

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2025-10**

**DATE:** Monday, May 26, 2025  
**TIME:** 5:30 p.m.

**Mayor** Kirk Cameron  
**Deputy Mayor** Anne Middler  
**Reserve Deputy Mayor** Dan Boyd

**AGENDA**

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

**AGENDA** Adoption

**PROCLAMATIONS** Indigenous History Month (June 2025)  
Filipino Heritage Month (June 2025)  
National Pride Month (June 2025)

**MINUTES** Regular Council meeting dated May 12, 2025

**DELEGATIONS**

**PUBLIC HEARING**

**STANDING COMMITTEE REPORTS**

**Public Health and Safety Committee** – *Councillors Middler and Boyd*

**Corporate Services Committee** – *Councillors Boyd and Melnychuk*

1. Civility Policy Amendments

**City Planning Committee** – *Councillors Morris and Middler*

1. Public Hearing Report – Zoning Amendment – Airport Approach Lights Towers

**Development Services Committee** – *Councillors Gallina and Hamilton*

**City Operations Committee** – *Councillors Melnychuk and Morris*

**Community Services Committee** – *Councillors Hamilton and Gallina*

1. Lease Agreement – Frank Slim Building Concession Services
2. Trail Maintenance Policy Updates
3. Trail Development Policy Updates

**NEW AND UNFINISHED BUSINESS**

**BYLAWS**

2025-28	Lease Agreement - Frank Slim Building Concession Services	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2025-16	Zoning Amendment – Airport Approach Light Towers	2 <sup>nd</sup> and 3 <sup>rd</sup> Reading
2025-24	Building and Plumbing Bylaw Amendment – Section 86	3 <sup>rd</sup> Reading

**ADJOURNMENT**



**PROCLAMATION**  
**NATIONAL INDIGENOUS HISTORY MONTH**  
**June 2025**

**WHEREAS** the city of Whitehorse is located on the Traditional Territories of the Kwanlin Dün First Nation and the Ta'an Kwäch'än Council, and Whitehorse strives to be an inclusive community that encourages all residents to reflect, learn and take action in a meaningful way towards Reconciliation; and

**WHEREAS** National Indigenous History Month is an opportunity to increase the visibility of Indigenous contributions, experiences, values, and cultures, and to build understanding between Indigenous and non-Indigenous people; and

**WHEREAS** National Indigenous History Month also serves as a time to acknowledge historical injustices faced by Indigenous peoples, promote a platform for healing, education, and dialogue, and recognize the strength of Indigenous communities that continue to endure;

**NOW THEREFORE I**, Mayor Kirk Cameron, do hereby proclaim the month of June 2025 to be National Indigenous History Month in the City of Whitehorse.

Kirk Cameron  
Mayor



**PROCLAMATION**  
**FILIPINO HERITAGE MONTH**  
**June 2025**

**WHEREAS** Whitehorse and Canada have a significant Filipino population, which represents about 40 per cent of the City's visible minority population; and

**WHEREAS** the Whitehorse Filipino population is active in sport, cultural and community events; and

**WHEREAS** Filipino Heritage Month is an opportunity to celebrate Filipino culture and acknowledge the important role the Filipino community has had in our city's growth;

**NOW THEREFORE I**, Mayor Kirk Cameron, do hereby proclaim the month of June 2025 to be Filipino Heritage Month in the City of Whitehorse.

Kirk Cameron  
Mayor



**PROCLAMATION**  
**NATIONAL PRIDE MONTH**  
**June 2025**

**WHEREAS** despite changes in legislation and societal attitudes, two-spirit, lesbian, gay, bisexual, transgender, queer, intersex, asexual, and other people who identify as part of sexual and gender diverse communities still face violence and discrimination in Canada; and

**WHEREAS** National Pride Month supports and promotes events and activities that help build understanding of the queer and gender diverse community, which subsequently leads to an accepting, diverse and vibrant community; and

**WHEREAS** the City of Whitehorse is committed to supporting and respecting our 2SLGBTQIA+ community members and employees and working to make our community a safe and inclusive space for all;

**NOW THEREFORE I**, Mayor Kirk Cameron, do hereby proclaim the month of June 2025 to be National Pride Month in the City of Whitehorse.

Kirk Cameron  
Mayor

MINUTES of REGULAR Meeting #2025-09 of the Council of the City of Whitehorse  
called for 5:30pm on Monday, May 12, 2025, in Council Chambers, City Hall.

PRESENT: Mayor Kirk Cameron  
Councillors Dan Boyd  
Paolo Gallina  
Jenny Hamilton  
Eileen Melnychuk  
\*Anne Middler  
Lenore Morris

ALSO PRESENT: City Manager Jeff O'Farrell  
Director of Community Services Krista Mroz  
Director of Corporate Services Valerie Braga  
Director of Development Services Lindsay Schneider  
Director of People and Culture Landon Kulych

\* Indicates electronic participation.

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

**CALL TO ORDER**

**AGENDA**

**2025-09-01**

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

Carried Unanimously

**PROCLAMATIONS**

Mayor Kirk Cameron proclaimed May 14, 2025, as Apraxia Awareness Day in the city of Whitehorse, a day for raising public awareness about childhood Apraxia of Speech and encouraging access to services that can help children form clear speech.

Apraxia Awareness Day (May  
14, 2025)

Mayor Kirk Cameron proclaimed May 19 to May 23, 2025, to be Yukon Mining and Geology Week in the city of Whitehorse, a time to provide opportunities to learn about the Yukon's rich geology and the positive impacts mining has had on the community.

Yukon Mining and Geology  
Week (May 19 – 23, 2025)

**MINUTES**

**2025-09-02**

It was duly moved and seconded  
THAT the Minutes of the Regular Council meeting dated April 28, 2025, be adopted as presented.

Carried Unanimously

**PUBLIC INPUT SESSION**

Mayor Cameron advised that a Public Input Session was scheduled at this meeting to hear any submissions with respect to the Conditional Use Application for 122 Copper Road.

Conditional Use Application –  
122 Copper Road

There were no members of the public present to speak, and the Public Input Session for the Conditional Use Application for 122 Copper Road was closed.

Public Input Closed

**COMMITTEE REPORTS**

**Public Health and Safety Committee**

Administration, joined by Keith Fickling, Yukon Wildland Fire Management's Regional Protection Manager for the Southern Lakes Region, provided a verbal briefing to Council on the upcoming wildfire season. The update included precipitation levels, seasonal outlooks, completed and upcoming collaborative prevention and preparation efforts, and the protocols for urgent communication and evacuation. In response to Committee questions, further information was provided on the Mary Lake fire break, ongoing efforts to plant fire-resistant trees, peak wildfire risk periods, intergovernmental coordination, fuel load concerns and wind conditions, and the status of FireSmart initiatives within home ignition zones.

Wildfire Seasonal Briefing –  
For Information Only

As requested by Committee members, Administration confirmed that the Yukon Government regulates the speed limit and signage along the Alaska Highway and commercial vehicle operations in the Yukon. To improve community safety and reduce noise disturbances, Committee members commented that it may be beneficial to consult with the Yukon Government on restricting jake brake usage within city limits and reducing highway speeds near residential areas like Crestview.

New Business – Speed Limits  
and Jake Brakes

Delegate Roger Rondeau presented concerns to Council over the speed limit on the Alaska Highway through Crestview and the allowance of jake brakes within City limits. The delegate noted that the current speed limit on the highway near Crestview poses several safety risks and that both high speed and jake brake usage have resulted in excessive noise levels that disturb residents and visitors.

Delegate Roger Rondeau –  
Crestview Speed Limits and  
Jake Brakes

**Corporate Services Committee**

**2025-09-03**

It was duly moved and seconded  
THAT Council amend the 2025-2028 Capital Expenditure  
Program by increasing the 2025 Appendix B project  
320c00722 Transit Buses in the amount of \$495,000, funded  
by the Transit Equipment Reserve.

Budget Amendment – 2025  
Transit Buses

Carried Unanimously

**City Planning Committee**

**2025-09-04**

It was duly moved and seconded  
THAT Council direct that Bylaw 2025-19, a bylaw to amend the  
zoning of a 0.81 ha parcel of Commissioner's land from FP –  
Future Planning to ISx – Service Industrial (modified), be  
brought forward for second and third reading under the bylaw  
process.

Public Hearing Report –  
Zoning Amendment – 92340  
Alaska Highway Lot  
Expansion

Carried Unanimously

**2025-09-05**

It was duly moved and seconded  
THAT Council approve the subdivision of approximately 16.2  
ha of land for the creation of new residential, commercial, and  
public service lots, lanes, roads, greenbelts, walkways, and  
public utility lots, for the areas known as Whistle Bend Phases  
12 and 13, as shown on the proposed subdivision sketches,  
with the following condition:

Subdivision Approval –  
Whistle Bend Phase 12 & 13

“THAT the current development agreement, executed  
on March 6, 2023, be amended to state that all right,  
title, and interest in Proposed Lot H be transferred to the  
City, for nominal value, at the earliest opportunity to  
facilitate the construction of a City firehall.”

Carried Unanimously

A Conditional Use application to allow a 2-storey office building  
at 122 Copper Road was presented. The applicant requires  
approval to develop office space on the ground floor and on  
over half the floor area of the entire building which are listed as  
conditional uses in the CIM zone. The proposed development  
is not expected to have any negative impact on the  
surrounding area and would meet all other relevant  
regulations. A Public Input Session to hear any potential  
concerns from the community has been scheduled on May 12,  
2025.

Conditional Use Application –  
122 Copper Road – For  
Information Only

**Development Services Committee**

**2025-09-06**

It was duly moved and seconded  
THAT Council direct that Bylaw 2025-24, a bylaw to amend the  
Building and Plumbing Bylaw, be brought forward for  
consideration under the bylaw process.

Building and Plumbing Bylaw  
Amendment – Section 86

Carried Unanimously

Delegate Marcus Harden, President of Gladiator Metals,  
presented an operational update to Council on current and  
upcoming projects, and listed the company's achievements  
and its efforts to improve community engagement. As  
requested, the delegate provided additional information on  
mining classifications and procedures, and Gladiator Metals'  
previous projects, employee team, and communication with the  
First Nations Governments.

Delegate Marcus Harden,  
President, Gladiator Metals –  
Whitehorse Copper Project  
Update

**City Operations Committee**

There was no report from the City Operations Committee.

No Report

**Community Services Committee**

**2025-09-07**

It was duly moved and seconded  
THAT Council approve the allocation of \$187,035.05 for  
Recreation Grants as recommended by the Recreation Grant  
Task Force.

Spring Recreation Grant  
Allocations

Carried Unanimously

**BYLAWS**

**2025-09-08**

It was duly moved and seconded  
THAT Bylaw 2025-24, a bylaw to amend the Building and  
Plumbing Bylaw, be given First Reading.

**BYLAW 2025-24**  
Building and Plumbing  
Bylaw Amendment –  
Section 86  
FIRST READING

Carried Unanimously

**2025-09-09**

It was duly moved and seconded  
THAT Bylaw 2025-24 be given Second Reading.

**BYLAW 2025-24**  
Building and Plumbing  
Bylaw Amendment –  
Section 86  
SECOND READING

Carried Unanimously



**2025-09-10**

It was duly moved and seconded  
THAT Bylaw 2025-19, a bylaw to amend the zoning of a 0.81  
ha parcel of Commissioner's land from FP – Future Planning to  
ISx – Service Industrial (modified), be given Second Reading.

Carried Unanimously

**BYLAW 2025-19**

Zoning Amendment –  
92340 Alaska Highway Lot  
Expansion  
SECOND READING

**2025-09-11**

It was duly moved and seconded  
THAT Bylaw 2025-19 be given Third Reading.

Carried Unanimously

**BYLAW 2025-19**

Zoning Amendment –  
92340 Alaska Highway Lot  
Expansion  
THIRD READING

**2025-09-12**

It was duly moved and seconded  
THAT Bylaw 2025-22, a bylaw to provide for a Voluntary  
Financing Program/Local Improvement Charge for the Hillcrest  
Reconstruction Project Phase 1A to recover the cost of the  
private-side infrastructure replacement from participating  
properties, be given Third Reading.

Carried Unanimously

**BYLAW 2025-22**

VFP/LIC – Hillcrest  
Reconstruction Phase 1A  
THIRD READING

There being no further business, the meeting adjourned at 6:10 p.m. **ADJOURNMENT**

\_\_\_\_\_  
Kirk Cameron, Mayor

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



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

Date	May 20, 2025	2025-10
Location	Council Chambers, City Hall	
	Councillor Anne Middler - Chair	
	Mayor Kirk Cameron	
Committee	Councillor Dan Boyd	
Members	Councillor Paolo Gallina	
Present	Councillor Jenny Hamilton	
	Councillor Eileen Melnychuk	
	Councillor Lenore Morris	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	

\* Indicates electronic participation

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

### **1. New Business – Mining Permit Status**

As requested by a Committee member, Administration confirmed that an application has not yet been received for specific proposed mining activities and that the City's role in approval is to confirm that the land use is permitted under the Zoning Bylaw and Official Community Plan.



## Minutes of the meeting of the Corporate Services Committee

Date	May 20, 2025	2025-10
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair	
	Mayor Kirk Cameron	
Committee Members Present	Councillor Paolo Gallina	
	Councillor Jenny Hamilton	
	Councillor Eileen Melnychuk	
	Councillor Anne Middler	
	Councillor Lenore Morris	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	

\* Indicates electronic participation

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

### **1. Civility Policy Amendments**

Administration presented proposed amendments to the Civility Policy meant to provide greater clarity on appropriate participant behaviours, while still allowing Council the tools to operate effective and civil meetings. As requested by Committee members, information was provided on the policy intent, history of public feedback, and the proposed changes. Additionally, Committee members raised a number of minor points for Administration's consideration.

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

THAT Council approve the amendments to the Civility Policy.



## Minutes of the meeting of the City Planning Committee

Date	May 20, 2025	2025-10
Location	Council Chambers, City Hall	
	Councillor Lenore Morris - Chair	
	Mayor Kirk Cameron	
Committee	Councillor Dan Boyd	
Members	Councillor Paolo Gallina	
Present	Councillor Jenny Hamilton	
	Councillor Eileen Melnychuk	
	Councillor Anne Middler	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	
	Mélodie Simard, Manager, Planning and Sustainability Services	

\* Indicates electronic participation

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

### 1. **Public Hearing Report – Zoning Amendment – Airport Approach Light Towers**

The Committee was presented with a summary of the Public Hearing held on March 24, 2025, regarding a proposed Zoning Amendment to allow for the installation of airport approach light towers up to 60m in height. No written submissions were received, and one person spoke at the Public Hearing. The report responded to concerns regarding the development's impact on the nearby motorcycle tracks.

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

THAT Council direct that Bylaw 2025-16, a bylaw to amend the zoning of 100 Robert Service Way, and 2.24 ha of adjacent Commissioner's land, from PS – Public Service to PSx – Public Service (modified), be brought forward at second and third reading under the bylaw process.



## Minutes of the meeting of the Development Services Committee

Date	May 20, 2025	2025-10
Location	Council Chambers, City Hall	
	Councillor Paolo Gallina - Chair	
	Mayor Kirk Cameron	
Committee	Councillor Dan Boyd	
Members	Councillor Jenny Hamilton	
Present	Councillor Eileen Melnychuk	
	Councillor Anne Middler	
	Councillor Lenore Morris	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	

\* Indicates electronic participation

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

### **1. New Business – Water Governance and Stewardship**

As requested by Committee members, Administration noted that the territorial government has primary responsibility for water protection and regulation as outlined in the Umbrella Final Agreements and Yukon Waters Act, and that the City's responsibility is limited to ensuring compliance with municipal legislation. Additional questions were raised regarding the methods and protocols of Yukon Environmental and Socio-economic Assessment Board, the City's permit approval process, water quality testing procedures, and the possibility of the City becoming more involved in protecting water.

### **2. Delegate Tory Russell, Yukoners Concerned – Water Security**

Delegate Tory Russell, representing Yukoners Concerned, presented to Council about how drilling and mining activities can negatively impact community drinking water. The delegate advocated for the City to require scientific assessments before approving mining permit applications and to open communications with other governments to ensure water safety is maintained.

**3. Delegate Spence Hill – Protection of Water**

Delegate Spence Hill raised concerns that water protection regulations are not thorough enough to adequately ensure the safety of the water sources that residents rely on. The delegate urged the City to take primary responsibility in water protection by regulating harmful activities and leading a collaborative effort to establish a source water protection plan.



## Minutes of the meeting of the City Operations Committee

Date	May 20, 2025	2025-10
Location	Council Chambers, City Hall	
	Councillor Eileen Melnychuk - Chair	
	Mayor Kirk Cameron	
Committee Members	Councillor Dan Boyd	
	Councillor Paolo Gallina	
Present	Councillor Jenny Hamilton	
	Councillor Anne Middler	
	Councillor Lenore Morris	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	

\* Indicates electronic participation

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

### **1. New Business – Road Safety at Rail Crossings**

Committee members noted risks to cyclist and motorist safety due to decommissioned railroad crossings on Second and Fourth Avenue, to which Administration confirmed that potential repair of the areas could be considered during upcoming road maintenance projects.



## Minutes of the meeting of the Community Services Committee

Date	May 20, 2025	2025-10
Location	Council Chambers, City Hall	
	Councillor Jenny Hamilton– Chair	
	Mayor Kirk Cameron	
Committee Members	Councillor Dan Boyd	
	Councillor Paolo Gallina	
Present	Councillor Eileen Melnychuk	
	Councillor Anne Middler	
	Councillor Lenore Morris	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	
	Nick Marnik, Manager, Parks	
	Colby Knowler, Project and Trails Coordinator, Parks	

\* Indicates electronic participation

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

### **1. Lease Agreement – Frank Slim Building Concession Services**

A proposal was presented to enter into a two-year lease agreement with DK Nguyen to provide seasonal food concession services at the Frank Slim Building in Shipyards Park. The services would be provided June 11 to September 30, 2025, and May 1, 2026 to September 30, 2026, at which the lease term is set to expire. Administration provided additional information on standard lease practices, service provider interest, and how the lease differs from other concession service lease.

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

THAT Council direct that Bylaw 2025-28, a bylaw to authorize a lease agreement with DK Nguyen to provide seasonal food concession services at the Frank Slim Building in Shipyards Park, be brought forward for consideration under the bylaw process.



**2. Trail Maintenance Policy Updates**

Administration presented proposed updates to the Trail Maintenance Policy, including clearer definitions, revised roles and responsibilities, updated service levels for Priority A Trails, authority for the Manager of Parks to close trails, housekeeping edits, and the addition of eleven trails. As requested by Committee members, additional information was provided on priority levels, how to provide community input, upcoming map and guide revisions, inspection and maintenance practices, and other relevant policies. A number of suggestions were raised by Committee members for Administration's consideration, primarily regarding the authority over permanent trail closures.

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

THAT Council approve the amendments to the Trail Maintenance Policy.

**3. Trail Development Policy Updates**

Proposed amendments to the Trail Development Policy were presented to better align it with Trail Maintenance Policy. Among minor housekeeping edits, the updates focus on several areas including policy scope and definitions, application and approval processes, agreements and stewardship, standards and requirements, and governance and planning. Administration responded to questions regarding development of paved trails, unauthorized trails and modifications, the application and appeal process, and trail quality standards and evaluation methods.

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

THAT Council approve the amendments to the Trail Development Policy.

**4. New Business – Escarpment Trail**

A Committee member inquired about the status of the trail along the top of the escarpment perimeter. Administration noted that the developer had identified challenges related to the fence line and regulatory requirements and advised that clarification specific to the trail could be requested.

There being no further business the meeting adjourned at 8:04 p.m.

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Kirk Cameron, Mayor

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Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2025-28**

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 June 11, 2025 to and including September 30, 2026;

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 DK Nguyen 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 come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Kirk Cameron, Mayor

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Corporate Services

## LEASE AGREEMENT

LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2025

BETWEEN:

**THE CITY OF WHITEHORSE**

2121 2nd Avenue

Whitehorse, Y1A 1C2

(hereinafter known as "The City")

-AND-

DK NGUYEN

HUU DUNG NGUYEN

310 Wood Street

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 2025-031 for Food Concession Service Shipyards Park and the City selected DK Nguyen'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.

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

**1. DEFINITIONS:**

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

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

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

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

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

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

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

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

## **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 June 11, 2025 and ending on September 30, 2025 and May 1, 2026 to September 30, 2026.

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 June 11, 2025 to September 30, 2025 and May 1, 2026 to September 30, 2026.

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

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

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

## **4. OPERATION OF THE CONCESSION**

4.1 The Lessee shall comply with all statutes, regulations and bylaws, whether federal, territorial or municipal, and in particular the Lessee shall comply with the provisions of the Business Licensing Bylaw.

4.2 The Lessee shall be responsible for maintaining all licenses and permits required for the operation of the concession at his/her own expense. Copies of all documents (business license, environmental health permit, development permit (if required)) shall be submitted to the City fourteen (14) days prior to opening.

4.3 The Lessee shall ensure that wherever possible an adequate staff and/or supervision of responsible adult persons shall be in attendance inside the concession when the concession is open.

- 4.4 The Lessee shall perform all janitorial services related to the concession and concession storage area. The Lessee will also maintain the area immediately surrounding the concession in a clean and litter free condition as required.
- 4.5 The Lessee undertakes and covenants to keep the said premises in good repair. Reasonable wear and tear and damage by tempest, flood, lightening or acts of God, exempted.
- 4.6 The Lessee shall not put up, exhibit, permit or allow to be put up or exhibited in or on the concession area, any sign, notice, notice board, painting, design or advertisement without prior written consent of the City.
- 4.7 The Lessee covenants not to carry on any business on the premises that is offensive, dangerous or a nuisance, nor allow the same to be used for any illegal or immoral purposes; or operate any business other than the sale of food, beverage and consumer related products as proposed.
- 4.8 The Lessee covenants that he/she will not carry on or permit upon the said premises any trade, occupation, suffer to be done or any other thing which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy of such insurance.
- 4.9 The Lessee undertakes to stock sufficient supplies to meet the reasonable requirements of the user at each activity.
- 4.10 The Lessee will not assign the concession or any of the rights or obligations under this Agreement without the prior written consent of the City and such consent shall be at the absolute discretion of the City.
- 4.11 The Lessee shall be responsible for the security of the concession. When the concession is unattended, shutters and doors will be left secured and locked. The Lessee shall be responsible for the cost of any alternations or modifications to the premises, which have been, or may be required to provide a secure concession area, and no such alterations or modifications shall be undertaken without the prior written consent of the City.
- 4.12 The City agrees to supply, at no cost to the Lessee, the costs of utilities for the concession and concession storage area. Services shall be limited to water, sewer, electricity and heating.
- 4.13 The Lessee shall be entitled to retain for his/her own use any profits derived from his/her operation of the concession (which is over and above any commitments made to the City via the tendered documents).

## **5. SUPPLY OF EQUIPMENT**

- 5.1 The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix A, and to adequately provide the services that are reasonably expected from the operation of the concession.
- 5.2 The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate

and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.

- 5.3 The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.
- 5.4 The Lessee agrees to permit access to City maintenance staff for the purpose of maintenance and cleaning of the grease trap on a regular six (6) month basis.
- 5.5 the Lessee agrees to cooperate with regular monthly cleanliness inspections of the Frank Slim Building kitchen facility with the City.

## **6. INSURANCE**

- 6.1 The City agrees to provide, at its expense, insurance coverage for the building and the City owned contents. Coverage shall not include third party liability insurance for the Lessee or contents owned by the Lessee.
- 6.2 The Lessee acknowledges that any coverage beyond the building and content coverage, whether by way of limits or deductible on the City policy, shall be at the expense of the Lessee.
- 6.3 The Lessee shall supply proof and maintain valid insurance under a contract of Comprehensive General Liability Insurance, acceptable to the City of Whitehorse, with a licensed insurer, in an amount of not less than \$3,000,000.00 per occurrence, insuring against bodily injury, including personal injury and property damage, including the loss of use thereof. Such insurance shall name the City of Whitehorse as an additional insured party and extend to include liability assumed under contract and shall precluded subrogation claims by the insurer against the City of Whitehorse, its agents, or employees.
- 6.4 The policy of insurance referred to in the item above shall contain provisions or endorsements respecting complete operations coverage, such coverage shall be expressed to be in effect continuously for a period of at least one year after the acceptance by the City of Whitehorse of the completed services. Any policy applicable to this project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.
- 6.5 The Lessee shall indemnify and save harmless, the City, its servants, employees, agents, licensees and contracting parties from and against all actions, suits, claims, loss, costs, charges, damages, expense and demands which may be made against those parties arising out of the operation of the concession, the consumption of food, beverage, refreshments or the use and occupation of the arena premises.

## **7. PAYMENT**

- 7.1 The parties agree that the Lessee shall pay to the City a monthly sum of \$2,500.00, plus GST.
- 7.2 The parties hereby agree that this agreement is in effect for the period commencing June 11, 2025 to September 30, 2026, 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 2025 for July 2025).
- 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, 2026 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.
39. 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 Parks Supervisor, 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 A, 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 including Appendices the entire agreement 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 23.
- 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 May through the end of September.
- 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:	DK Nguyen
	310 Wood Street
	Whitehorse, Yukon, Y1A 2E7
	Attn: Huu Dung Nguyen
	By email: <a href="mailto:Nguyen.hdung99@gmail.com">Nguyen.hdung99@gmail.com</a>

b) To the City at: 2121 2<sup>nd</sup> Ave  
Whitehorse, Yukon, Y1A 1C2  
Attn: Park Supervisor  
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**

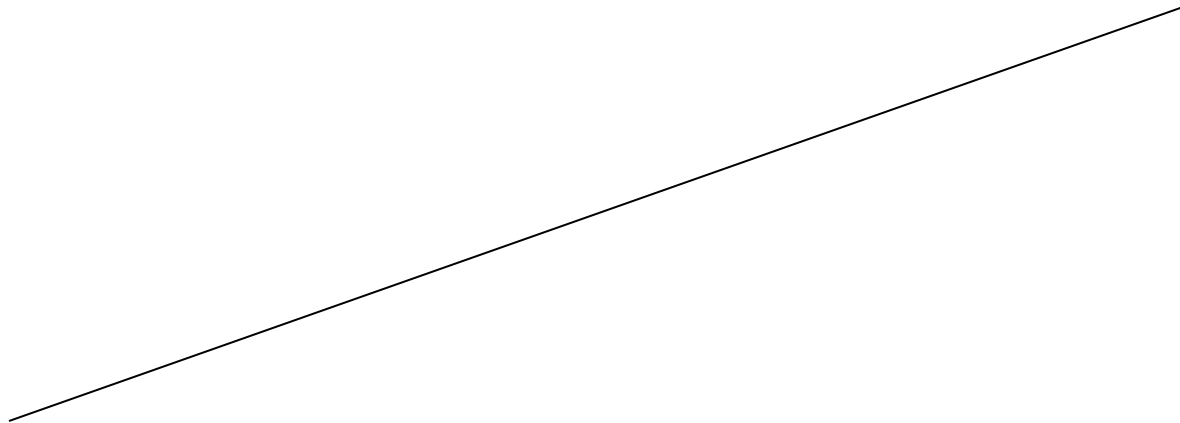
This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Yukon Territory and for the purposes of all legal proceedings; this Agreement shall be deemed to have been performed in the said Territory. If any provisions herein contained shall in any way 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 enure 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**

**DK NGUYEN**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Please Print Name*

Huu Dung Nguyen

\_\_\_\_\_  
*Please Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

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*Date*

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*Signature*

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*Please Print Name*

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*Title*

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*Date*

# **CITY OF WHITEHORSE**

## **BYLAW 2025-16**

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 City of Whitehorse Zoning Bylaw be amended to allow for the development of airport approach light towers of up to 60 m in height at Lot 1267 QUAD 105D/11, Plan 2009-0088 LTO YT, municipally known as 100 Robert Service Way, and 2.24 ha of adjacent Commissioner's land;

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

1. Section 12.4.7 of the Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 12.4.7 e), as follows:

“e) Lot 1267 QUAD 105D/11, Plan 2009-0088 LTO YT, and 2.24 ha of adjacent Commissioner's land is designated PSx with the special modification being that the maximum height for aviation related public infrastructure is 60m.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 100 Robert Service Way from PS – Public Service to PSx(e) – Public Service (Modified) as indicated on Appendix A attached hereto 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:**

February 24, 2025  
March 7 and 14, 2025  
March 24, 2025

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Kirk Cameron, Mayor

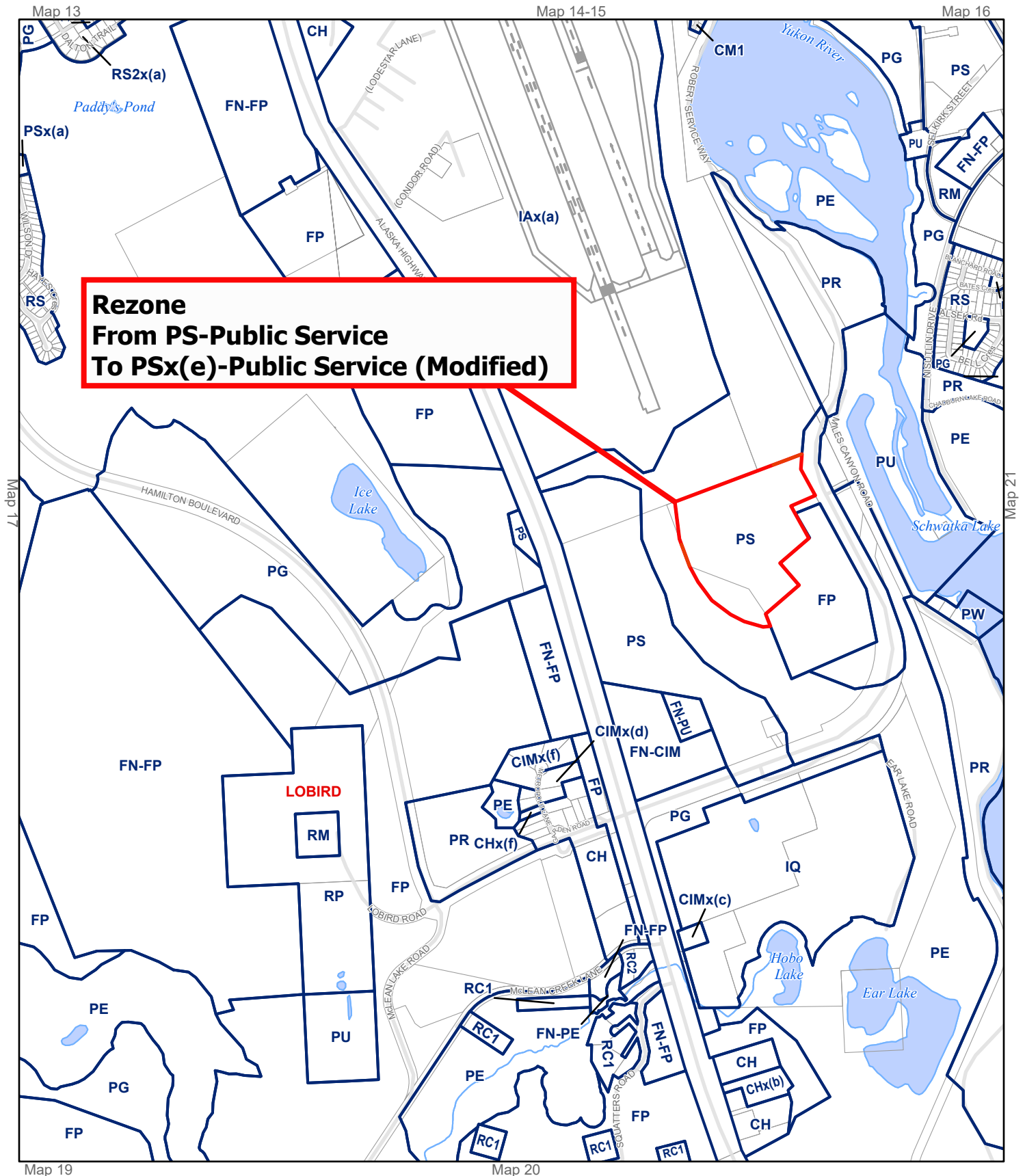
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Corporate Services

# MAP 18

Appendix A, Bylaw Map  
Bylaw 2025-16

AIRPORT, LOBIRD  
ROBERT SERVICE WAY



**Rezone  
From PS-Public Service  
To PSx(e)-Public Service (Modified)**

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.



0 725  
Meters  
Projection: NAD 1983 UTM Zone 8

Consolidation date:  
September 13, 2024



# **CITY OF WHITEHORSE**

## **BYLAW 2025-24**

A bylaw to amend the "Building and Plumbing Bylaw 99-50."

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WHEREAS section 220 of the *Municipal Act* provides that the power to adopt a bylaw or pass a resolution includes the power to amend or repeal the bylaw or resolution unless the Act or any other Act expressly provides otherwise; and

WHEREAS section 265(h) of the *Municipal Act* authorizes a municipal council to pass bylaws respecting the construction, demolition, removal, or alteration of any building or other structure, subject to the Building Standards Act, building standards or codes, and regulation; and

WHEREAS section 266(c) of the *Municipal Act* provides that, without restricting section 265, council may by bylaw provide for a system of licenses, inspections, permits, or approvals; and

WHEREAS the National Building Code sets out modern energy standards for residential buildings; and

WHEREAS the City of Whitehorse sets out similar energy standards in Section 86 of the Building and Plumbing Bylaw; and

WHEREAS it is desirable that City of Whitehorse building requirements be consistent with the National Building Code;

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

1. Section 86 of the Building and Plumbing Bylaw 99-50 is hereby amended by repealing subsection (2) and subsection (3);
2. Section 86(4) is hereby amended to read:

"86. (2) Buildings and additions to which this section applies pursuant to Subsection 86(1), shall meet the following minimum thermal insulation values:";
3. Section 86(4)(d) of the Building and Plumbing Bylaw is amended to read:

"86. (2)(d) "Slabs on ground – RSI 1.8 (R10), but builders shall not be required to extend insulation over concrete footings";
4. The amended clause shall read as follows:

"86. Energy Efficiency

  - (1) This section applies to site and factory built buildings and additions to buildings intended to be occupied during the heating season, excluding residential accessory structures and unheated buildings.

**Bylaw 2025-24**  
**Building and Plumbing Amending Bylaw**

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- (2) Buildings and additions to which this section applies pursuant to Subsection 86(1), shall meet the following minimum thermal insulation values:
- (a) Walls including foundation above and below grade – RSI 4.9 (R28);
  - (b) Ceilings throughout – RSI 10.57 (R60);
  - (c) Floors above unheated spaces – RSI 4.9 (R28);
  - (d) Slabs on ground – RSI 1.8 (R10), but builders shall not be required to extend insulation over concrete footings;
  - (e) Slabs on ground containing radiant heat – RSI 3.5 (R20)
  - (f) Concealed floor space or crawl space from grade – RSI 1.8 (R10);
  - (g) Insulation with a thermal resistance of not less than RSI 1.8 (R10) shall be installed around the perimeter of a building extending not less than 600 mm (2 feet) from the building face immediately above or at footing level;
  - (h) Doors excluding glazing shall have a minimum thermal resistance of RSI 2.1 (R12);
  - (i) Windows and glazing installed shall have a minimum thermal resistance U value of  $1.4\text{W/m}^2\cdot\text{K}$  (R4).
- (3) Alternatives to the insulation requirements of section 86(2) of this bylaw may be determined through the use of energy computer modelling resulting in an equivalent performance.
- (4) Notwithstanding subsections 86(1) to 86(3) of this bylaw, the requirements for minimal thermal insulation values for mobile homes located in areas zoned RP–Residential Mobile Home Park may be determined through the use of energy computer modelling resulting in an EnerGuide Rating System value of 78 or an equivalent value as determined and approved by the authority having jurisdiction.”

This bylaw shall come into full force and effect upon final passage thereof.

**FIRST and SECOND READING:** May 12, 2025

**THIRD READING and ADOPTION:**

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Kirk Cameron, Mayor

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Corporate Services