to be set out in Housing Agreement;
- Child Care Facilities to be dedicated and covenanted; and
- Rental rates for Child Care Facilities to be dedicated and covenanted.

Recommendations:

- Target an access rate of 30% for at least children aged 0-5;
- Use City of Vancouver Area Requirements for calculations and space planning;
- Focus on infants/toddlers – licensed spaces for infants/toddlers (ages 12-30 months) are the scarcest; and
- Consider co-locating child care facilities at school sites or community centres/public facilities.

CONSIDERATIONS & OPTIONS FOR DEVELOPERS

Access Rate, Child Care Area Requirements and Phasing

- Developers to confirm what Access Rate target they are going to meet and how, given the best practices around Area Requirements.
- A phased approach to the provision of child care facilities may be beneficial; developers to confirm when and where child care facilities will be provided in relation to development units (e.g. min 200-300m² completed prior to issuance of a Building Permit for the 201st market dwelling unit; another 200-300m² completed prior to issuance of a Building Permit for the 601st market dwelling unit). If this is the desired approach, please outline phasing commitments, to be incorporated into zoning/covenants.

ADDITIONAL INFORMATION

Resources and Criteria for Review (adapted from District of Squamish Child Care Action Plan, 2019):

- Physical space requirements for licensing – indoor and outdoor. See [Vancouver Coastal Health Design Resource for Child Care Facilities](#) and [BC Child Care Licensing Regulation](#).
- Balance in proposed age groups/licence types for care of children aged 0-5 is needed to support infant/toddler spaces, which are in most critical need.
 - Facilities sized to accommodate two classrooms of 25 preschool age children and one classroom of 12 infants/toddlers are recommended as minimally meeting the need for licensed infant/toddler spaces.
 - A better mix would be two classrooms of 25 preschool age children and two classrooms of 12 infants/toddlers. Or one classroom of 25 preschoolers and one classroom of 12 infants/toddlers. For arrangements with a higher percentage of infant/toddler spaces to be financially viable for a child care operator and affordable for families, below-market rent is likely required.
 - To maintain greater affordability for operators and families, dedicated and publicly owned space made available for reduced rent to a non-profit child care provider is recommended as the best scenario for maximizing the available number of infant/toddler spaces. While the SLRD is limited in its current capacity to take on and manage newly dedicated child care space that is conferred in private developments, use of covenants to secure below-market rents in privately owned spaces should be considered.

COMPARISON OF CHILDCARE AREA REQUIREMENTS AND GUIDELINE RECOMMENDATIONS

NB This summary table includes a standard 20% 'gross-up' allowance for circulation, HVAC, etc., that is not included in regulations or guidelines

	CCFLB*	Vancouver	Richmond
INDOOR (m2)			
INFANT PROGRAM--12 SPACES			
Main Activity Area (net)	44.4	82	70.4
Support Spaces (net)		58	55.7**
Total Net		140	126.1
GROSS-UP for Circulation, HVAC, etc. (20 %)		8.9	25.2
TOTAL AREA REQ.		148.9	151.3
TODDLER PROGRAM--12 SPACES			
Main Activity Area (net)	44.4	82	75.4
Support Spaces (net)		58	55.7
Total Net		140	126.1
GROSS-UP for Circulation, HVAC, etc. (20 %)		28	25.2
TOTAL AREA REQ.		168	151.3
THREE-TO-FIVE PROGRAM--25 SPACES			
Main Activity	92.5	128	127.1
Support		62	62.4
Total Net		190	189.5
GROSS-UP for Circulation, HVAC, etc. (20 %)		38	37.9
TOTAL AREA REQ.		228	227.4
OUTDOOR (m2)			
INFANT PROGRAM--12 spaces			
Covered		22	30
Open		63	60
Storage			8
Total Outdoor m2	72	85	98
TODDLER PROGRAM--12 spaces			
Covered		33	30
Open		137	60
Storage			8
Total Outdoor m2	72	170	98
Three-to-Five Group--25 spaces			
Covered		45	58.3
Open		305	116.7
Storage			9.3
Total Outdoor	150	350	184.3

* CCFL regulations are silent on all areas except main activity areas

** Richmond does not include area recommendations for laundry, janitorial, or adult washrooms in support area calculations

Appendix F

DETAILED SUMMARY OF REFERRAL COMMENTS AND RESPONSES

DOS COMMENTS	PPFCD/SLRD RESPONSE
Employment & Economic Development	
Village Commercial Area <i>The District encourages the SLRD to review the adequate provision of local-serving commercial that both supports the Howe Sound neighbourhoods and compliments offerings in the corridor.</i>	• Board direction at first reading was to support an increase in commercial area. • Proponent is now proposing 25,000sqft/2323m2 of village commercial space. • Note the SLRD RGS and Area D OCP policies direct most commercial and industrial to be located in member municipalities.
Squamish Employment and Commuting <i>On-site employment opportunities limited to retail and service-oriented occupations, it is anticipated that many of the new residents will need to commute for work to neighbouring communities in the corridor, especially for other sectors and occupations.</i> <i>The proposed plans for a subsidized shuttle service should reflect: needs of the commuting workforce; ongoing work with respect to potential regional transit programs.</i> <i>The District would welcome further information on the potential permanent occupations that are planned through this project once this information is provided to the SLRD.</i>	• It is expected that many residents who choose to live at Furry Creek will be employed in occupations that do not require regular commuting or will be retired. This is already the case at Furry Creek. Home office and home craft are permitted uses throughout the neighbourhood, and the built form will include live/work units - supporting entrepreneurs and remote work opportunities. • The shuttle service will reflect demand, and will be in place until the neighbourhood is serviced by regional transit. It is felt the increased population at Furry Creek will make a regional transit service more viable. The proponent and the SLRD are part of ongoing work towards regional transit service. • SLRD does not use a job to housing ratio, as this is generally an urban metric and does not reflect the realities of electoral area residents who are employed in various trades, resource industries, home occupations, telecommuting, etc. As SLRD RGS and Area D OCP policies direct most commercial and industrial to be located in member municipalities, permanent occupations beyond local serving commercial are limited. Instead the focus is on creating space for live/work, home office and home craft to support entrepreneurs and telecommuting.

Transportation & Corridor Impacts	
Transit <i>Further review is requested and engagement on transit service planning within the Sea to Sky corridor; this review should be extended to BC Transit to conduct detailed review of the future internal transit network and proposed highway stops.</i> <i>Details as to how the project intends to support transit ridership and other transportation alternatives and connectivity within the region given the proposed population density is requested.</i> <i>Consideration should also be given to how an inter-municipal service would be coordinated or operate in conjunction with existing transit systems in the corridor, including the District's transit system, to evaluate any potential effect.</i>	• BC Transit has reviewed the development plans in detail, including input to proposed transit stops. • BC Transit Referral response: "BC Transit supports the proposed development as it is consistent with the Sea to Sky Transit Future Plan, but requires that the following is completed prior to any service being provided to Furry Creek: - FPFCD to provide scheduling information to BC Transit Scheduling Department and work with BC Transit Operations to ensure that there is synergy between both services. - BC Transit recommends improvements outlined in the development referral response dated May 27 2020." • Further review and engagement on transit service planning within the Sea to Sky Corridor is anticipated as development progresses in the Howe Sound East and as per the Sea to Sky Transit Future Plan. • Inter-municipal service coordination will take place in conjunction with the proposed private shuttle service and eventually regional transit.
Garbage & Waste Diversion <i>No information was provided on garbage and waste diversion. As per the RGS Goal 5, the District of Squamish is pursuing zero waste and increased diversion of materials away from the Squamish Landfill. Details as to how the project intends to address garbage and waste diversion is requested as Furry Creek's waste is currently brought to the Squamish Landfill. Specifically, where is the waste expected to go, how much annual waste is the new development expected to generate, is there capacity to take this waste, and what steps will be taken to reduce and sort the waste? Suggestion to ensure source-separation is comprehensively integrated into the development across all of the various uses, and that diversion is extensive and comprehensive (that recycling goes beyond the paper and packaging recyclables to include the "hard to recycle" items (ex.</i>	• Form and Character DP sets out solid waste requirements for multi-family, commercial as well as new development: <i>(a) Commercial and Multi-Family: Garbage, recycling and composting storage must be located within a building, or in a separate building and designed to the standards outlined in the solid waste storage technical design guidelines.</i> <i>(f) Neighbourhood waste buildings should be provided for all new development, where feasible.</i>

<i>Styrofoam, glass, textiles, flexible packaging, etc.). As well as, ensure adequately sized waste rooms are secured/provided, particularly for multi-family residential units, to enable material separation and increase waste diversion, and that the access for the collection contractor's vehicles is incorporated. For multi-family residential units, staff recommend the SLRD prohibit individual waste totes for each unit, and ensure shared/common waste rooms or buildings are provided for each development, as this improves source-separation capabilities and reduces ability for wildlife to access waste.</i>	
Critical Infrastructure, Community Amenities, Parks & Recreation and Public Access	
Affordable Housing/Workforce Housing <i>Construction of 40 units of non-market affordable dwelling units (of 120 total) alongside the construction of the Furry Creek fire hall is stated as intended to provide workforce housing in support of fire fighter recruitment/retention and potential work experience programs. This is great to see; highly recommend extra step to secure and specifically allocate # of Affordable Housing units for community essential service workers (including fire services, as well as early childhood educators for childcare services).</i>	• The Housing Agreement, a draft of which will be brought to the SLRD Board at second reading, will specify required number of employee ownership and employee rental units, with a set number of priority units identified for fire fighters and ECE workers. See Draft Housing Agreement for full details.
Future School Site <i>Prior to second reading, site selection with careful transportation and planning around servicing and road access will be important to ensure the site is secured and obligations around servicing are captured from the start. Also, with recent mandates evolving on universal childcare, school sites will increasingly include seamless day learning (including before/after school childcare). Childcare co-location opportunities with any future school site should be encouraged.</i>	• Land Development Agreement will set out requirements for developer, including providing a “ready to build site”, road access and servicing. • School design will be at the discretion of SD48; the site is large enough to accommodate afterschool childcare options and other community needs.
Parks & Recreation <i>Review sufficiency and type of park space (19.1ha proposed) against total population projections (per capita). Purporting to be a ‘complete community’, the project should be able to support active play spaces and field space and provide adequate parkland to meet the needs of the Furry Creek neighbourhood.</i>	• The 19.1 ha of zoned park space exceeds 5% of the CD3 lands under application. As per s. 510 of the LGA, the amount of land that may be required at subdivision must not exceed 5% of the land being proposed for subdivision. This is also aligned with the SLRD Park Dedication Policy. In addition,

<i>Increased demand on active parks or playfields from outside Squamish due to insufficient space in neighbouring communities is a concern and has financial/servicing implications for the District of Squamish.</i> <i>It appears there is a missed opportunity to provide a more significant waterfront park focus at water's edge for public space activation and access. This is an important value to many coastal communities in Howe Sound and could serve a regional purpose.</i> <i>Waterfront park phasing (Phase 6) – suggestion to advance delivery of core parks/amenities earlier to support /align with provision of affordable housing non-market rental (Phase 2), waterfront apartments and resort hotel (Phase 3) additional market apartments (Phase 4).</i>	there are approximately 48 ha of golf course, which while not dedicated, can be enjoyed by community residents - Detailed Parks, Trails and Open Space plans will be included in the Land Development Agreement and will include details as to trail standards and type of park space/programming. - Minaty Bay is planned as the regional park for Howe Sound East. - The phasing of the Waterfront Park ties into when the adjacent lots will be developed. Access and basic park amenities will be available at the initial phases, but major infrastructure improvements are not possible until development of Lot 2 waterfront apartments.
Childcare Facilities <i>Review childcare access/space sufficiency against total population projection of children 0-12 years and proactively set target in neighbourhood plan for childcare access (Squamish has a reach goal of 30% = 30 licensed spaces per 100 children aged 0-12 for comparison). Based on proposed space of 139m2 this is only likely capable of accommodating 25 licensed spaces. Consider the requirement for indoor (activity and support spaces) and contiguous outdoor space to achieve quality and adequate licensable space. Inadequate childcare facilities will create increased pressure on facilities outside Furry Creek/Area D (Squamish, Britannia, North Shore). Squamish currently has insufficient number of spaces (21% access rate) to meet increased local demand with continued population growth. Ensuring dedicated covenanted, adequate and affordable space for the new anticipated growth is strongly recommended.</i>	- Developer has agreed to a 30 % access rate target, providing 74 child care spaces at build out. 37 spaces will be provided with the Village Commercial/Community Centre and area requirements will be based on the City of Vancouver guidelines (requirements set out in the Land Development Agreement). - The Childcare Facility rental rates will be 50 % below market, as outlined in the Land Development Agreement. - The Childcare Facility space will be dedicated covenanted for this use to ensure space is available in perpetuity if need exists.
Community Amenities <i>Phasing of community centre, admin office and childcare are proposed for Phase 5 in village commercial (prior to completion of 201st market dwelling unit) – these critical amenities are</i>	- Phasing of these community amenities is tied to the existing covenants. - Staff are supportive of the community amenities being developed in conjunction with the village commercial and

<i>strongly recommended to be brought forward in the phasing program; noted concern for increased pressures and impacts on Squamish services if adequate amenities are not provided for the community.</i>	when there is a critical mass of people living in the neighbourhood to support. The developer is also keen to develop the village centre and community amenities as soon as practical.
Public Access & Connectivity <i>Plans appear to be dominated by vehicle roads with a few gravel pedestrian trails and connections. Given that a local/internal transit system will not be in place for the initial phases of this development, thought should be given to providing active transportation (non-vehicle) internal connectivity within the development. An example of this would be the growing popularity in cycling and E-bikes, which could be used for local trips within the Furry Creek community if a robust cycling network were to be provided.</i>	• 19.8 kms of sidewalk, bike lane and off-road trail are included in plans. • Shared neighbourhood electric vehicles and electric bikes inspired by a similar program that was put in place at UniverCity and other sustainable communities is planned for.
Fire Protection Resources <i>The Furry Creek proposal includes significant multi-unit development, including mid and high-rise apartments (a maximum of 50 single family dwellings are proposed, with the rest of the approximately 800 units being multi-family). Overall, the level of fire service proposed does not appear to be aligned with the scale of residential development proposed. Specifically, the 75ft aerial apparatus truck is likely undersized for Phase 3 (6 stories) onwards and definitely undersized for Phase 6 onwards. Although the fire staffing model is not described here, it's anticipated with the increased need for fire and life safety inspections, equipment checks, training and oversight of a work experience program, that full time staff will be required. Additionally, with the proposed fire protection model, it will be a challenge to respond to incidents at the planned high-rise apartment structures with an adequate number of personnel, even with the aid of neighbouring fire departments. In summary, the planned fire protection model does not appear to provide an adequate level of resourcing to address the risk associated with the proposed development.</i>	• Fire Protection Program has been reviewed by SLRD Fire Safety Consultants and Developer Fire Safety Consultants. Both agree the fire protection proposed will meet the needs of the proposed development. The Fire Underwriters will also weigh in on this if/as development progresses. • The Fire Protection Services are planned to move to a paid-on-call model, with fire fighters trained to interior attack. • As specified in the CD3 Zone, a covenant registered under section 219 of the Land Title Act restricts the construction of all buildings in the CD3 Zone to: (a) 6 storeys or 20 metres; or (b) the maximum height specified for the Area until fire service is available to accommodate taller buildings as permitted in the Area. This provides the SLRD with an additional check in control regarding fire services and development.

RGS Policy Alignment	
Goal 1 Focus Development into Compact, Complete, Sustainable Communities <i>In relation to the existing agreements, the proposed rezoning improves alignment with the RGS by expanding housing options and providing commercial services and employment space; these attributes support the RGS goal of a compact complete community. However, considerable imbalances may exist between the proposed residential population and local services, which may prevent the creation of complete, sustainable community in the proposed development. Further considerations for enhancing the complete community characteristic are outlined in this letter.</i>	• Generally commercial and industrial uses are directed to member municipalities, as per SLRD RGS directions and OCP policies, so we are somewhat limited in expanding uses in the master planned communities. • We will be focussing on ensuring basic community amenities and services are provided for – such as community centre, day care, school, grocery/general store, restaurant/café, recreation – the assumption is that most people will be retirees, telecommuters or occasional commuters for work.
Goal 2: Improve Transportation Options and Linkages <i>As noted, the project provides additional infrastructure for transportation options. However, additional detail is requested regarding integration with and support of regional transit, specifically, how the project intends to support transit ridership and other transportation alternatives and connectivity. At present, the proposal seems very oriented towards accommodation of private vehicles without similar emphasis on other modes of transportation. Building on the limited EV chargers proposed for the transportation hub, consideration should be extended to EV charging for the residential developments, and detailed planning completed to ensure adequate charging capacity will be available for all residential units, as well as rapid charging options for commuters, visitors and tourists.</i>	• EV charging will be incorporated throughout - the transportation hub EV charging stations are intended for commuter use not residential use. • the private shuttle service will be in place until BC transit service. FPFCD and SLRD have had many discussions with BC transit. • A regional trail network between the Howe Sound East communities has also identified. • Active Transportation Infrastructure requirements are included in the Land Development Agreement
Goal 3 Generate a Range of Quality Affordable Housing <i>The proposed amendment aligns with Goal 3 of the RGS through provision of additional housing diversity within the Furry Creek neighbourhood. Alignment with the RGS is further supported by the proposal exceeding the 15% target for affordable housing identified within the RGS and a requirement for the execution of housing agreements to ensure perpetual affordability of non-market units.</i>	No response necessary. It is noted that member municipality projects are still striving to achieve the 15% inclusionary zoning affordable housing target as set out in the RGS.

Goal 5 Protect Natural Ecosystem Functioning <i>The addition of detailed Riparian Protection and Environmental Protection Development Permit Area mapping support Goal 5 of the RGS. Alignment of Bylaw 1717-2021 with RGS Goal 5 can be strengthened through addressing comments included in the table below related to the Riparian Protection DPA and the Environmental Protection DPA, including consideration of bonding or security and including foreshore area in the Environmental Protection DPA.</i>	SLRD Area D OCP Section 7 Development Permit Areas already specifies that “<i>the SLRD may require security in the form of an Irrevocable Letter of Credit in the amount of 135% of estimated costs, to be held until the requirements of the permit have been fulfilled to the SLRD’s satisfaction</i>”. SLRD approach is to address Foreshore areas through the Riparian Protection DP and Environmental Protection DP and have generally opted to leave this to DFO. Riparian Protection DP: “7.2.8 (s) <i>For any in water works required below the high-water mark, a DFO request for review and a Section 11 approval under the Water Sustainability Act will be required</i>”. Environmental Protection DP: “7.3.7 c) <i>A request for review from DFO concerning the Fisheries Act must be obtained when detailed development plans have been completed for the lands adjacent to marine foreshore to receive applicable marine buffer setbacks</i>”.
Goal 7 Create Healthy and Safe Communities <i>The addition of Natural Hazards Protection Development Permit Area mapping is aligned with RGS Goals 7. Enhancements to fire protection service are also aligned with Goal 7 of the RGS; however, as noted above, fire protection model does not appear to provide an adequate level of resourcing to address the risk associated with the proposed development.</i>	No response necessary.
Goal 11 Take Action on Climate Change <i>The proposed Step Code Level 3 commitment and Fossil Fuel Free commitment to be included in the land development agreement aligns with Goal 11 of the RGS. While adhering to Energy Step Code Level 3 is notable, Squamish’s current Step Code Level for residential buildings is Step 4 (as of January 1, 2021), and the new Furry Creek residential development is encouraged to match this level to obtain higher energy efficiency than currently proposed. The consideration of embodied emissions is notable in building supplies. Staff recommend further considerations to minimize the use of concrete and steel, maximize the use of recycled/reused materials, and to</i>	• Step Code commitments have increased as follows: minimum commitment to achieving Step 4 of the BC Energy Step Code for Part 9 and Part 3 buildings, with all buildings to be net-zero ready by 2032 (commitments included in the Land Development Agreement). • Commitment has been made for the neighbourhood to be fossil fuel free – and buildings will be designed as such from the outset (commitments included in Land Development Agreement). • OCP Policy also specifically confirms all new developments will eliminate fossil fuel connections.

<i>encourage the use of wood as a building material. The intent to reduce and ultimately eliminate fossil fuel combustion for heating and cooling is notable. It may be more effective to design buildings from the outset to eliminate the need for fossil fuel heating and cooling. Consideration should be made to securing detailed heating and cooling requirements, such as heat pump technologies, in forthcoming development-related agreements. Further consideration should also be made to ensure adequate waste management is enabled throughout the community. Adequately sized waste rooms for multi-family residential units should be secured or required to enable material separation and increase waste diversion.</i>	Waste management and waste facility requirements are outlined in the Form, Character and Conservation DP, and these details will be confirmed at the DP stage. It is noted the standards are aligned with DoS waste facility standards.
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MOTI REFERRAL COMMENT	FPFCD/SLRD RESPONSE
Natural Hazards Assessment <i>The Ministry requests that the Thurber Engineering Ltd. Overview Geohazard Assessment dated June 14th, 2019, includes an analysis of large scale (10,000 year) events.</i> <i>The Thurber report to be resubmitted to the Ministry for review and acceptance prior to zoning bylaw approval.</i>	- SLRD and FPFCD are aware of this requirement. SLRD Board resolution at 1st reading: <i>THAT Fine Peace Furry Creek Development Ltd. retain consultants to prepare a 1:10,000 geotechnical hazard study, to be completed prior to bylaw adoption, as per MOTI requirements</i> - FPFCD confirms the 1:10,000 geotechnical hazard study is in progress and will be submitted soon, well in advance of acceptance of zoning.
Park and Ride Parking Lot <i>The Ministry requests the proposed park and ride lot be reconfigured to ensure visitors for the adjacent community and commercial spaces do not overflow into the park and ride parking lot. Note that the Ministry does not permit parking for private businesses on highway right of way. It's recommended that the design considers how these parking lots can be separated or clearly distinguished to avoid this issue. Further discussion around maintenance and enforcement of the park</i>	- The Parking in the MOTI ROW has been updated to address MOTI concerns. The parking in the MOTI ROW is limited to Park and Ride and Trailhead parking. - See Plan showing expanded childcare facility in Village Centre and updated Schedule B12. - The Community Centre Parking is located in the underground parking and is sized to meet the Community Centre Needs. The Community Centre has access to Furry Creek Drive through the MOTI ROW to avoid having two access points so close to the highway off ramp stop condition. Final driveway access permits,

<i>and ride lot is needed. The Ministry will not maintain or enforce parking lots.</i> <i>A Provincial Public Highway Use Permit for the construction of parking facilities within the highway right of way will be required.</i>	sight line submissions would be part of the subdivision application process, however we have done enough analysis to confirm the location is viable from Transportation Association of Canada (TAC) perspective.
Trails <i>The Ministry recommends all new trails consider the impact of nearby winter road maintenance (snow plowing/snow storage). A 10-meter buffer between roadways and trails is recommended.</i> <i>An Operations and Maintenance Agreement with the Ministry will be required for the trails in addition to a Provincial Public Highway Use Permit. Both can be obtained after rezoning.</i>	- Recommendations noted, with trail buffer to be incorporated into designs where possible and as per MOTI direction. - Our expectation is that detailed review will occur with each subdivision application and MOTI will have to approve any works to be contained within their ROW and will be consulted on any works adjacent to Highway 99 even if they are outside of the ROW - Agreement and permit to be obtained during the subdivision approval process, as directed by MOTI.
Trailhead Parking <i>More information is required to confirm how trail users will be accommodated. Appropriate parking facilities need to be provided at trail heads as parking on highway right of way (ie: within pullouts, shoulders etc.) will not be permitted.</i>	- The updated <i>Schedule B12 Parks, Open Space and Trails</i> shows trailhead parking facilities. - The trailhead parking has taken into account the general topography in the area and the available land to get some distance from the travelled road for snow clearing as well as user experience. There is existing parking in the Oliver's Landing area which was dedicated to provide trailhead parking for the waterfront trail which will be supplemented by the trailhead parking proposed adjacent to the Community Centre to complete those loops. The expectation is that the detail of the parking layout will be done as part of any subdivision application in that area, but the concept shown are viable options.
Bus Stops <i>The applicant will need to confirm if the bus stop designs meet the Sea to Sky Highway Concession Agreement standards. Note that the Ministry does not maintain bus stops or shelters.</i>	FPFCD can confirm comments from BC Transit have been incorporated; the bus stop designs are as per Transportation Association of Canada(TAC)and have been reviewed by Bunt & Associates.

	• FPFCD is aware that the works will have to be approved by MOTI and that this comment is intended to give notice that any works in the Highway ROW will have to go through full review and approval by MOTI Engineers and be approved to be added to the Concession Agreement as is standard procedure. • SLRD staff to incorporate reference to the Sea to Sky Highway Concession Agreement standards into the Land Development Agreement.
Other Offsite Improvements <i>The applicant will be responsible for obtaining permits for all other works within the highway right of way such as for utilities, sidewalks and landscaping, lighting, and road construction. Works within the highway right of way to be in accordance with Ministry standards as outlined in:</i> - Planning and Designing Access to Developments - Ministry Utility Policy Manual - BC Supplement to TAC - Geotechnical Design Specifications for Subdivisions - Standard Specifications for Highway Construction - Traffic Management Manual for Work on Roadways	• No action needed in advance of rezoning, but information will be considered during design and planning for offsite improvements.

BC Transit Comments	FPFCD/SLRD Responses
Providing service to this area was listed as a long-term goal in the 2014 Sea to Sky Transit Future Plan as well as the Sea to Sky Transit Corridor Study. BC Transit supports the proposed development as it is consistent with the Sea to Sky Transit Future Plan, but requires that the following is completed prior to any service being provided to Furry Creek:	N/A
Future Transit BC Transit has long-term plans for service to Britannia Beach but currently not within the next three years. A shuttle service	• FPFCD to work with BC Transit to ensure private shuttle scheduling aligns with existing BC Transit services;

<i>should provide a connection directly to downtown Squamish at the transit exchange rather than just Britannia Beach until such a time that the service is established. Additionally, the shuttle service scheduling should be done in cooperation with BC Transit Scheduling Department to ensure that there are not capacity issues at the exchange, as well as BC Transit Operations to ensure cooperation with Pacific Western Transit (PWT).</i>	information to be provided to BC Transit for input and alignment in advance of service delivery.
Pedestrian Access <i>The proposed development has pedestrian connectivity between the east and west side of the highway via a pedestrian tunnel as well as a pedestrian + golf cart tunnel. BC Transit recommends both of these tunnels to be well lit and accessible to all modes of rider (strollers, wheelchairs, etc).</i>	Land Development Agreement includes requirements for pedestrian pathways to be well lit and accessible to all modes of transportation.
Bus Stops and Stations <i>The two proposed bus stops are adjacent to the Sea to Sky Highway.</i> <i>The northbound bus stop is designed to utilize pre-existing infrastructure that was used by tour and commuter buses in the past. It existed on an off ramp that connects to Furry Creek Road. Previously installed infrastructure allows buses only to deviate from the off ramp to merge back onto the highway safely.</i> <i>The southbound bus stop utilizes a pull out area and does not have formally designed space for access and egress to the highway. Prior to implementation BC Transit recommends ensuring there is adequate stopping distance and merging distance for a 40' vehicle to safely maneuver into and out of the bus stop at highway speeds. BC Transit recommends liaising with the Ministry of Transportation Infrastructure (MOTI) to confirm these details.</i> <i>An accessible bus stop is required at both stops to allow for riders with mobility aids to safely access and egress the bus. This would include a shelter to protect riders from adverse weather conditions and a raised concrete platform. Without a raised concrete platform BC Transit vehicles are unable to</i>	Land Development Agreement includes requirements for minimum BC Transit Type 4 Bus Shelter, transit stops to be accessible and designed to BC Transit Standards, with design details to be determined in conjunction with BC Transit in association with their operational needs, and southbound pullout to accommodate an off and on ramp capable of allowing a BC Transit fleet vehicle to safely maneuver the stop

<i>lower the ramp (Figure 3). For further information please refer to BC Transit Infrastructure Design Summary.</i> <i>BC Transit is supportive of the inclusion of a Park and Ride and as development continues and would like to be included in any conversation.</i>	
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VCH Comments	FPFCD/SLRD Response
Drinking Water – Waterworks Master Plan	
<i>Reference to the use of well P2 as a potential source should be removed from the Waterworks Master Plan.</i>	Waterworks Master Plan has been updated accordingly.
<i>An area for siting the future water treatment plant is noted on Lot 8, however it is likely that additional area will be necessary. Adequate additional area should be secured prior to proceeding and a restrictive covenant placed on it to ensure it is available for this purpose only.</i>	- FPFCD to prepare restrictive covenants to ensure adequate additional area is available for both waterworks and wastewater treatment facilities. - Waterworks/Water Treatment Plant additional land no-build covenant – registered prior to 4th reading - Wastewater Treatment Plant additional land no-build covenant – registered prior to 4th reading
Drinking Water – Source Water Protection	
<i>A definitive plan indicating all drinking water sources to be utilized (whether groundwater or surface water) is necessary and should be provided in the initial stages to ensure effective source protection plans for all sources can be developed at the outset rather than piecemeal.</i> <i>Source water protection plans are specific to the sources utilized and could ultimately factor into the overall layout of the development so should be finalized before development proceeds. A safe long-term water supply is integral to the ongoing success of this community development</i>	Source Water Protection Plans required in advance of fourth reading
Healthy Built Environments	
<u>Transportation</u> <i>VCH supports implementing electric vehicle infrastructure into the neighbourhood design, though we stress the need to balance with new infrastructure to promote active transportation to make walking and cycling the preferred modes of transportation for the community. We support the use of BC's Active Transportation Design guide for all active transportation infrastructure.</i>	Sidewalks and trails: Provision of sidewalks, pedestrian pathways and trails will be prioritized and provided for during development. New developments will be designed to connect to this pedestrian network as per Schedule B12 of the Zoning Bylaw.

	• 19.8 kms of sidewalk, bike lane and off-road trail are included in plans. • Land Development Agreement includes Trails Standards and Phasing Plan. • Bicycle infrastructure: Roadway improvements throughout the community will include new bicycle lanes and additional separated trails will be provided throughout the community with connections to other nearby communities. • Active transportation network to be based on BC's Active Transportation Design guide
<u>Prioritize Essential Businesses</u> <i>We encourage the SLRD to prioritize essential businesses (childcare, grocery, etc.) within the community to minimize the need for daily travel to/from Britannia Beach or Squamish. We also support current plans in place for the community to have reasonable access to public transportation up until the completion phase (public), and are encouraged to see a focus on future transit access post-completion.</i>	• Child care facility to be provided by developer, in conjunction with the Community Centre and Village Commercial. The developer has further committed to ensuring an access rate of 30% for child care within the Furry Creek Neighbourhood. • Pop-up general store will be created within one year of bylaw adoption. • Other essential businesses to be prioritized where possible
<u>Housing Form</u> <i>We are pleased to see that this development aims to provide a variety of housing options at market and non-market rates, with additional secondary suite option.</i>	N/A
<u>Climate Change Adaptation</u> <i>We would like to see additional consideration given to heat and air quality in the design of all buildings. As witnessed in 2021, the heat dome event will challenge British Columbians' abilities to maintain their health and well-being. We encourage the development of the community with heat adaptation in mind to enable people to use all spaces at all times of the year.</i>	• Additional language has been added to the Area D DPA <i>Form, Character and Conservation</i> guidelines to encourage the development of the community with heat adaptation in mind, particularly interior and exterior common amenity spaces, outdoor open space, children's play areas, etc. Guidelines around landscaping and building design also encourage heat adaptation.
<u>Social Connectedness/Cohesion</u> <i>We support the building of community spaces – both indoor and outdoor. We suggest considering the building of covered outdoor spaces that can</i>	• FPFCD relocated the Commercial/Community centre to a more central location to better serve and provide cohesion for the entire community. The design of these spaces includes both open and

<i>be used in all seasons to provide residents with places to gather and socialize, even when the weather is poor.</i>	covered spaces for outdoor use. A retractable glass panel system is being considered to make these spaces more functional year-round. Details will be provided at the Development Permit stage. • Additional language has been added to the Area D DPA <i>Form, Character and Conservation</i> guidelines to require the provision of covered outdoor spaces and flexibility for all weather.
Health Exposures	
Traffic-related air pollution (TRAP) and Noise Ideally, increasing distance from noise and traffic-related air pollution (TRAP) sources is best. When not possible, we suggest including noise and air pollution mitigation through building design to reduce exposure to the ambient noise and air pollution sources, particularly coming from nearby transportation sources (e.g. CN rail). Given that we spend a large majority of our time indoors, a well-designed building can play a key role in reducing exposures to and mitigating the health impacts from noise and traffic-related air pollution. This could include ventilation for TRAP (also effective for wildfire smoke) and specific windows for noise mitigation, etc. To reduce noise issues, it may also be possible to adopt strategies to reduce train speed within the community corridor; this may also improve safety along the rail network.	• The FPFCD team has been working with a company that manufactures a retractable glass panel system for use on balconies and outdoor spaces to attenuate noise and pollution. The zoning bylaw has been drafted to encourage the installation of these systems. We expect the detailed health benefits would be addressed at the DP stage noting this may be further addressed with HVAC systems that allow bedroom and other windows to be closed. • Discussions around train speed can take place with CN rail as part of the design stage, and related to other developments in Howe Sound East.

FLNRORD Referral Response	FPFCD/SLRD Responses
<i>Crown Lands has no comments on this referral since the proposed changes involve only private land.</i>	N/A