

**TRANSCRIPT OF AUDIO RECORDING OF
(Excerpt of Land Use Contract Termination
Bylaw (Horstman Estates)
No. 2323**

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TRANSCRIPTIONIST Tekoa Sellars
Transcription Canada
706-88 Park Lawn Road
Toronto ON MY 0B5
1-844-205-2282
e: info@transcriptioncanadaca
w: www.transcriptioncanadaca

1 **[Start of Recording - 02:04:00]**

2 MAYOR COMPTON: Okay. Our next item is the
3 Land Use Contract Termination Bylaw Public Hearing, Third
4 Reading and Adoption Report for Horseman Estates, and it's
5 presented by the Manager of Planning, Courtney Beaubien.
6 Welcome Ms. Beaubien. Take it away.

7 MS. BEAUBIEN: Good evening, Mayor and
8 Council and members of the public. This is the post public
9 hearing report for the LUC Termination from Horseman Estates.

10 The purpose of the report is twofold. First,
11 it provides a summary and review of public hearing submissions.
12 And second, it presents the LUC termination bylaw to council for
13 consideration of third reading and adoption.

14 In terms of the site context, Horseman Estate
15 is a bare land strata consisting of 33 single family residential
16 lots as shown in blue. There are 15 lots within the LUC as
17 shown in yellow. There are eight lots within the RS3 zone and
18 there are 10 lots that are split zoned, and those are showing
19 both as blue and yellow on the second path.

20 The proposed termination bylaw does two
21 things. First, it revises the RS3 zone in terms of the intent
22 and parking provisions, and it revises the density provisions
23 for the entire Horseman Estates area. And second, the proposed
24 bylaw terminates the LUC from the relevant subject lands and
25 applies the revised RS3 zone to those lands.

1 The first map shows the entire Horseman
2 Estates area, while the second land shows the area where the LUC
3 applies in those lands. Regarding the revised RS3 zone, the
4 proposed bylaw proposes to revise the Statement of Intent to
5 remove the reference to the Black Home LUC. The permitted uses
6 in the proposed bylaw remain unchanged, and these uses are
7 detached single family residential dwellings, auxiliary
8 residential dwelling units, and park.

9 With regard to density, the proposed bylaw has
10 a revision to include the maximum gross floor area per strata
11 lot in Horseman Estates to reflect a restrictive covenant that
12 is registered on the titles of the properties within Horseman
13 Estates.

14 The revised RS3 zone provisions with respect
15 to height site coverage and setbacks remain unchanged, and in
16 the revised zone the parking is proposed to be updated to
17 current standards under Part 6 of the zoning bylaw.

18 The next series of slides discuss the public
19 hearing that occurred online on April 19th. In response to the
20 Notice of Public Hearing, the municipality received six written
21 submissions and three verbal representations.

22 Please note that these numbers don't account
23 for those who wrote in more than once or spoke more than once at
24 the public hearing.

25 The submissions related to seven key topics.

1 First, was inclusion of maximum GFA in the proposed revised RS3
2 zone. The second, was the applicability of Part 5, Section 26,
3 which respects GFA exclusions of the zoning bylaw. The third,
4 was the ability to rebuild in the event of a total loss due to a
5 fire. The fourth, was tourist accommodation as a permitted use
6 in Horseman Estates. The fifth, was an active rezoning
7 application. The sixth, was the discharge of the related
8 covenant, and finally the seventh was a request for additional
9 information.

10 The next series of slides go into more detail
11 about these seven topics, and the slides showed the comments
12 from the public in blue and then staff's response in green.

13 With regards to the first topic, four members
14 of the public provided comments about the inclusion of the
15 maximum GFA in the proposed revised RS3 zone. These comments
16 expressed that this change is unnecessary.

17 Staff note that the existing RS3 zone states
18 the maximum floor space ratio and that the existing covenant
19 registered on title further restricts the maximum permitted
20 density by establishing a maximum GFA limit for each lot in the
21 horseman area.

22 Staff note that to address the covenant's
23 effect and to provide clarity and transparency between the
24 zoning bylaw and the covenant, the maximum GFA's in the covenant
25 are proposed to be added to the revised zone. Regarding the

1 second topic, two members of the public requested confirmation
2 that Part 5 section 26 of the zoning bylaw respecting GFA
3 exclusions would apply to the density provisions in the revised
4 zone.

5 Staff note that this section will be
6 applicable to properties within the proposed revised RS3 zone
7 subject to a covenant modification application. Related to this
8 topic, one member of the public suggested that the applicability
9 of Part 5, Section 26 should be specified in the RS3 zone in
10 order to provide assurances.

11 Staff note that this section is not specified
12 in any other zone in the zoning bylaw and that it would be
13 considered redundant to reference this section specifically
14 within the RS3 zone.

15 Regarding another topic, one member of the
16 public noted a concern with rebuilding as existing, should
17 properties within Horseman Estates experience a fire and a total
18 loss.

19 Staff note that the use and density provisions
20 of the proposed revised zone are intended to provide for the
21 existing approved development.

22 Staff also note that the Local Government Act
23 provides protections for any potentially non-conforming
24 structures. With regard to another topic, one member of the
25 public expressed that TA is an existing permitted use within

1 Horseman Estate under both the LUC and the original RS3 zone.

2 This member of the public requested that TA is included as a
3 permitted use for Horsemen Estates.

4 The submission also presented two main
5 arguments. The first, was that the original intention of the
6 development was to permit both residential and TA uses, and the
7 second was that an amendment to the (inaudible) zoning bylaw to
8 add a definition of residential resulted in the bylaw precluding
9 the TA use for the RS3 zone.

10 This submission also referred to a rezoning
11 that was completed for the Snow Ridge Crescent Fairland Strata.

12 In response, staff note that under the LUC,
13 Horseman Estates is comprised of single residential buildings.
14 Staff also note that the RS3 zone specifies detached single
15 family residential dwellings. Staff note, that's the
16 (inaudible) interpretation that TA is not a permitted use in
17 these dwelling types.

18 **2:10:56** Staff also note the existence of tourist
19 accommodation rezoning policy G20, which dates back to 1999,
20 under this policy Horseman Estates is not included in the
21 blanket rezoning.

22 One of the reasons for this is that there was
23 no agreement within Horseman Estates regarding TA use. Staff
24 also note that in the past the ROW has received request to
25 enforce against TA use in the Horseman Estates area.

1 Outside of the LUC termination process staff
2 support the rezoning process to add TA as a permitted use
3 subject to an application from the strata owners within Horseman
4 Estates.

5 Staff support the rezoning for three main
6 reasons. The first, is that Horseman lands are designated
7 resort lands. The second is that the horseman lands are in
8 close proximity to the Black Home Base and the ski slopes, and
9 the third is that the rezoning would contribute to the diversity
10 of the supply of visitor accommodations within Whistler by
11 offering a unique high-end product.

12 Staff also note that the recommended rezoning
13 process would demonstrate and ensure that there is support for
14 the TA use by a majority of the Horseman Estate's owners.

15 With regard to another topic, one member of
16 the public noted an active rezoning application that was
17 submitted to the municipality to remove one property from within
18 the Horseman Estates area from the Black Home LUC.

19 Staff note that should the applicant choose to
20 follow through with their application, the RMOW will process the
21 application in accordance with provincial requirements and the
22 requirements of municipal bylaws.

23 Another topic is that one member of the public
24 stated that the associated covenant was intended to
25 automatically discharge.

1 Staff have reviewed the covenant and have
2 determined that it does not automatically terminate on a
3 specific date.

4 This covenant will continue to remain on title
5 after the LUC termination process concludes.

6 And finally, a written submission requested
7 additional information as well as the deferral of decision
8 making for the proposed bylaw.

9 Staff note that the notice and timing given to
10 note owners is consistent with that given for other LUC
11 termination files and that the notice met the requirements set
12 out in the Local Government Act.

13 Should council adopt the proposed bylaw, staff
14 will carry out the required notice to the LTSA and property
15 owner. Additionally, if the proposed bylaws are adopted, the
16 LEDC will be terminated, and the zoning will take effect one
17 year from the date of adoption of the bylaw.

18 In conclusion, this slide presents the
19 recommendations from the council report, and those
20 recommendations are that council consider giving a third reading
21 to and adopting the Proposed Land Use Contract Termination
22 Bylaw. Thank you very much.

23 MAYOR COMPTON: Thank you, Ms. Beaubien.
24 Questions from council?

25 **2:14:00**

COUNCILLOR JEWETT: Thank you very much for

1 the presentation. I'm wondering what -- why would an owner
2 remove their lot from the LUC? Wouldn't they still have to
3 rezone it?

4 **2:14:08**

MS. BEAUBIEN: So, owners have -- owners
5 within the LUC's have always had the ability to submit a
6 rezoning application to the municipality to remove their lot
7 from the LUC and to have the zoning in place of the LUC.

8 **2:14:22**

COUNCILLOR JEWETT: So -- but if they stayed
9 in the LUC, they'd be rezoned anyway.

10 **2:14:26**

MS. BEAUBIEN: That's correct. Although if
11 they chose to continue with the application, they would not need
12 to wait the one-year period under this process and that --

13 COUNCILLOR JEWETT: I see.

14 MS. BEAUBIEN: -- the rezoning could be in
15 effect earlier.

16 **2:14:36**

COUNCILLOR JEWETT: Okay, and so Horseman
17 Estates has not been paying tourism or surcharges as most TAs
18 do.

19 **2:14:52**

MR. KIRKEGAARD: Mayor and council, I believe
20 that Horseman Estates is designated resort lands and they do pay
21 tourism (inaudible) fees.

22 **2:15:00**

COUNCILLOR JEWETT: Right, and so that
23 confused me. So, they're paying Tourism Whistler Fees because
24 they're resort lands, but they're not tourist accommodation.

25 **2:15:13**

MR. KIRKEGAARD: There are a number of

1 properties within the municipality that are designated resort
2 lands and not all of them have the zoning to permit tourist
3 accommodation within the fee structure of Tourism Whistler,
4 there are distinctions between properties that do rent and that
5 do not rent.

6 **2:15:31** COUNCILLOR JEWETT: Okay, I wasn't aware of
7 that. Thank you very much.

8 **2:15:36** MAYOR COMPTON: Thank you, Councillor Grills,
9 questions, or objections?

10 **2:15:39** COUNCILLOR GRILLS: I missed just the last
11 part of what my Mr. (inaudible) said that there's two levels of
12 fees for TW and there's a base rate, and then if you occupy as a
13 residence or you're not you commercially renting it out, which
14 is the larger portion of the fees, so they may be paying the
15 fee, but a smaller fee than say someone owning a condo in
16 village.

17 **2:16:00** COUNCILLOR JEWETT: I'm in that situation
18 where I live.

19 **2:16:04** COUNCILLOR GRILLS: There you go. Thank you
20 for your contribution. Just on the TA zoning piece, in the
21 staff summary they recognized the chair, also addressed the
22 issue of tourist accommodation, indicated was supported to add
23 the use as a permitted use to the zone. My recollection of the
24 public hearing was when Mr. Burns spoke the second time, he
25 wasn't in support of the TA zoning. I think he said something -

1 -- will exercise its rights -- will exercise its rights under
2 the Strata Property Act and allow us to go ahead and prevent
3 rentals of any kind.

4 If that is the mandate given to the council
5 and I think referred to the Strata Council. So, this in the
6 end, will the Strata council have -- still have the authority to
7 if we grant TA zoning, will they still have control over the
8 final say or is it automatic? And will an owner be able to walk
9 in and get a business license the day after this becomes law?

10 **2:17:14** MR. KIRKEGAARD: If the zoning permitted the
11 use the owners would be permitted to have that use. The strata
12 can adopt its own set of bylaws, which would further impose
13 restrictions on the use through the Strata Property Act, and
14 then they could impose penalties, etcetera, against that use
15 within the strata.

16 **2:17:37** COUNCILLOR GRILLS: So, they would have
17 technically have the final say, if that's to be used or not.

18 **2:17:41** MR. KIRKEGAARD: That was our understanding
19 of the (inaudible) Mr. Burn was that should they bring forward
20 an application that would support or they would the use, but
21 then they would control that use through it.

22 **2:17:57** COUNCILLOR GRILLS:
23 Appreciate, thank you.

24 **2:18:02** MAYOR COMPTON: Thanks. Questions?
25 Councillor Jackson on topic.

1 **2:18:06**

COUNCILLOR JACKSON: Why don't we start with

2 a couple easy ones. I support the GFA being there and
3 confirming that is no (inaudible) in the future (inaudible). I
4 wasn't quite sure of the covenant modification for basement
5 exclusion, even though basement exclusion as policy applies to
6 all residential and to those that are RS3 now and later. But
7 there's two types of criteria, there was prior to 2012, so an
8 existing building is something built afterwards. And so, we
9 have actually two different levels of basement exclusion. So,
10 can maybe you explain that in the event of a total loss if
11 somebody has an approved basement (inaudible) 2012, but that
12 building in 2022, they still allowed what they were allowed,
13 what they previously had.

14 **2:19:10**

MR. KIRKEGAARD: That's a good question. The

15 -- as you recognize that if there are -- that there is a
16 distinction between the regulation that was initially adopted
17 and subsequently adopted, and that was based on the timeframe of
18 the construction. I believe that the non-conforming use
19 regulations would apply and there would be legal non-confirming
20 opportunities (inaudible) address that question from (inaudible)

21 **2:20:00**

MS. BEAUBIEN: My apologism but I don't think

22 I can make specific comment on that questioning the operation of
23 government of the Local Act.

24 **2:20:07**

COUNCILLOR JACKSON: Can you answer the

25 question on the covenant modification though? Because I mean,

1 we're getting -- continue to get in a lot of the -- a lot of
2 these houses were 20-30 years old, so -- but what was the
3 covenant modification that you referred to that would legalize
4 the non-conforming space? Because most (inaudible) don't need a
5 covenant modification system (inaudible).

6 **2:20:30**

MS. BEAUBIEN: That's correct. As the
7 covenant will remain on title following the LUC termination
8 process. And as there is a rule -- a more restrictive rule
9 applies in order to gain access to the Part 5 Regulation, they
10 would be required to modify the covenant on title. And the
11 municipality has processed covenants, modifications for other
12 enforcement state properties in that regard.

13 **2:20:56**

COUNCILLOR JACKSON: Is that the building
14 covenant? I just want to be sure which covenant they're
15 modifying.

16 **2:21:02**

MS. BEAUBIEN: It's the covenant that was
17 referenced in the report, the covenant that contains the design
18 and citing another criteria, and there's a covenant that
19 contains the GFA's as well on the table. That is the covenant
20 that we're speaking to that would require a modification on.

21 **2:21:18**

COUNCILLOR JACKSON: Okay, so the covenant
22 that is going to be now zoning, but because of the GRA is
23 excluded, it still only deals with the legal GFA's, so I'm not
24 sure you need to modify the covenant, but okay.

25 **2:21:33**

MR. KIRKEGAARD: I might be able to add

1 further clarity that it's the development covenant and that
2 development covenant defines a gross floor area that refers to a
3 previous version of the zoning bylaw and that version of zoning
4 bylaw does not have the GFA exclusion so that's why the covenant
5 modification needs to take place to reference the updated zoning
6 bylaw that provides for the GFA's.

7 **2:21:57** COUNCILLOR JACKSON: So, that's the part of it
8 that says that in the covenant it applies to the zoning at the
9 time?

10 **2:22:03** MR. KIRKEGAARD: That's correct.

11 COUNCILLOR JACKSON: Okay. Now that makes
12 sense to me.

13 MR. KIRKEGAARD: That was the easy one.

14 COUNCILLOR JACKSON: I guess the question on
15 the TA is that the split zoning is causing a lot of friction
16 around this, you know, temporary accommodation, tourist
17 accommodation, and the timing of the changing of the bylaws and
18 the definitions.

19 I think that was sort one of the things that
20 was brought by somebody that's in that land use contract as
21 opposed to the R3 zoning, and when you go and look, and I think
22 the fourth time, and I think I asked it a couple of times ago,
23 where does it say that, you know, that it's either a temporary
24 accommodation or accommodation either allowed or not allowed. I
25 mean, at our last meeting with (inaudible) I think they were re-

1 zoning multiple multifamily properties that all have the same
2 land use contract. They're all tourist accommodation or
3 temporary accommodation, but they still have the same land use
4 contract, and they still refer to the same zones in the land use
5 contract, Zone 1, 2, and 3, and all criteria that allow it.

6 So, I guess I'm sort of struggling how we --
7 what appears to be, what staff is supporting the tourist
8 accommodation rezoning for all the reasons that you outlined why
9 that was really understood at the beginning. Because all the
10 rest of the land use contract is tourist accommodation. And it
11 didn't say what wasn't allowed, and what is limited. And that's
12 what it's -- so that's the part where we've already rezoned all
13 the others. And this one is, we're saying it doesn't apply and
14 I'm kind of wondering how we can sort of wrestle this to the
15 ground, because by saying it, we would support a rezone. Do --
16 does it really, I'll let you answer that first because I'm
17 confused by one other -- one definition.

18 MR. KIRKEGAARD: Yeah. So, the land use
19 contract, the use there is single residential building. The
20 definition of single residential building is one dwelling unit
21 which is occupied or intended to be occupied seasonally or
22 permanently by one family who has six or fewer unrelated
23 persons, which staff believes is in alignment with the
24 definition of residential. So, a more permanent occupation of

1 the residents. At the time 1999 there were a number of
2 properties that came forward that indicated they purchased their
3 property with the intention of being able to have nightly
4 rentals, tourist accommodation use.

5 The municipality brought forward a process by
6 which it addressed that issue for all of the properties that
7 were interested in the tourist accommodation use. We had multi-
8 family properties, and we also had the Snowcrest example. And
9 that particular property initially did not choose to enter that
10 process and subsequently came back and made an application and
11 that was subsequently adopted. At that time, the owners within
12 Horseman Estates, there was a disagreement amongst the owners
13 about that use, with some owners saying that it should be the
14 permitted uses, others disagreeing and asking the municipality
15 to enforce against that use.

16 There was no decision at that time by the
17 strata to enter into that process. We believe that it would be
18 important for the strata to bring forward what they favour at
19 this point in time regarding the tourist accommodation use and
20 that we recommend sticking with the interpretation that we've
21 had that is the interpretation of the RS3 zone, and should the
22 strata choose to make application for that, that is something
23 staff would support.

24 COUNCILLOR JACKSON: Just in the original
25 land use contract, the definition for single residential

1 dwelling is exactly the same as multiple residential dwelling,
2 word for word so we have applied interpretation for multiple and
3 the single family because we couldn't obviously describe this
4 (inaudible) only. I wonder, just to pick out if there's not
5 some compromise and not to suggest that we wind this back, but
6 because there's the split zoning and some people RS3 may
7 interpret defined use versus somebody that's still in the land
8 use contract where there's very -- it's kind of timely and
9 vague.

10 Somebody could argue legal position that might
11 (inaudible) to them. I'm not sure if the whole neighborhood
12 wants to be (inaudible). No different than (inaudible) wanted
13 to be RT, but there is a couple and is there a -- in terms of
14 definition, I wrote a note somewhere. Some zones have what's
15 called temporary accommodation where it's predominantly
16 residential use and allows temporary accommodation. Tourist
17 accommodation, (inaudible) can be whatever you want it to be. I
18 mean tourist accommodation can be further restricted by Phase
19 1's and 2's, and all that is coming, is there the potential to
20 include language that allows temporary accommodations. So, it's
21 not the primary in a residential, not RT zone, because I think
22 some zones (inaudible) used to have that language in it.

23 **2:27:58** MR. KIRKEGAARD: I'm trying to go down the
24 question. I'd then just like to comment in terms of the
25 distinction between single residential and multiple residential

1 within the land use contract. There were also requirements for
2 rental (inaudible) covenants for some of the multi-family
3 properties with and requirements for lobbies, etcetera, which
4 implied the tourist accommodation use so I just wanted to add
5 that clarification as part of the distinction between single
6 residential and multiple residential. Then in terms of the
7 zoning, there are zones that allow residential is the principal
8 use, and when it's not used for residential purposes. Then
9 temporary accommodation is allowed, which allows the tourist
10 accommodation, which is -- which are our RT a zones -
11 residential tourist accommodation zones, which are the zones
12 that we applied to the other properties that came through the
13 process in 1999.

14 **2:29:03** COUNCILLOR JACKSON: I don't want to make
15 this a long process. Yeah, there wasn't a -- there was a change
16 to land use contract that further clarified that commercial
17 (inaudible) covenants that went with it. I think some zones --
18 is it possible without rezoning going through the whole
19 rezoning, the whole neighborhood to allow temp -- temporary
20 accommodation that is really not in the category as tourist
21 without having to follow the tourism zones that allow (inaudible)
22 use (inaudible) zone?

23 **2:29:37** MR. KIRKEGAARD: We don't have that
24 distinction. We -- temporary accommodation is synonymous with
25 tourist accommodation. We don't have temporary use permits or a

1 limit on the number of days that someone can use for a tourist -
2 - dwelling unit for tourist accommodation under the zoning.

3 **2:30:00**

COUNCILLOR JACKSON: Yeah, I guess -- well,
4 there was a report that I think you were the author of in the
5 2017 (inaudible) council without doing a review of all the
6 tourist accommodation and you looked at a number of different
7 categories and the purpose of them and why you support
8 (inaudible) property of being (inaudible) available for tourist
9 accommodation, and in it there's a section called Tourist
10 Accommodation (inaudible) Rental Fee, and there's a summary of
11 properties and there's Schedule 3, Tourist Accommodation within
12 their region board so not a part of the land use contract.

13 There's a pile of them on the (inaudible) it
14 describes in one of them, but it also has Horseman Estates.
15 There's one of them, but it's limited to, it looks like two
16 properties. How do we reconcile that that we have a report
17 saying that it's tourist accommodation and it's in our schedule,
18 but it's not zoned?

19 **2:30:58**

MS. BEAUBIEN: Yes, thanks for your question,
20 Councillor Jackson. That was subsequently recognized to be an
21 error within the council policy and at some point in the future
22 amendments to that council policy will be brought forward to
23 address that and other issues that staff have noted.

24 Staff have not issued any -- since that those
25 bylaws as well as the council policy came into effect. Staff

1 have not -- the municipality has not issued any tourist
2 accommodation business licenses to any properties within the
3 Horseman Estates area.

4 **2:31:26** COUNCILLOR JACKSON: Is it possible, because
5 again, I think it's, you know, it's not necessarily what people
6 intended for the whole neighborhood, but can -- is it possible
7 for somebody that is wanting to rezone their property uniquely
8 to apply for a rezoning for tourist accommodation without having
9 to go through a whole rezoning for the subdivision and --

10 **2:31:49** MR. KIRKEGAARD: Yes, that's possible. A
11 property owner could bring forward to rezone their individual
12 property, and then it would go through a public verification,
13 public hearing process.

14 **2:32:00** COUNCILLOR JACKSON: So, staff's suggestion
15 that it would support a rezoning of that claim would be relevant
16 to a number of properties as opposed to a whole strata?

17 **2:32:12** MR. KIRKEGAARD: Yeah, we believe that it
18 would be preferable for the entire subdivision to have
19 consistent zoning then for one individual unit to be spot zoned
20 for that use, (inaudible) the application would come forward,
21 and it would be considered through that process. When we did
22 the zoning in 1999 all but one of the properties, one of the
23 prerequisites of that process was for there to be a 75 percent
24 affirmative vote of the strata in support of the application,
25 and then the municipality initiated those zonings and that was

1 to address the potential for conflict within the strata
2 associated with (inaudible).

3 **2:33:02** COUNCILLOR JACKSON: Thank you, I think the
4 challenge is we've got two different zones (inaudible) find a
5 perfect solution. So, I guess I don't have a perfect solution,
6 so I suggest we proceed and allow those interested parties to
7 maybe figure out the appropriate solution to their
8 interpretation. Thank you.

9 **2:33:30** MAYOR COMPTON: Would staff that staff
10 support commitment extend to a strata supported single unit
11 rezoning? So, you have strata agreement, but one of them wants
12 to --

13 **2:33:52** MR. KIRKEGAARD: Yeah, that's a (inaudible)
14 hypothetical question. I believe that if there were strata
15 support for that I think that would be more favourable than to
16 not have strata support for that single unit. We'd have to
17 consider the application at the time.

18 **2:34:08** MAYOR COMPTON: So, the commitment of staff
19 support is basically to drive strata support of whatever
20 application comes forward, asking for TA zoning?

21 **2:34:20** MR. KIRKEGAARD: Yeah, but that's on
22 recommendation.

23 MAYOR COMPTON: Okay.

24 MR. KIRKEGAARD: Generally staff would support
25 that based on the policy in the OCP the location of those

1 dwelling units that the potential for those units to contribute
2 to the diversity of the accommodation mix, and if there is
3 support from the strata or an individual unit or individual
4 units, I think that is preferable and to have opposition within
5 the strata. The preference would be for the strata to address
6 it as a whole, but we would need to consider the application and
7 the circumstances of the application, but generally that use is
8 supported in that location.

9 **2:35:05**

MAYOR COMPTON: All right. Thank you. Are
10 there other questions from members of council? I'll go to
11 Councillor Forsythe.

12 **2:35:10**

COUNCILLOR FORSYTHE: Forgive if this goes as
13 a hypothetical as well, but if I'm a owner who believes that
14 staff's interpretation of the TA zoning is incorrect and I
15 believe what my property is, should be and my neighbors should
16 be zoned TA. We extinguish that now and then they're free to
17 apply for rezoning, but it's conditional on 75 percent of their
18 strata approving it.

19 **2:35:43**

MR. KIRKEGAARD: Well, you know, ultimately
20 those aren't decisions of staff. They're decisions of council.

21 COUNCILLOR FORSYTHE: Okay. Got it.

22 **2:35:56**

MAYOR COMPTON: Are there other questions?
23 Someone want to make a resolution as laid out in the package --

24 UNKNOWN MR. KIRKEGAARD: (inaudible).

25 MAYOR COMPTON: -- you would like?

1 Councillor Jewett, second with Councillor Grills comments,
2 Councillor Forsyth and then Councillor Jackson.

3 **2:36:08** COUNCILLOR FORSYTHE: I can't wait to hear
4 what Councillor Jackson thinks I should think because I don't
5 understand any of this. I rely too heavily on his advice, I
6 think. I do appreciate all of your questions. Councillor
7 Grills, you had the interesting ones about the strata
8 implications. To my mind, I would think included all STA zones,
9 as a pro -- as a permitted use, and then if the strata's want to
10 restrict it, then they're free to do so, and then council is out
11 of it. Unless, I can be persuaded another way, but I'll defer
12 to your expertise gentlemen, ladies.

13 **2:36:56** MAYOR COMPTON: Go ahead, Councillor Jackson.

14 COUNCILLOR JACKSON: You know, I feel a
15 little bit between rock and hard place on this one because there
16 is so much that the whole of Bench Lands was considered to be a
17 whole resort amenity and everything it is about (inaudible) I
18 mean this is a -- this is a tourist zone accommodation. The
19 land use contract certainly not clear but then again Horseman
20 came along and it offered a certain product with some people at
21 different times, bought with the zoning or land use contract not
22 understanding the subtlety, so their view of what they bought
23 might be different. I think what staff are saying is that
24 consistent with some (inaudible) in Snow Ridge, (inaudible)
25 there is, it's a particular form of accommodation that suits a

1 particular part of the market that isn't in other communities or
2 resorts, you know, they treat it differently, In 1999, we
3 became very restrictive, and RS3 was concerned about residential
4 properties, we applied property, was that the right decision at
5 the time, given that now the resorts have grown and we've got
6 our high net worth value (inaudible) destination visitors who
7 come from different countries in that come large groups and
8 renting houses is preferable to having multiple hotel rooms or
9 accommodation. (inaudible) They are a big part of our economy
10 and they buy lots of ski instructions, they go to restaurants,
11 you know, they stay longer period of time. So, that is part of
12 our economy, and if we, you know, if we're not meeting that
13 demand, then I think what staff are saying is that it's, you
14 know, it's a valid concept is that, you know, the timing of
15 Horseman, sort of, was before all this happened before we
16 started creating discreet neighborhoods with that very purpose.
17 So, you know, I hope there's a way for those people that see
18 their property, that meets that market need can get appropriate
19 support any zoning without creating a strata issue. So, I hope
20 there is a way to do it in the future for those that were
21 interested so that we continue to develop and diversify our
22 tourist accommodation. There's not many more (inaudible) .
23 Thank you.

24 MAYOR COMPTON: Go ahead, Council Grills

25 **2:39:26**

COUNCILLOR GRILLS: You know, I certainly

1 agree that there's a high demand for a high-end home to be
2 available in the nightly rental, and it's a need that we need to
3 fill. But at the same time, if the vast majority of owners
4 bought into that neighborhood thinking they were buying a
5 neighborhood -- into a neighborhood that is not zoned for
6 nightly rental, this would be a big change.

7 So, I think it's -- I think it's really
8 important that the owners, the current owners make the final
9 decision on this. I didn't, at the public hearing especially, I
10 didn't see a long list of people -- the owners coming out and
11 saying, I want my house to be TA's zoned, which I think is
12 problematic for what we have in front of us. It's quite a
13 change of direction at this point in time of the land use
14 contract termination. So, yeah, great (inaudible) forward, but
15 not without all the majority of the owners agreeing, this is
16 what they want to happen in the neighborhood. I wouldn't want
17 all of a sudden, my street to be rezoned TA zoning without input
18 from the entire neighborhood.

19 So, (you know, I think the approach staff
20 taken, they willing to open up that conversation as long as it
21 comes forward from the strata with people to approve.

22 **2:40:56** MAYOR COMPTON: I don't see any other hands?
23 So, I'll call the question, is there anyone opposed? Councillor
24 Forsythe is opposed. Motion carries. I said Councillor
25 Forsythe. Yeah. Yeah. You're not opposed, you in favour.

1 Okay, moving on to the Land Use Contract Termination Bylaw
2 Report for 1200 Alta Lake Road, and it's a presentation tonight
3 by planner Phillip Gibbons. Mr. Gibbons, thanks for staying
4 around. Over to you. Yeah, consideration of third reading.

5 **[End of Recording - 02:41:30]**

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CERTIFICATION

I, Tekoa Sellars, certify that the attached transcript is an accurate and complete representation of the audio provided to me, to the best of my skill and ability.

DATED at Toronto, Ontario this 26th day of January, 2026.

) Certified Correct:

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Tekoa Sellars
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