

CITY OF WHITEHORSE – STANDING COMMITTEES

Tuesday, April 2, 2024 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS Green Shirt Day (April 7, 2024)

DELEGATIONS Gabriele Watts – Fire Smart and Emergency Preparedness

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. Lease Agreement – Frank Slim Building Concession Services
2. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. Vacant and Abandoned Buildings Bylaw
2. New Business

CORPORATE SERVICES COMMITTEE

1. New Business

CITY PLANNING COMMITTEE

1. Official Community Plan Administrative Amendments
2. New Business



PROCLAMATION
GREEN SHIRT DAY
April 7, 2024

WHEREAS on April 6, 2018, the Humboldt Broncos bus crash took the lives of 16 people; and

WHEREAS Humboldt Broncos defenceman Logan Boulet succumbed to injuries from that crash and his parents honoured his wish to donate his organs which inspired over 100,000 to register as organ donors; and

WHEREAS Green Shirt Day honours and recognizes the victims and families of the fatal crash and continues Logan's legacy by encouraging Canadians to register as organ donors;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim April 7, 2024 to be Green Shirt Day for Organ Donor Awareness and Registration in the City of Whitehorse.

Laura Cabott
Mayor

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Mellisa Murray

April 2, 2024

Meeting #2024-07

-
1. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Jocelyn Curteanu

Vice-Chair: Michelle Friesen

April 2, 2024

Meeting #2024-07

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Kirk Cameron

Vice-Chair: Ted Laking

April 2, 2024

Meeting #2024-07

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1. Lease Agreement – Frank Slim Building Concession Services
Presented by Mélodie Simard, Manager, Parks and Community
Development
 2. New Business

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: April 2, 2024
RE: Lease Agreement – Frank Slim Building Concession Services

ISSUE

Entering into a lease agreement with Desycan to provide a seasonal food concession at the Frank Slim Building in Shipyards Park.

REFERENCE

- [City Procurement Policy \(2020-03\)](#)
- Proposed Bylaw 2024-27 (Attachment 1)

HISTORY

In accordance with the City's Procurement Policy, the City solicited responses to a Request for Proposal (RFP) to provide a seasonal food concession at Frank Slims Building in Shipyards Park from May 1 to September 30 for a two-year period. Previously, the lease agreement at this location was for a year-round lease. The new lease would allow for use of the Frank Slims Building kitchen during the off-peak period for alternative uses such as additional City recreational programming.

The RFP documents were made publicly available on February 15, 2024 via the City's e-procurement platform Bonfire. The RFP closed on March 11, 2024, and four submissions were received.

ALTERNATIVES

1. Enter into a lease agreement with Desycan; or
2. Do not enter into a lease agreement.

ANALYSIS

The four proposals were reviewed by an internal committee comprised of three staff from the Parks and Community Development department. The evaluation criteria set out in the RFP assessed the quality and completeness of each submission and considered a number of factors. Those factors included the proponents company background and experience, proposed food concession service with a sample menu that would cater to broad public appeal, graphics and advertising, sanitation and safety, and the proposed general approach and methodology.

The review committee verified compliance with the specifications and terms and conditions in accordance with the instructions to bidders and concurred Desycan met the requirements and has the capability to perform the service. The other three proposals did not meet the minimum technical score. The proposed seasonal two-year lease agreement will commence May 1, 2024 and expire September 30, 2025.

Per the lease agreement, the operator will maintain daily regular hours of operations from 11:00 a.m to 4:00 p.m and will be required to keep the premises in good repair. The lease also provides the ability to the operator to request extended operation hours from the City.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-27, a bylaw to authorize a lease agreement with Desyca to provide seasonal food concession services at the Frank Slim Building in Shipyards Park, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE

BYLAW 2024-27

A bylaw to authorize a lease agreement.

WHEREAS section 265 of the *Municipal Act (2002)* provides that council may pass bylaws for municipal purposes respecting the municipality’s leasing of any real or personal property; and

WHEREAS council deems it desirable to enter into a lease agreement for the provision of a seasonal food concession service at the Frank Slim Building in Shipyards Park for the period from May 1, 2024 to and including September 30, 2025;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

- 1. The City of Whitehorse is hereby authorized to enter into a lease agreement with Desycan with respect to the provision of food concession services in the Frank Slim Building in Shipyards Park.
- 2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix “A” and forming part of this bylaw.
- 3. This bylaw shall be deemed to be in full force and effect on the 1st day of May, 2024.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

LEASE AGREEMENT

LEASE AGREEMENT made this 20th day of March 2024

BETWEEN:

THE CITY OF WHITEHORSE

Frank Slim Building
100 Ogilvie Street
Whitehorse, Y1A 0G6
(hereinafter known as "The City")

-and-

Desycan
36 Nijmegen Road
Whitehorse, Yukon
{hereinafter known as "The Lessee")

WHEREAS the City requires the services of the Lessee in connection with the non-exclusive provision of Concession Services at the Frank Slim Building.

WHEREAS, in accordance with the City's Purchasing and Sales Policy, the City of Whitehorse received a proposal to provide Concession Services at the Frank Slim Building subject to the terms and conditions hereunder; and

WHEREAS, the City of Whitehorse solicited responses to its RFP 2024-013 for Food Concession Service Shipyards Park and the City selected Desycan's proposal in response to said RFP; and

WHEREAS, the City of Whitehorse wishes to grant the Lessee the right to provide Concession Services in the Frank Slim Building located at 100 Ogilvie Street in Whitehorse, YT, under the terms and covenants of this Agreement and all attached to this agreement.

1. **DEFINITIONS:**

"Adult" means a person nineteen (19) years of age and older.

"City" refers to the City of Whitehorse, Frank Slim Building, employees and volunteers.

"Concession Agreement" means the written agreement between the City of Whitehorse and the Concession Operator for the operation of the Frank Slim Building Concession.



"Consumer Related Products" means the sale of items that are of direct use by user groups in conducting their activities.

"Councilors" means the duly elected Councilor of the City of Whitehorse.

"Food, Beverage, Refreshment" means the sale of drinks (other than spirituous, fermented or intoxicating liquids), and materials made into or used as food.

"Lessee" means all employees, volunteers, owners and partners in the "The Lessee".

"Manager" means the Parks Program Coordinator for the City of Whitehorse.

"Regular Operational Hours" means the public hours of operation for the Frank Slim Building facility of 11:00am-4:00pm daily.

NOW THEREFORE in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

2. **RETAINER**

The Lessee is retained to provide Concession Services at the Frank Slim Building. The menu of items and pricing included in the submission forming part of this Lease Agreement.

The Lessee is retained for the sole purpose of performing the Services in conjunction with Frank Slim Building. As such, the Lessee is retained only for the duration of this Agreement commencing May 1, 2024 and ending on September 30, 2024 and May 1, 2025 to September 30, 2025.

The proposed hours of operation by the Lessee will not necessarily be restricted to operational hours of the Frank Slim Building.

3. **HOURS OF OPERATION**

3.1 The Lessee covenants with the City to operate the concession in the Frank Slim Building for the period commencing May 1, 2024 to September 30, 2024 and May 1, 2025 to September 30, 2025.

3.2 The Frank Slim Building facility is open daily on a year-round basis with the following hours of operation. Monday to Friday 9:00am to 4:00pm and Saturday and Sunday 11:00am to 4:00pm.

3.3 The hours of operation shall be adjusted to accommodate repairs and/or renovations to Frank Slim Building. Written notice shall be sent to the Lessee fourteen (14) days prior to the commencement of such renovations.

3.4 Notwithstanding Item 3.3 the City may order the temporary and immediate withdrawal of the facility from public/group use for emergency repair. The withdrawal of use may be made with no advance notice. The Lessee shall receive verbal notice within twelve (12) hours and subsequent written notice within seventy-two (72) hours of such verbal notice of withdrawal of the facility from use.

4. **OPERATION OF THE CONCESSION**

- 4.1 The Lessee shall comply with all statutes, regulations and bylaws, whether federal, territorial or municipal, and in particular the Lessee shall comply with the provisions of the Business Licensing Bylaw.
- 4.2 The Lessee shall be responsible for maintaining all licenses and permits required for the operation of the concession at his/her own expense. Copies of all documents (business license, environmental health permit, development permit (if required)) shall be submitted to the City fourteen (14) days prior to opening.
- 4.3 The Lessee shall ensure that wherever possible an adequate staff and/or supervision of responsible adult persons shall be in attendance inside the concession when the concession is open.
- 4.4 The Lessee shall perform all janitorial services related to the concession and concession storage area. The Lessee will also maintain the area immediately surrounding the concession in a clean and litter free condition as required.
- 4.5 The Lessee undertakes and covenants to keep the said premises in good repair. Reasonable wear and tear and damage by tempest, flood, lightening or acts of God, exempted.
- 4.6 The Lessee shall not put up, exhibit, permit or allow to be put up or exhibited in or on the concession area, any sign, notice, notice board, painting, design or advertisement without prior written consent of the City.
- 4.7 The Lessee covenants not to carry on any business on the premises that is offensive, dangerous or a nuisance, nor allow the same to be used for any illegal or immoral purposes; or operate any business other than the sale of food, beverage and consumer related products as proposed.
- 4.8 The Lessee covenants that he/she will not carry on or permit upon the said premises any trade, occupation, suffer to be done or any other thing which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy of such insurance.
- 4.9 The Lessee undertakes to stock sufficient supplies to meet the reasonable requirements of the user at each activity.
- 4.10 The Lessee will not assign the concession or any of the rights or obligations under this Agreement without the prior written consent of the City and such consent shall be at the absolute discretion of the City.
- 4.11 The Lessee shall be responsible for the security of the concession. When the concession is unattended, shutters and doors will be left secured and locked. The Lessee shall be responsible for the cost of any alternations or modifications to the premises, which have been, or may be required to provide a secure concession area, and no such alterations or modifications shall be undertaken without the prior written consent of the City.

- 4.12 The City agrees to supply, at no cost to the Lessee, the costs of utilities for the concession and concession storage area. Services shall be limited to water, sewer, electricity and heating.
- 4.13 The Lessee shall be entitled to retain for his/her own use any profits derived from his/her operation of the concession (which is over and above any commitments made to the City via the tendered documents).

5. SUPPLY OF EQUIPMENT

- 5.1 The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix A, and to adequately provide the services that are reasonably expected from the operation of the concession.
- 5.2 The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.
- 5.3 The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.
- 5.4 The Lessee agrees to permit access to City maintenance staff for the purpose of maintenance and cleaning of the grease trap on a regular six (6) month basis.
- 5.5 The Lessee agrees to cooperate with regular monthly cleanliness inspections of the Frank Slim Building kitchen facility with the City.

6. INSURANCE

- 6.1 The City agrees to provide, at its expense, insurance coverage for the building and the City owned contents. Coverage shall not include third party liability insurance for the Lessee or contents owned by the Lessee.
- 6.2 The Lessee acknowledges that any coverage beyond the building and content coverage, whether by way of limits or deductible on the City policy, shall be at the expense of the Lessee.
- 6.3 The Lessee shall supply proof and maintain valid insurance under a contract of Comprehensive General Liability Insurance, acceptable to the City of Whitehorse, with a licensed insurer, in an amount of not less than \$3,000,000.00 per occurrence, insuring against bodily injury, including personal injury and property damage, including the loss of use thereof. Such insurance shall name the City of Whitehorse as an additional insured party and extend to include liability assumed under contract and shall precluded subrogation claims by the insurer against the City of Whitehorse, its agents, or employees.

6.4 The policy of insurance referred to in the item above shall contain provisions or endorsements respecting complete operations coverage, such coverage shall be expressed to be in effect continuously for a period of at least one year after the acceptance by the City of Whitehorse of the completed services. Any policy applicable to this project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.

6.5 The Lessee shall indemnify and save harmless, the City, its servants, employees, agents, licensees and contracting parties from and against all actions, suits, claims, loss, costs, charges, damages, expense and demands which may be made against those parties arising out of the operation of the concession, the consumption of food, beverage, refreshments or the use and occupation of the arena premises.

7. **PAYMENT**

7.1 The parties agree that the Lessee shall pay to the City a monthly sum as per listed, plus GST,

\$2,500/month

7.2 The parties hereby agree that this agreement is in effect for the period commencing May 1, 2024 to September 30, 2025, inclusive.

7.3 The City shall not be liable to make good to the Lessee any operating losses sustained by the Lessee in the operation of concession services.

7.4 The parties agree that payments listed in Clause 7. (1) of this agreement shall be on or before 15 business days following the month just ended (i.e. Payment by the 15st of August 2024 for July 2024).

7.5 The Lessee must pay the City a monthly rental rate of \$2,500. Payments shall be computed monthly and be delivered by the Lessee, to the City of Whitehorse Finance Department.

8. **PERFORMANCE**

8.1 The Lessee agrees to pay the City one month's rent of \$2,500 as performance deposit. The deposit is refundable on September 30, 2025 providing all terms and conditions of this agreement are fulfilled.

8.2 If the agreement is terminated for any reason other than the non-payment of sums under Section 7, the Lessee shall have the right to remove, without damaging the premises, any equipment owned by the Lessee and brought into the concession area.

9. **EXCLUSIONS, RESERVATIONS AND RESTRICTIONS**

9.1 Nothing in this agreement will be construed as authorizing the Lessee to conduct any business separate and apart from this agreement or in areas other than those areas

assigned for conducting business under this agreement located in the kitchen of the Frank Slim Building.

- 9.2 The Lessee will not interfere or permit interference with the use, operation, or maintenance of the Frank Slim Building, including but not limited to, the effectiveness of accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Facility; and the Lessee will not engage in any activity prohibited by the City's existing or future noise abatement procedures nor its Rules and Regulations, Policies and Operating Procedures of the Frank Slim Building and the City of Whitehorse.
- 9.3 The Rights and privileges granted the Lessee Services will be subject to any and all Policies, Rules, Regulations and Operating Directives established by the City of Whitehorse, as may be amended from time to time.
- 9.4. Nothing in this agreement will be construed as establishing exclusive rights, operational or otherwise, other than the right granted herein for the use of the Assigned Areas by the Lessee.

10. **INSPECTION OF ASSIGNED AREAS**

The City of Whitehorse or its duly authorized representatives or agents and other persons designated by it, will routinely inspect the Assigned Area throughout the term of this Agreement for the purpose of determining whether or not the Lessee is complying with the terms and conditions of this Agreement. In the event that such inspection reveals that the Lessee's operations are considered substandard in any way, The City of Whitehorse will provide notice to the Lessee of its findings and request a written response from the Lessee addressing the specific areas considered substandard and outlining a plan for improvement. Upon the City's acceptance of the improvement plan, the Lessee will immediately undertake the improvement actions and will obtain final acceptance by the City. Failure by Lessee to complete the improvement plan may constitute default under this Agreement, at the sole determination of the City of Whitehorse.

The Lessee is responsible for and must ensure the safety/cleanliness of the food and premises and equipment throughout the contract period. Should patrons/staff become ill or there is suspicion of food poisoning as a result of the food provided by the Lessee, the City reserves the right to immediately cease the contract until the facility is re-inspected and approved for use. The Lessee assumes all responsibility for the health and safety of its patron's staff and volunteers.

11. **CUSTOMER SERVICE**

The Lessee will fulfill the services as described to the professional industry standard and to the applicable Food and Safety Guidelines as outlined in the Yukon Government Health and Social Services: <http://www.hss.gov.yk.ca/environmentalfood.php> . The Lessee's staff shall conduct themselves in a professional manner when dealing with patrons and staff at the Frank Slim Building. Complaints received by patrons or staff of the Frank Slim Building will be brought to the appropriate City staff member who will contact the Lessee regarding the matter.

12. EMPLOYEES

The Lessee will, within reason, control the conduct, demeanor and appearance of its employees. Upon objection from the City concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

The operations of the Lessee, its employees, agents and suppliers will be conducted in an orderly and proper manner. The Lessee agrees that its employees will be of sufficient number so as to properly conduct the Lessee's operations. The Lessee will at all times be responsible for the performance and obligations of anyone working on the Lessee's behalf through the duration of the Lease.

13. PERMITS AND LICENSES:

The Lessee will obtain and maintain throughout the term of this Agreement all permits, licenses, or other authorizations required in connection with the operation of its business at the Frank Slim Building. Copies of all required permits, certificates, and licenses will be forwarded to Arbor Webster, Parks Program Coordinator, City of Whitehorse.

14. EQUIPMENT

Throughout the 2-year lease term, the City will be permitted to access the Frank Slim Building kitchen facility for inspections on a monthly basis to ensure all applications and equipment are clean and in good working order. Every 4 months the Lessee will be required to arrange a time with the City for regular maintenance of equipment, particularly the grease trap.

At the end of the 2-year lease term the Lessee will ensure all applications and equipment are in good working order, cleaned etc., as inspected by the City of Whitehorse prior to exiting the facility. Should any repair be required to the equipment, the City and the Lessee will discuss and agree on the schedule as needed.

15. EQUIPMENT REPAIR DURING CONTRACT PERIOD

The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix C, and to adequately provide the services that are reasonably expected from the operation of the concession.

The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.

The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.

At the end of the Contract or upon notice of termination, the Lessee will clean all equipment and ensure all is in working order. Should the Lessee vacate the premises leaving the equipment to

be cleaned and maintained, the City will hire someone to clean and fix the equipment at the sole expense of the Lessee. An invoice for the required cleaning and servicing will be mailed to the address as identified in the Notices Section of this Contract.

16. FAILURE TO MAKE TIMELY PAYMENTS

Without waiving any other right or action available to the City, in the event of default of the Lessee's payment of fees hereunder, and in the event the Lessee is delinquent in paying to the City of Whitehorse any such fees, for a period of five business days after the payment is due, The City of Whitehorse reserves the right to charge the Lessee interest thereon, from the date such fees or charges became due to the date of payment at the Bank of Canada rate (if applicable). Should the Lessee not pay the required rent within 30 days of payment due date, the City has the right to terminate this contract upon written notice and seize equipment and products located at the City's facility.

17. INDEMNITY

The Lessee shall at all times and without limitation, indemnify and save harmless the City, its Councilors, officers, employees, volunteers and other representatives from and against all liability, claims, actions, losses, cost, damages, legal fees (on a solicitors and his own client full indemnity basis), arising out of your actions or omissions in performing the Services required under this Agreement. The provisions of this section are in addition to and will not prejudice any other rights of the City. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

18. TERMINATION

This Lease may be terminated for any reason including for failing to meet obligations of this contract by either party by giving one month's written notice to the other party. After this notice, all further obligations on the part of both the Lessee and the City come to an end.

The Lease may be amended at any time but only in writing, signed by both parties.

This Lease is binding upon the parties hereto, their respective trustees, administrators or successors in law.

This Lease constitutes the entire agreement including Appendices A and B between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, warranties or representatives, whether oral or in writing, except as specifically set forth herein.

By executing this Agreement, the Lessee confirms they have had the opportunity to seek professional or legal advice prior to executing this Agreement.

19. DEFAULT

Time of payment and performance is of the essence of this Agreement. Lessee shall be in default under this Agreement upon the occurrence of any one or more of the following events:

- 19.1 Lessee's failure to pay any fee or other charge when due and within (30) calendar days after notice from City of such nonpayment.
- 19.2 The Lessee's failure to maintain the insurance required in Section 7.
- 19.3 Lessee's assignment of any right hereunder in violation of Section 30.
- 19.4 Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven (7) days after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.
- 19.5 The filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against the Lessee, the taking of possession of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any act or the appointment of a receiver of all or substantially all of Lessee's assets and the failure of Lessee to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) days after the filing.
- 19.6 The abandonment for period of seven (7) days by Lessee of the conduct of its services and operations during the season from the beginning of April through the end of October, or for a period of fourteen (14) days during the October through March off-season.
- 19.7 The assignment by Lessee of its assets for the benefit of creditors.
- 19.8 The death of the Lessee or dissolving of the organization.
- 19.9 In the event of a default by the Lessee, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to the Lessee. In the alternative, the City may elect to keep the Agreement in force and work with Lessee to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Lessee's liability to City for damages and rent shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- 19.10 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.
- 19.11 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

19.12 Pre-Mature Agreement Termination. In the event that the Lessee does not fulfill the full term of the Agreement, the remainder of the annual fee shall be calculated and shall be required to be paid in full to the City.

20. LEGAL REQUIREMENTS

The Lessee shall ensure that the services comply with all relevant legislation including Codes, Bylaws and Regulations, Health and Safety Legislation as well as City policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

The Lessee shall apply and pay for all necessary permits or licenses required for the execution of the Lessee's services.

21. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Lessee shall be responsible for the safety of their staff and/or employees/ volunteers and equipment on the Project for the purposes of ensuring compliance with safety regulations for the Lessee.

The Lessee shall confirm it will comply with all the provisions of the Yukon Occupational Health and Safety Act, regulations and codes, and all amendments thereto, now or hereafter, made there under the said act and shall confirm it will indemnify the City of Whitehorse in respect to all matters arising out of or in connection with failure of the Lessee to comply in all respects with applicable provisions of the said act, regulations and codes.

Prior to commencement of services, the Lessee will provide a current Letter of Good Standing to the City of Whitehorse at procurement@whitehorse.ca .

22. NO RELATIONSHIP

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto.

23. ASSIGNMENT

The Lessee shall not, without the prior written consent of the City, assign the benefit or in any way transfer the obligations of this Agreement or any part thereof.

24. NOTICES

Any Notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by prepaid registered mail addressed as follows:

- a) To Lessee: Desycan
Owners/Lessees, Gurwinder Kaur, Anmol Jaura



Address: 36 Nijmegen Road, Whitehorse, Yukon

By email: desycan2021@gmail.com

b) To the City at:

Attn: Park Supervisor,
Parks
139 Tlingit Street
Whitehorse, Yukon, Y1A 2Y6

By email: parks@whitehorse.ca

Notice given as aforesaid, if posted in the Yukon Territory, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which such Notice is mailed or e-mailed.

Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice thereunder.

The word "notice" in this section shall be deemed to include any requests, statements or other writing in this Agreement provided or permitted to be given by the City to the Lessee or by the Lessee to the City.

25 LAWS OF THE YUKON TERRITORY

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Yukon Territory and for the purposes of all legal proceedings; this Agreement shall be deemed to have been performed in the said Territory. If any provisions herein contained shall in any way contravene the laws of the Yukon Territory where this Agreement is to be performed, such provisions shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the City to bring action against the Lessee in any Court of competent jurisdiction.

26 SUCCESSORS

This Agreement shall endure to the benefit of and be binding upon the parties hereto and, except as herein before provided, the successors and assigns thereof.

27 JOINT AND SEVERAL COVENANTS

In the event that this Agreement is executed by two or more persons, the covenants and agreements herein contained will be and will be deemed to be joint and several covenants.

28 CHANGES TO AGREEMENT



No provision of this Agreement shall be deemed to have been changed unless made in writing signed by the City and the Lessee, and if any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

CITY OF WHITEHORSE

DESYCAN

Signature

Signature

Please Print Name

Please Print Name

Title

Title

Date

Date

CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE
Council Chambers, City Hall



Chair: Mellisa Murray

Vice-Chair: Kirk Cameron

April 2, 2024

Meeting #2024-07

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1. Vacant and Abandoned Buildings Bylaw
Presented by Ryan Leef, Manager, Bylaw Services
 2. New Business

ADMINISTRATIVE REPORT

TO: Public Health and Safety Committee
FROM: Administration
DATE: April 2, 2024
RE: Vacant and Abandoned Buildings Bylaw

ISSUE

Presenting a Bylaw to regulate Vacant and Abandoned Buildings in the City of Whitehorse.

REFERENCE

- [Emergency Services Bylaw 2000-01](#)
- [Maintenance Bylaw 2017-09](#)
- Proposed Bylaw 2024-19 (Attachment 1)

HISTORY

Vacant and abandoned buildings in Whitehorse pose hazards and detract from the City's aesthetics, hindering economic growth and causing concern among residents due to safety issues, unsightly conditions, and vandalism. Further, due to increasing pressures for residential and commercial space in the City, there is a strong interest to incentivize owners to increase development activity in key locations.

There are more than a dozen buildings within the city limits that would currently meet the proposed definition of vacant and abandoned properties, which would require a permit and potential inspection to ensure compliance with safety standards.

Several high-profile buildings exist within the downtown core and are a continued source of compliance monitoring and enforcement action related to unlawful access, fire code concerns, and proliferation of graffiti. These particular properties also consume valuable commercial real estate opportunities and impact the overall visual appeal of the neighbouring properties.

Council has indicated a desire to increase development activity in the Downtown and address the issue of underutilized lots and derelict buildings. Administration has completed a detailed jurisdictional scan across Canada including municipalities of similar size and geographic context. The proposed bylaw concepts have been adapted to address specific needs and challenges of the City of Whitehorse while maintaining consistency with other communities.

ALTERNATIVES

1. Bring forward Bylaw 2024-19, a Bylaw to regulate Vacant and Abandoned Buildings for consideration under the Bylaw process; or
2. Refer the matter back to Administration.

ANALYSIS

The proposed bylaw would regulate, prohibit and impose requirements in relation to buildings and other structures; and require owners to safeguard, secure and protect vacant and abandoned buildings from property damage, unauthorized entry or occupation for the protection of persons and property. The provisions of the bylaw would effectively enable the City to manage the risk associated with vacant and abandoned buildings to the public through the prevention of neglect and harmful community impacts that vacancies can cause and encourage the redevelopment or repurposing of existing vacant buildings.

Currently, the City's Emergency Measures Bylaw and Maintenance Bylaw allow for only limited means to address concerns related to abandoned, vacant, and boarded buildings. With the awareness of outstanding public risks caused by these properties, as well as the under utilization of valuable commercial and residential real-estate, Administration is proposing a means to better regulate them.

Key provisions of the proposed bylaw include:

- Criteria for a building that is left vacant for more than 30 consecutive days. Including requirements to ensure the integrity of the building envelope, secure and maintain the building, be in compliance with the Maintenance Bylaw (snow & Ice removal, graffiti, etc.), maintain liability insurance, and obtain a permit.
- Additional requirements to safeguard the buildings, such as fire protection systems.
- Allows for inspections (interior and exterior) to be done to ensure compliance and monitor safety risks.
- Provides exemptions for the 30-day vacancy for buildings that are under active repair, sale or lease, or seasonal occupation.
- Provides exemptions for Permit Fees for buildings vacated due to catastrophic events, long-term illness, and death.
- Allows for orders to be made for remedial action, including demolition.
- Allows for the city to conduct work and recover costs associated with that work, which can be applied to the tax roll should the owner fail to pay.
- Outlines the allowance for Inspections and Permits including an increasing fee structure for longer vacancies as well as an incentive in the form of partial refunds for work completed within set time frames.
- Proposed permit fees, to be included in the Fees and Charges Bylaw, would be annually increasing and similar to the following:
 - 1st year \$1,500;
 - 2nd year \$3,500;
 - 3rd year \$5,500;
 - 4th year \$8,000.
- Allows for flexibility to transfer a permit to a new building owner.
- Allows for partial refund of fees if remediation or demolition occurs within the prescribed time frame.

- Includes the ability to recover costs for any Fire Service provided or required from the vacancy or abandonment of a property.
- Includes a comprehensive enforcement section to deal with situations where property owners do not comply. Enforcement includes fines, compliance orders, court orders, and liens on taxes.

It should be noted that this proposed bylaw would work in tandem with the Housing Development Incentive changes being finalized to attempt to increase development activity while also addressing the issue of underutilized lots.

Additionally, Administration is proposing an educational period that would allow potential applicants to become informed about the process and understand the requirements under the proposed bylaw. Administration would commence the acceptance of applications on September 1, 2024, to accommodate these changes and ensure a smooth transition for all stakeholders involved.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-19, a bylaw to regulate Vacant and Abandoned Buildings, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW NO. 2024-19

A bylaw to regulate vacant and abandoned buildings in the City of Whitehorse.

WHEREAS the Council of the City of Whitehorse may by bylaw, regulate, prohibit and impose requirements in relation to buildings and other structures; and

WHEREAS the Council deems it appropriate to require property owners to safeguard, secure and protect vacant and abandoned buildings from property damage, unauthorized entry or occupation for the protection of persons and property;

NOW THEREFORE the Council of the City of Whitehorse in open meeting assembled hereby enacts as follows:

SHORT TITLE

1. This Bylaw may be cited as the “CITY OF WHITEHORSE VACANT AND ABANDONED BUILDINGS BYLAW NO. 2024-19.”

DEFINITIONS

2. In this Bylaw,

“ABANDONED BUILDING” means a Building, or any part of a Building, which has remained unoccupied by the Owner, or any occupant lawfully entitled to occupy the Building, for a continuous period of over thirty (30) days;

“BUILDING” means any structure used or intended for supporting or sheltering any use or occupancy;

“BUILDING OFFICIAL” means individual(s) designated by the City as a Building Official;

“BYLAW ENFORCEMENT OFFICER” means individual(s) appointed as a Bylaw Enforcement Officer for the City;

“CATASTROPHIC EVENT” means a rare and unforeseeable ecological, environmental, or man-made incident which results in substantial damage or loss to real property, which was outside of the reasonable control of the Owner, but which does not include a loss or unavailability of financial resources of the Owner;

“CITY” means the City of Whitehorse;

“COUNCIL” means the Council of the City;

“DESIGNATE” means and includes:

- a) Deputy Fire Chief for the City;
- b) Fire Prevention Officer for the City;
- c) Chief Training Officer for the City; and

- d) Platoon Chief for the City;
- e) Or any person duly authorized by the Fire Chief to exercise any of the Chief's powers or to carry out any of the Fire Chief's duties under this Bylaw.

"FIRE CHIEF" means the person who is appointed by the City as head of Whitehorse Fire and Protective Services, or their Designate;

"INSPECTOR" means and includes:

- a) Fire Chief;
- b) Deputy Fire Chief for the City;
- c) Fire Prevention Officer for the City;
- d) Building Officials;
- e) Bylaw Enforcement Officers;
- f) regular members of the Royal Canadian Mounted Police (RCMP); and
- g) Any person acting under the direction and authority of an Inspector or the City Manager for the purposes of this Bylaw;

"OWNER" means and includes:

- a) The registered and/or beneficial owner of the real property on which the building is situated;
- b) The owner of a building;
- c) The person managing or receiving the rent of the land or the building, or who would receive the rent if the land and building were let, whether on the person's own account or as agent or trustee or receiver of any other person;
- d) A vendor of the building under an agreement for sale who has paid any municipal taxes thereon or is required under the agreement for sale to pay municipal taxes, after the effective date of the agreement;
- e) Any person receiving installments of the purchase price if the Building or land is sold under an agreement for sale; and
- f) A lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the Building;

"SEASONAL BASIS" means a residential dwelling which is occupied by an Owner or a lawful occupant as a part-time residence, and which is not used or intended to be used for year-round occupancy, but which is occupied for at least six months per calendar year.

3. REQUIREMENTS FOR VACANT AND ABANDONED BUILDINGS

- 3.1 Every Owner of an Abandoned Building in the City shall maintain the Abandoned Building in accordance with the requirements of this Bylaw.

- 3.2 No person shall allow a Building to become an Abandoned Building unless the Abandoned Building is in compliance with Section 3.3 of this Bylaw or the vacancy is otherwise authorized under Section 4 of this Bylaw.
- 3.3 Except where exempted under Section 4 of this Bylaw, every Owner of real property that contains an Abandoned Building must:
- a) secure the Abandoned Building in compliance with the standards set out in Schedule "A" of this Bylaw;
 - b) maintain the Building in compliance with the standards set out in Schedule "B" of this Bylaw; and
 - c) within 30 days of the issuance of an order by an Inspector under section 7 of this Bylaw, maintain \$3,000,000 in general liability insurance for the Abandoned Building, or such other amount or types of insurance as required by the Inspector in their sole discretion, and obtain a Vacant and Abandoned Building Regulation Permit, all in accordance with this Bylaw.

4. EXEMPTIONS

- 4.1 No person shall allow a Building to become an Abandoned Building unless the person is in compliance with Section 3.3 of this Bylaw, or one of the following exemptions applies:
- a) the Building is the subject of an active and unexpired building permit issued by the City for the repair, rehabilitation, or demolition of the Building, and the Owner, in the opinion of the Inspector in their sole discretion, is progressing diligently to complete the repair, rehabilitation, or demolition of the Building; and, the Owner is complying with the maintenance standards required under Schedule "B" of this Bylaw while the Building is being repaired, rehabilitated or demolished;
 - b) the Building meets all applicable codes, bylaws and regulations, has been approved for occupancy by the City and is actively being offered for sale, lease, or rent at fair market value; and the Building is supplied with minimum utilities to maintain the proper functioning of the facilities within the Building, as well as to prevent damage to mechanical and plumbing facilities from freezing. If the Building is classified to have a fire alarm and/or fire suppression system, the Owner must maintain electrical and heating systems to maintain these life safety components. In addition, the Owner of the Building must also ensure at all times:
 - i) that all combustible materials within the Building are removed to reduce any potential fire load;
 - ii) there is no illegal occupancy of the Building; and
 - iii) there are no rodents or any other potential health or safety risks; and
 - c) The Abandoned Building is located on real property owned by the City of Whitehorse.

- 4.2 Owners of Abandoned Buildings are exempt from paying the permit fee where any of the following apply, provided the Owner otherwise complies with this Bylaw, including obtaining a Vacant and Abandoned Building Regulation Permit from the City in accordance with this Bylaw:
- a) When a Building becomes an Abandoned Building due to a Catastrophic Event, the Owner shall be exempt from the permit fee, as specified in the Fees and Charges Bylaw, for a maximum period of two (2) years following the commencement of vacancy of the Abandoned Building;
 - b) When a Building becomes an Abandoned Building due to the Owner being in full-time care in an accredited hospital, hospice, long-term care facility, assisted living residence, or home for special care, and the Abandoned Building was the principal residence of the Owner immediately prior to being in care, the Owner shall be exempt from the permit fee, as specified in the Fees and Charges Bylaw, for a maximum period of two (2) years following the commencement of vacancy of the Abandoned Building; and
 - c) When a Building becomes an Abandoned Building due to the death of the Owner, the Owner's estate, including any authorized representative or executor of the Owner's estate, shall be exempt from the permit fee, as specified in the Fees and Charges Bylaw, for a maximum period of two (2) years following the commencement of vacancy of the Abandoned Building, with any such exemption ending immediately on the transfer or sale of the Abandoned Building or real property on which the Abandoned Building is situated to a new owner.
- 4.3 The provisions of Section 4 do not apply to any property under an existing order issued under this Bylaw or any order made under the Maintenance Bylaw or The Emergency Measures Bylaw.

5 INSPECTIONS OF THE EXTERIOR OF VACANT AND ABANDONED BUILDINGS WITHOUT NOTICE

- 5.1 An Inspector may enter onto land on reasonable notice, or without notice in the case of an emergency, and without the consent of the Owner in order to investigate a Building that appears to be an Abandoned Building in order to determine, without limitation:
- a) whether the Building is vacant and abandoned;
 - b) whether the Building needs to be secured; and
 - c) whether the Building otherwise complies with this Bylaw.

6 OTHER INSPECTIONS

- 6.1 Without limiting the authority set out in Section 5 of this Bylaw, an Inspector is authorized to enter onto real property, including any Building on the real property, on reasonable notice to an Owner, to ascertain, in the sole discretion of the Inspector, whether all regulations, orders, requirements or directions under this Bylaw are being observed.

7 INSPECTOR MAY ISSUE ORDERS AND IMPOSE REQUIREMENTS

- 7.1 Where an Inspector reasonably believes a Building on a real property is an Abandoned Building, the Inspector will notify the Owner in writing and order the Owner to do one or more of the following, in the sole discretion of the Inspector:
- a) apply for a Vacant and Abandoned Building Regulation Permit;
 - b) apply for a Permit from the City to demolish or to renovate a Building so that it is in a state of safe occupancy, and to ensure that it complies with the City's bylaws, including without limitation the City's *Building and Plumbing Bylaw* and the City's *Maintenance Bylaw*; the Inspector may also require, in the Inspector's sole discretion, the Owner to retain a Professional Engineer licenced or registered to practice in Yukon to perform a field evaluation of the Building and any required remedial work to make the Building safe for occupation or further inspections by the City; and/or
 - c) such further and other requirements as determined by the Inspector, in the Inspector's sole discretion, to ensure compliance with this Bylaw.
- 7.2 The Inspector's powers under Section 7.1 are applicable notwithstanding the application of any of the exemptions set out in Section 4 of this Bylaw.

8 VACANT AND ABANDONED BUILDING REGULATION PERMIT

- 8.1 In order to obtain a Vacant and Abandoned Building Regulation Permit, an Owner of a building must, in addition to complying with the requirements under section 3.3 of this Bylaw:
- a) apply to the Inspector at least 30 days prior to any intended date on which a Building will be vacated or abandoned for a Vacant and Abandoned Building Regulation Permit, including paying all associated fees as set out under the City's *Fees and Charges Bylaw*;
 - b) apply to the Inspector for an inspection of the Building within 30 days of receiving an Order by the Inspector under this Bylaw and pay the fee imposed for an inspection as specified in the *Fees and Charges Bylaw* in addition to the fee for the Vacant and Abandoned Building Regulation Permit;
 - c) provide the Inspector with valid contact information for service of notices and orders that may be issued under this Bylaw during the period that the Vacant and Abandoned Building Regulation Permit is valid and thereafter, provide immediate notice to the Inspector of any change in the contact information given for service;
 - d) provide the Inspector with a copy of the Certificate of Insurance demonstrating that the Owner has complied with the insurance requirements in Section 3.3 of this Bylaw;
 - e) ensure that all combustible materials within the Abandoned Building are removed to reduce any potential fire load; and
 - f) comply with any other requirements of the Inspector to obtain a Vacant and Abandoned Building Regulation Permit, in the Inspector's sole discretion.

- 8.2 Upon completion of the requirements in Section 8.1, to the satisfaction of the Inspector in their sole discretion, a Vacant and Abandoned Building Regulation Permit may be issued by the City for a period of 12 months from the date it is issued. If the Building remains an Abandoned Building at the time of the expiry of the Vacant and Abandoned Building Regulation Permit, an Owner must obtain a new Vacant and Abandoned Building Regulation Permit in accordance with this Bylaw, or, alternatively, remediate and occupy or demolish the Abandoned Building, all in accordance with this Bylaw.
- 8.3 On the sale or transfer by an Owner of the real property on which an Abandoned Building is situated, the Vacant and Abandoned Building Regulation Permit is automatically transferred to the new Owner of the real property but for clarity, it retains its original expiry date. Prior to any sale or transfer of real property with an Abandoned Building, the Owner must provide the City with valid contact information for service of notices and Orders under this Bylaw for the new Owner.
- 8.4 An Owner must display a Vacant and Abandoned Building Regulation Permit in a prominent location of the Abandoned Building, as determined by the Inspector in their sole discretion.
- 8.5 If an Owner fails to apply for a Vacant and Abandoned Building Regulation Permit in accordance with this Bylaw, the Owner will be required to, prior to the issuance of any Vacant and Abandoned Building Regulation Permit, pay fees set out in the Fees and Charges Bylaw at the rate of the determined length of the vacancy of the Abandoned Building, which shall be determined by the Inspector in their sole discretion.

9 PARTIAL REFUND OF FEES

- 9.1 An Owner who has obtained a Vacant and Abandoned Building Regulation Permit in accordance with this Bylaw is entitled to a partial refund of the permit fee on a pro-rated basis, as set out in the *Fees and Charges Bylaw*, if the Abandoned Building subject to the permit, is remediated and occupied or demolished, to the satisfaction of an Inspector in their sole discretion, within the prescribed time frame set out in the Fees and Charges Bylaw. Any outstanding fees, utility charges or penalties imposed on the Owner pursuant to this or another Bylaw shall be deducted from any refund paid.

10 MONITORING INSPECTIONS FOLLOWING ISSUANCE OF A VACANT AND ABANDONED BUILDING REGULATION PERMIT

- 10.1 Every Owner with a Vacant and Abandoned Building Regulation Permit is responsible for monitoring and inspecting the Abandoned Building, or ensuring the Abandoned Building is monitored and inspected, to ensure compliance with this Bylaw and the terms of the Vacant and Abandoned Building Regulation Permit at least every 30 days, including without limitation, ensuring:
- a) the Abandoned Building is secured against unauthorized entry in accordance with Schedule "A" of this Bylaw;

- b) the Abandoned Building is maintained in accordance with Schedule “B” of this Bylaw;
 - c) that all combustible materials within the Abandoned Building are removed to reduce any potential fire load;
 - d) there is no illegal occupancy; and
 - e) there are no rodents or any other potential health or safety risks.
- 10.2 Every Owner with a Vacant and Abandoned Building Regulation Permit is responsible for ensuring compliance with all of the City’s other Bylaws, including but not limited to the City’s *Maintenance Bylaw* in relation to graffiti and snow and ice removal.
- 10.3 Every Owner with a Vacant and Abandoned Building Regulation Permit shall allow for entry by an Inspector, at least every 90 days, or earlier if required by the Inspector in their sole discretion, into the Abandoned Building for the purposes of ensuring, without limitation:
- a) the Abandoned Building is secured against unauthorized entry in accordance with Schedule “A” of this Bylaw;
 - b) the Abandoned Building is maintained in accordance with Schedule “B” of this Bylaw;
 - c) that all combustible materials within the Abandoned Building are removed to reduce any potential fire load;
 - d) there is no illegal occupancy; and
 - e) there are no rodents or any other potential health or safety risks.
- 10.4 Once a Vacant and Abandoned Building Regulation Permit has been issued, no additional or subsequent Vacant and Abandoned Building Regulation Permits may be issued in respect of the Abandoned Building unless the City Manager or their delegate has approved the issuance of an additional Permit under Section 11 of this Bylaw.

11 CITY MANAGER OR DELEGATE MAY ORDER ADDITIONAL PERMIT TO BE ISSUED

- 11.1 Upon application by an Owner in possession of a valid and unexpired Vacant and Abandoned Building Regulation Permit and payment of any outstanding fees or penalties imposed under this Bylaw, the City Manager or their delegate may direct an additional Vacant and Abandoned Building Regulation Permit to be issued in respect of the Abandoned Building, that is effective upon the expiry of the original Vacant and Abandoned Building Regulation Permit.
- 11.2 In determining whether to approve an additional Abandoned Building Regulation Permit, the City Manager or their delegate may take into account:
- a) whether the Abandoned Building creates a hazard or nuisance, including to adjacent Buildings, the real property where the Abandoned Building is situated, or the surrounding neighbourhood;

- b) the viability and credibility of the Owner's plans, if any, to have the Abandoned Building remediated and occupied or demolished and to maintain the Building thereafter in compliance with this Bylaw and other City bylaws;
 - c) the Owner's past record of compliance or non-compliance with this Bylaw and other Bylaws of the City;
 - d) the number and length of any previous Abandoned Building Regulation Permits issued by the City under this Bylaw; and
 - e) Such further and other information as the City Manager or their delegate determine is relevant, in their sole discretion.
- 11.3 In approving the issuance of an additional Vacant and Abandoned Building Regulation Permit, the City Manager or their delegate may impose any terms and conditions they consider are reasonable, in their sole discretion. The additional Vacant and Abandoned Building Regulation Permit may be issued for any length of time up to a maximum of 12 months, in the sole discretion of the City Manager or their delegate.
- 11.4 An additional Vacant and Abandoned Building Regulation Permit issued under Section 11.2 is conditional upon payment as described in the *Fees and Charges Bylaw*, including payment for any additional inspections that the City Manager or their delegate has deemed necessary in their sole discretion.
- 11.5 If an additional Vacant and Abandoned Building Regulation Permit is not granted in accordance with this Bylaw, the Owner must take all steps to remediate and occupy the Abandoned Building, or demolish the Abandoned Building, including complying with this Bylaw and all other City Bylaws in respect of any such remediation, occupancy or demolition of the Abandoned Building.

12 ADDITIONAL COMPLIANCE ORDERS

- 12.1 If, in the opinion of the Inspector, an Owner of a Building fails to comply with a requirement of this Bylaw, including any requirement to remediate the Property in accordance with this Bylaw, the Inspector may issue a written order requiring that the Owner bring the Building into compliance with the provisions of this Bylaw within such time as the Inspector considers appropriate in the circumstances, in the Inspector's sole discretion.
- 12.2 Notice of an Order issued by an Inspector under Section 12.1 of this Bylaw must state:
- a) the civic address of the subject property;
 - b) the legal description of the subject property;
 - c) the particulars of the non-compliance with this Bylaw to be remedied; that the non-compliance with this Bylaw must be remedied within 14 days of the date of delivery of the order, or such other time period as determined by the Inspector in their sole discretion; and

- d) that if the Owner fails to comply with the order, the City may, without further notice, proceed to carry out the work required, and the cost of such work will be added to the taxes of the real property, and the Owner may be subject to prosecution for an offence under this Bylaw.

13 NOTICE BY THE CITY

- 13.1 The Inspector may serve any notice or order under this Bylaw as follows:
 - a) by registered mail addressed to the Owner as recorded in the property records of the City;
 - b) by hand-delivering it to the Owner of the real property that is subject to the notice, or by mailing a copy to the registered and records office of the Owner if the Owner is a registered company or society; and
 - c) if the Inspector is unable to effect notice pursuant to either (a) or (b) above, by posting at the real property that is the subject of the notice or order and the notice or order shall then be deemed to be validly and effectively served for the purposes of this Bylaw 5 calendar days immediately following the date the notice or order was posted.
- 13.2 Service of any notice or order under this Bylaw will be considered sufficient if a copy of the notice or order is provided as set out in Section 13.1 of this Bylaw and no liability or responsibility other than that set out in accordance with this Bylaw rests with the City to prove delivery of the notice or order.

14 CITY MAY CARRY-OUT WORK REQUIRED

- 14.1 If an Owner fails to comply with an Inspector's compliance order within the time period specified in the order, the City, including any employee, agent or contractor of the City, may on reasonable notice to the Owner, or immediately in the case of an emergency, enter the real property and take all necessary steps to bring about such compliance at the sole cost of the Owner. The City may recover all costs incurred by the City to achieve compliance with the Bylaw, including, but not limited to, administrative costs, costs to attend property by City employees, agents or contractors, and the costs of any works conducted at the property to bring the property into compliance with this Bylaw, including all removal, clean-up and disposal costs.
- 14.2 If an Owner defaults in paying any costs referred to in Section 14.1 of this Bylaw, to the City may, within 30 days after receipt of a demand for payment from the City, either recover from the Owner, in any Court of competent jurisdiction, the cost as a debt due to the City, or direct that the amount of the cost be added to the real property tax roll as a charge imposed in respect of a work or service provided to the real property of the Owner and be collected in the same manner as property taxes.
- 14.3 Subject to section 14.4 of this Bylaw, when a fire occurs at an Abandoned Building, the Owner of that Abandoned Building must pay, in addition to any other

fees, charges or penalties imposed by the City under this Bylaw, a fire protection service fee in accordance with the *Fees and Charges Bylaw*.

- 14.4 The Owner of an Abandoned Building is not required to pay a fire protection service fee if any of the following apply:
- a) the Owner has a valid and unexpired Abandoned Building Regulation Permit for the Abandoned Building and the Abandoned Building is maintained in accordance with this Bylaw;
 - b) the Abandoned Building is exempt from the Bylaw under Section 4 and is maintained in accordance with this Bylaw;
 - c) the fire originates on another real property, and that real property is not owned by the same Owner at the time of the fire;
 - d) the fire is caused by a natural disaster; and
 - e) it is determined by the Fire Chief or their Designate, in their sole discretion, that the fire originated independently of the Abandoned Building's condition of being vacant or abandoned.

15 REMEDIAL ACTION REQUIREMENTS

- 15.1 Without limiting the foregoing, if at any time an Inspector determines, in their sole discretion, that the Abandoned Building is a nuisance or creates a hazard, the Inspector may issue an order, which may include, without limitation, a requirement that the Owner demolish the Abandoned Building. Any such Order may be appealed in writing to the City Manager by an Owner within 14 days of the City delivering notice of the order to the Owner in accordance with this Bylaw. The City Manager, or their delegate, shall issue a written decision on any appeal within 30 days of receiving the written appeal from an Owner in accordance with this Bylaw. The decision of the City Manager, or their delegate, is final and binding on the Owner.
- 15.2 If an Owner fails to comply with a demolition order within the time period specified in the order, the City, including any employee, agent or contractor of the City, may on reasonable notice to the Owner, or immediately in the case of an emergency, enter the real property and take all necessary steps to complete the demolition of the Abandoned Building at the sole cost of the Owner. The City may recover all costs incurred by the City to complete the demolition, including, but not limited to, administrative costs, costs to attend property by City employees, agents or contractors, and the costs of any works conducted at the property to demolish the Abandoned Building, including all removal, clean-up and disposal costs.
- 15.3 If an Owner defaults in paying any costs referred to in Section 15.2 of this Bylaw, to the City may, within 30 days after receipt of a demand for payment from the City, either recover from the Owner, in any Court of competent jurisdiction, the cost as a debt due to the City, or direct that the amount of the cost be added to the real property tax roll as a charge imposed in respect of a work or service provided to the real property of the Owner and be collected in the same manner as property taxes.

16 OFFENCE

- 16.1 Every person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention of or in violation of any provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by any provision of this Bylaw, is guilty of an offence against this Bylaw and is liable to the penalties imposed under this Bylaw.
- 16.2 Each day that a violation continues to exist may be deemed to be a separate and continuing offence against this Bylaw.
- 16.3 Every person who commits an offence against this Bylaw is liable, on summary conviction, to a penalty of not more than \$10,000.00.

17 SEVERABILITY

- 17.1 If any section, subsection, clause, sub-clause or phrase of this Bylaw is for any reason held to be invalid, unlawful or unenforceable by the decision of any Court of competent jurisdiction, that section, subsection, clause, sub-clause or phrase shall be struck from the Bylaw and its severance shall not affect the validity of the remaining portions of this Bylaw.

SCHEDULE "A" OF BYLAW
NO. 2024-19

The Owner of an Abandoned Building must comply with either Part 1 or Part 2 of this Schedule "A", or both, as follows:

PART 1:

1. In order to comply with Part 1 of Schedule "A", the Owner of an Abandoned Building must ensure that:
 - a) all exterior doors to the Abandoned Building are operational, fit tightly within their frames when closed, and are locked so as to prevent entry;
 - b) all windows are either permanently sealed or locked so as to prevent entry;
 - c) all windows, doors, basement and attic hatchways and their frames are so constructed and maintained to completely exclude rain and substantially exclude wind from entering the Abandoned Building;
 - d) all windows are in good repair and properly glazed; and
 - e) fencing or other perimeter barriers are installed to the specifications of the Inspector.

PART 2:

1. When an Inspector determines, in their sole discretion, that the requirements in Part 1 of Schedule "A" are insufficient, ineffective, or would otherwise be inappropriate in the circumstances to secure the Abandoned Building, and in order to comply with Part 2 of Schedule "A", the Inspector may require, in their sole discretion, any or all of the following:
 - a) all doors, windows and other openings, including the principal entrance at the basement and main (first) floor levels must be covered with a solid piece of plywood, at least 12.7 millimeters (1/2") thick and secured with structural screws at least 63.5 millimeters (2 1/2") in length, spaced not more than 150 millimeters (6") on centre;
 - b) windows, doors and other openings at the second floor level must be covered with a solid piece of plywood, at least 9.5 millimeters (3/8") thick and secured with structural screws at least 50 millimeters (2") in length, spaced not more than 150 millimeters (6") on centre;
 - c) windows, doors and other openings at the third floor level or higher must be either:
 - i) secured in accordance with Part 1 of Schedule "A"; or
 - ii) covered with a solid piece of plywood, at least 8 millimeters (5/16") thick and secured with structural screws at least 50 millimeters (2") in length, spaced not more than 150 millimeters (6") on centre;

- d) windows, doors and other openings at the third floor level or higher must be secured from inside the building; plywood applied to all other openings must be secured from the exterior;
- e) plywood applied to openings must be installed and maintained in a way that is weather-tight and must be protected from the elements. If necessary, a hole must be cut in the plywood just large enough for the door hardware to protrude. All openings must be secured in a manner that does not denigrate views of the Abandoned Building from public places or any other properties and shall be installed and maintained in good condition and repair;
- f) all floors above the first floor must be rendered inaccessible to entry by raising fire escapes and ladders to a height of at least four meters or guarding them in some other manner acceptable to an Inspector;
- g) all stair or window wells must be adequately secured either by:
 - h) filling them with concrete or unshrinkable fill; or
 - ii) covering the opening to them with a metal plate at least 8 millimeters thick and securing it so as to prevent it from shifting;
 - i) electricity, natural gas and water must not be discontinued if they are necessary to maintain fire protection systems or fire alarms;
 - j) where they are not necessary to maintain fire protection systems or fire alarms, electricity, natural gas and water must not be discontinued except in a manner satisfactory to an Inspector; and
- k) any other requirements of the Inspector, in their sole discretion.

SCHEDULE "B" OF BYLAW
NO. 2024-19

The Owner of an Abandoned Building must comply with the following maintenance standards of this Schedule "B".

1. The exterior of every Abandoned Building must be constructed, repaired and maintained in a manner that:
 - i) ensures the integrity of the building envelope to safeguard, secure and protect the building from unauthorized entry or occupation, property damage, the weather, and from infestations of insects, rodents and other pests; and
 - ii) does not denigrate views of the Abandoned Building from public places or any other properties and shall be installed and maintained in good condition and repair.

EXTERIOR WALLS

2.
 - a) All exterior surfaces must consist of materials that provide adequate protection from the weather;
 - b) all exterior walls and their components, including coping and flashing, must be maintained in good repair;
 - c) all exterior walls must be free of holes, breaks, loose or rotting boards or timbers and any other condition which might permit the entry of insects, rodents or other pests to the interior of the wall or the interior of the building;
 - d) exterior wood surfaces must be adequately protected against deterioration by the application of paint, stain or other protective coating;
 - e) no more than 25% of any painted area of any exterior wall may be blistered, cracked, flaked, scaled, or chalked away;
 - f) the mortar of any masonry or stone exterior wall may not be loose or dislodged;
 - g) the exterior of every building must be free of graffiti; and
 - h) loose material must be removed from exterior walls, doors, and window openings.

ROOFS

3. Roofs must be constructed and maintained so as to prevent:
 - a) rainwater or melting snow falling on the roof from entering the building;
 - b) rainwater or melting snow falling on the roof from negatively affecting neighbouring buildings or properties; and
 - c) objects and materials from falling from the roof.

4. Roofs, including fascia boards, soffits, cornices, flashing, eavestroughing, and downspouts must be maintained in a watertight condition.
5. Roof drainage must be controlled in order to eliminate or minimize runoff to neighbouring properties that:
 - a) accumulates or causes ground erosion;
 - b) causes dampness in the walls, ceilings or floors of any portion of any neighbouring building; and
 - c) accumulates on sidewalks or stairs in a manner so as to create a hazardous condition. Loose or unsecured objects and materials, including accumulations of snow or ice or both that are likely to fall on passerbys or are likely to result in the collapse of the roof or otherwise create a hazard, must be removed from the roof of a Building or an accessory Building.

FIRE PROTECTION SYSTEMS

6. Unless a fire protection system has been decommissioned by permission of the Fire Chief or their Designate, the fire protection system must be maintained in an operational condition at all times.
7. Unless a fire alarm system has been decommissioned by permission of the Fire Chief or their Designate, the fire alarm system must be connected to an approved fire signal receiving center in compliance with Can/ULC-S561, adopted and published by the Underwriters' Laboratories of Canada, as may be amended or replaced from time to time, so as to notify the Fire Department of fire alarm activation in the building.

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Ted Laking

Vice-Chair: Jocelyn Curteanu

April 2, 2024

Meeting #2024-07

-
1. New Business

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Michelle Friesen

Vice-Chair: Dan Boyd

April 2, 2024

Meeting #2024-07

-
1. Official Community Plan Administrative Amendments
Presented by Peter Duke, Manager, Planning Services
 2. New Business

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: April 2, 2024
RE: Official Community Plan Administrative Amendments

ISSUE

Administrative Amendments to the Official Community Plan (OCP).

REFERENCE

- [2010 Official Community Plan](#)
- [2040 Official Community Plan](#)
- [Municipal Act](#)
- [Zoning Bylaw 2012-20](#)
- [2017 Chadburn Lake Park Management Plan](#)
- Redline Comparison Document (Attachment 1)
- Proposed Bylaw 2024-22 (Attachment 2)

HISTORY

The 2040 OCP was adopted by Council on March 27, 2023, thereby replacing the 2010 OCP. It is the highest level policy and planning document for the City, guiding decision-making, setting the long-term vision, guiding principles, and supporting policies for city growth and services. While the OCP is intended to provide a plan to 2040, major reviews occur every 8-10 years and amendments can be made at any time through the bylaw process.

Since the adoption of the OCP, Administration has identified various sections of the document which need amending due to errors or needing clarification or greater flexibility to better administer the document. The proposed amendments generally include the following and are further described in the Analysis:

- Undertaking corrections and updates to maps;
- Allowing greater flexibility to the riparian and slope policies;
- Allowing greater flexibility for residential uses in Urban Centres;
- Allowing greater flexibility for fuel abatement activities in the Greenspace designation;
- Providing clarification on permissible residential uses in the Public Service, Commercial – Service, Industrial, and Industrial/Commercial designations;
- Providing clarification on uses permitted within Future Planning Areas; and
- Providing other minor clarifications.

On March 13, 2024, the proposed OCP administrative amendments were reviewed by the Development Review Committee (DRC). DRC recommended that the proposed amendment to allow residential uses on the ground floor of mixed-use buildings in Urban Centres is revised to minimize impacts to the commercial streetscape and that a geotechnical professional should review the proposed slope setback amendments.

Following DRC, Administration finalized the proposed amendments including changes to allow flexibility in our Urban Centres and a geotechnical professional reviewed the proposed amendments to the slope setback policies. The geotechnical professional did not raise any concerns with the proposed changes.

A tentative schedule for the amendments is proposed as follows:

Planning Committee	April 2, 2024
First Reading:	April 8, 2024
Public Notices:	April 12 and April 19, 2024
Public Hearing:	May 13, 2024
Report to Committee:	June 3, 2024
Second Reading:	June 10, 2024
Ministerial Review:	August 2, 2024 (assuming a full 45-day review)
Third Reading:	August 12, 2024

ALTERNATIVES

1. Proceed with the amendments under the bylaw process; or
2. Do not proceed with the amendments.

ANALYSIS

A redline comparison of existing and proposed wording for the amendments are provided in Attachment 1, including an appendix showing the location of mapping errors and proposed updates.

Mapping Corrections and Updates

Administration proposes to correct the following administrative mapping errors:

- Update the scale bar on Map 3 to show a correct scale;
- Update hatching on Kwanlin Dün First Nation (KDFN) Settlement Land parcel C-24B on Map 4 to cover entire parcel;
- Remove all of the KDFN Settlement Land parcels C-86B and C-153B from the South Growth Area boundary on Map 5;
- Add all of the KDFN Settlement Land parcels C-24B and C-57B into the South Growth Area boundary on Map 5;
- Designate Ta'an Kwäch'än Council (TKC) Settlement Land parcel C-10B, C-73B, and C-77B as Residential – Country on Map 5; and
- Designate Bert Law Island as Greenspace on Map 5.

KDFN and TKC staff were engaged on the mapping errors relating to their respective settlement lands and agreed to have them included as part of these administrative amendments.

Administration is also proposing to update Map 1 – Greenspace Network Plan and Parks to reflect the most recent environmental sensitivity information from the 2017 Chadburn Lake Park Management Plan (CLPMP). On Map 3 of the CLPMP, there are four environmental sensitivity ratings ranging from high sensitivity to minimal sensitivity. Map 1 in the OCP identifies Environmentally Sensitive Areas and Greenspace.

Administration proposes that the two highest environmental sensitivity ratings in the CLPMP, which are high sensitivity and moderate sensitivity, form the Environmentally Sensitive Areas within the Chadburn Lake Park boundaries on Map 1 in the OCP. Likewise, Administration proposes that any Environmentally Sensitive Areas in Map 1 of the OCP that are labeled as low sensitivity or minimal sensitivity in the CLPMP are amended to be shown as Greenspace.

Riparian Setback Policy Flexibility

Administration proposes to revise OCP policy 7.9 to include an additional subsection iv allowing for improvements to existing trails within the 30 m riparian setback.

Policy 7.9 currently does not allow reductions in the riparian setback for the purpose of improving trails located entirely or in part within the riparian setback. Reductions are only allowed where trail development is proposed to cross riparian setbacks. This restricts the City's Parks and Community Development Department from undertaking improvements to significant trail networks within the city, such as increasing the width and grading of trails for accessibility purposes, as many existing trails run along the edge of water bodies (e.g. Riverfront Trail, Long Lake Loop, etc.).

Slope Policies Flexibility

Administration proposes to revise OCP policies 7.15 and 7.16 to allow for flexibility when it can be demonstrated that site-specific conditions are safe for grading or development on or near steep slopes.

Current policies prohibit grading on slopes that exceed 30 per cent. This was only discouraged in the 2010 OCP. Grading can assist with removing or reducing steep slopes to provide and/or facilitate additional land for development. The amendment would allow for grading on slopes exceeding 30 per cent provided a professional geotechnical assessment, accepted by the City Engineer, can demonstrate reasonably safe conditions.

Current policies also require all new development to be setback a minimum of 15 m or 1.25 m multiplied by the height of slope, whichever is greater, from the top or bottom of any slope over 30 per cent. This can sometimes require significant development setbacks and only allows exceptions for critical infrastructure, trails, and viewpoints. This can result in significant areas of land being unavailable for development even though they are supported by site-specific geotechnical assessments. The amendment would allow for exceptions when reasonably safe conditions for reduced setbacks can be demonstrated by a site-specific geotechnical examination prepared by a qualified professional and accepted by the City Engineer.

It is noted that the escarpment setback will apply in the absence of a required and accepted geotechnical assessment and exceptions to the escarpment setback will not be permitted in the Downtown Whitehorse Escarpment Control Zone. Suitable setbacks to accommodate critical infrastructure, trails, and viewpoints may also be required when considering any potential reduction of the escarpment setback.

Urban Centres Flexibility

Administration proposes to amend policy 8.19 to allow residential uses on the ground floor of mixed-use buildings in Urban Centres as long as the commercial streetscape is maintained, such as having dwellings units facing a rear lane or only allowing pedestrian access to accessible dwelling units located at the rear of a building.

The policy as currently written requires that mixed-use buildings in Urban Centres have commercial uses on the ground floor with residential uses above. The proposed amendment would still require commercial uses on the ground floor fronting a street to maintain the commercial character of Urban Centres. However the proposed amendment would also allow flexibility for residential uses where commercial uses may be less warranted, such as the rear of a site, or for ground-floor accessible units to avoid needing the use of elevators to access an accessible unit.

In the event of a fire emergency for example, elevators do not function, therefore accessible units cannot be truly considered accessible if they rely on an elevator for access.

Fuel Abatement Flexibility

Administration proposes to add a “Fuel Abatement” subtitle before policy 13.6 and that policy 15.5.1 is revised to clarify that fuel abatement activities are permitted in the Greenspace designation.

Policy 13.6 which allows wildfire fuel abatement in any land use designation, subject to applicable bylaw and legislation, is currently under the “Public Uses” subtitle in the Land Management General Land Use Policies section. Fuel abatement activities are considered a distinctive land use that should be undertaken by both public and private individuals and organizations and is not solely the responsibility of the public sector. The addition of a subtitle for policy 13.6 would better emphasize this distinction.

Policy 15.5.1 notes that areas designated as Greenspace will be primarily kept in their natural state with minimal disturbance or development and that the City is committed to pursuing efforts that preserve the integrity and connectivity of environmentally sensitive areas to keep habitat intact and prevent fragmentation. This policy does not align with policy 13.6 noted above which allows for wildfire fuel abatement activities in any land use designation. As currently worded, this policy could be a barrier to wildfire fuel abatement projects. Considering the significant benefits fuel abatement activities provide to public safety, Administration proposes to clarify that wildfire fuel abatement activities are permitted in the Greenspace designation.

Residential Uses Clarification

Administration proposes to modify policy 15.13.1 and subsequently add a new policy clarifying that residential uses, namely supportive housing, may be permitted in the Public Service designation to support public or privately owned facilities of an institutional or community service nature.

The PS-Public Service zone currently allows supportive housing as a principal use, caretaker residences as secondary uses, and multiple, single detached, and duplex housing as conditional uses. The amendments seek to clarify that these uses remain permitted in the Public Service designation.

Administration also proposes to modify the wording from the “Commercial – Service” intent in Table 2 and the preamble in section 15.2 to clarify that commercial or public uses can be combined with residential or industrial uses within the Commercial – Service designation, even though they are not typical combinations.

The CS – Service Commercial zone currently allows multiple housing as a secondary use. The amendments seek to clarify that these uses remain permitted in the Commercial - Service designation.

Finally, Administration proposes to add two new policies, one in the 15.6 Industrial section and one in the 15.7 Industrial/Commercial section, clarifying that accessory activities supporting the operation of uses in the Industrial and Industrial/Commercial designations, such as caretaker facilities, may be permitted.

The OCP does not currently clarify the allowance of caretaker facilities in the Industrial or Industrial/Commercial designations. The IH – Heavy Industrial, IQ – Quarries, IS – Service Industrial, and CIM – Mixed Use Industrial/Commercial zones currently allow caretaker residences as secondary uses. The amendments seek to clarify that these uses remain permitted in the Industrial and Industrial/Commercial designations.

Future Planning Area Clarifications

Administration proposes to remove policy 15.4.1 as it states that existing development and activities within Future Planning Areas will continue to be recognized.

Administration also proposes to modify policy 15.4.2 as it refers to existing uses that should be permitted in Future Planning Areas.

Historic or grandfathered uses (i.e. existing uses) are regulated under the *Municipal Act* section 301(1) and do not need to be further addressed in the OCP. The proposed modification to policy 15.4.2 would also clarify that recreational uses in Future Planning Areas may be permitted subject to approval by the appropriate authority.

Administration also proposes to modify policy 15.4.3 to provide greater readability.

Other Minor Clarifications

Administration proposes to move policy 12.19 from under the Section 12 Asset Management subtitle to under the Section 13 Costs of Development subtitle. Policy 12.19 states that the design and approval of new or expanded neighbourhoods must consider the City’s long-term responsibility for the proposed municipal assets including operational maintenance, repair, and replacement costs.

The policy move is proposed to emphasize that this policy should be considered for development projects (Section 13) rather than for existing assets (Section 12).

Administration also proposes to modify policy 13.2 ii to reference Section 15.12 rather than Section 15.13. Section 15.13 is an incorrect reference.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-22, amendments to the Official Community Plan, be brought forward for consideration under the bylaw process.

Redline Comparison Document

Attachment 1

Proposed Bylaw 2024-22

Bylaw 24-22 #	POLICY	PROPOSED CHANGE
MAPPING CORRECTIONS AND UPDATES (SEE APPENDIX)		
1	Map 1	Use the most recent environmental sensitivity information from the Chadburn Lake Park Management Plan to update the map.
2	Map 3	Update scale bar.
3	Map 4	KDFN Parcel C-24B hatching is incomplete.
4	Map 5	Remove KDFN Settlement Land parcels C-86B and C-153B from the South Growth Area boundary.
4	Map 5	South Growth Area boundary should include a portion of KDFN Settlement Land parcel C-24B and all of parcel C-57B.
4	Map 5	TKC Parcel C-10B change from Commercial - Service to Residential – Country.
4	Map 5	TKC Parcel C-73B change from Green Space to Residential – Country.
4	Map 5	TKC Parcel C-77B change from Future Planning to Residential – Country.
4	Map 5	Add Greenspace not shown for Bert Law Park.
RIPARIAN POLICY		
5	Policy 7.9	<p>Add subsection 7.9 vi:</p> <p><i>"Exceptions to the City's Riparian Setback requirement will be reviewed and considered on a site-by-site basis:</i></p> <ul style="list-style-type: none"><i>i. where steep banks contain the riparian area, the setback shall be applied from the top of bank;</i><i>ii. for businesses that utilize waterbody access as part of their business; and</i><i>iii. where trail, utility, or road access for development is proposed to cross Riparian Setbacks; and</i><i>vi. where improvements to trails are proposed within a Riparian Setback."</i>

SLOPE POLICIES

6	Policy 7.15	<p>Modify the policy as follows:</p> <p><i>"All development, including building, grading, and tree harvesting, will be prohibited on slopes that exceed 30% (3.3 horizontal to 1 vertical). The only exceptions will be for critical infrastructure, grading, trails, and viewpoints, provided that a professional geotechnical assessment, accepted by the City Engineer, can demonstrate reasonably safe conditions."</i></p>
7	Policy 7.16	<p>Modify the policy as follows:</p> <p><i>"All new development will be setback a minimum of 15 metres or 1.25 metres multiplied by the height of slope, whichever is greater, from the top or bottom of any slope over 30%, as illustrated on Figure 7 – Illustration of Escarpment Setbacks. The only exceptions will be for critical infrastructure, trails, and viewpoints. The only exceptions will be when reasonably safe conditions for reduced setbacks can be demonstrated by a site-specific geotechnical examination prepared by a qualified professional and accepted by the City Engineer.</i></p> <p><i>Suitable setbacks to accommodate critical infrastructure, trails, and viewpoints may be required when considering any potential reduction of the Escarpment Setback.</i></p> <p><i>The Escarpment Setback will apply in the absence of a required and accepted geotechnical assessment.</i></p> <p><i>Exceptions to the City's Escarpment Setback are not permitted within the Downtown Whitehorse Escarpment Control Zone, as identified on Appendix A of the City's Downtown Escarpment Land Use Policy."</i></p>

URBAN CENTRES

8	Policy 8.19	<p>Modify the policy as follows:</p> <p><i>"Where mixed-use buildings are proposed in Urban Centres, commercial uses will be on the ground floor with residential uses above. The inclusion of dwelling units, as secondary uses to the primary commercial uses, may be permitted on the ground floor to provide flexibility in providing alternative dwelling units while maintaining a commercial streetscape. As examples, this may include commercial uses facing the street with dwelling units facing a rear lane or with pedestrian access to accessible dwelling units located at the rear of a building.</i></p>
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OTHER

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| 9 | Policy 12.19 | Move from "Asset Management" section to "Costs of Development" section and renumber subsequent policies accordingly:

" 12.19 13.29 The design and approval of new or expanded neighbourhoods must consider the City's long-term responsibility for the proposed municipal assets including operational maintenance, repair, and replacement costs." |
| 10 | Policy 13.2 ii. | Modify the policy as follows:

<i>"When determining permit regulations, the policies outlined in Section 15.13 15.12 Natural Resource Extraction should be reviewed and considered to minimize impacts on surrounding uses such as buffers, screening, and anticipated traffic volumes may be required."</i> |

FUEL ABATEMENT

- | | | |
|----|-------------|---|
| 11 | Policy 13.6 | Add a subtitle:

" Fuel Abatement
13.6 Wildfire fuel abatement is permitted, as appropriate, in any land use designation, subject to applicable bylaws and environmental guidelines." |
|----|-------------|---|

RESIDENTIAL USES

- | | | |
|----|--------------|---|
| 12 | Table 2 | Modify the intent of "Commercial – Service:"

<i>"Accommodate commercial or public uses that are not typically combined with residential or industrial uses and are largely vehicle-oriented."</i> |
| 13 | Section 15.2 | Modify Section 15.2 as follows:

<i>"Commercial - Service areas are intended to accommodate commercial or public uses that are not typically combined with residential uses and are largely vehicle-oriented. This type of commercial development typically requires significant onsite parking and/or loading facilities creating large expanses of undeveloped space; as such, they are often in contrast with lively, pedestrian-focused locations."</i> |

FUTURE PLANNING AREAS

14	Policy 15.4.1	Delete policy and renumber subsequent policies. <i>Existing development and activities within Future Planning Areas will continue to be recognized, subject to applicable zoning requirements.</i>
15	Policy 15.4.2	Modify the policy as follows: <i>Existing uUses primarily associated with Greenspaces, such as outdoor recreation trails or domestic fuel woodcutting, shouldmay be permitted subject to approval by the appropriate authority.</i>
16	Policy 15.4.3	Rephrase the policy as follows: <i>To preserve Future Planning Areas' capacity for future development, limited new uses such as trails and public utilities should be considered (e.g., new trail accesses, public utilities).</i>

FUEL ABATEMENT

17	Policy 15.5.1	Add sentence clarifying that fuel abatement activities are permitted in the Greenspace designation. <i>The City is committed to pursuing efforts that preserve the integrity and connectivity of environmentally sensitive areas to keep habitat intact and prevent fragmentation. Areas identified as Greenspace and are primarily kept in their natural state, with minimal disturbance or development. The only exception will be for wildfire fuel abatement activities.</i>
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RESIDENTIAL USES

18	Policy 15.6.5	Add a new policy regarding caretaker residences: <i>"Policy 15.6.5 Accessory activities that support the operation of uses in the Industrial areas, such as caretaker facilities, may be permitted."</i>
19	Policy 15.7.6	Add a new policy regarding caretaker residences: <i>"Policy 15.7.6 Accessory activities that support the operation of uses in the Industrial/Commercial areas, such as caretaker facilities, may be permitted."</i>
20	Policy 15.13.1	Modify policy as follows: <i>"Uses that may be suitable for inclusion in the Public Service designation include but are not limited</i>

*to hospitals, major recreation facilities, arts, culture, and heritage facilities, post-secondary institutions, cemeteries, corrections facilities, **supportive housing**, and aerodromes."*

21

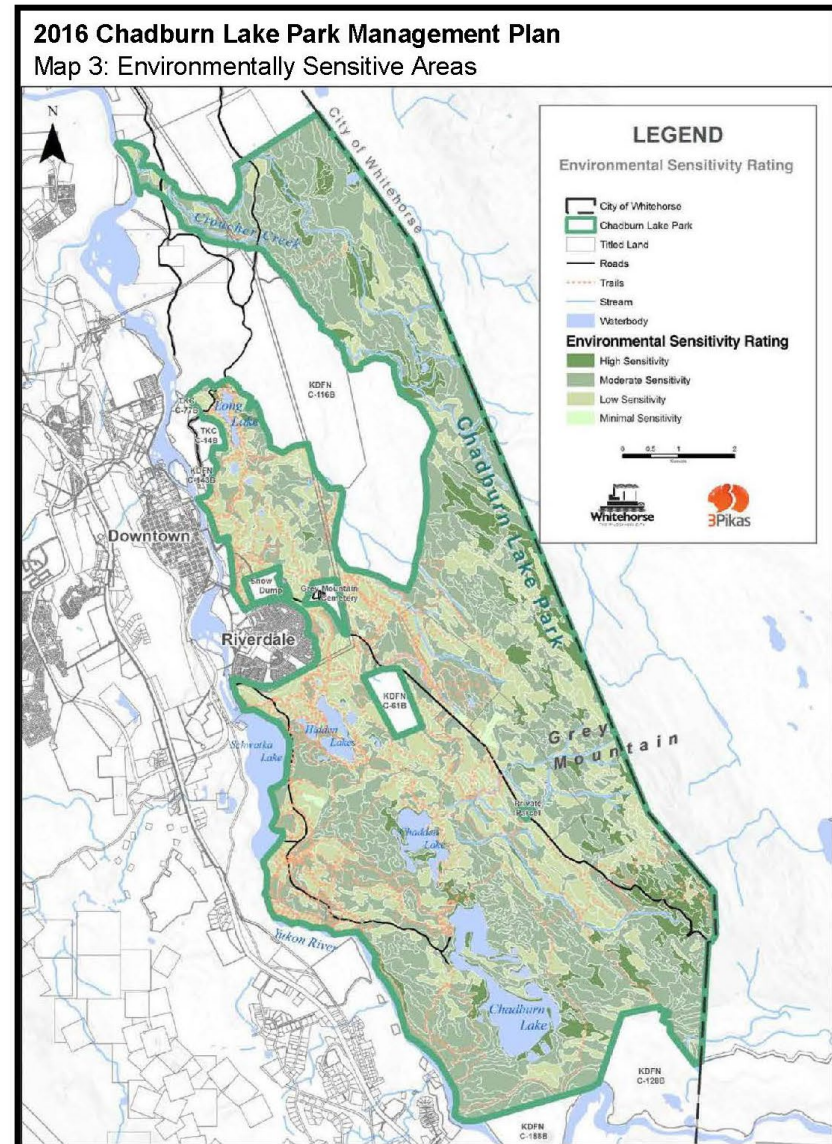
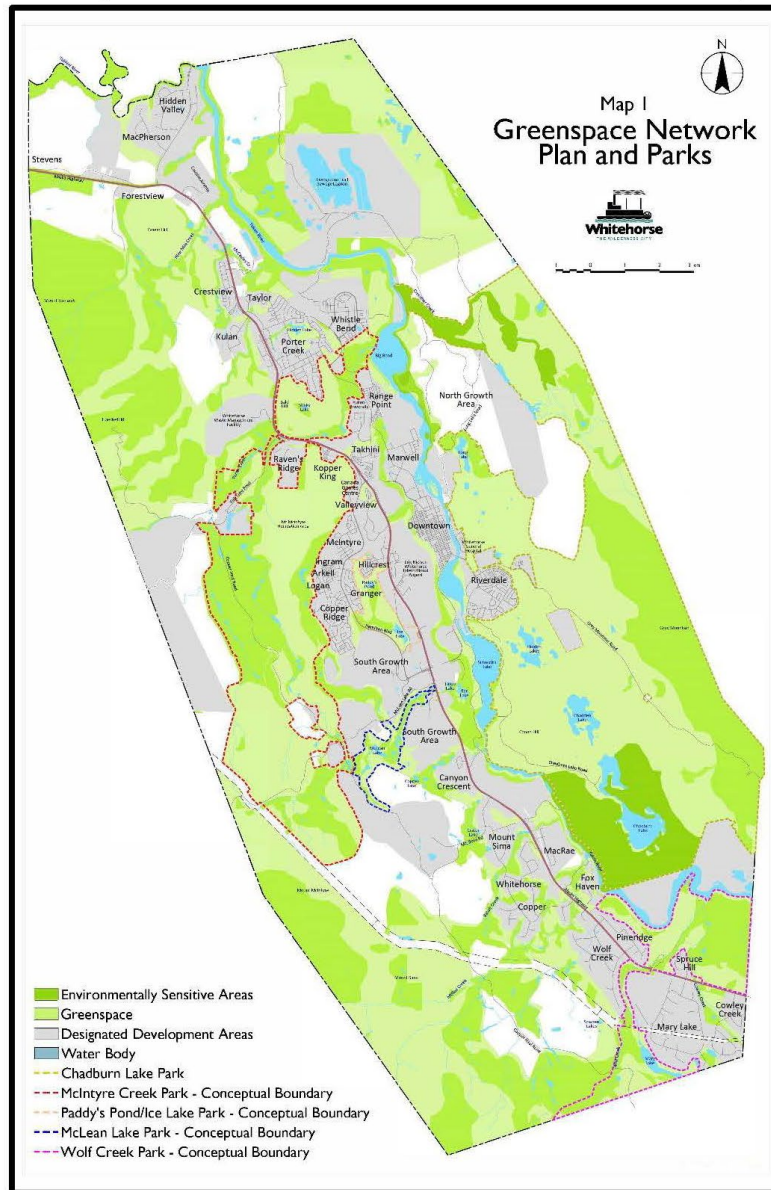
Policy 15.13.2

Add a new policy and renumber subsequent policies accordingly:

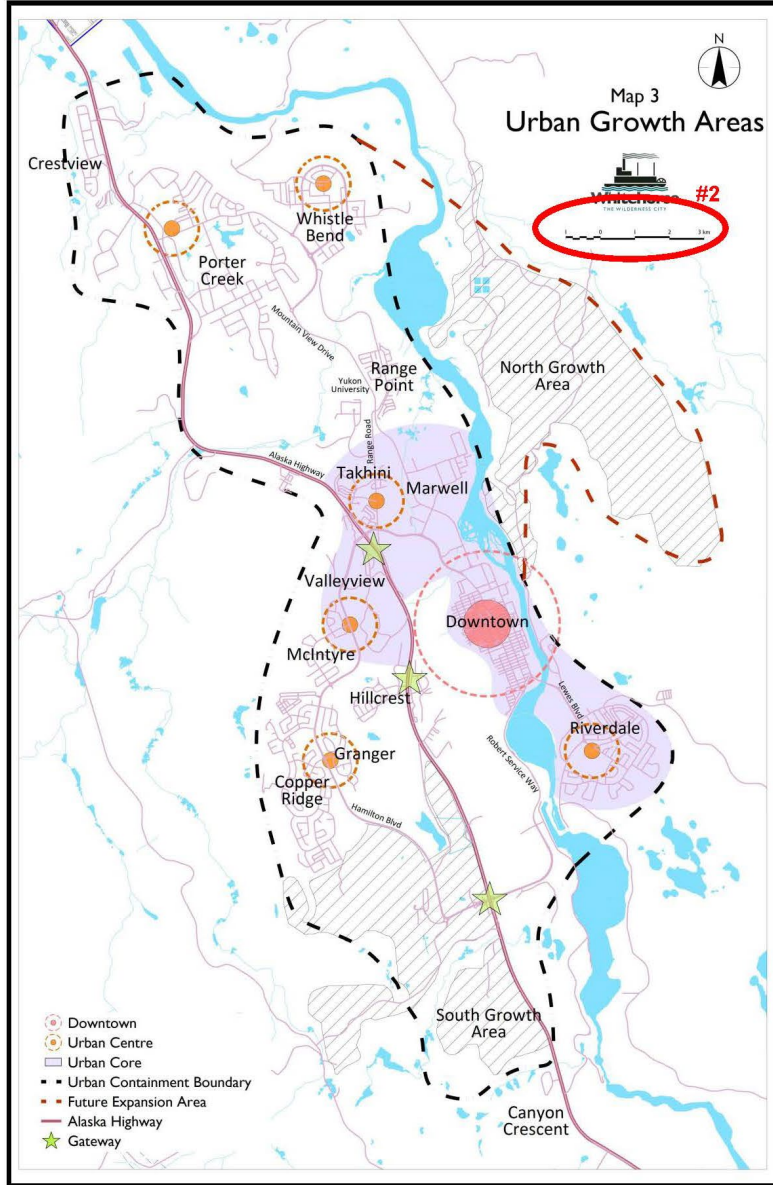
"Residential dwellings units may be permitted to support public or privately owned facilities of an institutional or community service nature."

Appendix

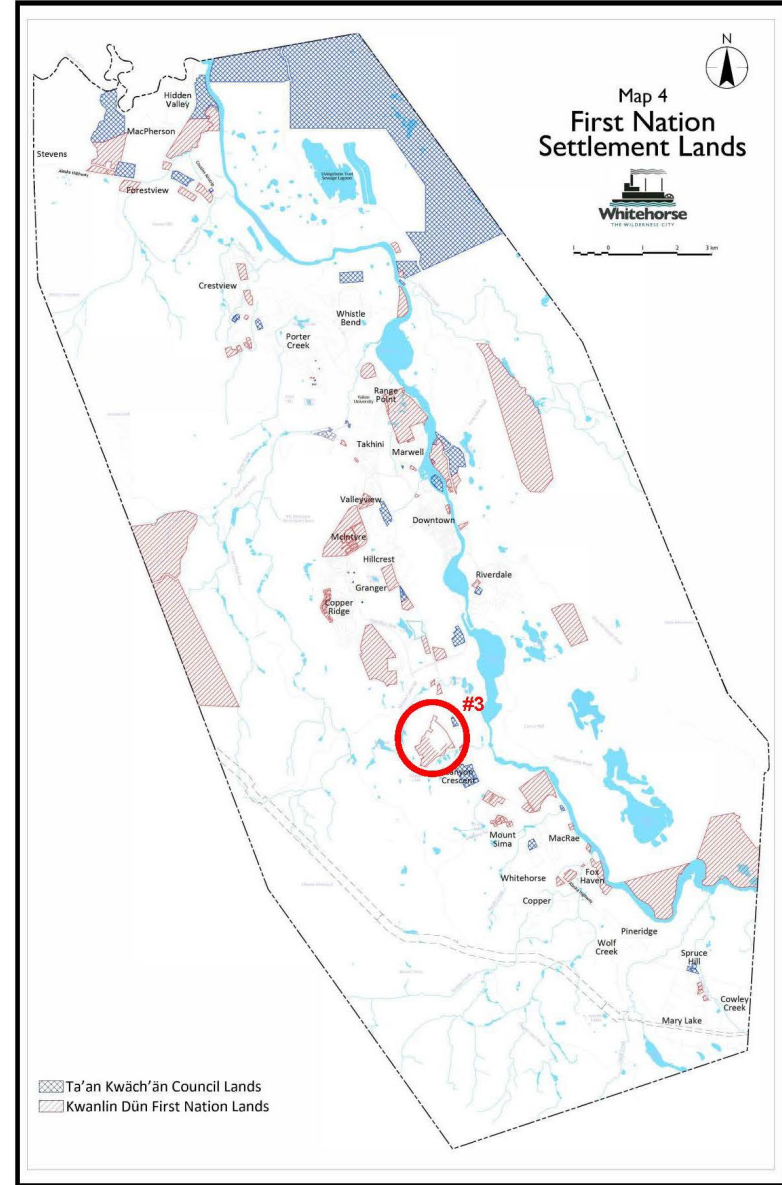
Proposed Amendments – Map 1



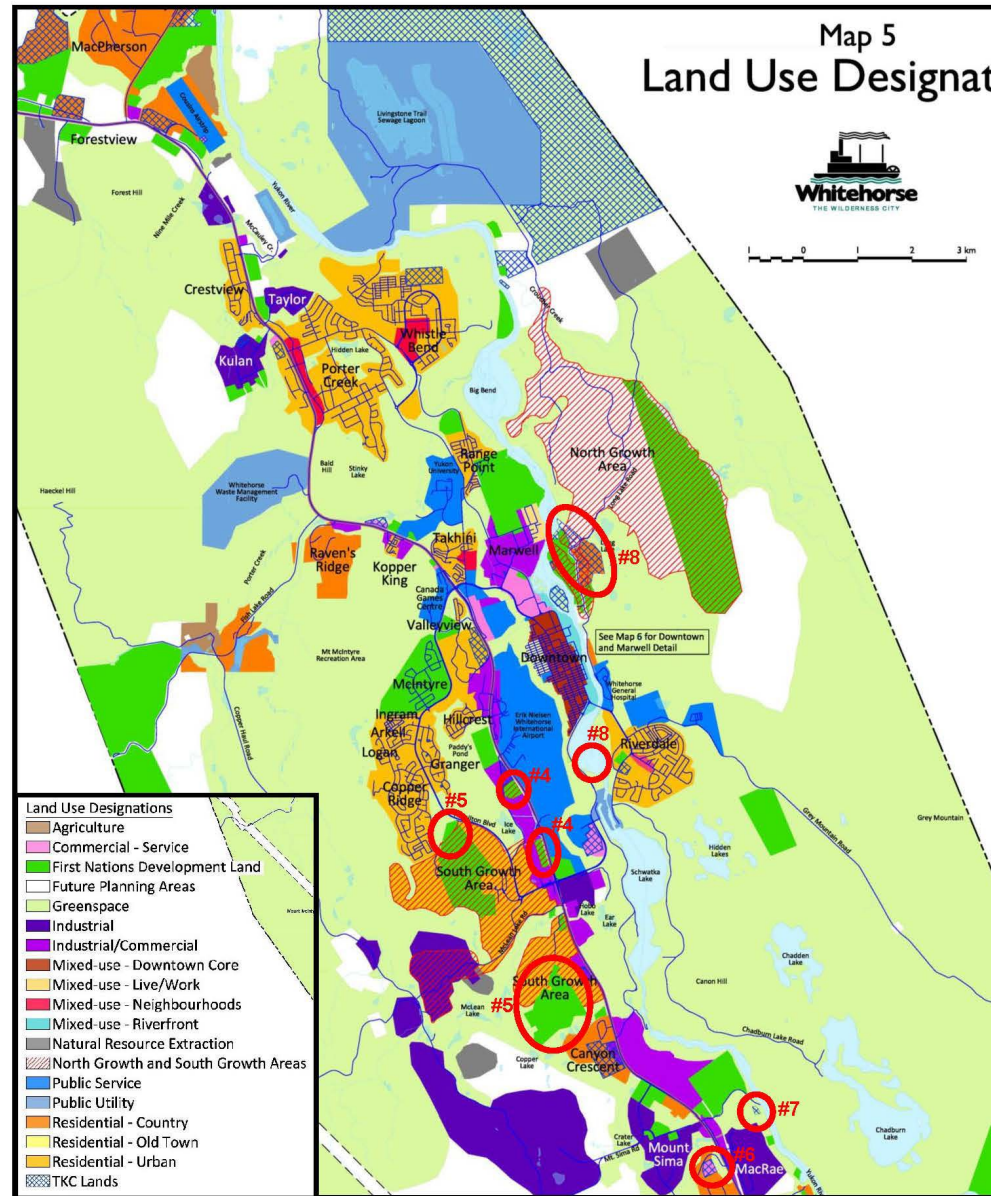
Proposed Amendments – Map 3



Proposed Amendments – Map 4



Proposed Amendments – Map 5



CITY OF WHITEHORSE

BYLAW 2024-22

A bylaw to amend the Official Community Plan

WHEREAS Section 289 of the *Municipal Act* provides that a municipality shall by bylaw adopt an Official Community Plan in accordance with Part 7, Division 1 of the Act; and

WHEREAS Section 285 of the *Municipal Act* provides for amendment of an Official Community Plan, in accordance with the same approvals as established in Division 1 for the preparation and adoption of an Official Community Plan; and

WHEREAS it is deemed desirable and expedient to amend the 2040 Official Community Plan;

NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The Greenspace Network Plan and Parks – Map 1 forming part of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by incorporating the environmental sensitivity information from Map 3 – Environmentally Sensitive Areas in the 2017 Chadburn Lake Park Management Plan, as indicated on Appendix A and forming part of this bylaw.
2. The Urban Growth Areas – Map 3 forming part of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying the scale bar, as indicated on Appendix A and forming part of this bylaw.
3. The First Nation Settlement Lands – Map 4 forming part of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by identifying Lot 1218, Quad 105D/11 as Kwanlin Dün First Nation Lands, as indicated on Appendix A and forming part of this bylaw.
4. The Land Use Designation – Map 5 forming part of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by changing the designation of Lot 1223, Quad 105D/11, Lot 1222, Quad 105D/11, Lot 1218, Quad 105D/11, Lot 1270, Quad 105D/11, Lot 1194, Quad 105D/11, Lot 1138, Quad 105D/10, Lot 1196, Quad 105D/11, and Bert Law Park (PIN 9996177), as indicated on Appendix A and forming part of this bylaw.
5. Section 7 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a new subsection 7.9 vi. to existing policy 7.9 to read as follows:

"7.9 Exceptions to the City's Riparian Setback requirement will be reviewed and considered on a site-by-site basis:
i. where steep banks contain the riparian area, the setback shall be applied from the top of bank;
ii. for businesses that utilize waterbody access as part of their business;
iii. where trail, utility, or road access for development is proposed to cross Riparian Setbacks; and
vi. where improvements to trails are proposed within a Riparian Setback."

6. Section 7 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 7.15 to read as follows:

"7.15 All development, including building and tree harvesting, will be prohibited on slopes that exceed 30% (3.3 horizontal to 1 vertical). The only exceptions will be for critical infrastructure, grading, trails, and viewpoints, provided that a professional geotechnical assessment, accepted by the City Engineer, can demonstrate reasonably safe conditions."

7. Section 7 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 7.16 to read as follows:

"7.16 All new development will be setback a minimum of 15 metres or 1.25 metres multiplied by the height of slope, whichever is greater, from the top or bottom of any slope over 30%, as illustrated on Figure 7 – Illustration of Escarpment Setbacks. The only exceptions will be when reasonably safe conditions for reduced setbacks can be demonstrated by a site-specific geotechnical examination prepared by a qualified professional and accepted by the City Engineer.

Suitable setbacks to accommodate critical infrastructure, trails, and viewpoints may be required when considering any potential reduction of the Escarpment Setback.

The Escarpment Setback will apply in the absence of a required and accepted geotechnical assessment.

Exceptions to the City's Escarpment Setback are not permitted within the Downtown Whitehorse Escarpment Control Zone, as identified on Appendix A of the City's Downtown Escarpment Land Use Policy."

8. Section 8 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 8.19 to read as follows:

“8.19 Where mixed-use buildings are proposed in Urban Centres, commercial uses will be on the ground floor with residential uses above. The inclusion of dwelling units, as secondary uses to the primary commercial uses, may be permitted on the ground floor to provide flexibility in providing alternative dwelling units while maintaining a commercial streetscape. As examples, this may include commercial uses facing the street with dwelling units facing a rear lane or with pedestrian access to accessible dwelling units located at the rear of a building.”

9. Section 12 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by moving existing policy 12.19 to Section 13, renumbering the policy as policy 13.29, and renumbering the remaining policies accordingly.

10. Section 13 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 13.2 ii to read as follows:

“13.2 ii. When determining permit regulations, the policies outlined in Section 15.12 Natural Resource Extraction should be reviewed and considered to minimize impacts on surrounding uses such as buffers, screening, and anticipated traffic volumes may be required.”

11. Section 13 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a subtitle immediately before existing policy 13.6 to read as follows:

"Fuel Abatement

13.6 Wildfire fuel abatement is permitted, as appropriate, in any land use designation, subject to applicable bylaws and environmental guidelines.”

12. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying the Intent of “Commercial – Service” in Table 2 Land Use Designations Overview to read as follows:

“Accommodate commercial or public uses that are not typically combined with residential or industrial uses and are largely vehicle-oriented.”

13. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing Section 15.2 Commercial – Service to read as follows:

“Commercial - Service areas are intended to accommodate commercial or public uses that are not typically combined with residential uses and are largely vehicle-oriented. This type of commercial development typically

requires significant onsite parking and/or loading facilities creating large expanses of undeveloped space; as such, they are often in contrast with lively, pedestrian-focused locations.”

14. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by deleting policy 15.4.1 and renumbering the remaining policies accordingly.

15. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 15.4.2 to read as follows:

“15.4.2 Uses primarily associated with Greenspaces, such as outdoor recreation trails or domestic fuel woodcutting, may be permitted subject to approval by the appropriate authority.”

16. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 15.4.3 to read as follows:

“15.4.3 To preserve Future Planning Areas for future development, limited new uses such as trails and public utilities should be considered.”

17. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 15.5.1 to read as follows:

“15.5.1 The City is committed to pursuing efforts that preserve the integrity and connectivity of environmentally sensitive areas to keep habitat intact and prevent fragmentation. Areas identified as Greenspace are primarily kept in their natural state, with minimal disturbance or development. The only exception will be for wildfire fuel abatement activities.”

18. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a new policy 15.6.5 to read as follows and renumbering the remaining policies accordingly:

“15.6.5 Accessory activities that support the operation of uses in the Industrial areas, such as caretaker facilities, may be permitted.”

19. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a new policy 15.7.6 to read as follows:

“15.7.6 Accessory activities that support the operation of uses in the Industrial/Commercial areas, such as caretaker facilities, may be permitted.”

20. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying existing policy 15.13.1 to read as follows:

“15.13.1 Uses that may be suitable for inclusion in the Public Service designation include but are not limited to hospitals, major recreation facilities, arts, culture, and heritage facilities, post-secondary institutions, cemeteries, corrections facilities, supportive housing, and aerodromes.”

21. Section 15 of The Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a new policy 15.13.2 to read as follows and renumbering the remaining policies accordingly:

"15.13.2 Residential dwellings units may be permitted to support public or privately owned facilities of an institutional or community service nature."

22. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

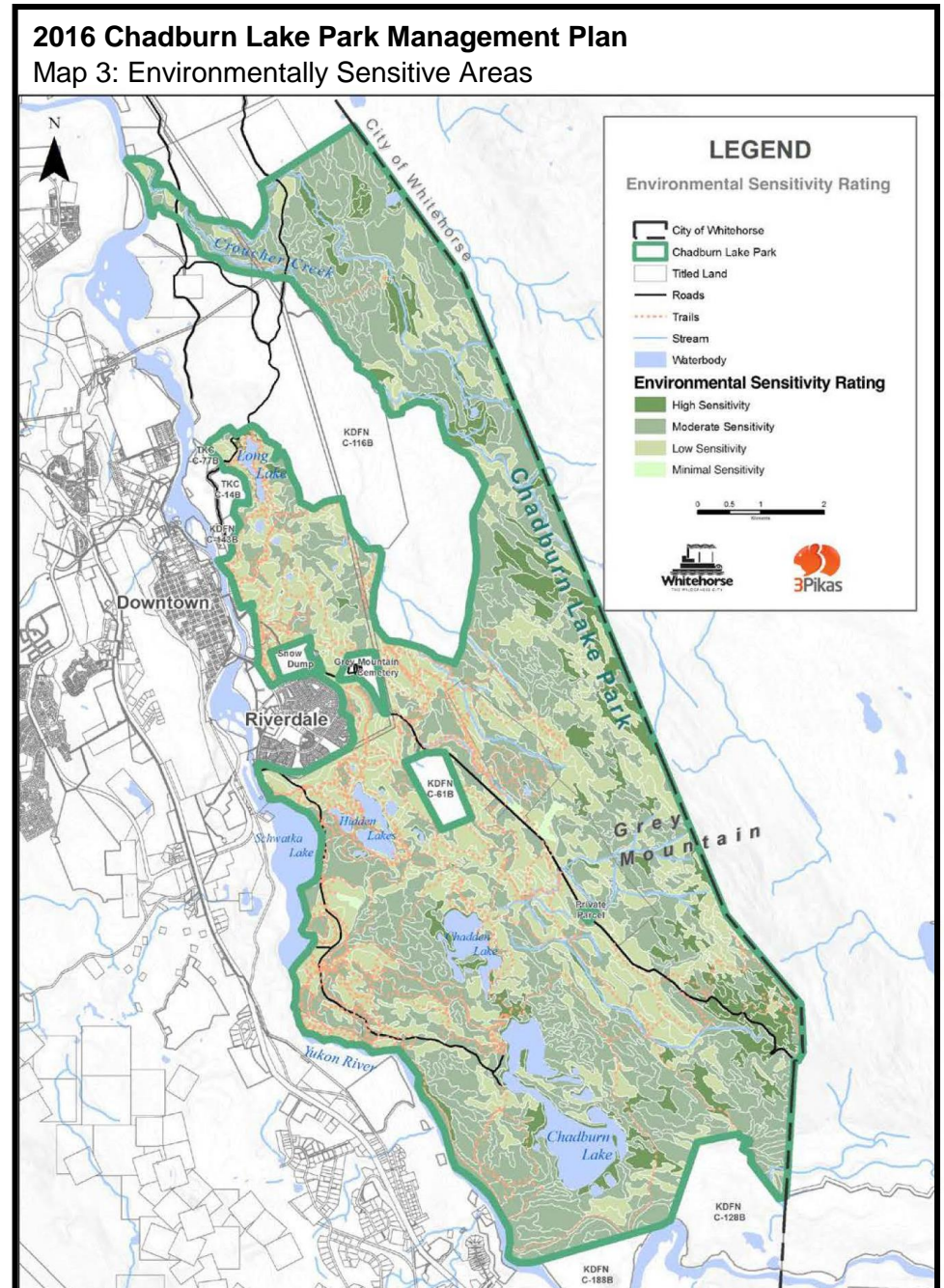
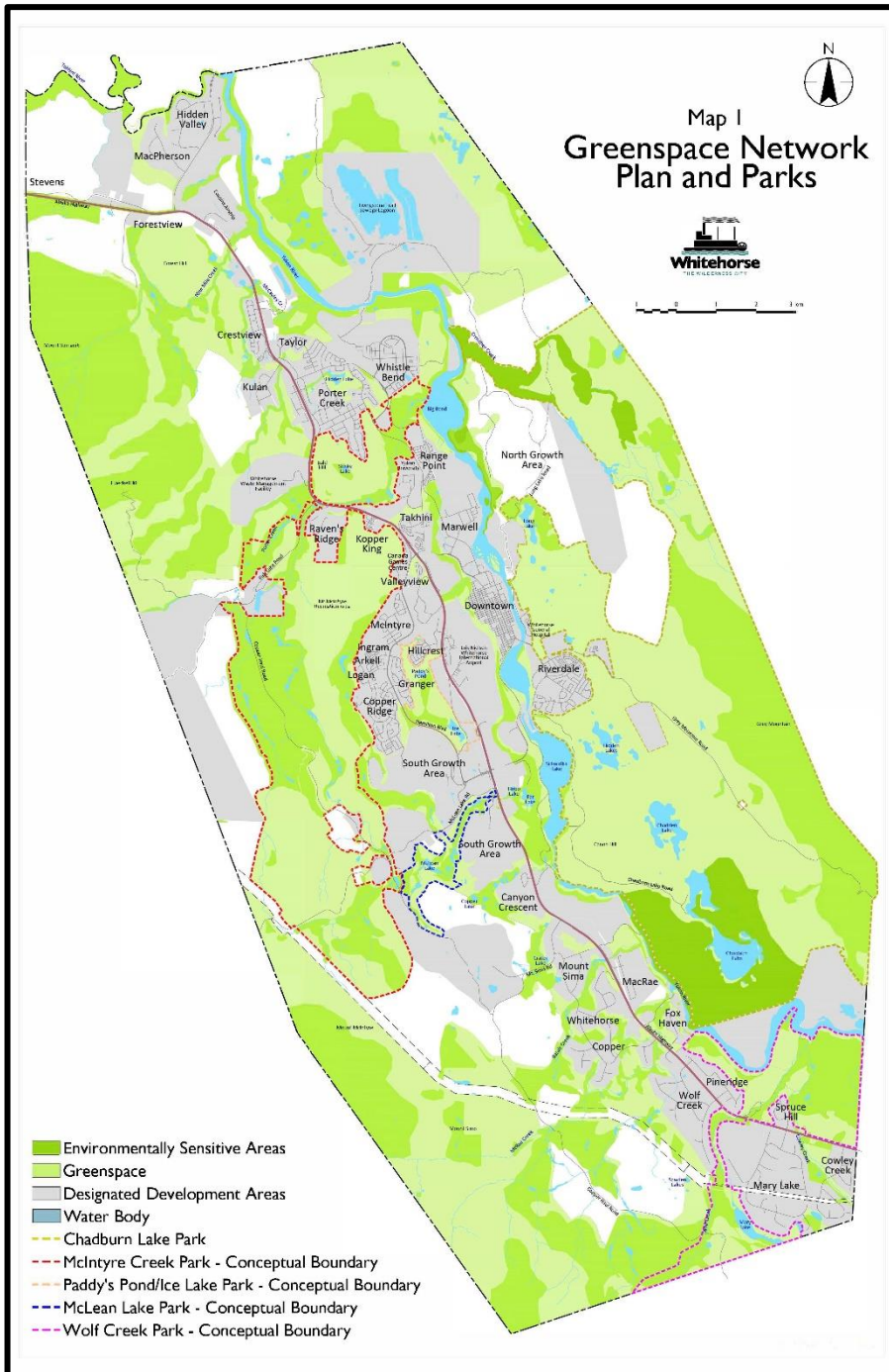
EXECUTIVE COUNCIL MEMBER APPROVAL:

THIRD READING and ADOPTION:

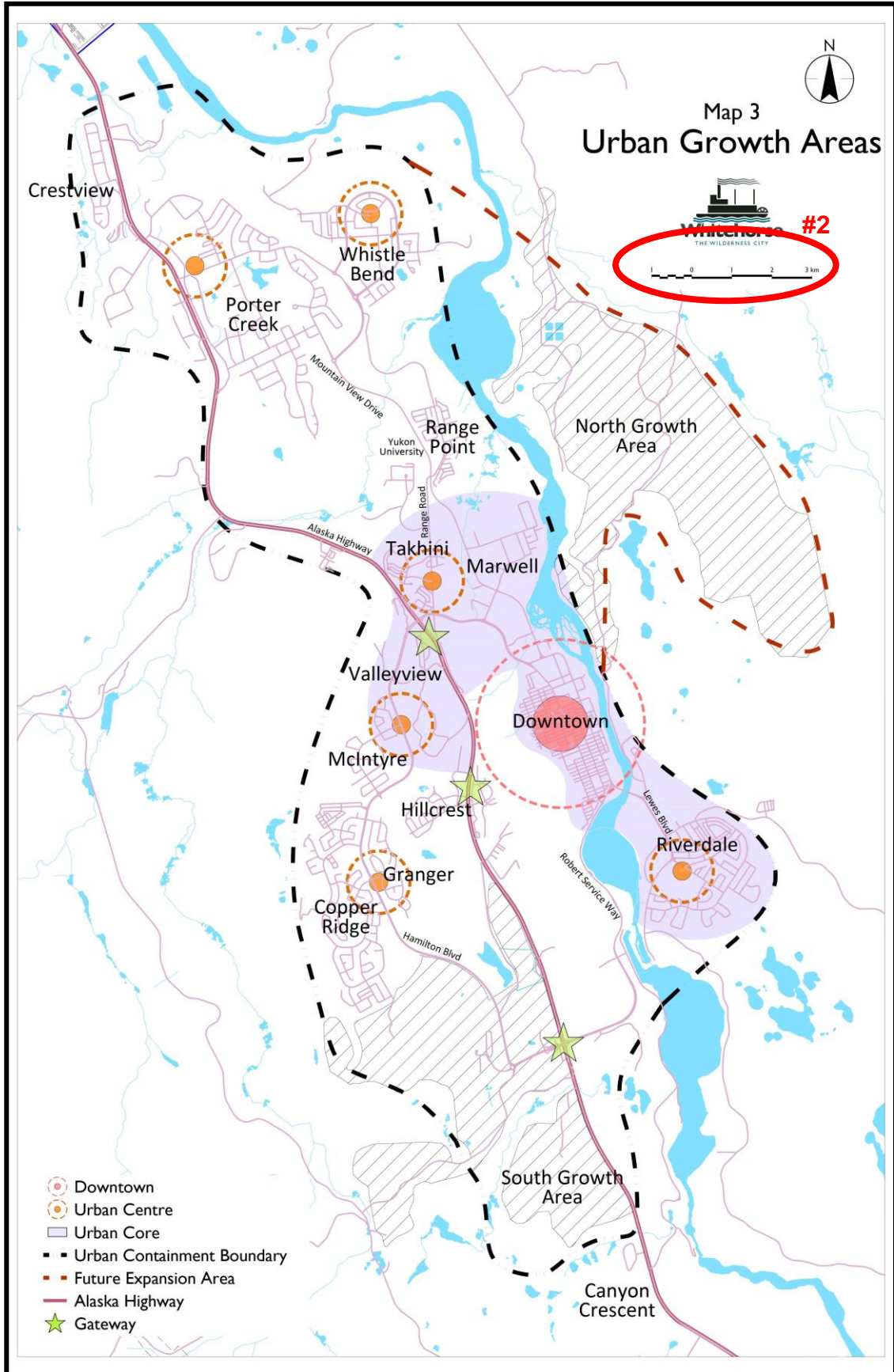
Laura Cabott, Mayor

Corporate Services

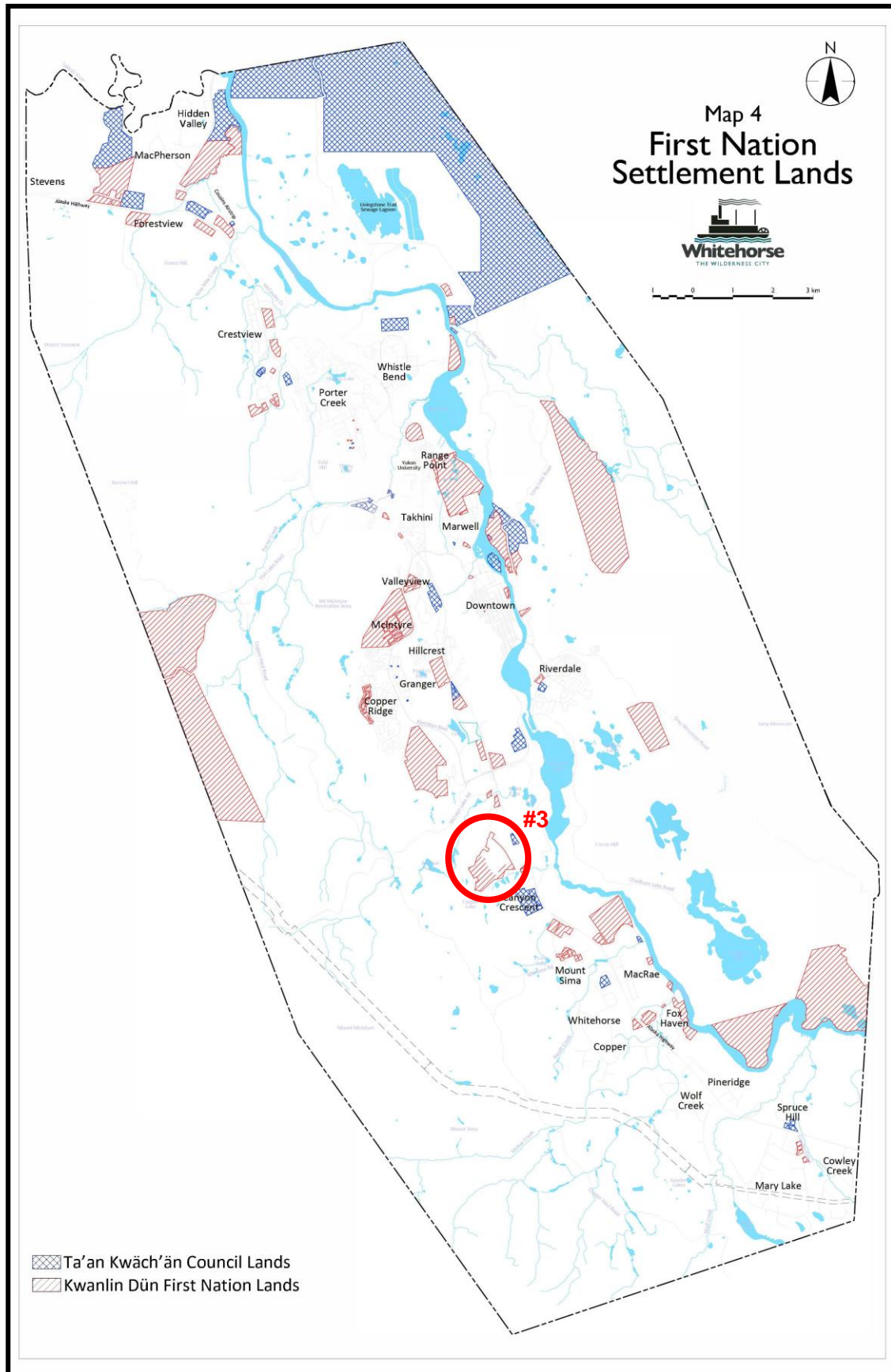
Proposed Amendments – Map 1



Proposed Amendments – Map 3



Proposed Amendments – Map 4



Proposed Amendments – Map 5

