

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2024-08**

**DATE:** Monday, April 22, 2024  
**TIME:** 5:30 p.m.

**Mayor** Laura Cabott  
**Deputy Mayor** Michelle Friesen  
**Reserve Deputy Mayor** Ted Laking

## **AGENDA**

**CALL TO ORDER** 5:30 p.m.

**AGENDA** Adoption

**PROCLAMATIONS** Wildfire Community Preparedness Day (May 4, 2024)  
Red Dress Day (May 5, 2024)

**MINUTES** Regular Council meeting dated April 8, 2024

**DELEGATIONS** Lane Tredger – Motion Councillor Laking Downtown School  
Brook Land-Murphy – Motion Councillor Laking Downtown School

**PUBLIC INPUT SESSION** Valleyview South Master Plan  
Vacant and Unoccupied Buildings Bylaw

## **STANDING COMMITTEE REPORTS**

### **Development Services Committee – Councillors Boyd and Murray**

1. Rental Housing Development Incentive Application – 28 Olive May Way
2. Rental Housing Development Incentive Application – 410 Cook Street
3. Non-Profit Organization Development Incentive Application – 84 Rampart Avenue

### **City Operations Committee – Councillors Curteanu and Friesen**

1. Interim City Curbside Recycling Program

### **Community Services Committee – Councillors Cameron and Laking**

### **Public Health and Safety Committee – Councillors Murray and Cameron**

1. Seasonal Preparedness Update – For Information Only

### **Corporate Services Committee – Councillors Laking and Curteanu**

1. Upcoming Procurements (May/June) – For Information Only
2. Election Procedures Bylaw
3. Adjust June Cycle of Council – FCM Travel

### **City Planning Committee – Councillors Friesen and Boyd**

1. Supplemental Information Report – Copper Ridge Development Area Master Plan
2. Public Hearing Report – Zoning Amendment – Housing-Related Amendments
3. Zoning Amendment – Municipal Services Building
4. Public Hearing Report – Zoning Amendment – Mining Activities

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2024-08**

**DATE:** Monday, April 22, 2024  
**TIME:** 5:30 p.m.

**AGENDA (cont'd)**

**NEW AND UNFINISHED BUSINESS**

- 1. Motion – Councillor Laking – Downtown School

**BYLAWS**

2025-25	Zoning Amendment – Municipal Services Building	1 <sup>st</sup> Reading
2024-11	Election Procedures Bylaw	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2024-16	Zoning Amendment – Housing-Related Amendments	2 <sup>nd</sup> and 3 <sup>rd</sup> Reading
2024-23	Zoning Amendment – Mining Activities	2 <sup>nd</sup> and 3 <sup>rd</sup> Reading
2024-27	Lease Agreement – Frank Slim Building Concession Services	3 <sup>rd</sup> Reading

**ADJOURNMENT**



## **PROCLAMATION**

### **WILDFIRE COMMUNITY PREPAREDNESS DAY**

**May 4, 2024**

**WHEREAS** Wildfire Community Preparedness Day provides opportunities to raise awareness of wildfire risk, share information and knowledge and help residents prepare to improve the survival of their homes and neighbourhoods; and

**WHEREAS** wildfire preparedness is an important way to make sure you and your family are ready in the event of an emergency and allows first responders to focus on the safety of the community and those most in need; and

**WHEREAS** holding FireSmart events, such as the FireSmart Awareness Barbeque on May 11, can create a sense of community and assist the process of proactively addressing wildfire issues at a local level;

**NOW THEREFORE I**, Mayor Laura Cabott, do hereby proclaim May 4, 2024 to be Wildfire Community Preparedness Day in the City of Whitehorse.

Laura Cabott  
Mayor



## **PROCLAMATION**

### **RED DRESS DAY**

**May 5, 2024**

**WHEREAS** Indigenous women, girls, and two-spirit+ people are more likely to be murdered or experience violence and exploitation because of their gender and ethnicity; and

**WHEREAS** the Red Dress Campaign is a public art installation to honour the Missing and Murdered Indigenous Women, Girls and Two-Spirit+ People by hanging empty red dresses in a range of environments; and

**WHEREAS** recognizing Red Dress Day, known officially as the National Day of Awareness for Missing and Murdered Indigenous Women, Girls, and Two-Spirit+ People, brings attention to the ongoing issue of violence towards Indigenous women, girls and gender diverse people and invites all to become involved in building a safer community;

**NOW THEREFORE, I, Mayor Laura Cabott, do hereby proclaim May 5, 2024 to be Red Dress Day in the City of Whitehorse.**

Laura Cabott  
Mayor

MINUTES of REGULAR Meeting #2024-07 of the Council of the City of Whitehorse called for 5:30pm on Monday, April 8, 2024, in Council Chambers, City Hall.

PRESENT: Mayor Laura Cabott  
Councillors Dan Boyd  
Kirk Cameron  
Jocelyn Curteanu  
\*Michelle Friesen  
Ted Laking  
Mellisa Murray

ALSO PRESENT: City Manager Jeff O'Farrell  
A/Director of Community Services Mélodie Simard  
Director of Corporate Services Valerie Braga  
A/Director of Development Services Peter Duke  
Director of People and Culture Lindsay Schneider  
Director of Operations and Infrastructure \*Tracy Allen

Mayor Cabott called the meeting to order at 5:30pm

**CALL TO ORDER**

**AGENDA**

**2024-07-01**

It was duly moved and seconded  
THAT the Agenda be adopted as presented.

Carried Unanimously

**MINUTES**

**2024-07-02**

It was duly moved and seconded  
THAT the Minutes of the Regular Council meeting dated March  
25, 2024 be adopted as presented.

Carried Unanimously

**DELEGATE SUBMISSIONS**

Delegate Keith Lay brought forward concerns with the proposed Official Community Plan Administrative Amendments, and recommended that the City take time to add and improve various definitions that appear in City documents such as greenspace, greenbelt, and active and passive recreation.

Keith Lay – Official  
Community Plan  
Administrative Amendments

**PUBLIC HEARING**

Mayor Cabott advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to Official Community Plan Amendment at 200 Lobird Road.

Official Community Plan  
Amendment - 200 Lobird  
Road

Mayor Cabott called for submissions with respect to Official Community Plan Amendment at 200 Lobird Road.

Official Community Plan  
Amendment - 200 Lobird  
Road

Anthony Lundgard, while in support of developing more units in Lobird, raised concerns about increased traffic from the development. The speaker also touched on safety concerns of the neighbourhood such as a lack of street lighting.

Anthony Lundgard

With a background in sustainable living studies, Beau Blakely spoke in support of the proposed development at 200 Lobird Road so that the residents could have the opportunity to grow their own food.

Beau Blakely

Felix Robitaille spoke in support of the proposed development at 200 Lobird Road as it would bring diversity to the housing stock of the city. The delegate also expressed that the lifestyle that comes with a country-residential lot has been historically favoured by community members.

Felix Robitaille

Zoe Morrison of Stantec Architecture spoke in support of the proposed development at 200 Lobird Road. The speaker confirmed that Stantec Architecture and Lobird Living have worked to minimize the impacts the development will have on the future South Growth Area, and pointed out that a portion of the area is undevelopable for the high-density development the City has planned for the area.

Zoe Morrison, Stantec  
Architecture

Dwight Chalifour, owner of Lobird Living and the applicant of the Official Community Plan amendment, shared photos of similar developments and an example of the individual water system proposed for the lots. The speaker also confirmed that traffic impacts will be minimized due to the separated road and lower number of units.

Dwight Chalifour, Lobird  
Living

Mayor Cabott called a second and third time for submissions with respect to Official Community Plan Amendment at 200 Lobird Road.

Official Community Plan  
Amendment - 200 Lobird  
Road

Hearing no additional submissions come forward, Mayor Cabott declared the Public Hearing for Official Community Plan Amendment at 200 Lobird Road now closed.

Public Hearing Closed

**COMMITTEE REPORTS**

**Development Services Committee**

There was no report from the Development Services Committee.

No Report

**City Operations Committee**

A Committee member requested an update on the status of the Robert Service Way escarpment and roadway changes. Administration responded that monitoring has confirmed ground thawing has begun, and more activity is expected within the next few months. To mitigate smaller slides, traffic lanes have been shifted away from the escarpment and lock blocks to contain debris have been installed.

New Business – Robert  
Service Way Update

As requested by a Committee member, Administration confirmed that an initial list of areas to consider for traffic-calming projects has been compiled based on feedback from the community, with the next step being to consider priorities and proposed solutions.

New Business – Traffic-  
Calming Initiatives

**Community Services Committee**

**2024-07-03**

It was duly moved and seconded 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.

Lease Agreement – Frank  
Slim Building Concession  
Services

Carried Unanimously

Mayor Laura Cabott proclaimed April 7, 2024, to be Green Shirt Day in the city of Whitehorse, a day to honour the victims of the Humboldt Broncos bus crash and encourage Canadians to register as organ donors.

Proclamation – Green Shirt  
Day (April 7, 2024)

**Public Health and Safety Committee**

**2024-07-04**

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

Vacant and Abandoned  
Buildings Bylaw

Carried Unanimously

As requested by a Committee member, Administration provided information on a Lodgepole Lane property, confirming that Bylaw Services continues to monitor safety, that a charge has been laid under the Maintenance Bylaw, and that an update will be available at the conclusion of the court process.

New Business – Lodgepole  
Lane

Delegate Gabriele Watts emphasized the importance that all members of the community know how to react in an emergency, urged Council to develop an awareness campaign alongside the Yukon Government so that those who have not been reached by previous attempts can be made aware and asked Council to provide an update on the Wildfire Risk Reduction Strategy and Action Plan.

Delegate Gabriele Watts –  
Fire Smart and Emergency  
Preparedness

### **Corporate Services Committee**

There was no report from the Corporate Services Committee.

No Report

### **City Planning Committee**

#### **2024-07-05**

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

Official Community Plan  
Administrative Amendments

Carried Unanimously

As requested by a Committee member, Administration confirmed that the Public Hearing Report on the Zoning Amendment regarding mining activities has been postponed to April 15, 2024.

New Business – Mining  
Activities Update

### **NEW AND UNFINISHED BUSINESS**

#### **2024-07-06**

It was duly moved and seconded  
THAT the federal government work with agreement signatories and municipalities to maintain the CCBF as a source of direct, predictable, long-term funding for local infrastructure priorities;  
THAT the federal government commit, in Budget 2024, to the next generation of infrastructure programs, including a new program for water and wastewater infrastructure and an increase to the Disaster Mitigation and Adaptation Fund; and  
THAT the federal government convene provinces, territories and municipalities to negotiate a “Municipal Growth Framework” to modernize the way that municipalities are funded in order to enable Canada’s long-term growth.

Motion – Mayor Cabott –  
Federal Infrastructure  
Funding

Carried Unanimously



**2024-07-07**

It was duly moved and seconded  
THAT Council direct that Bylaw 2024-19, a bylaw to regulate  
Vacant and Unoccupied Buildings, replace Bylaw 2024-19, a  
bylaw to regulate Vacant and Abandoned Buildings, and that it  
be brought forward for consideration under the bylaw process;  
and  
THAT the bylaw process includes a Public Input Session.  
Carried Unanimously

Vacant and Abandoned  
Buildings Bylaw

**BYLAWS**

**2024-07-08**

It was duly moved and seconded  
THAT Bylaw 2024-22, a bylaw of amendments to the Official  
Community Plan, be given First Reading.  
Carried Unanimously

**BYLAW 2024-22**  
Official Community Plan  
Administrative  
Amendments  
FIRST READING

**2024-07-09**

It was duly moved and seconded  
THAT Bylaw 2024-19, a bylaw to regulate Vacant and  
Unoccupied Buildings, be given First Reading.  
Carried Unanimously

**BYLAW 2024-19**  
Vacant and Unoccupied  
Buildings Bylaw  
FIRST READING

**2024-07-10**

It was duly moved and seconded  
THAT Bylaw 2024-19 be given Second Reading.  
Carried Unanimously

**BYLAW 2024-19**  
Vacant and Unoccupied  
Buildings Bylaw  
SECOND READING

**2024-07-11**

It was duly moved and seconded  
THAT Bylaw 2024-27, a bylaw to authorize a lease agreement  
with Desycan to provide seasonal food concession services at  
the Frank Slim Building in Shipyards Park, be given First  
Reading.  
Carried Unanimously

**BYLAW 2024-27**  
Lease Agreement – Frank  
Slim Building Concession  
Services  
FIRST READING

**2024-07-12**

It was duly moved and seconded  
THAT Bylaw 2024-27 be given Second Reading.  
Carried Unanimously

**BYLAW 2024-27**  
Lease Agreement – Frank  
Slim Building Concession  
Services  
SECOND READING

**2024-07-13**

It was duly moved and seconded  
THAT Bylaw 2024-21, a bylaw to amend the 2024 to 2027  
Capital Expenditure Program by re-budgeting 2023 capital  
expenditures in the amount of \$72,822,936, be given Third  
Reading.

**BYLAW 2024-21**  
Capital Re-Budget Bylaw  
THIRD READING

Carried Unanimously

There being no further business, the meeting adjourned at 7:07p.m.   **ADJOURNMENT**

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Laura Cabott, Mayor

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Corporate Services



## Minutes of the meeting of the Development Services Committee

Date	April 15, 2024	2024-08
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair Mayor Laura Cabott	
Committee Members Present	*Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Ted Laking	
Absent	Councillor Michelle Friesen	
	Jeff O'Farrell, City Manager Mélodie Simard, A/Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Doug Spencer, Manager, Land and Building	

\* Indicates electronic participation

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Your Worship, the Development Services Committee respectfully submits the following report:

### **1. Rental Housing Incentive Application – 28 Olive May Way**

Administration presented an application for a housing development incentive for the construction of seven 15-unit buildings at 28 Olive May Way. The development meets the criteria for the rental and supportive incentive as set out in the Housing Development Incentives Policy. Additional information was provided on property taxes, the contractual obligations of the applicant, and timeline of the proposed development.

### **The Recommendation of the Development Services Committee is**

THAT Council approve a Rental Housing Development Incentive with respect to 28 Olive May Way.

### **2. Rental Housing Incentive Application – 410 Cook Street**

Administration presented an application for a housing development incentive for the construction of a mixed-use three-story building with 10 units. The development meets the criteria for the rental and supportive incentive as set out in the Housing Development Incentives Policy. A Committee member requested clarification on how

the City would ensure the development does not change use, to which Administration responded that a follow-up system would be incorporated. Information on the property's taxes was also provided.

**The Recommendation of the Development Services Committee is**

THAT Council approve a Rental Housing Development Incentive with respect to 410 Cook Street.

**3. Non-Profit Organization Development Incentive Application – 84 Rampart Avenue**

The City has received an application from a non-profit organization for a housing development incentive for the construction of two 16-unit buildings at 84 Rampart Avenue. The development meets the criteria for the non-profit organization development incentive as set out in the Housing Development Incentives Policy. Administration provided information on the planned development and the current and estimated tax revenue of the property. Clarification between the requirements for the rental housing development incentive and the non-profit organization development incentive were also given.

**The Recommendation of the Development Services Committee is**

THAT Council approve a Non-Profit Organization Housing Development Incentive for a 32-unit housing development at 84 Rampart Avenue, which includes a development fees grant of \$60,000.

**4. New Business – Building Permit Process**

As requested by a Committee member, Administration provided a status update on building permit applications received and issued in 2024, and on recent and future changes to the permitting process that are intended to increase efficiency in support of development in the city.

**5. Delegate Carl Schulze, Yukon Prospectors Association – The Benefits of Responsible Mining in the Yukon**

Delegate Carl Schulze of the Yukon Prospector Association spoke to Council on the benefits of the mining industry including providing employment and the opportunity for skill development, economic income generation through taxation and royalties, reclamation of abandoned sites, and reinforcement of related industries such as archaeology and other scientific fields of study. As requested by a Committee member, the delegate provided information on progressive reclamation.

**6. Delegate Marcus Harden, Gladiator Metals – Operations Update to Council**

Delegate Marcus Harden of Gladiator Metals provided an update on the mining exploration Gladiator Metals is undertaking within the city. The delegate explained that the company is working to mitigate concerns from the community such as employing acoustic monitoring to address noise and confirmed that groundwater studies are being completed on an ongoing basis by the Yukon Government.

**7. Proclamation – Earth Day (April 22, 2024)**

Mayor Laura Cabott proclaimed April 22, 2024 to be Earth Day in the city of Whitehorse, a day to encourage the conservation, protection and appreciation of natural resources.



## Minutes of the meeting of the City Operations Committee

Date	April 15, 2024	2024-08
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair Mayor Laura Cabott	
Committee Members Present	*Councillor Dan Boyd Councillor Kirk Cameron Councillor Ted Laking Councillor Mellisa Murray	
Absent	Councillor Michelle Freisen	
Staff Present	Jeff O'Farrell, City Manager Mélodie Simard, A/Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Ira Webb, Associate Manager, Waste Services	

\* Indicates electronic participation

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Your Worship, the City Operations Committee respectfully submits the following report:

### **1. Interim City Curbside Recycling Program**

In response to the closure of Raven ReCentre's free public drop-off for non-refundable recycling, the City and the Yukon Government established a Recycling Committee to identify options to maintain recycling services. Two potential options have been identified if Council wants to implement an interim solution in advance of the Yukon Government's Extended Producer Responsibility Regulation (EPR) coming into effect. Once EPR is in place, the Producer Responsibility Organization would be responsible to implement ongoing programs to meet their diversion targets, which could include a depot, curbside program, or a combination.

### **The Recommendation of the City Operations Committee is**

THAT Administration participate in stakeholder consultation with the PRO and bring forward a recommendation on the City's next steps with respect to a curbside collection program in June 2024.

**2. New Business – Traffic Calming Update**

As requested by a Committee member, Administration provided an update on ongoing initiatives towards traffic-calming projects and on potential collaboration with the Yukon Government for future work.

**3. Delegate Tim Kucharuk, Riverdale Community Association – Riverdale Traffic Calming**

Delegate Tim Kucharuk of the Riverdale Community Association addressed Council on traffic congestion and safety issues within Riverdale and requested the City consider installing traffic-calming measures in the areas of concern.



## Minutes of the meeting of the Community Services Committee

Date	April 15, 2024	2024-08
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair	
	Mayor Laura Cabott	
Committee Members Present	*Councillor Dan Boyd	
	Councillor Jocelyn Curteanu	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Absent	Councillor Michelle Friesen	
	Jeff O'Farrell, City Manager	
	Mélodie Simard, A/Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

\* Indicates electronic participation

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Your Worship, there is no report from the Community Services Committee.





**Minutes of the meeting of the  
Public Health and Safety Committee**

Date	April 15, 2024	2024-08
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair Mayor Laura Cabott	
Committee Members Present	*Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Ted Laking	
Absent	Councillor Michelle Friesen	
	Jeff O'Farrell, City Manager Mélodie Simard, A/Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Travis Whiting, Fire Chief	

\* Indicates electronic participation

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Your Worship, the Public Health and Safety Committee respectfully submits the following report:

**1. Seasonal Preparedness Update – For Information Only**

Administration, joined by Luc Bibeau and Keith Fickling of Yukon Wildland Fire Management (YWFM), provided an update on collaborative preparations for the upcoming wildfire season. Efforts include a media campaign focused on seasonal readiness, an annual review of related plans, exercises that focus on cross-government collaboration, and a FireSmart public education campaign. As requested by Committee members, Administration and the YWFM representatives provided information on current and estimated conditions, fire causes, and the importance of individual readiness.



## Minutes of the meeting of the Corporate Services Committee

Date	April 15, 2024	2024-08
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair Mayor Laura Cabott	
Committee Members Present	*Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Mellisa Murray	
Absent	Councillor Michelle Friesen	
	Jeff O'Farrell, City Manager Mélodie Simard, A/Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Svetlana Erickson, Manager, Financial Services	

\* Indicates electronic participation

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Your Worship, the Corporate Services Committee respectfully submits the following report:

### 1. **Upcoming Procurements (May/June) – For Information Only**

In accordance with the Procurement Policy, the Committee was presented with a bi-monthly update on forthcoming procurement projects with an anticipated value greater than \$100,000 for the period of May and June 2023. Administration provided timelines and additional details on several items such as the Robert Service Campground fire suppression pond, electric vehicle charging stations, and the Selkirk Water Treatment Facility.

### 2. **Election Procedures Bylaw**

The *Municipal Act* regulates the conduct of municipal elections and requires Council to establish election procedures by bylaw specific to the City of Whitehorse. The proposed Elections Bylaw 2024-11 outlines procedures and regulations for conducting the primary election and any subsequent by-elections for the 2024-2028 term of Council, and addresses several issues including appointment of a returning officer, establishing the

duties and honorariums paid to election officials, providing for the use of an electronic list of electors and dispensing of the Board of Revision, enabling voting methodologies, and allowing the use of tabulators to count votes. Administration clarified the procedure on establishing the voters list and responded to concerns raised by some Committee members on allowing internet voting.

**The Recommendation of the Corporate Services Committee is**

THAT Bylaw 2024-11, a bylaw to regulate the 2024 municipal election in the City of Whitehorse, be brought forward for consideration under the bylaw process.

**3. Adjust June Cycle of Council – FCM Travel**

The 2024 Annual Conference and Tradeshow of the Federation of Canadian Municipalities is being held in Calgary from June 6 – 9, 2024. To allow for return travel for the five members of Council who are attending and to ensure quorum, it was proposed to reschedule the June 10, 2024 Standing Committee meeting to June 11, 2024, as allowed in the Council Procedures Bylaw.

**The Recommendation of the Corporate Services Committee is**

THAT Council direct that the Council meeting scheduled for June 10, 2024, be rescheduled to Tuesday, June 11, 2024.

**4. New Business – Coroner’s Inquest**

A Committee member acknowledged the ongoing Yukon Coroner’s inquest and recognized the impact on those participating.



## Minutes of the meeting of the City Planning Committee

Date	April 15, 2024	2024-08
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair Mayor Laura Cabott	
Committee Members Present	*Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Mellisa Murray	
Absent	Councillor Michelle Friesen	
Staff Present	Jeff O'Farrell, City Manager Mélodie Simard, A/Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Mathieu Marois, Senior Planner, Planning Services Darcy McCord, Senior Planner, Planning Services Peter Duke, Manager, Planning Services	

\* Indicates electronic participation

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Your Worship, the City Planning Committee respectfully submits the following report:

### 1. **Supplemental Information Report – Copper Ridge Development Area Master Plan**

As requested by Council at the Regular Council meeting of March 25, 2024, a supplemental report with additional information on the Copper Ridge Development Area Master Plan was prepared and presented. Analysis was completed on the intersection of the proposed Zoning Amendment Bylaw 2024-16 of Housing-Related amendments with the proposed development, and the impacts of revising the concept to include additional greenspace.

Administration responded to questions from Committee members on the maximum number of units allowed. Discussion occurred on the potential of amending the greenspace to be specified as a treed section, to which Administration provided that such an amendment would require another round of public input; however, it was confirmed that this type of condition could be brought forward at a later date in the development process.

**The Recommendation of the City Planning Committee is**

THAT Council approve the amended Copper Ridge Development Area Master Plan, a document providing guidance and a framework for the future development of YG Lots 518 and 519 and City of Whitehorse Lot 520.

**2. Public Hearing Report – Zoning Amendment – Housing-Related Amendments**

The Committee was presented with a summary of submissions received for the Public Hearing held March 25, 2024, regarding the proposed Bylaw 2024-16, a collection of housing-related Zoning amendments. Twenty-one written submissions were received and four people spoke at the Public Hearing. The report responded to concerns on topics such as the character of existing neighbourhoods, impacts to property value, wildfire and environmental impacts, and parking and traffic issues. Administration provided information on initiatives from similar municipalities and on the criteria of the Housing Accelerator Fund.

**The Recommendation of the City Planning Committee is**

THAT Council direct that Bylaw 2024-16, a bylaw to amend the Zoning Bylaw to allow for a wider range of opportunities for residential development, be brought forward for second and third reading under the bylaw process.

**3. Zoning Amendment – Municipal Services Building**

A Zoning Amendment to 4210 4th Avenue was presented to ensure that following the demolition of the Municipal Services Building, the future development includes a residential use. As requested by Committee members, Administration provided proposed timelines, and information on the eventual disposition process including engagement with First Nation Governments.

**The Recommendation of the City Planning Committee is**

THAT Council direct that Bylaw 2024-25, a bylaw to amend the zoning at 4210 4th Avenue, be brought forward for consideration under the bylaw process.

**4. Public Hearing Report – Zoning Amendment – Mining Activities**

The Committee was presented with a summary of submissions received for the Public Hearing held March 11, 2024, regarding the proposed Bylaw 2024-23 a Zoning Bylaw amendment for mining activities within the City. Seven written submissions were received and fifteen people spoke at the Public Hearing. The report addressed several concerns including legislation, water contamination, wildlife and recreation impacts, additional costs and delays, the City's capacity and expertise, and the return of the application fee. Administration provided information on proposed alternatives and confirmed that there are other regulators overseeing mining activities within the city. Additional details were provided on engagement with the First Nation Governments and the status of ongoing mining exploration activities.

**The Recommendation of the City Planning Committee is**

THAT Council direct that Bylaw 2024-23, a bylaw to ensure that there is a public process and Council decision on all mineral exploration and mineral development activities within city limits, be brought forward to second reading and defeated; and THAT Council direct that the application fee be returned to the applicant per section 15.2.7 of the Zoning Bylaw.

**5. Notice of Motion – Councillor Laking – Downtown School**

Councillor Ted Laking presented a Notice of Motion to bring forward at the Regular Council meeting on April 22, 2024, on ensuring that there continues to be an elementary school in downtown Whitehorse.

**6. Delegate Skeeter Wright – City Development Permits**

Delegate Skeeter Wright encouraged good governance and shared examples of legal issues caused by the City's poor planning or by not following bylaws. The delegate urged Council and the City to be more careful when considering the ramifications of a proposed action.

There being no further business the meeting adjourned at 9:22 P.M.

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Laura Cabott, Mayor

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Corporate Services

## Motion

**TO:** Council

**From:** Councillor Ted Laking

**Date:** April 22, 2024 – Regular Council Meeting

**Re:** Motion – Downtown School

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I, Councillor Ted Laking, having given notice at the Standing Committee meeting held April 15, 2024, now move as follows:

**WHEREAS** Whitehorse is experiencing record growth and the downtown core is expected to see significant growth as a result; and

**WHEREAS** sections 8.8 to 8.14 of Whitehorse's Official Community Plan speak to the importance of schools as important assets that support the vitality of neighbourhoods; and

**WHEREAS** section 8.10 specifically states that future school locations should be distributed throughout the community in a manner that reflects demand, allows convenient access for students, and does not negatively impact the surrounding areas or overall transportation network; and

**WHEREAS** the Government of Yukon has announced its intentions to move École Whitehorse Elementary School from downtown to the Takhini Subdivision;

**THEREFORE, BE IT RESOLVED THAT** the Government of Yukon ensure that there continues to be an elementary school in downtown Whitehorse.



**CITY OF WHITEHORSE**  
**BYLAW 2024-25**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the redevelopment of the Municipal Service Building site for commercial and residential uses.

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

1. Section 10.6 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.6.7 i) as follows:
  - “j) Amended Parcel C Plan Number 65281 CLSR, located at 4210 4<sup>th</sup> Avenue in the Downtown area, is designated CM2x(j) with the special modifications being:
    - (1) Commercial uses are not permitted above the first storey, except for home-based businesses in residential uses; and
    - (2) Any commercial use must be accompanied with the development of an allowable residential use.
    - (3) The maximum height is 30 m.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a portion of Amended Parcel C Plan Number 65281 CLSR from CM2-Mixed Use Commercial 2 to CM2x(j)-Mixed Use Commercial 2, modified as indicated on Attachment 1 and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

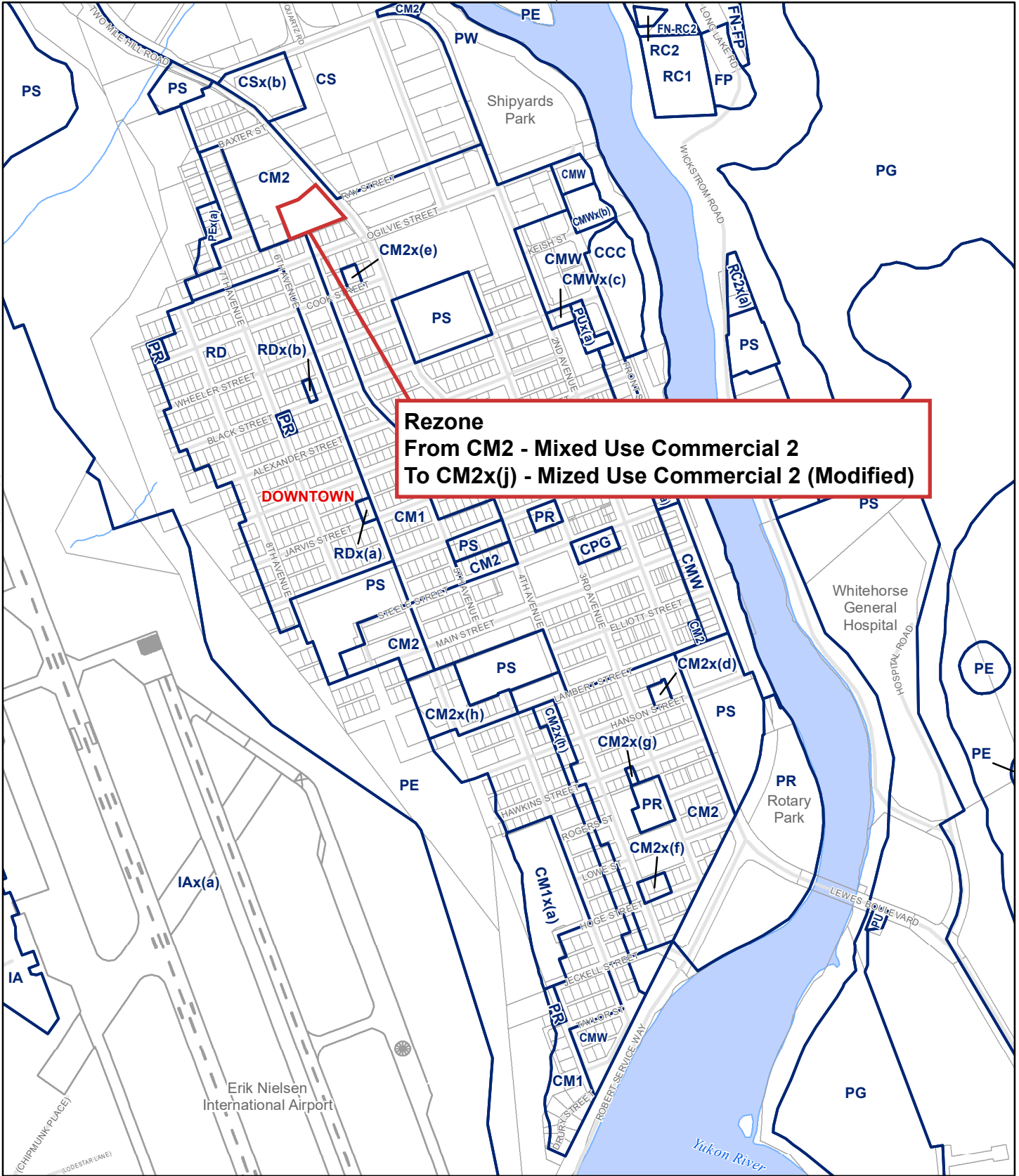
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Laura Cabott, Mayor

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Corporate Services

Map 11



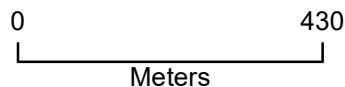
**Rezone**  
**From CM2 - Mixed Use Commercial 2**  
**To CM2x(j) - Mized Use Commercial 2 (Modified)**

Map 14

Map 18

Map 16

Where a letter appears in brackets following a zoning designation, e.g. RSx(a), the letter corresponds to the 'special restrictions' subsection for that zone.



Consolidation date:  
June 15, 2023

Projection: NAD 1983 UTM Zone 8

**CITY OF WHITEHORSE**  
**BYLAW 2024-11**

A bylaw to establish regulations and procedures for the 2024 municipal election.

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WHEREAS section 53 of the *Municipal Act* provides that Council may by bylaw regulate the conduct of an election;

AND WHEREAS section 56 of the *Municipal Act* provides that Council shall by bylaw:

- (a) appoint a returning officer to be responsible for the administration of the election or public vote;
- (b) establish the place for making nominations;
- (c) establish places that are reasonably accessible to electors who are physically incapacitated at which polls will be held if a poll is required and, subject to section 85, set hours during which polls shall be open;
- (d) appoint deputy returning officers as required, or delegate to the returning officer the power to appoint deputy returning officers; and
- (e) otherwise arrange for the holding of the election or public vote.

AND WHEREAS in accordance with sections 53 and 56 of the *Municipal Act*, the City will in each election year bring forward an elections procedures bylaw to otherwise regulate the conduct of the municipal election with procedures and precautions to ensure that each elector votes only once in the Election;

AND WHEREAS voter information obtained from Elections Yukon pursuant to sections 60(1) and (2) of the *Municipal Act* is sufficient to meet the needs of the 2024 municipal election in the City of Whitehorse, and negates the need for a Board of Revision;

AND WHEREAS section 58 of the *Municipal Act* provides that Council may by bylaw provide for special ballots and provide the method by which a person may request a special ballot;

AND WHEREAS section 104(1) of the *Municipal Act* provides that Council may by bylaw provide for the taking of votes of the electors by voting machines, vote recorders or automated voting systems, or other devices; and

AND WHEREAS section 146.01 of the *Municipal Act* provides that Council shall set a time to fill vacancies on Council through a by-election;

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

**SHORT TITLE**

1. This bylaw may be cited as the "**Election Procedures Bylaw**".

# Election Procedures Bylaw 2024-11

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## INTERPRETATION

2. In this bylaw,

“BY-ELECTION” means an election, other than a general election, that must be conducted upon the arising of a vacancy on Council.

“CANDIDATE” means a person running for office in an Election.

“CITY” means the Corporation of the City of Whitehorse.

“COUNCIL” means the elected Council of the City.

“ELECTION” means the 2024 municipal election and any By-elections that may occur during the 2024-2028 term of Council.

“ELECTION OFFICIALS” means the Returning Officer and Alternate Returning Officer appointed pursuant to this bylaw, and also includes Senior Deputy Returning Officers, Deputy Returning Officers, Poll Clerks, Poll Attendants, Revision Officers, Tabulator Operators and Standby Election Officers appointed and sworn in by the Returning Officer to assist with the conduct of the election, all as further described under section 8 of this bylaw.

“ELECTOR” means a person qualified to vote in the Election pursuant to section 48 of the *Municipal Act*.

“ELECTOR INFORMATION” means the necessary information for internet voting in the municipal election sent by the Returning Officer to registered Electors in accordance with this bylaw.

“IDENTIFICATION” means documentation that verifies that the Elector is the person whose name appears on the List of Electors or the person applying to be included on the List of Electors. Such identification shall include the birthdate of the Elector and a current residential address.

“INTERNET BALLOT” means an image of a ballot on a screen of a personal computing device, including all the choices available to an Elector and the spaces in which an Elector marks their vote.

“INTERNET VOTING PROVIDER” means the vendor retained on behalf of the City to provide the Internet Voting System.

“INTERNET VOTING SYSTEM” means the entire system including, but not limited to, hardware, programming, and processes, provided by the Internet Voting Provider that allows an Elector to remotely mark an Internet Ballot and vote online in the 2024 municipal election and By-Elections.

“LIST OF ELECTORS” means the list of registered Electors being used by the City in the Election.

“MOBILE INSTITUTIONAL POLL” means a poll that has been established under this bylaw in order that Electors may cast their votes while residing in a hospital or extended care facility.

# Election Procedures Bylaw 2024-11

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“MOBILE SPECIAL BALLOT POLL” means a poll that has been established under this bylaw in order that Electors may cast their votes by special ballot if they are incapable of attending at a poll by reason of physical incapacity or their attendance at Whitehorse Correctional Centre.

“TABULATOR” means a device that scans marked paper ballots, interprets voter marks on the paper ballot, and safely stores and tabulates each vote from each paper ballot.

3. Except as otherwise provided in this bylaw the Election shall be conducted in accordance with the provisions of Part 3 of the *Municipal Act*.

## AUTHORIZATION

4. The City Manager, Returning Officer, or designate is hereby authorized to enter into agreements with various agencies or service providers for assistance in the conduct of the Election.

## ELECTION OFFICIALS

5. The City Manager is hereby delegated the responsibility for appointing a Returning Officer for the 2024 municipal election and any By-elections that may occur during the 2024-2028 term of Council.
6. The City Manager is hereby delegated the responsibility to appoint an Alternate Returning Officer who is authorized to act in the absence of the Returning Officer or as otherwise required by the Returning Officer in their sole discretion.
7. The Returning Officer is hereby delegated the authority to appoint Election Officials in sufficient numbers to assist in the conduct of the Election. Election Officials so appointed will include, without limitation, Senior Deputy Returning Officers, Deputy Returning Officers, Revision Officers, Poll Clerks, Poll Attendants, Tabulator Operators and Standby Election Officers.
8. The role of the following election officials are defined as follows:
  - (1) “ALTERNATE RETURNING OFFICER” means the person appointed under this bylaw to assist the Returning Officer in the administration of the Election.
  - (2) “DEPUTY RETURNING OFFICER” means a person who has been appointed and sworn in by the Returning Officer to oversee a polling station during the Election and ensure that rules and procedures are followed at that polling station. The Deputy Returning Officer will also ensure that registration tasks including verification of eligibility, form completion, and entry into the List of Electors are completed.
  - (3) “POLL ATTENDANT” means a person who has been appointed to provide information and support at a polling place.

# Election Procedures Bylaw 2024-11

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- (4) "POLL CLERK" means a person who has been appointed and sworn in by the Returning Officer or Deputy Returning Officer to support the administration of the voting at each polling station.
  - (5) "RETURNING OFFICER" means the person appointed under this bylaw to be responsible for the administration of the Election. The Returning Officer will be delegated the responsibility to modify voting procedures, as long as the integrity of the vote is maintained.
  - (6) "REVISION OFFICER" means a person who has been appointed and sworn in by the Returning Officer to support the administration of the voting at a polling place by completing registration tasks including verification of eligibility, form completion, and entry into the list of Electors. Revision Officers may be employed at registration kiosks prior to normal polling dates if such kiosks are established by the Returning Officer.
  - (7) "SENIOR DEPUTY RETURNING OFFICER" means a person appointed and sworn in by the Returning Officer to oversee a polling place at which more than one Deputy Returning Officer is working.
  - (8) "STANDBY ELECTION OFFICER" means a person trained to provide election operations continuity in the event of no-shows, relief, or additional capacity requirements on polling days. Persons hired as standby election officers shall be sworn in by the Returning Officer and employed as required for partial or full periods when polls are open for advance polls and on polling day.
  - (9) "TABULATOR OPERATOR" means a person who has been appointed and sworn in by the Returning Officer to operate the tabulator at a polling place.
9. During their employment for the Election, Election Officials shall refrain from any active or public support for, or criticism of, any candidate running in the Election.
10. Senior Deputy Returning Officers will be appointed for each polling place where more than one Deputy Returning Officer is working. The additional responsibilities of Senior Deputy Returning Officers will include:
- (1) Overseeing the setup of the polling place;
  - (2) Setup and activation of the Tabulator at the opening of the poll;
  - (3) Shutdown of the Tabulator at the close of the poll, ensuring the security of the results card, and reporting the results of the poll to the Returning Officer;
  - (4) Supervision of the Tabulator operator while the poll is open;
  - (5) Supervision of Revision Officers and Poll Attendants assigned to work at a polling place and tasked with registration duties, door-keeping, crowd control and other miscellaneous responsibilities;
  - (6) Overseeing the closing of the polling place and the secure return of the ballot box, results card and Tabulator to the Returning Officer; and
  - (7) Such further and other duties as may be assigned to them by the Returning Officer or their designate.

# Election Procedures Bylaw 2024-11

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11. Standby Election Officers will be hired to provide continuity in the event of no-shows, relief or additional capacity requirements. Standby Election Officers will:
- (1) Be trained to take over the position of a Deputy Returning Officer, Revision Officer, Poll Clerk, Tabulator Operator, or Poll Attendant as required;
  - (2) Report for duty on polling day as assigned by the Returning Officer for a minimum of three hours or until they are reassigned;
  - (3) Assist with the set-up at their assigned polling place;
  - (4) Be available for call back during all the hours the polls are open;
  - (5) If assigned to take over the position of an Election Official, or called back after the initial work, be paid for the day at the rate of the position assigned rather than at the standby rate; and
  - (6) Such further and other duties as may be assigned to them by the Returning Officer or their designate.
12. The following honorariums shall be paid to persons acting as Election Officials on polling day and advance polls:

<b>Position</b>	<b>Per day</b>	<b>Notes</b>
Senior Deputy Returning Officer (SDRO)	\$400.00	
Deputy Returning Officer (DRO)	\$315.00	
Poll Clerk (PC)	\$275.00	
Revision Officer (RevO)	\$275.00	
Tabulator Operator (TA)	\$275.00	
Poll Attendant (PA)	\$260.00	
DRO (Institution Poll)	\$23.00 per hour	Paid for a minimum of 4 hours
PC (Institution Poll)	\$21.00 per hour	Paid for a minimum of 4 hours
Standby Election Officers (SEO)	\$75.00	Based on 3 hours at the polling place; if the SEO covers another position, pay is adjusted to reflect that position's pay.

13. In addition to the honorarium above, Election Officials will receive a \$70.00 honorarium for time spent in training based on a maximum of four hours.
14. Election Officials appointed pursuant to section 6 of this bylaw may be employed on more than one polling day, and therefore are eligible to work at advance polls as well as at a regular poll on polling day.

# Election Procedures Bylaw 2024-11

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## NOMINATION PLACE AND TIME

15. Tuesday, 10<sup>th</sup> of September 2024 is hereby established as the designated date when nominations will open to prospective candidates for the 2024 municipal election. Candidate packages will be available at City Hall.
16. Thursday, 26<sup>th</sup> of September 2024, between the hours of 10:00 a.m. and 12:00 noon, is hereby established as the designated date and time where the Returning Officer shall receive the candidates' nomination papers for the 2024 municipal election. The Returning Officer shall have the delegated power to determine a designated date to receive the candidates' nomination papers for any By-election.
17. Council Chambers in City Hall, located at 2121 Second Avenue, or alternate location as determined by the Returning Officer is hereby designated as the place where the Returning Officer shall receive the candidates' nomination papers.
18. Notwithstanding sections 15 and 16 of this bylaw, candidates may arrange an appointment with the Returning Officer to file nomination papers between the date of the nomination notice issued under the *Municipal Act* and 10:00 a.m. on the nomination day designated under this bylaw.
19. Notwithstanding sections 15 and 16 of this bylaw, candidates for a By-election may arrange an appointment with the Returning Officer to file nomination papers between the date of the By-election nomination notice issued under the *Municipal Act* and 10:00 a.m. on the nomination day determined by the Returning Officer for the By-election.

## POLLING DAY

20. Polling day for the 2024 municipal election shall be Thursday, October 17, 2024. Subsequent By-elections may be held as authorized by Council resolution in accordance with section 146.01 of the *Municipal Act*.

## ELECTRONIC LIST OF ELECTORS

21. The City will use an electronic List of Electors for the Election. In accordance with a Memorandum of Understanding between the City and Elections Yukon, an electoral district based on City boundaries will be created in the VoterView software used by Elections Yukon, and this software will be updated in September 2024 for use by the City in the 2024 municipal election.
  - (1) The electronic List of Electors will be an alphabetical list for the entire City;
  - (2) When an Elector is duly identified at any polling station and is subsequently provided with a ballot, said Elector shall be marked on the List of Electors as having voted, and the electronic list will be updated at all polling places to show that the said Elector has already voted;



# Election Procedures Bylaw 2024-11

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- (3) To facilitate the use of an electronic List of Electors, all polling places will be established in places with Wi-Fi or internet-based connectivity;
- (4) In the event of a power failure, some polls may be temporarily closed until power is restored; and
- (5) In the event that power is unable to be restored in a timely manner, some polls may remain closed, and Electors will be directed to an alternate polling place. The List of Electors will be manually updated to ensure that it accurately reflects the names of Electors who have already voted until the power is restored or until the close of the polls.

22. Pursuant to the provisions of section 60(2) of the *Municipal Act*, and section 21 above, the requirement for a Board of Revision is dispensed of.

## IDENTIFICATION OF ELECTORS

23. Electors will be required to produce identification at the poll, when applying for a special ballot and when requesting Elector Information for Internet Voting to verify that they are the person whose name appears on the List of Electors.
24. If the elector does not have photo ID such as a driver's license or general identification card, two other pieces of identification showing the Elector's name and address shall be deemed acceptable provided that at least one of the alternate pieces of identification:
  - (1) shows the Elector's date of birth; and
  - (2) provides proof of residency in the City.
25. If an Elector's official identification shows only a post office address, the Elector will be required to produce additional documentation to show that they have a residential address in the City.
  - (1) In the event that an Elector does not have documentation to show that they have a residential address in the City, an Elector may still be issued a ballot provided that they sign a solemn declaration of their residential address and their qualification as an Elector in accordance with the *Municipal Act*.
26. For the purposes of this bylaw,
  - (1) For proof of identity and/or date of birth, the following documents will be deemed acceptable if it is valid and not expired:
    - (a) Canadian birth certificate;
    - (b) Canadian passport;
    - (c) Citizenship and Immigration Canada documents;
    - (d) Secure Certificate of Indian Status card;
    - (e) Yukon driver's license; or
    - (f) Yukon general identification card.

## Election Procedures Bylaw 2024-11

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- (2) For proof of Whitehorse residency, any one of the following current documents will be deemed acceptable as long as it shows the full residential address of the Elector:
  - (a) A banking statement or a stamped banking profile from a bank with a physical branch located within the City;
  - (b) A bill showing a service location address (for example, a City utilities bill, an ATCO Electric bill or a Northwestel bill);
  - (c) A City property tax notice;
  - (d) A credit card statement;
  - (e) Employment confirmation, signed and on company letterhead;
  - (f) An income tax return or notice of assessment from the Canada Revenue Services (for the current year or within 2 years);
  - (g) Mortgage documentation;
  - (h) A signed residential tenancy agreement; or
  - (i) Social assistance benefit confirmation.
  
27. If an Elector's birth certificate, valid passport or other such identification document does not reflect the Elector's name as shown on the List of Electors, additional documentation will be required for proof of identity. In most instances, and subject to the discretion of the Election Officials, the proof of residency documents permitted under this bylaw in conjunction with one or more of the identity documents permitted under this bylaw will be sufficient to establish identification under the Bylaw. For greater certainty:
  - (1) Minor discrepancies in spelling, as determined by Election Officials in their sole discretion, between documents will not invalidate an elector's documentation.
  - (2) In the event that proof of identity or residency documents are deemed invalid by Election Officials, electors may still be issued a ballot provided that they sign a solemn declaration that they qualify as an Elector.
  
28. Electors whose names do not appear on the List of Electors may be sworn in at the poll, as follows:
  - (1) Electors who do not have the required identification and whose name does not appear on the List of Electors may be issued a ballot provided that:
    - (a) they sign a solemn declaration that they are an Elector, and
    - (b) they are accompanied by an Elector whose name appears on the list of electors and who:
      - (i) provides the required identification; and
      - (ii) vouches for the Elector by signing a solemn declaration that the said Elector is eligible to vote in accordance with this bylaw and the *Municipal Act*.

# **Election Procedures Bylaw 2024-11**

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- (2) A registered Elector may vouch for the eligibility of no more than one unregistered Elector in each Election.

## **MEANS OF VOTING**

29. Electors will be able to vote through paper ballots and internet voting subject to procedures established by the Returning Officer for the municipal election and By-elections.
30. Internet Ballots shall be an electronic ballot accessed by an Elector using the Internet Voting System that shall include the names of each Candidate listed in the order determined at the close of the nomination period.
31. Paper, Special and Internet Ballots shall include a designated voting space next to each Candidate's name.

## **POLLING PLACES**

32. The Returning Officer shall establish, in their sole discretion, polling places in various areas of the City suitable for public assembly.
33. Polling places established in accordance with this bylaw shall be in premises of convenient access, including access for persons with disabilities.
34. A sign identifying the polling place shall be maintained in place outside each polling place during the time that the poll is open.
35. Private voting compartments shall be provided for the use of Electors in marking their ballots, along with a writing surface and a pen.

## **HOURS OF THE POLLS**

36. Except as otherwise provided in this bylaw, regular polls shall be open on polling day between the hours of eight o'clock in the morning and eight o'clock in the afternoon (8:00 a.m. to 8:00 p.m.). However, for greater certainty hours of other polls may vary:
  - (1) If a poll is established under this bylaw at the Whitehorse General Hospital, it shall be open for some period between the hours of 8:30 a.m. and 5:30 p.m.
  - (2) Polls established at care homes, and other similar institutions, shall be open for limited hours in accordance with a schedule arranged in advance by the Returning Officer, in their sole discretion, in consultation with staff at such institutions.
37. Election staff attending at polls established under sections 36(1) and 36(2) of this bylaw will collect all ballots cast at those polls in a ballot box and deliver the sealed ballot box to the Returning Officer. Such ballot boxes will be opened following the close of the polls and the ballots will be scanned by a Tabulator as the means of counting the votes. These ballots will be included in the tally of votes from mobile polls.

# Election Procedures Bylaw 2024-11

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## SPECIAL BALLOTS

38. Electors may apply for a special ballot, which shall be available from the office of the Returning Officer as of the 27<sup>th</sup> day of September 2024. The Returning Officer has sole discretion to determine whether an Elector meets the eligibility requirements for a special ballot in accordance with section 58 of the *Municipal Act*.
39. A special ballot poll shall be established by the Returning Officer and located on City controlled premises. This special ballot poll will be open from 8:30 a.m. to 4:30 p.m. every business day from September 27<sup>th</sup> to and including October 16<sup>th</sup>, 2024.
40. The special ballot poll established under this section of the Bylaw shall be open on polling day, October 17<sup>th</sup>, 2024, from 8:30 a.m. until 2:00 p.m. to serve Electors who have identified themselves as being at personal risk if their name or address is disclosed.
41. Special ballots issued by the Returning Officer to Electors must be returned to the Returning Officer by no later than 2:00 p.m. on polling day in order to be counted.
42. An Elector who applies for and receives a special ballot is deemed to have voted when the special ballot has been issued, and the List of Electors shall be marked to indicate that the Elector has already voted. This includes an Elector to whom a special ballot has been mailed.
43. An Elector who applies for and receives a special ballot shall return the ballot to the Returning Officer or deposit the ballot in a designated drop box by no later than 2:00 p.m. on the polling day for the Election. Under no circumstances may an Elector take a special ballot to a polling station on polling day and vote in person using that special ballot, and the Returning Officer retains the discretion not to count any special ballot so used.
44. Secure drop boxes shall be put in place at designated City controlled premises for the collection of special ballots. Such drop boxes will be clearly identified as collection sites for special ballots. An additional drop box may be deployed if deemed necessary at the discretion of the Returning Officer.
45. Electors who have received a special ballot may return their ballot by depositing it in one of these designated special drop boxes.
46. Special ballots may be mailed to Electors who indicate that they require the ballot to be mailed to them. It shall be the responsibility of the Elector to ensure that such ballots are returned to the Returning Officer by no later than 2:00 p.m. on the polling day for the Election.
47. Mobile Special Ballot Polls, as determined by the Returning Officer in their sole discretion, will be available to Electors incapable of attending a poll by reason of physical incapacity or to those in correctional facilities. Mobile Special Ballot Polls will not be available on the polling day for the Election.

# **Election Procedures Bylaw 2024-11**

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48. Electors applying for Mobile Special Ballot Polls because of physical incapacity will be subject to approval by the Returning Officer in their sole discretion.

## **ADVANCE POLL**

49. Any Elector may vote at an advance poll.
50. Advance polls shall be established by the Returning Officer at City controlled premises on Thursday, October 10<sup>th</sup>, 2024, between the hours of 8:00 a.m. and 8:00 p.m.

## **INTERNET VOTING INFORMATION**

51. Data from the electronic List of Electors will be utilized to provide the Internet Voting Provider with necessary Elector data.
52. The Internet Voting Provider will prepare the Elector Information according to instructions from the Returning Officer.
53. The Elector Information will include all of the information Electors require to cast their vote using the Internet Voting System, including, without limitation, the Uniform Resource Locator (URL) for the voting site, an Elector ID number, a voting PIN for use by an Elector to access the Internet Voting System, and any other information deemed necessary by the Returning Officer.
54. Elector Information will be emailed by Elections Yukon to eligible Electors who request Elector Information for the purpose of internet voting.

## **INTERNET VOTING PROCEDURE**

55. Electors will be able to cast their Internet Ballot using the Internet Voting System from September 27<sup>th</sup> until Election day. Approval of applications for internet voting will be suspended from 7:59 AM until 8:01 PM during the advance poll on October 10<sup>th</sup>, and receipt of applications will end at 7:59 AM on polling day, October 17<sup>th</sup>.
56. The voting website shall be hosted by the Internet Voting Provider and will be accessible through the URL provided to Electors in the Elector Information.
57. At the opening of the voting period, the Returning Officer shall ensure that the total votes for all Candidates are zero in the Internet Voting System and open the vote.
58. Voters entering the voting website will be required to:
  - (1) enter their Elector ID number;
  - (2) enter their voting PIN;
  - (3) enter their date of birth in the format indicated by the Returning Officer;
  - (4) complete a captcha challenge;
  - (5) read and accept the mandatory declaration and offences statements;
  - (6) complete their ballot according to the instructions provided by the Internet Voting System;

# Election Procedures Bylaw 2024-11

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- (7) prior to casting their ballot, Electors will be provided an opportunity to review their vote and/or modify their selection; and
  - (8) cast their ballot.
59. An Elector will not be able to cast more than one ballot.
60. Once an Elector has selected to cast their ballot according to the Internet Voting System instructions, they will no longer be able to make any further changes to their vote. All ballots, once cast, shall be encrypted and stored according to the Internet Voting System's design and protocols. The Internet Voting System will provide the Elector with notification that voting is complete and their ballot was successfully cast.
61. Electors who have cast their ballot will not be able to re-enter the Internet Voting System. With the successful casting of their ballot, the Elector ID and voting PIN shall be disabled and the Elector will be recorded as having voted.

## MOBILE INSTITUTIONAL POLLS

62. Mobile Institutional Polls may be established to attend at care homes, including without limitation Copper Ridge Place and Whistle Bend Place, at which electors who reside in the said institutions may cast their vote.
- (1) Electors who work at or may be visiting at an institution where a mobile poll has been established may cast their votes at such mobile polls.
  - (2) If care homes are closed to the public during the election period, the Returning Officer is delegated the authority to arrange with the individual care homes to allow residents and staff to vote by special ballot. Arrangements may include training staff within the location to assist residents with their forms and voting as required.
63. Except as provided in section 62 of this bylaw and in relevant provisions of the *Municipal Act*, mobile polls shall be conducted in the manner provided by the *Municipal Act* for the conduct of other polls in an election.
64. Election staff attending at mobile polls will secure all ballots cast at those polls in a ballot box and deliver the sealed ballot box to the Returning Officer. Such ballot boxes will be opened following the close of the polls and the ballots will be scanned by a tabulator as the means of counting the votes cast at the mobile polls.

## VOTING SECRECY AND INTERFERENCE

65. The Returning Officer will be responsible for maintaining the secrecy of paper ballots and special ballots. The Returning Officer and the Internet Voting Provider will be responsible for maintaining the secrecy of internet voting.
66. The Internet Voting Provider shall ensure that the Internet Voting System maintains the secrecy of voting.
67. No person shall interfere or attempt to interfere in a municipal election by obtaining or attempting to obtain:

# Election Procedures Bylaw 2024-11

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- (1) a paper or special ballot that belongs to another Elector;
  - (2) an Elector ID number and/or voting PIN that belongs to another Elector; or
  - (3) an Elector ID number and/or voting PIN when not eligible to do so because they are not an Elector or they have already voted.
68. No person shall interfere or attempt to interfere with an Elector while in the process of voting unless expressly requested and authorized by the Elector.
69. No person shall obtain or attempt to obtain information about how an Elector intends to vote or has voted.
70. Any Election Official requested by an Elector to assist them with voting is required to maintain the secrecy of the vote cast by the Elector and shall vote according to the instructions and wishes of the Elector.

## TABULATOR SYSTEM

71. The City will use a poll-based ballot scanning and tabulation system for the 2024 municipal Election and for future Elections and By-elections.
72. A paper ballot will be marked by the Elector and then scanned by a Tabulator.
73. One ballot will be used for the Election of one Mayor and up to six Councillors. In the event that Council opts to include referendum or plebiscite questions at the time of the Election, such questions may be included on that same ballot.
74. At each poll, Electors will mark their selections on a paper ballot by filling in the voting targets next to their choices.
75. The Elector will insert the completed paper ballot into a secrecy folder and return the folder with the ballot inside to the Tabulator Operator.
- (1) In the presence of the Elector (if desired) the Tabulator Operator will insert the ballot into the Tabulator. The secrecy folder ensures the security of the ballot. The Tabulator will:
    - (a) Scan the ballot;
    - (b) Indicate that the ballot was read correctly, and may, if desired, also indicate if the ballot is valid;
    - (c) Redundantly store and tally the results; and
    - (d) After the polls have closed, print cumulative totals of all votes cast.

## COUNTING PROCEDURES

76. A results tally and reporting module will be installed on computer at City Hall. This module will integrate Election results, including:
- (1) Results for each contest at each poll; and
  - (2) Contest overview results.

# Election Procedures Bylaw 2024-11

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77. Reports from the results tally and reporting module will be generated based on filter fields including:
  - (1) Contest (Mayor, Councillor, plebiscite, etc.);
  - (2) Tabulator identifier;
  - (3) Polling location; and
  - (4) Counting group (the number of polls at the polling location).
78. Following the close of the polls, the Senior Deputy Returning Officer at each polling location will direct the Tabulator Operator to print a paper tape from the Tabulator showing the preliminary results. The paper tape will be printed in the presence of, and immediately delivered to, the Senior Deputy Returning Officer.
79. Following the close of the polls, each Tabulator's memory card will be physically delivered to City Hall. Thereafter each memory card will be inserted into a memory card reader attached to the results tally computer.
  - (1) The results files will be loaded into the results tally module and consolidated results will be verified, tabulated and published; and
  - (2) Consolidated results will be published for public review via results reports in PDF format or an internet-based real-time graphical report display.

## RECOUNT PROCEDURES

80. In the event of a recount, the Tabulators will be used to speed up the process, but the paper ballots will be available to be counted and examined.

## BY-ELECTIONS

81. Council shall pass a resolution for the scheduling of a By-election no earlier than 30 days and no later than 45 days after any event that results in a vacancy on Council, such as:
  - (1) resignation of the Mayor or one or more Councillors;
  - (2) upon the death of the Mayor or a Councillor; or
  - (3) if the Mayor or a Councillor is disqualified for a violation of one of sections 193.04 or 195(1)(a) of the *Municipal Act*.
82. A resolution for the scheduling of a By-election will not be required if the vacancy of the Mayor or one more Councillors occurs after the first day of February in an election year.
83. If Council is not able to meet quorum as a result of vacancies after the month of February in an election year, Council shall pass a resolution for the scheduling of a By-election.

## USE OF CITY ADVERTISING SPACE DURING AN ELECTION



# Election Procedures Bylaw 2024-11

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84. During an election, a limited number of advertising spaces may be available in City facilities and on City transit buses for fees as established in the Fees & Charges Bylaw. Space for advertisements may be purchased on a first-come, first-served basis for a fee provided that they:

- (1) Conform to the [Canadian Code of Advertising Standards](#);
- (2) Comply with the laws, statutes, regulations and bylaws in force in the Yukon;
- (3) Clearly and visibly state “This advertisement was paid for by (name of candidate or sponsor)”; and
- (4) Clearly and visibly state, “*The opinions expressed in this advertisement or by the sponsor of this advertisement do not in any way represent the opinions of, and are not endorsed by, the City of Whitehorse*”.

## BYLAW REPEAL

85. Bylaw 2018-01, including all amendments thereto, is hereby repealed.

## COMING INTO FORCE

86. This bylaw shall come into full force and effect on and from the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

*ORIGINAL BYLAW SIGNED BY:*

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Laura Cabott, Mayor

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Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2024-16**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for a wider range of opportunities for residential development;

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

1. Section 2 of Zoning Bylaw 2012-20 is hereby amended by modifying the existing definitions in subsection 2.2 of “GARDEN SUITE”, “HOUSING, DUPLEX”, “HOUSING, SINGLE DETACHED”, “HOUSING, TOWNHOUSE”, “HOUSING, TRIPLEX”, and “LIVING SUITE” to read as follows:

“GARDEN SUITE” means a secondary dwelling unit located on a lot where the principal use is single detached, duplex, triplex, or townhouse housing.”

“HOUSING, DUPLEX” means two dwelling units in a single building side by side or above and below each other. Each duplex unit may contain up to two living suites.”

“HOUSING, SINGLE DETACHED” means a detached building that may contain one principal dwelling unit and up to two living suites, including modular homes but excluding mobile homes.”

“HOUSING, TOWNHOUSE” means three or more side-by-side dwelling units in a single building, sharing common interior walls and each having a private ground oriented entrance. Each townhouse unit may contain up to two living suites.”

“HOUSING, TRIPLEX” means three individual dwelling units in a single building, each having a private ground oriented entrance. Each triplex unit may contain up to two living suites.”

“LIVING SUITE” means a separate, self-contained, dwelling unit within a single detached house, or duplex, triplex, or townhouse unit.”

2. Section 6 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 6.7.1 d) and renumbering the remaining subsections accordingly.
3. Section 6 of Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 6.7.1 f), 6.7.1 g), and 6.7.1 h) to read as follows:

“6.7.1 Garden suites, when permitted, shall:

- f) be limited to up to two suites per lot;
- g) have a minimum setback of 1.0 m from the principal building; and
- h) have a maximum of 60 m<sup>2</sup> gross floor area on the second storey in urban residential areas.”

4. Section 6 of Zoning Bylaw 2012-20 is hereby amended by modifying existing section 6.7.2 to read as follows:

“6.7.2 When permitted, garden suites may be located in the front, side, or rear yard.”

5. Section 6 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 6.7.3 and renumbering the remaining subsections accordingly.

6. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.7.4 to read as follows and renumbering the remaining subsections accordingly:

“6.7.4 The minimum setbacks for garden suites in the RC1 and RC2 zones shall be the same as the setbacks applicable to the principal uses in each zone.”

7. Section 6 of the Zoning Bylaw 2012-20 is hereby amended to delete existing subsection 6.7.5, subsection 6.7.6, and subsection 6.7.7, and renumbering the remaining subsections accordingly.

8. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.7.5 to read as follows and renumbering the remaining subsections accordingly:

“6.7.5 The minimum setbacks for garden suites in urban residential areas are as follows:

- a) The front yard setback shall be the same as the setback applicable to principal uses in each zone;
- b) For garden suites under 4.5 m in height, the minimum required side and rear yard setbacks are 1.5 m. One of the side yard setbacks may be reduced to 0.6 m when the garden suite is located in the side or rear yard;
- c) For garden suites 4.5 to 7.0 m in height, the minimum side and rear yard setbacks required are 1.5 m;
- d) Notwithstanding section 6.7.5 a) and b), the minimum rear yard setback for garden suites with lane access is 0.6 m. The rear yard setback for garden suites without lane access may also be reduced to 0.6 m, at the discretion of the Development Officer, if the rear lot line is adjacent to a public right-of-way or undeveloped or publicly owned land such as greenbelt, parks, schools, etc.; and

- e) In no case shall the side yard setback for a garden suite be 0 m.”

9. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.7.6 to read as follows and renumbering the remaining subsections accordingly:

“6.7.6 When side or rear yard setbacks are reduced to less than 1.5 m, the following applies:

- a) building entryways and doorways are prohibited on the side of the building facing the reduced side yard setback, unless it is adjacent to a lane;
- b) windows are placed so as to minimize overlook onto adjacent properties; and
- c) the development complies with any other additional provisions a Development Officer deems necessary to preserve the privacy of adjacent properties.”

10. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.8 to read as follows:

“6.7.8 Garden suites may be permitted where a living suite or garden suite is established, up to a maximum of two living or garden suites in any combination on a single parcel (e.g., two garden suites, two living suites, or one of each), unless otherwise specified in this bylaw.”

11. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.9 to read as follows:

“6.7.9 Garden suites shall have unobstructed pedestrian access to a street frontage and a parking area to the satisfaction of a Development Officer.”

12. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.10 to read as follows:

“6.7.10 Garden suites shall only be permitted where the principal use is single detached housing, duplex, triplex, or townhouse housing.”

13. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.11 to read as follows:

“6.7.11 Garden suites must be maintained on the same parcel as a principal dwelling.”

14. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.13.1 to read as follows:

“6.13.1 Living suites shall conform to the following regulations:

- a) living suites may not exceed more than 100 m<sup>2</sup> gross floor area, including basement floor area; and
- b) living suites are only permitted in a single detached house, duplex, triplex, or townhouse unit, unless otherwise specified in this bylaw.”

15. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.13.2 to read as follows:

“6.13.2 Living suites may be permitted where a garden suite is established, up to a maximum of two living or garden suites in any combination on a single parcel (e.g., two living suites, two garden suites, or one of each), unless otherwise specified in this bylaw.”

16. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 6.13.3 and renumbering the remaining subsections accordingly.

17. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.13.4 to read as follows:

“6.13.4 Living suites shall have unobstructed pedestrian access to a street frontage and a parking area to the satisfaction of a Development Officer.”

18. Section 7 of the Zoning Bylaw 2012-20 is hereby amended by modifying the existing rows titled “Housing, Apartment\*”, “Housing, Multiple (excluding apartments)\*”, and “Living and Garden Suites” in Table 7.3.6 a) Residential Parking Requirements to read as follows:

Housing, Apartment*	1	Dwelling unit	1	Up to 930m <sup>2</sup> GFA	1 per building
	1 visitor	7 dwelling units	1	Over 930m <sup>2</sup> GFA	
Housing, Multiple (excluding apartments)*	1	Dwelling unit	N/A	N/A	1 per building
	1 visitor	7 dwelling units	N/A	N/A	
Living and Garden Suites	1	2 living or garden suites	N/A	N/A	N/A

19. Section 7 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 7.3.8 to read as follows and renumbering the remaining subsection accordingly:

“7.3.8 Residential uses in the CC, CM1, CM2, CN, CNC, and CN2 zones are exempt from providing off-street visitor parking and loading spaces.”

20. Section 7 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 7.6.3 to read as follows:

“7.6.3 In a residential zone, off-street parking spaces:

- a) may be located within a driveway with a 1.0 m setback from the front property line or exterior side property line; and
- b) shall not be located in an interior side yard setback adjacent to a public thoroughfare (lane, trail, etc.), unless the parking area is screened from view by either fencing or landscaping.”

21. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.1.6 a) to read as follows and renumbering the remaining subsections accordingly:

“9.1.6 Other Regulations

- a) A maximum of one living suite or one garden suite shall be permitted.”

22. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.2.6 a) to read as follows and renumbering the remaining subsection accordingly:

“9.2.6 Other Regulations

- a) A maximum of one living suite or one garden suite shall be permitted.

23. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.3.2 b) to read as follows:

“9.3.2 Principal Uses

- b) housing: multiple, residential care homes”

24. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.3.6 a) to read as follows:

“9.3.6 Other Regulations

- a) the minimum number of units per building is three.”

25. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.3.6 c) and renumbering the remaining subsections accordingly.

26. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 9.5.3 e) to read as follows:

“9.5.3 Secondary Uses

- e) living suites”

27. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.5.6 d) and renumbering the remaining subsections accordingly.

28. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.6.1 to read as follows:

“9.6.1 Purpose

To provide a comprehensive development zone for compact fee-simple single detached, duplex and multiple housing that is developed as part of a complete neighbourhood.”

29. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.6.2 b) to read as follows:

“9.6.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

30. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.6.5 b), 9.6.5 c), and 9.6.5 j) to read as follows:

“9.6.5 Development Regulations

- b) the minimum lot area for single detached, duplex, and multiple housing is 320 m<sup>2</sup>.  
c) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 275 m<sup>2</sup>.  
j) the minimum rear yard setback is 11.0 m for the principal building, except:  
(1) in the case that the principal building is one storey, the rear yard setback may be reduced to 6.0 m, or  
(2) if more than one dwelling unit is provided, the rear yard setback may be reduced to 3.0 m.”

31. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.6.6 b) to read as follows:

“9.6.6 Other Regulations

- b) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

32. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.6.6 a) and 9.6.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.6.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.  
b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a

separate, fee simple lot) cannot build up to four dwelling units, but can provide up to two suites.”

33. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.7.2 b) to read as follows:

“9.7.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

34. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.7.5 c), and 9.7.5 d) to read as follows:

“9.7.5 Development Regulations

- c) the minimum lot area for single detached, duplex, and multiple housing is 490 m<sup>2</sup>.  
d) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 390 m<sup>2</sup>.”

35. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.7.5 d) and renumbering the remaining subsections accordingly.

36. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.7.6 b) to read as follows:

“9.7.6 Other Regulations

- b) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

37. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.7.6 a) and 9.7.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.7.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.  
b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate, fee simple lot) cannot build up to four dwelling units, but can provide up to two suites.”

38. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing



subsection 9.8.1 to read as follows:

“9.8.1 Purpose

To provide a zone for single detached, duplex, and multiple housing on urban lots with a broad range of residential related uses.”

39. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.8.2 b) to read as follows:

“9.8.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

40. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.8.5 b), 9.6.5 c), and 9.6.5 d) to read as follows:

“9.8.5 Development Regulations

- b) the minimum lot area for single detached, duplex, and multiple housing is 400 m<sup>2</sup>.  
c) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 337 m<sup>2</sup>.  
d) the maximum site coverage is 35%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.”

41. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.8.6 b) to read as follows:

“9.8.6 Other Regulations

- b) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

42. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.8.6 a) and 9.8.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.8.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.  
b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate, fee simple lot) cannot build up to four dwelling units,

but can provide up to two suites.”

43. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.9.3 d) and 9.9.3 f) to read as follows and renumbering remaining subsections accordingly:

“9.9.3 Secondary Uses

- d) garden suites
- f) living suites”

44. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.11.5 c) to read as follows:

“9.11.5 Development Regulations

- c) the minimum lot area is 360 m<sup>2</sup>.”

45. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.11.6 a) to read as follows:

“9.11.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.”

46. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.11.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.11.6 Other Regulations

- b) Lots with a dwelling unit that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate fee simple lot) cannot build up to four dwelling units, but can provide up to two suites.”

47. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.14.1 to read as follows:

“9.14.1 Purpose

To provide a zone for single detached, duplex, and multiple housing on larger urban serviced lots with a restricted range of associated uses.”

48. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.14.2 b) to read as follows:

“9.14.2 Principal Uses

- b) housing: single detached, duplex, multiple”

49. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding a new subsections 9.14.3 b) and 9.14.3 d) to read as follows and renumbering the

remaining subsections accordingly:

“9.14.3 Secondary Uses

- b) garden suites
- d) living suites”

50. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.14.4 b), 9.14.4 c), 9.14.4 f), and 9.14.4 h) to read as follows:

“9.14.4 Development Regulations

- b) the minimum lot area is 700 m<sup>2</sup>.
- c) the maximum site coverage is 35%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.
- f) the minimum side yard setback is 3.0 m on one side and 1.5 m on the other side. The minimum side yard setback may be reduced to 1.5 m on both sides if more than one dwelling unit is provided.
- h) the minimum rear yard setback is 6.0 m except on a corner lot. The minimum rear yard setback may be reduced to 3.0 m if more than one dwelling unit is provided.”

51. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.14.5 a), 9.14.5 b), and 9.14.5 c) to read as follows:

“9.14.5 Other Regulations

- a) All housing developments shall install a hard-surfaced driveway, walkway, and complete landscaping of the front yard in accordance with section 5.5.2.8 of this bylaw within one year of issuance of the occupancy permit. Where a lot fronts on two streets, the landscaping standard shall apply to both frontages.
- b) Occupancy approval shall not be granted for any housing until the building exterior has been completed.
- c) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

52. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.14.5 a) to read as follows and renumbering the remaining subsections accordingly:

“9.14.5 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.”

53. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.15.1 to read as follows:

“9.15.1 Purpose

To provide a zone for a range of single detached, duplex, and multiple housing on urban lots with a broad range of residential related uses.”

54. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.15.2 b) to read as follows:

“9.15.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

55. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsections 9.15.5 e), 9.15.5 f), and 9.15.5 m) and renumbering the remaining subsections accordingly.

56. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.15.5 c), 9.15.5 d), 9.15.5 g), and 9.15.5 j) to read as follows:

“9.15.5 Development Regulations

- c) the minimum lot area for single detached, duplex, and multiple housing is 462 m<sup>2</sup>.
- d) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 372 m<sup>2</sup>.
- g) the maximum site coverage is 40%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.
- j) the minimum rear yard setback is 3.0 m on one side and 1.5 m on the other side except that:
  - (1) where there is access to the rear of the lot by a lane, the side yard setback requirement may be reduced to 1.5 m on both sides; and
  - (2) in the case of a side-by-side duplex on separate, adjacent lots, one side yard setback may be reduced to zero and the other shall be 3.0 m; and
  - (3) where more than one dwelling unit is provided, the side yard setbacks may be reduced to 1.5 m on both sides.”

57. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.15.6 c) to read as follows:

“9.15.6 Other Regulations

- c) In addition to the regulations listed above, other regulations

may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

58. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.15.6 a) and 9.15.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.15.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
- b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate fee simple lot) cannot build up to four units, but can provide up to two suites.”

59. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.16.2 b) to read as follows:

“9.16.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

60. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsections 9.16.5 e), 9.16.5 f), and 9.16.5 n) and renumbering the remaining subsections accordingly.

61. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.16.5 c), 9.16.5 d), 9.16.5 g), and 9.16.5 j) to read as follows:

“9.16.5 Development Regulations

- c) the minimum lot area for single detached, duplex, and multiple housing is 462 m<sup>2</sup>.
- d) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 372 m<sup>2</sup>.
- g) the maximum site coverage is 40%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.
- j) the minimum rear yard setback is 3.0 m on one side and 1.5 m on the other side except that:
  - (1) where there is access to the rear of the lot by a lane, the side yard setback requirement may be reduced to 1.5 m on both sides; and

- (2) in the case of a side-by-side duplex on separate, adjacent lots, one side yard setback may be reduced to zero and the other shall be 3.0 m; and
- (3) where more than one dwelling unit is provided, the side yard setbacks may be reduced to 1.5 m on both sides.”

62. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.16.6 c) to read as follows:

“9.16.6 Other Regulations

- c) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

63. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.16.6 a) and 9.16.6 b) to read as follows and renumbering the remaining subsections accordingly:

“9.16.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
- b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate fee simple lot) cannot build up to four units, but can provide up to two suites.”

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

**FIRST READING:**

February 26, 2024

**PUBLIC NOTICE:**

March 1, 2024 and March 8, 2024

**PUBLIC HEARING:**

March 25, 2024

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2024-23**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to provide greater oversight over mineral exploration and extraction within city limits;

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

1. Section 2.2 of Zoning Bylaw 2012-20 is hereby amended by adding the definitions of “Mineral Development” and “Mineral Exploration” to read as follows:

*“MINERAL DEVELOPMENT” means the construction of a facility or work for the production of minerals, extraction of a mineral from the land, or treating a mineral that has been extracted from the land.*

*“MINERAL EXPLORATION” means any activity or group of activities undertaken for the sole or principal purpose of assessing land for its suitability for the production of minerals.*

2. Section 3.2.2 a) of Zoning Bylaw 2012-20 is hereby amended to read as follows:

“a) shall receive and decide upon completed applications for development permits, temporary use permits (excepting mineral exploration temporary use permits), and *Certificates of Zoning Compliance*;”

3. Section 4.11 of Zoning Bylaw 2012-20 is hereby amended to add section 4.11.1 f) to read as follows:

“4.11.1 f) temporary use permits for mineral exploration shall be issued by Council according to section 4.8 *Notice of Proposed Conditional Use* and section 4.9 *Conditional Use Decisions*.”

4. Section 11.2.4 of Zoning Bylaw 2012-20 is hereby amended to add “mineral development” and “mineral exploration” as conditional uses of the IH – Heavy Industrial zone to read as follows:

“11.2.4 Conditional Uses

- a) land treatment facilities
- b) mineral development
- c) mineral exploration
- d) natural resource extraction”

5. Section 11.3.4 of Zoning Bylaw 2012-20 is hereby amended to add “mineral

development” and “mineral exploration” as conditional uses of the IQ – Quarries zone to read as follows:

- “11.3.4 Conditional Uses
- a) asphalt plants
  - b) land treatment facilities
  - c) mineral development
  - d) mineral exploration”

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

<b>FIRST READING:</b>	February 12, 2024
<b>PUBLIC NOTICE:</b>	February 16 and February 23, 2024
<b>PUBLIC HEARING:</b>	March 11, 2024
<b>SECOND READING:</b>	
<b>THIRD READING and ADOPTION:</b>	

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Laura Cabott, Mayor

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Corporate Services



**CITY OF WHITEHORSE**

**BYLAW 2024-27**

A bylaw to authorize a lease agreement.  
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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 1<sup>st</sup> day of May, 2024.

**FIRST and SECOND READING:** April 2, 2024

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Laura Cabott, Mayor

\_\_\_\_\_  
Corporate Services

## LEASE AGREEMENT

LEASE AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 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 Council 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, lightning 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 15<sup>st</sup> 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 the 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](mailto: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

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

### DESYCAN

Per: \_\_\_\_\_

Name:

Title: