

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, June 29, 2026 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATIONS

CITY OPERATIONS COMMITTEE – *Councillors Morris and Boyd*

1. New Business

COMMUNITY SERVICES COMMITTEE – *Councillors Gallina and Melnychuk*

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE – *Councillors Boyd and Gallina*

1. New Business

CORPORATE SERVICES COMMITTEE – *Councillors Melnychuk and Middler*

1. Budget Amendment – Asphalt Crack Sealer
2. New Business

CITY PLANNING COMMITTEE – *Councillors Middler and Hamilton*

1. Official Community Plan (OCP) Map and Text Amendment – Mineral Exploration
2. New Business

DEVELOPMENT SERVICES COMMITTEE – *Councillors Hamilton and Morris*

1. Infrastructure Transfer, Operation, and Maintenance Agreement – Ta'an Kwäch'än Council
2. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Lenore Morris

Vice-Chair: Dan Boyd

June 29, 2026

Meeting #2026-13

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Paolo Gallina

Vice-Chair: Eileen Melnychuk

June 29, 2026

Meeting #2026-13

1. New Business

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



Chair: Dan Boyd

Vice-Chair: Paolo Gallina

June 29, 2026

Meeting #2026-13

-
1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Eileen Melnychuk

Vice-Chair: Anne Middler

June 29, 2026

Meeting #2026-13

-
1. Budget Amendment – Asphalt Crack Sealer
Presented By Richard Graham, Manager, Fleet and Transportation
Maintenance
 2. New Business

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: June 29, 2026
RE: Budget Amendment – Asphalt Crack Sealer

ISSUE

Approval of a budget amendment to fund the purchase of a replacement Asphalt Crack Sealer.

REFERENCE

- [Procurement Policy 2020-03](#)
- [2026 - 2029 Capital Expenditure Program](#)

HISTORY

The City's current Asphalt Crack Sealer experienced a catastrophic failure in June 2026 and is not repairable. This unit was purchased in 2002.

ALTERNATIVES

1. Amend the 2026 – 2029 Capital Expenditure Program as recommended; or
2. Refer the matter back to Administration for further analysis.

ANALYSIS

A capital budget amendment is required to fund the replacement of the City's Asphalt Crack Sealer as the unit is not repairable due to an internal containment failure and contamination of the entire hot box and warming system.

As time is of the essence in replacing this piece of equipment, research into options to rent, rent to own and purchase were explored. Rental options are cost prohibitive and rent to own is not advisable due to the seasonal nature of crack sealing.

In order for the City to continue to advance on its crack sealing program which is a cost-effective preventative maintenance process to extend life of asphalt, this budget amendment is required. A new unit could be delivered in approximately 6 weeks.

ADMINISTRATIVE RECOMMENDATION

THAT Council amend the 2026 - 2029 Capital Expenditure Program by adding a new project to fund the replacement of an Asphalt Crack Sealer in the amount of \$150,000, funded by the Equipment Replacement Reserve.

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Anne Middler

Vice-Chair: Jenny Hamilton

June 29, 2026

Meeting #2026-13

-
1. Official Community Plan (OCP) Map and Text Amendment – Mineral Exploration
Presented by Dylan Harris, A/Manager, Planning and Sustainability
Services
 2. New Business

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: June 29, 2026
RE: Official Community Plan (OCP) Map and Text Amendment - Mineral Exploration

ISSUE

An application to amend text and mapping of the Official Community Plan (OCP) to permit limited forms of Mineral Exploration within the Future Planning designation.

REFERENCE

- [Zoning Bylaw 2025-37](#)
- [Whitehorse 2040 Official Community Plan](#)
- [Quartz Mining Act SY 2003, c. 14](#)
- [Yukon Environmental and Socio-economic Assessment Act S.C 2003, c.7](#)
- [Prohibition of Entry on Certain Lands \(City of Whitehorse\) Order O.I.C 2012/145](#)
- [Draft Mineral Exploration and Development Framework](#)
- Applicant's proposed work areas (Map 1)
- [Active Crown Grants / Mineral Claims and Whitehorse 2040 OCP Designations](#) (Map 2)
- General location map of amended areas (Map 3)
- Aerial image of Greenspace to Future Planning-Arctic Chief (Map 4)
- Aerial image of Greenspace to Future Planning-Gem (Map 5)
- Aerial image of Greenspace to Future Planning-Little Chief (Map 6)
- Proposed OCP text amendment as applied for by applicant Bylaw 2026-25 (Attachment 1)
- Proposed OCP text amendment as modified by Administration Bylaw 2026-25 (Attachment 2)
- OCP Map 1 Amendment Bylaw 2026-25 (Attachment 3)
- OCP Map 5 Amendment Bylaw 2026-25 (Attachment 4)

HISTORY

An application was received to amend the OCP to enable limited forms of Mineral Exploration on existing claims within the Future Planning designation. Mineral Exploration is understood as the practice of using a diamond drill to remove core samples from subsurface layers to assess mineral potential. Mineral exploration is one of the first steps in determining if Mineral Development (mining) is viable in a given area.

The applicant has proposed to amend the OCP in three (3) interrelated ways:

1. Creation of new Glossary terms (Attachment 1 and 2) that define:
 - Mineral Exploration;
 - Disturbed Area;
 - Established Access; and
 - Temporary Equipment Access.

2. The addition of new policy within the Future Planning designation that enables limited Mineral Exploration to occur (Attachment 1 and 2).
3. An amendment to OCP Map 1-Greenspace Network Plan and Parks and Map 5 – Land Use Designations to change 0.81 square kilometres of land currently listed as Greenspace to Future Planning (Map 1)

The intent of the proposed amendment is to enable holders of valid mineral tenure to undertake limited scope exploratory drilling within the Future Planning designation provided:

- Exploration occurs within a Disturbed Area; Work areas can be reached using Established Access; and Temporary Equipment Access is utilized to position drilling equipment.

A decision document was issued under the Yukon Environmental and Socio-economic Assessment Act (YESAA) and subsequently approved by Yukon Government that approves Class 3 exploration activities within four target areas for a period of five years within Whitehorse city limits. The proposed amendment will not enable the full scope of Class 3 exploration activities approved by the Government of Yukon. The activities would be both geographically and methodologically limited through proposed policies and mapping changes.

Prohibition of Entry on Certain Lands (City of Whitehorse) Order

Since 2012, entering municipal lands for the purpose of locating a claim, prospecting, or mining for minerals is prohibited on a large portion of the city through the approval of the *Prohibition of Entry on Certain Lands (City of Whitehorse) Order*. No new claims can be staked in the prohibited area; however, there are many stakes that were claimed in the prohibited area prior to the *Order* coming into effect (Map 2). These stakes are grandfathered and do not expire so long as they are kept in good standing. It is these areas, within the proposed work areas, that the applicant wishes to undertake Mineral Exploration through the proposed OCP amendment.

Development Review Committee and Administrative Review

On May 13, 2026 the application was reviewed by the Development Review Committee (DRC). The DRC provided the following comments:

- Careful review of areas being redesignated from Greenspace to Future Planning is required;
- Special attention is required for areas within the Greenspace designation that are also identified as Environmentally Sensitive Areas (ESA);
- Time limits are needed on Temporary Use Permits for Mineral Exploration;
- Concerns were raised regarding long-term rehabilitation of disturbed areas;
- Need to address reclamation of these areas once work is complete;
- The disturbed condition of subject sites may be the result of inadequate reclamation in the past; and
- A new process would rely on more robust oversight and imposition of specific conditions.

Following DRC, Administration met with the applicant to discuss their proposed amendment. Administration requested minor modifications to proposed policies and definitions. Administration also advised that if the applicant wished to undertake Mineral Exploration in all proposed work areas, studies by an environmental professional would be required to consider redesignation of confirmed ESAs.

Based on this information, the applicant revised their application in the following ways:

- Modified definitions as requested;
- Modified proposed policy; and
- Reduced proposed work areas to exclude ESA areas of concern.

Despite these changes, there remains two areas where Administration and the applicant are not in agreement. Administration believes policy 15.4.8 as proposed below, may result in a policy conflict and could limit the City's regulatory capacity related to Mineral Exploration:

- 15.4.7 Where valid mineral tenure exists in good standing within the Future Planning designation, Mineral Exploration activities including associated drill site preparation, clearings, and access may be considered a permitted temporary use where conducted in accordance with applicable territorial legislation, including the Quartz Mining Act and City bylaw, and utilizing Disturbed Areas, Established Access, and/or Temporary Equipment Access as defined in this Plan.*
- 15.4.8 Where a valid authorization has been issued under the Quartz Mining Act for the Mineral Exploration activities described in policy 15.4.7, those activities shall be considered consistent with this policy for the purposes of Temporary Use Permit issuance.*

The applicant has stated proposed 15.4.8 is a critical policy they wish to have considered by Council. Administration has received written comment from the applicant confirming they do not agree with Administration's position that 15.4.8 would result in a policy conflict. The applicant has stated without policy 15.4.8, Mineral Exploration allowances are "...permissive rather than mandatory." Administration's position is that proposed 15.4.8 could create a situation where valid authorization has been issued under the Quartz Mining Act that exceeds allowances granted through City Bylaw as outlined in 15.4.7. As a general rule, land use policies are written to be enabling. Policy language in an OCP does not mandate land use approval, rather it provides direction, contingent upon City policy and bylaw alignment. Administration's recommended changes are consistent with this approach to drafting OCP policy. Administration does not recommend adopting proposed policy 15.4.8, as applied for by the applicant.

Administration has also proposed a minor revision to the applicant's definition of Mineral Exploration as illustrated in bold below:

Mineral Exploration means activities undertaken for the sole or principal purpose of assessing land for its suitability for the production of minerals, including but not limited to drilling and associated drill site preparation, conducted in accordance with a valid

*authorization issued under the Quartz Mining Act or applicable territorial legislation
and City bylaw.*

The applicant has also provided written comment that opposes Administration’s recommendation to modify their definition of Mineral Exploration. The applicant has stated “...proposed definitions are intended to describe the activities and terms used throughout the amendment, while Policies 15.4.7 through 15.4.11 establish the circumstances in which Mineral Exploration may be considered...” They state adding “City bylaw” to the definition results in “..blurring distinction between the definition and the operative policies.” Despite this noted objection, the applicant has proposed including language in the Mineral Exploration definition that ensures alignment with the Quartz Mining Act or applicable territorial legislation. It is Administration’s position that if alignment with Territorial Legislation is explicitly listed in the definition of Mineral Exploration, alignment with a City Bylaw must also be explicitly listed to ensure both Quartz Act and Municipal Act compliance is upheld. Administration does not recommend adopting the applicant’s definition of Mineral Exploration.

Draft Mineral Exploration and Development Framework

Administration is in the process of developing a Mineral Exploration and Development Framework that is intended to more clearly regulate mineral exploration and development within city limits. The Draft Framework was released for public input in February 2026, with the engagement process closing on March 9. The Draft Framework relies on mapped OCP designations and their associated policies to determine the appropriate location for mineral exploration and development. The Draft Framework proposes a “tiered” system to regulate exploration based on land use impact. Broader allowances are given to lower impact forms of exploration. A phase two “What We Heard” report was released to the public on June 5, 2026. It is anticipated that Administration will bring the Draft Framework to Council for consideration in summer / fall of 2026.

The applicant is aware of the Draft Framework but has indicated it does not enable exploration in their desired work areas. The applicant’s proposed work activities align with the Draft Framework subject to the approval of the proposed OCP map amendments. It is the proposed OCP map amendments that will enable exploration in the applicant’s desired work areas.

OCP Amendment Proposed Schedule

The proposed schedule for the OCP amendment is:

Planning Committee:	June 29, 2026
First Reading:	July 6, 2026
Newspaper Ads:	July 10 and July 17, 2026
Public Hearing:	August 10, 2026
Public Hearing Report:	September 8, 2026
Second Reading:	September 14, 2026
Ministerial Review:	November 5, 2026 (assuming full 45-day review period)
Third Reading:	November 9, 2026

ALTERNATIVES

1. Proceed with the proposed OCP amendment as applied for under the bylaw process as outlined in Attachment 1;
2. Proceed with the proposed OCP amendment as modified by Administration under the bylaw process as outlined in Attachment 2; or
3. Do not proceed with the proposed amendment

ANALYSIS

Whitehorse 2040 Official Community Plan (OCP)

The OCP contains general policy statements that reference mining and mineral activity. Currently the OCP does not define Mineral Exploration, nor does it contain policy that explicitly enables Mineral Exploration to occur. The proposed amendment seeks to define Mineral Exploration, write policy that enables Mineral Exploration in the Future Planning designation (Attachment 1), and to redesignate specific Greenspace areas to Future Planning to enable Mineral Exploration to occur (Attachment 2 and 3).

OCP policy in the Greenspace designations is intentionally protectionist. The intent of the Greenspace designation is as follows:

“Greenspaces are intended to protect and maintain the integrity of the environment as described in section 7 Environmental Stewardship, acknowledge and promote connectivity between people and the environment, and support community well-being. Within the Greenspace designation, there will be a mix of parks and related facilities, trails, Regional Parks, and other natural areas.”

Policies that guide development in the Greenspace designation include:

- 15.5.1 *The City is committed to pursuing efforts that preserve the integrity and connectivity of environmentally sensitive areas to keep habitat intact and prevent fragmentation. Areas identified as Greenspace are primarily kept in their natural state, with minimal disturbance or development. The only exception will be for wildfire fuel abatement activities.*
- 15.5.2 *Uses that may be suitable for inclusion in areas designated as Greenspace include, but are not limited to, trails, and parks and related facilities.*
- 15.5.4 *All development in Greenspaces may be subject to environmental or other reports that identify measures required to protect environmentally sensitive areas and avoid or mitigate impacts to Whitehorse’s ecosystems.*
- 15.5.5 *Activities or development proposed in Greenspaces that may impact environmentally sensitive areas will be subject to the policies found under Section 7 Environmental Stewardship.*

Based on the Greenspace policies, it is not appropriate to consider introduction of Mineral Exploration as a land use in areas designated Greenspace. In order to consider Mineral Exploration in the applicant's proposed work areas, a redesignation in the form of OCP map amendment, into a designation that can accommodate Mineral Exploration, is required. As a result, the applicant is proposing to change specific work areas from Greenspace to Future Planning.

In addition to the Greenspace policies, land identified as an ESA is subject to additional policies in the OCP including:

- 7.1 *Environmentally sensitive areas include water bodies, water courses, wetlands, high value habitat areas, and wildlife corridors; these areas are shown generally in Map 1 Greenspace Network Plan and Parks.*
 - 7.1.1 *The City will continue updating mapping of environmentally sensitive areas within the city boundary as new information becomes available.*
 - 7.1.2 *Development will be limited in environmentally sensitive areas. Only uses that are shown as needing to cross an environmentally sensitive area or be in an environmentally sensitive area because they cannot occur elsewhere. These exceptions will be based on the findings of professionally prepared studies or reports.*
 - 7.1.3 *Where a proposed development may have a negative impact on an environmentally sensitive area, the City will work with the appropriate authority to ensure that protective measures and mitigations are implemented.*
 - 7.1.4 *Where development is proposed in environmentally sensitive areas, mitigative measures will be taken to ensure impact to ecosystems is kept to a minimum.*

The applicant is proposing to redesignate select previously disturbed areas from Greenspace / ESA to Future Planning (Attachment 3 and 4). Administration has conducted careful policy and mapping reviews as well as field investigations of these select areas. Field investigations of the specific work areas, in regions known as Arctic Chief, Gem and Little Chief (Map 4, 5 and 6), revealed these sites have been significantly impacted by previous mineral resource activities and / or clear cutting for fire protection. Based on field investigations, and in the opinion of Administration, these areas do not meet the intent of the ESA definition.

As stated in policy 7.1.1, the City will continue to update mapping of ESAs as new information becomes available. It is acknowledged the quality of the City's OCP mapping could be improved, and there are instances where on the ground verification of conditions are warranted to enable accurate land use decisions. Detailed understanding of previously mined or explored areas, presence of existing trails previously used for exploration purposes, and ongoing clear cutting as part of fire protection are new pieces of information that have informed Administration's position regarding ESA mapping boundaries. Given

that the proposed work areas have already been disturbed by previous mineral activities and that fire protection measures have resulted in significant clearing, Administration considers it reasonable to explore redesignating portions of Greenspace/ESA lands without requiring an independent environmental study. Further restrictions on how mineral exploration may proceed, as outlined below, will provide additional mitigation measures should such activities occur.

In addition to identifying Greenspace and ESA lands, The Greenspace Network Plan and Parks map in the OCP illustrates conceptual boundaries of future parks. A portion of the proposed work area is within the conceptual boundary of a future Wolf Creek Park. As stated above, the proposed work areas are largely disturbed from previous activities. Mineral Exploration of this nature is a temporary land use. Consideration of any permanent land use would require further investigation. A planning process will be required to formalize any “conceptual” park boundary currently illustrated in the OCP. Proposed exploration work does not preclude these areas from becoming park space in the future.

The Greenspace Network Plan and Parks map also shows the “conceptual” boundary of Chasàn Chùà Territorial Park. Despite this boundary being formalized through Territorial Legislation, the Greenspace Network Plan and Parks map has not been updated to reflect this change. This change will need to be conducted through a future OCP amendment. None of the proposed work areas subject to this amendment are within the Chasàn Chùà Territorial Park.

Future Planning policies in the OCP states:

- 15.4 *Future Planning Areas are intended to identify areas in the city that may be suitable for future development but need additional planning work to determine their most suitable mix of uses.*
- 15.4.1 *Uses primarily associated with Greenspaces, such as outdoor recreation trails or domestic fuel woodcutting, may be permitted subject to approval by the appropriate authority.*
- 15.4.2 *To preserve Future Planning Areas for future development, limited new uses such as trails and public utilities should be considered.*

The subject amendment proposes to add policies that enables limited forms of Mineral Exploration as an investigative and temporary land use in the Future Planning designation (Attachment 1 and 2). Administration is supportive of using Future Planning as a designation for this purpose as it grants narrow allowances to conduct temporary, exploratory work. Using other enabling designations such as the Natural Resource Extraction designation would enable broader scope, longer-term, and higher impact land uses that may not be appropriate in this context.

Zoning Bylaw

In recognition that mineral exploration functions as a temporary land use, Administration currently enables mineral exploration to be established through a Temporary Use Permit (TUP) in alignment with section 2.13 *Temporary Use Development Permit* in the Zoning

Bylaw. Regulations in section 2.13(1) allow Administration to approve development through a Temporary Use Permit provided it is "...not contrary to the Official Community Plan." If the proposed Future Planning OCP policies were approved, this regulation enables approval of mineral exploration through TUP in the Future Planning designation.

Proposed OCP policy 15.4.9 makes explicit mention that a Temporary Use Permit is required to authorize Mineral Exploration. The proposed policy also enables the renewal of TUPs for Mineral Exploration in accordance with the Zoning Bylaw.

How would this amendment work?

If the proposed amendment were approved, the following process would occur to evaluate and assess an application to undertake Mineral Exploration in the Future Planning designation:

- Confirm that existing mineral tenure in good standing is in place;
- Confirm that the proposed work aligns with the definition of Mineral Exploration;
- Confirm that the work area is within a defined Disturbed Area;
- Confirm that the work area is served by Established Access; and
- Confirm that the drills will be located using Temporary Equipment Access.

If all above criteria are met, the City may issue a TUP subject to standard conditions of approval.

Conclusion

The subject application is in response to an applicant wanting to undertake Mineral Exploration within a specific subset of broader work areas approved by the Yukon Government. As stated above, the proposed work would not be enabled by the Draft Mineral Exploration and Development Framework as proposed work areas are currently within Greenspace designations where Mineral Exploration uses are not allowed.

Upon investigation, these specific work areas have been significantly disturbed by previous mineral, industrial, and wildfire resilience activities. Despite being designated as Greenspace, and in some instances ESA, the on the ground character is different than what current OCP mapping suggests. ESA Policy in the OCP urges caution when contemplating any development activity in these areas. Policy 7.1.1 also commits the City to "continue updating mapping of environmentally sensitive areas within city boundary as new information becomes available." Based on detailed field inspections and careful consideration, Administration believes it is appropriate to consider redesignation of these select work areas.

In addition to the proposed mapping changes that more accurately reflect on-site conditions, newly proposed definitions provide clear limitations on how exploration can occur. Mineral Exploration can only occur in the Future Planning designation if it is within a Disturbed Area, is accessed by an existing road or trail, and low impact drilling techniques are employed.

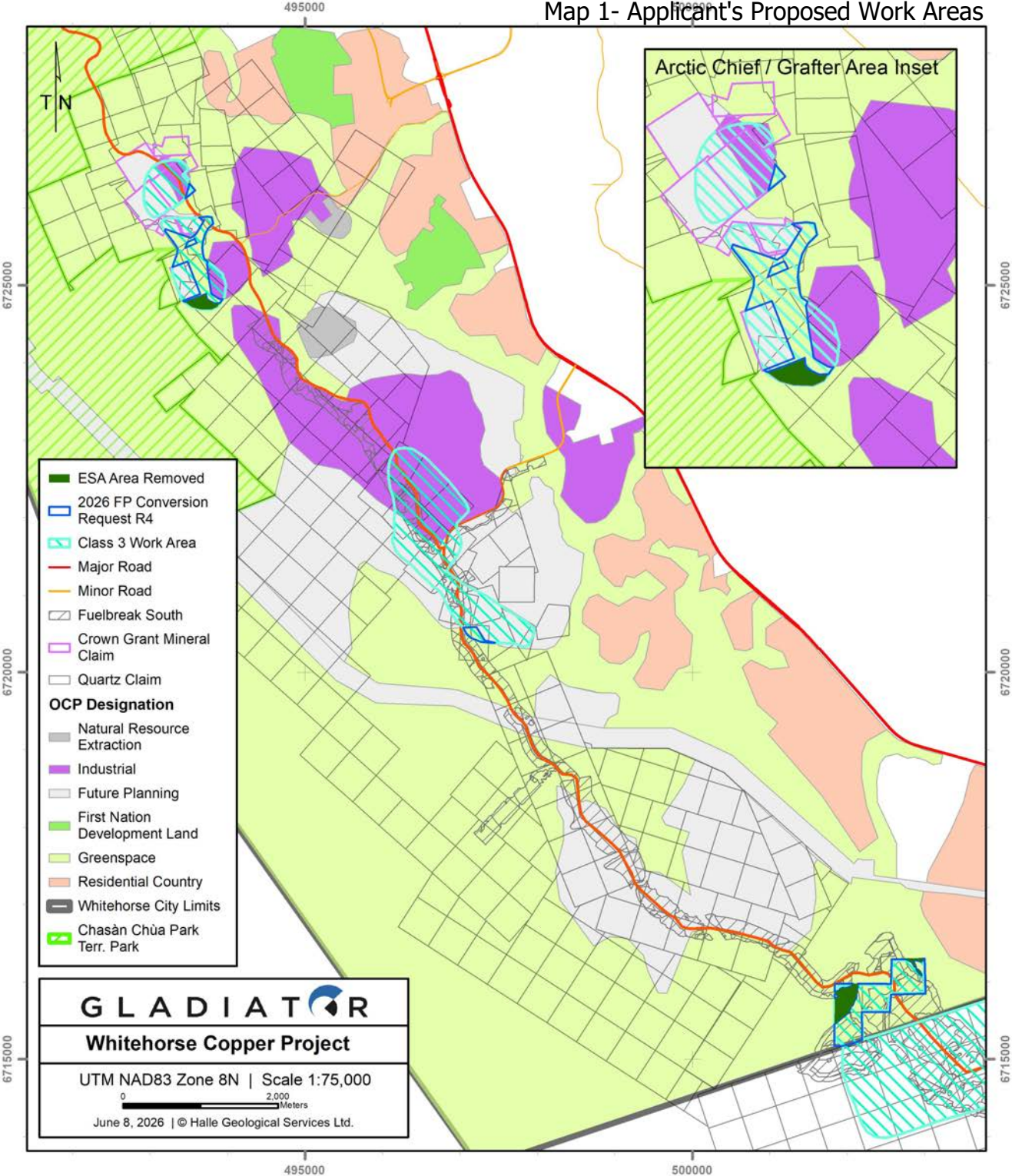
The proposed amendment is consistent with the draft Mineral Exploration and Development Framework. It would enable work equivalent with draft Tier 1 exploration

methods in the draft Framework. This amendment differs from the draft Framework in that it requests to expand the Future Planning designation to select disturbed areas to enable low impact exploration. In this instance, Administration believes limited expansion of the Future Planning designation for this purpose is reasonable. As stated above, Administration does not support adoption of proposed Future Planning policy 15.4.8 given its potential to enable Territorial Government approvals to override OCP policy governing Mineral Exploration. Administration also recommends adding one line to the “Mineral Exploration” definition as described above to ensure City Bylaw has equal regulatory power with Territorial authorization in the context of mineral exploration as a land use. Both recommended changes are illustrated in Attachment 2. Administration is in support of all other aspects of the proposed amendment.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2026-25, a bylaw to amend text and mapping of the Official Community Plan (OCP) to permit limited forms of Mineral Exploration within the Future Planning designation, as modified by Administration and shown on attachments 2, 3 and 4, be brought forward for consideration under the bylaw process

Map 1- Applicant's Proposed Work Areas



- ESA Area Removed
- 2026 FP Conversion Request R4
- ▨ Class 3 Work Area
- Major Road
- Minor Road
- ▨ Fuelbreak South
- ▭ Crown Grant Mineral Claim
- ▭ Quartz Claim
- OCP Designation**
- Natural Resource Extraction
- Industrial
- Future Planning
- First Nation Development Land
- Greenspace
- Residential Country
- ▭ Whitehorse City Limits
- ▨ Chasàn Chùà Park Terr. Park

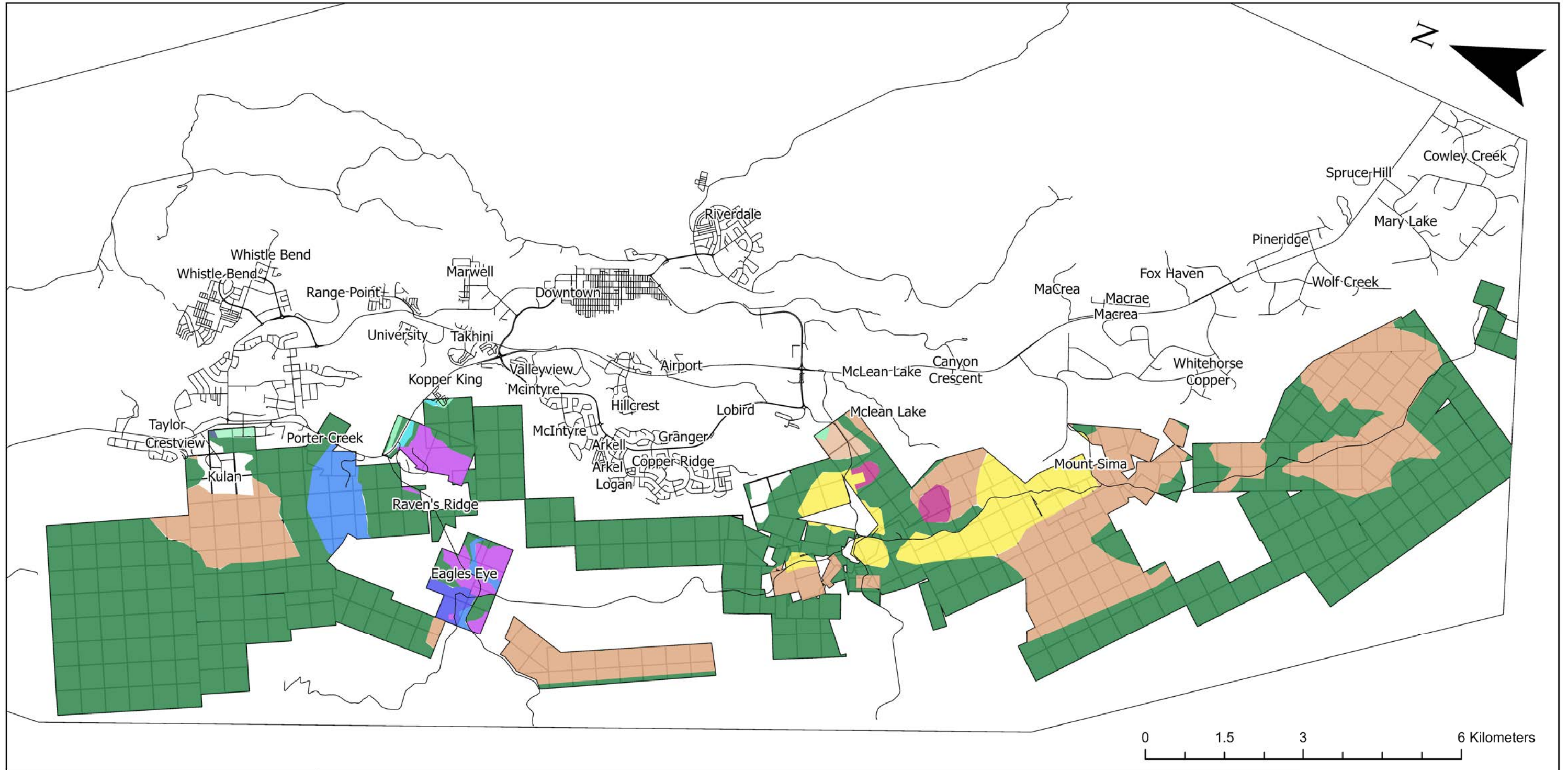
GLADIATOR

Whitehorse Copper Project

UTM NAD83 Zone 8N | Scale 1:75,000

0 2,000 Meters

June 8, 2026 | © Halle Geological Services Ltd.



Legend

OCP Designations

TYPE

- future-planning
- agriculture

- downtown
- mixed-use-ind-com
- natural-resource
- commercial-service
- greenspace

- industrial
- mixed-use-res-com
- public-service
- public-utilities
- residential-country

- residential-urban
- <all other values>
- Claims - Crown Grants
- City Limits

Map 3 - General location map of amended areas



DATE:
June 16, 2026

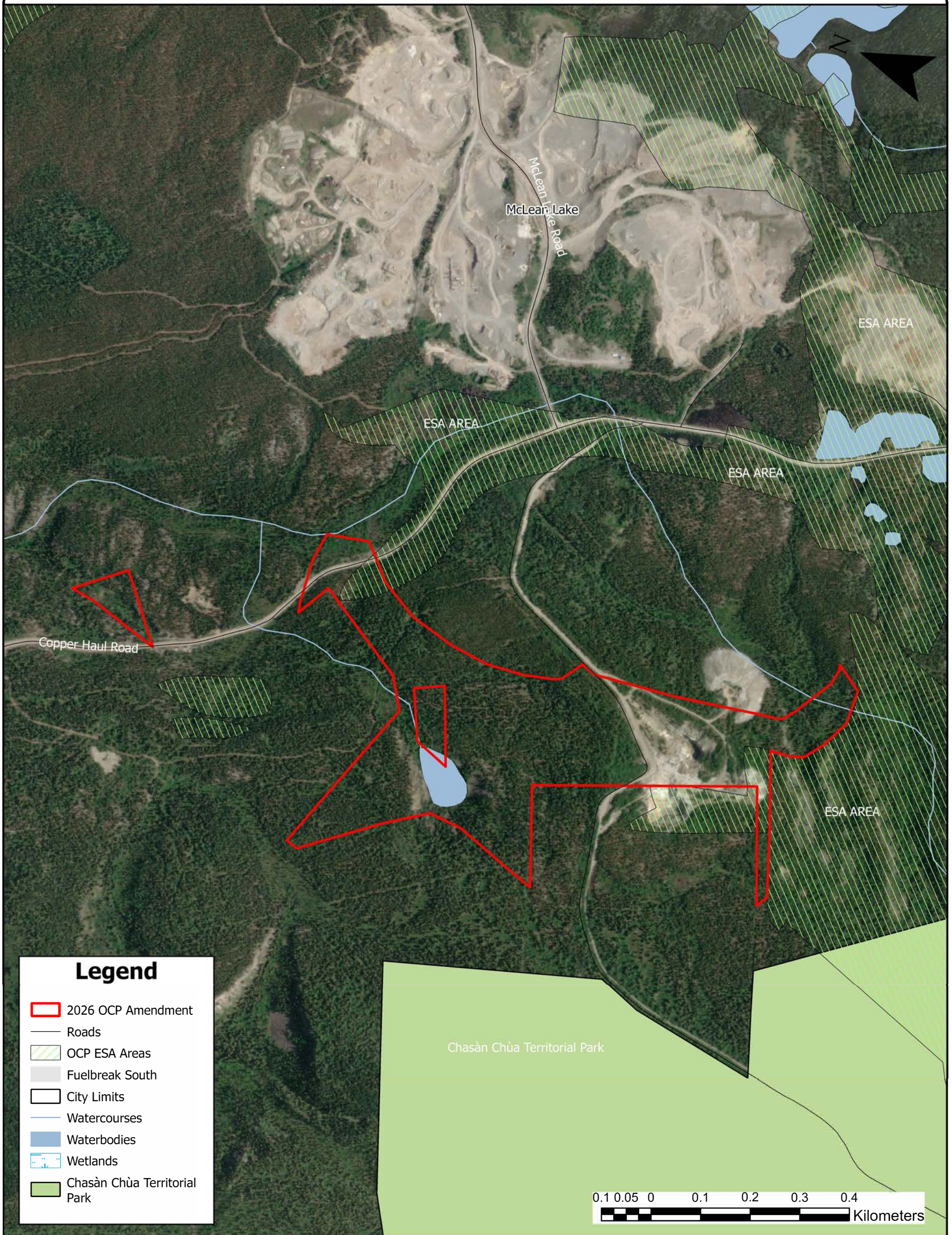
FILE:
OCP-02-2026

SUBJECT SITE:

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES



Map 4 - Aerial image of Greenspace to Future Planning-Arctic Chief



Legend

- 2026 OCP Amendment
- Roads
- OCP ESA Areas
- Fuelbreak South
- City Limits
- Watercourses
- Waterbodies
- Wetlands
- Chasàn Chùà Territorial Park



DATE:
June 16, 2026

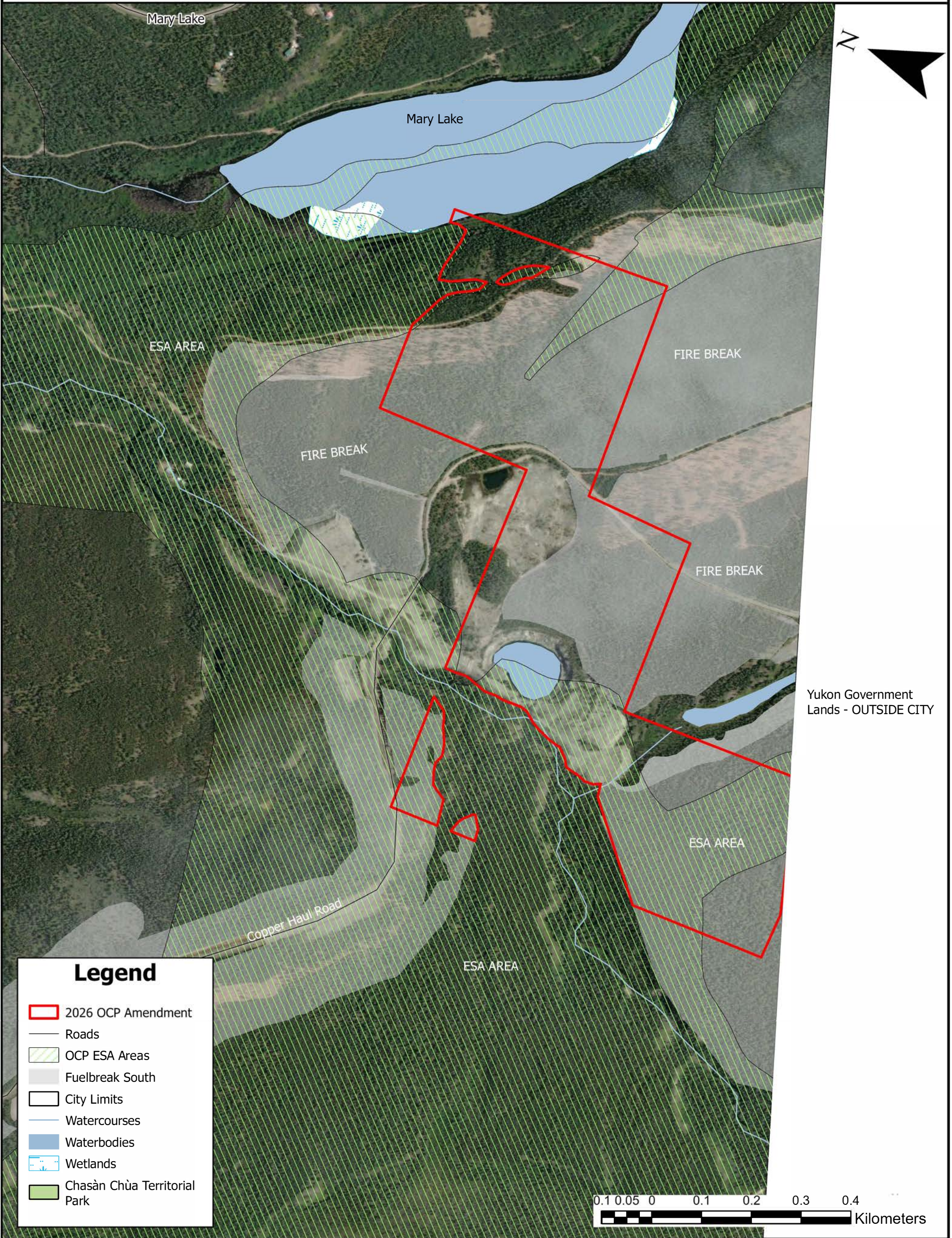
FILE:
OCP-02-2026

SUBJECT SITE:

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES



Map 5 - Aerial image of Greenspace to Future Planning-Gem



Yukon Government
Lands - OUTSIDE CITY

Legend

- 2026 OCP Amendment
- Roads
- OCP ESA Areas
- Fuelbreak South
- City Limits
- Watercourses
- Waterbodies
- Wetlands
- Chasàn Chùà Territorial Park



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FILE:
OCP-02-2026

SUBJECT SITE:

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES



Map 6 - Aerial image of Greenspace to Future Planning-Little Chief



Legend

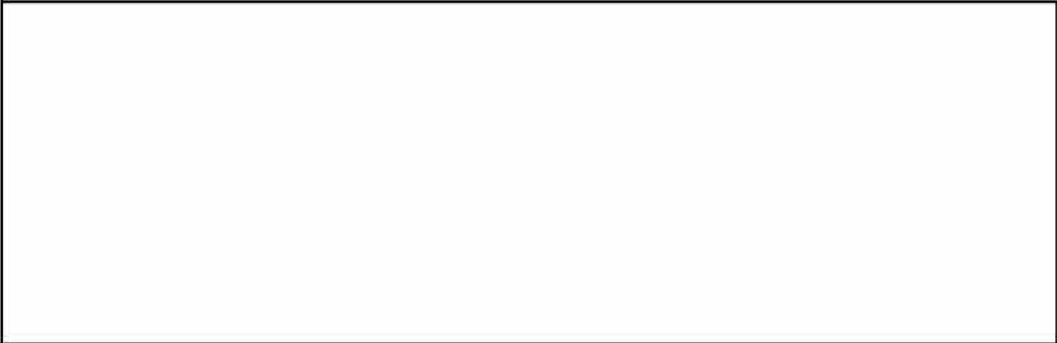
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DATE:
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FILE:
OCP-02-2026

SUBJECT SITE:

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES



CITY OF WHITEHORSE **BYLAW 2026-25**

A bylaw to amend the Official Community Plan

WHEREAS Section 278 of the *Municipal Act* provides that a municipality shall by bylaw adopt an Official Community Plan in accordance with Part 7, Division 1 of the Act; and

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

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

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

1. Section 15 of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a new subsection and new policies 15.4.7 – 15.4.11 immediately after existing policy 15.4.6ii to read as follows:

“Mineral Exploration on Valid Mineral Tenure

The Whitehorse Copper Belt contains areas of Future Planning designation where valid mineral tenure exists. The following policies apply to Mineral Exploration on valid mineral tenure within the Future Planning designation.

- 15.4.7 Where valid mineral tenure exists in good standing within the Future Planning designation, Mineral Exploration activities including associated drill site preparation, clearings, and access may be considered a permitted temporary use where conducted in accordance with applicable territorial legislation, including the Quartz Mining Act and City bylaw, and utilizing Disturbed Areas, Established Access, and/or Temporary Equipment Access as defined in this Plan.
- 15.4.8 Where a valid authorization has been issued under the Quartz Mining Act for the Mineral Exploration activities described in policy 15.4.7, those activities shall be considered consistent with this policy for the purposes of Temporary Use Permit issuance.
- 15.4.9 Mineral Exploration activities authorized under this policy are administered through a Temporary Use Permit, which may be renewed annually, in accordance with the Zoning Bylaw. The development officer may impose conditions addressing land use matters in alignment with City bylaw.
- 15.4.10 Mineral Exploration activities authorized under this policy are temporary in character and reclamation shall be completed in accordance with applicable territorial authorization and City standards.
- 15.4.11 This policy does not authorize mining or permanent development. All Mineral Exploration activities remain subject to applicable territorial legislation, First

Nations consultation requirements, territorial environmental assessment processes, and City bylaw.”

2. The Glossary of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying the existing table by adding definitions for “Established Access”, “Disturbed Area”, “Mineral Exploration”, and “Temporary Equipment Access” in alphabetical order to read as follows:

Term	Definition
Established Access	<p>Established access means any road, route, or cleared corridor that was previously constructed or used for any purpose involving ground disturbance or vegetation clearing, and that is identifiable on the ground by one or more of the following:</p> <ul style="list-style-type: none"> (a) The vegetative mat is absent in the wheel track or travel surface area, consistent with prior sustained vehicle passage, regardless of vegetative regrowth on the corridor margins or centre; (b) An existing roadbed, compacted surface, or corridor width consistent with prior equipment passage remains identifiable; or (c) Cleared corridor margins, stumpage, or cut vegetation consistent with prior clearing activity are present. <p>Restoration of an established access route to passability by selective removal of regrown vegetation with no movement of rock or earth does not constitute construction of a new route. Where regrowth within an established access corridor can be removed by brushing with no movement of rock or earth, selective removal constitutes restoration of established access and does not require Temporary Equipment Access standards.</p>
Disturbed Area	<p>Disturbed Area means land that has been subject to prior ground disturbance or vegetation clearing activity, including but not limited to Mineral Exploration or mining activity, wildland fire management including fuel break and fire smart clearing, quarry or aggregate operations, public utility construction, or any other activity involving ground disturbance or removal of natural vegetation cover, and that has not been formally reclaimed through recontouring, revegetation, or other reclamation measures directed by a regulatory authority.</p> <p>A Disturbed Area is identifiable by one or more of the following:</p> <ul style="list-style-type: none"> (a) Visible evidence of prior excavation, grading, or earthworks including open pits, waste rock piles, sumps, historical drill collars and associated infrastructure or disturbed ground;

	<p>(b) Existing roadbed or cleared corridor consistent with prior vehicle use, where the original corridor is identifiable on the ground regardless of current vegetative cover; or</p> <p>(c) Removal or absence of natural vegetative mat over a continuous area consistent with prior clearing activity.</p>
Mineral Exploration	Mineral Exploration means activities undertaken for the sole or principal purpose of assessing land for its suitability for the production of minerals, including but not limited to drilling and associated drill site preparation, conducted in accordance with a valid authorization issued under the Quartz Mining Act or applicable territorial legislation.
Temporary Equipment Access	<p>Temporary equipment access means access to a Mineral Exploration work area on valid mineral tenure in good standing, achieved by rubber-tracked equipment, or by metal-tracked equipment during winter conditions where required for safe operation, where the following standards are met:</p> <p>(a) No movement of rock or earth occurs, except for the removal of individual obstructions necessary for safe equipment operation, with prior notification to the development officer;</p> <p>(b) The vegetative mat remains intact — incidental compression by approved equipment passage does not constitute removal of the vegetative mat;</p> <p>(c) No trees with a stem diameter exceeding 15 centimetres at 1.5 m above ground are felled, except where removal of an individual tree is necessary for safe equipment operation, with prior notification to the development officer;</p> <p>(d) No equipment blade is used to grade the surface or remove the vegetative mat; and</p> <p>(e) Temporary equipment access shall not exceed a maximum width of 5 metres, with the cumulative area of disturbance under a single Temporary Use Permit not exceeding 0.5 hectares, calculated using actual route length and actual disturbed width, to a maximum width of 5 metres. Cutting shall be limited to necessary, selective cutting to achieve temporary access only.</p> <p>Where temporary equipment access does not involve removal of the vegetative mat or alteration of ground slope or grade, deactivation consists of removal of any felled material and restoration of natural drainage where affected, and confirmation that the vegetative mat remains in place and in</p>

	good condition. Full recontouring and revegetation are not required where grade and slope are unchanged.
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3. The Map 1 – Greenspace Network Plans and Parks forming part of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by removing an area known as Gem-Keewenaw, and portions of areas known as Chiefs Trend and Arctic Chief-Grafter from the Greenspace or Environmentally Sensitive Areas as indicated on Appendix A and forming part of this bylaw.
4. The Map 5 – Land Use Designation forming part of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by changing the designation of an area known as Gem-Keewenaw from Greenspace to Future Planning as indicated on Appendix B and forming part of this bylaw.
5. The Map 5 – Land Use Designation forming part of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by changing the designation of portions of an area known as Chiefs Trend from Greenspace to Future Planning as indicated on Appendix B and forming part of this bylaw.
6. The Map 5 – Land Use Designation forming part of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by changing the designation of portions of an area known as Arctic Chief-Grafter from Greenspace to Future Planning as indicated on Appendix B and forming part of this bylaw.
7. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

EXECUTIVE COUNCIL MEMBER APPROVAL:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2026-25

A bylaw to amend the Official Community Plan

WHEREAS Section 278 of the *Municipal Act* provides that a municipality shall by bylaw adopt an Official Community Plan in accordance with Part 7, Division 1 of the Act; and

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

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

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

1. Section 15 of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by adding a new subsection and new policies 15.4.7 – 15.4.10 immediately after existing policy 15.4.6ii to read as follows:

“Mineral Exploration on Valid Mineral Tenure

The Whitehorse Copper Belt contains areas of Future Planning designation where valid mineral tenure exists. The following policies apply to Mineral Exploration on valid mineral tenure within the Future Planning designation.

- 15.4.7 Where valid mineral tenure exists in good standing within the Future Planning designation, Mineral Exploration activities including associated drill site preparation, clearings, and access may be considered a permitted temporary use where conducted in accordance with applicable territorial legislation, including the Quartz Mining Act and City bylaw, and utilizing Disturbed Areas, Established Access, and/or Temporary Equipment Access as defined in this Plan.
- 15.4.8 Mineral Exploration activities authorized under this policy are administered through a Temporary Use Permit, which may be renewed annually, in accordance with the Zoning Bylaw. The development officer may impose conditions addressing land use matters in alignment with City bylaw.
- 15.4.9 Mineral Exploration activities authorized under this policy are temporary in character and reclamation shall be completed in accordance with applicable territorial authorization and City standards.
- 15.4.10 This policy does not authorize mining or permanent development. All Mineral Exploration activities remain subject to applicable territorial legislation, First Nations consultation requirements, territorial environmental assessment processes, and City bylaw.”

2. The Glossary of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by modifying the existing table by adding definitions for “Established

Access”, “Disturbed Area”, “Mineral Exploration”, and “Temporary Equipment Access” in alphabetical order to read as follows:

Term	Definition
Established Access	<p>Established access means any road, route, or cleared corridor that was previously constructed or used for any purpose involving ground disturbance or vegetation clearing, and that is identifiable on the ground by one or more of the following:</p> <ul style="list-style-type: none"> (a) The vegetative mat is absent in the wheel track or travel surface area, consistent with prior sustained vehicle passage, regardless of vegetative regrowth on the corridor margins or centre; (b) An existing roadbed, compacted surface, or corridor width consistent with prior equipment passage remains identifiable; or (c) Cleared corridor margins, stumpage, or cut vegetation consistent with prior clearing activity are present. <p>Restoration of an established access route to passability by selective removal of regrown vegetation with no movement of rock or earth does not constitute construction of a new route. Where regrowth within an established access corridor can be removed by brushing with no movement of rock or earth, selective removal constitutes restoration of established access and does not require Temporary Equipment Access standards.</p>
Disturbed Area	<p>Disturbed Area means land that has been subject to prior ground disturbance or vegetation clearing activity, including but not limited to Mineral Exploration or mining activity, wildland fire management including fuel break and fire smart clearing, quarry or aggregate operations, public utility construction, or any other activity involving ground disturbance or removal of natural vegetation cover, and that has not been formally reclaimed through recontouring, revegetation, or other reclamation measures directed by a regulatory authority.</p> <p>A Disturbed Area is identifiable by one or more of the following:</p> <ul style="list-style-type: none"> (a) Visible evidence of prior excavation, grading, or earthworks including open pits, waste rock piles, sumps, historical drill collars and associated infrastructure or disturbed ground; (b) Existing roadbed or cleared corridor consistent with prior vehicle use, where the original corridor is identifiable on the ground regardless of current vegetative cover; or (c) Removal or absence of natural vegetative mat over a

	continuous area consistent with prior clearing activity.
Mineral Exploration	Mineral Exploration means activities undertaken for the sole or principal purpose of assessing land for its suitability for the production of minerals, including but not limited to drilling and associated drill site preparation, conducted in accordance with a valid authorization issued under the Quartz Mining Act or applicable territorial legislation and City bylaws.
Temporary Equipment Access	<p>Temporary equipment access means access to a Mineral Exploration work area on valid mineral tenure in good standing, achieved by rubber-tracked equipment, or by metal-tracked equipment during winter conditions where required for safe operation, where the following standards are met:</p> <ul style="list-style-type: none"> (a) No movement of rock or earth occurs, except for the removal of individual obstructions necessary for safe equipment operation, with prior notification to the development officer; (b) The vegetative mat remains intact — incidental compression by approved equipment passage does not constitute removal of the vegetative mat; (c) No trees with a stem diameter exceeding 15 centimetres at 1.5 m above ground are felled, except where removal of an individual tree is necessary for safe equipment operation, with prior notification to the development officer; (d) No equipment blade is used to grade the surface or remove the vegetative mat; and (e) Temporary equipment access shall not exceed a maximum width of 5 metres, with the cumulative area of disturbance under a single Temporary Use Permit not exceeding 0.5 hectares, calculated using actual route length and actual disturbed width, to a maximum width of 5 metres. Cutting shall be limited to necessary, selective cutting to achieve temporary access only. <p>Where temporary equipment access does not involve removal of the vegetative mat or alteration of ground slope or grade, deactivation consists of removal of any felled material and restoration of natural drainage where affected, and confirmation that the vegetative mat remains in place and in good condition. Full recontouring and revegetation are not required where grade and slope are unchanged.</p>

-
3. The Map 1 – Greenspace Network Plans and Parks forming part of the Official Community Plan Adopting Bylaw 2022-40 is hereby amended by removing an area known as Gem-Keewenaw, and portions of areas known as Chiefs Trend and Arctic Chief-Grafter from the Greenspace or Environmentally Sensitive Areas as indicated on Appendix A and forming part of this bylaw.
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 7. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

EXECUTIVE COUNCIL MEMBER APPROVAL:

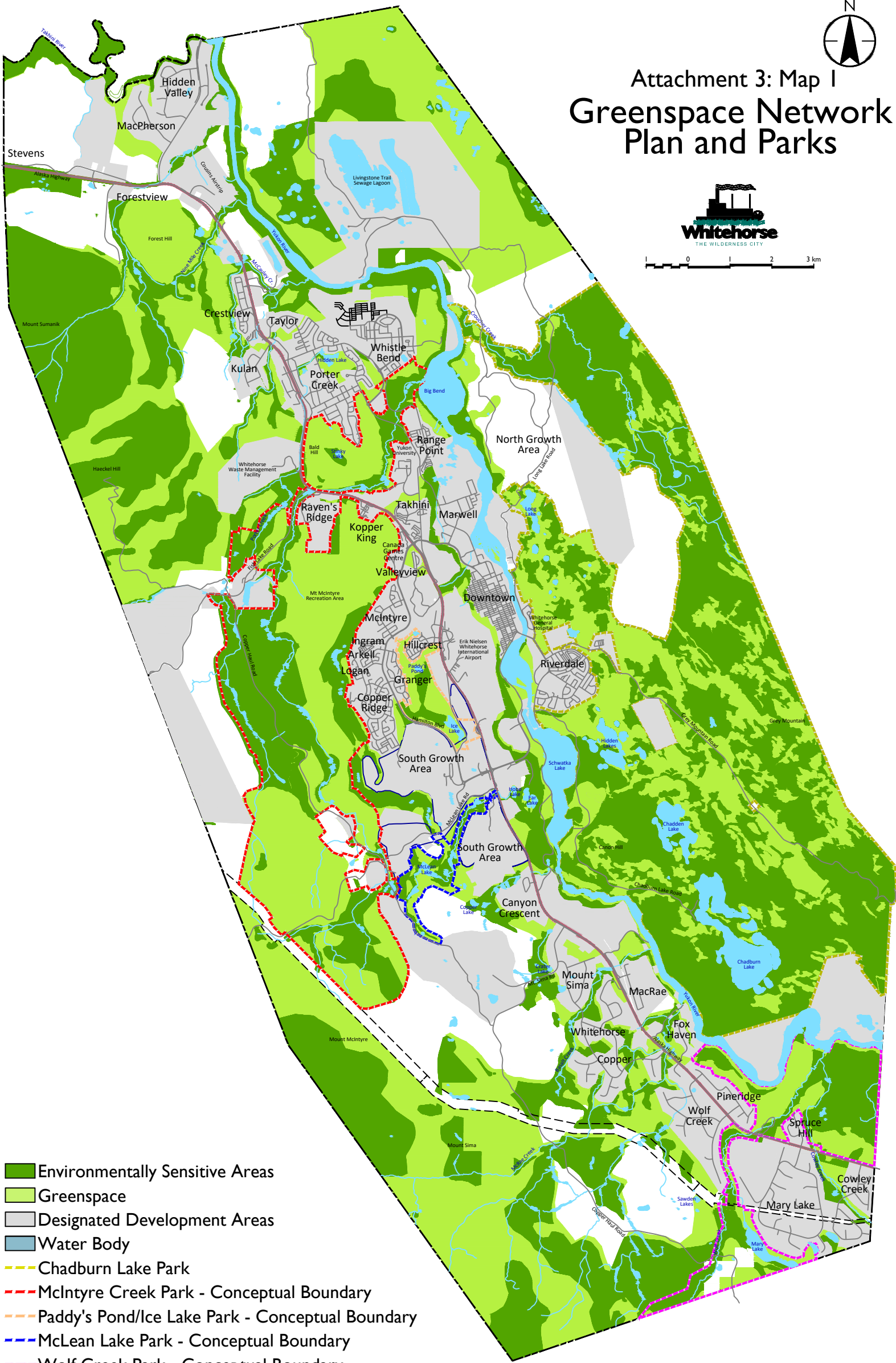
THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services



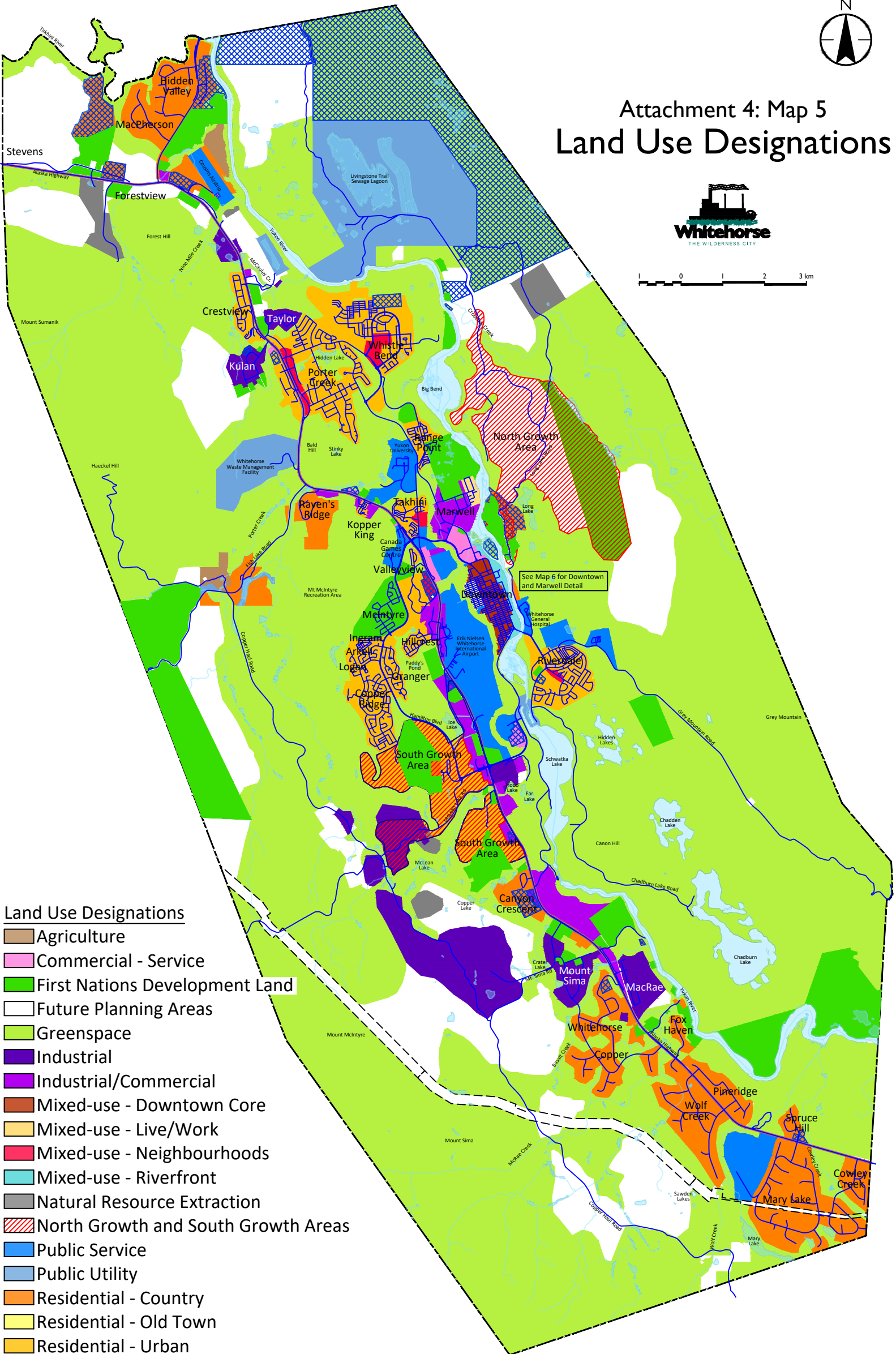
Attachment 3: Map I Greenspace Network Plan and Parks






















- Environmentally Sensitive Areas
- Greenspace
- Designated Development Areas
- Water Body
- Chadburn Lake Park
- McIntyre Creek Park - Conceptual Boundary
- Paddy's Pond/Ice Lake Park - Conceptual Boundary
- McLean Lake Park - Conceptual Boundary
- Wolf Creek Park - Conceptual Boundary



Attachment 4: Map 5 Land Use Designations



Land Use Designations

-  Agriculture
-  Commercial - Service
-  First Nations Development Land
-  Future Planning Areas
-  Greenspace
-  Industrial
-  Industrial/Commercial
-  Mixed-use - Downtown Core
-  Mixed-use - Live/Work
-  Mixed-use - Neighbourhoods
-  Mixed-use - Riverfront
-  Natural Resource Extraction
-  North Growth and South Growth Areas
-  Public Service
-  Public Utility
-  Residential - Country
-  Residential - Old Town
-  Residential - Urban
-  TKC Lands

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jenny Hamilton

Vice-Chair: Lenore Morris

June 29, 2026

Meeting #2026-13

-
1. Infrastructure Transfer, Operation, and Maintenance Agreement - Ta'an Kwäch'än Council
Presented by Kinden Kosick, Supervisor, Land and Development
 2. New Business

ADMINISTRATIVE REPORT

TO: Development Services Committee
FROM: Administration
DATE: June 29, 2026
RE: Infrastructure Transfer, Operation, and Maintenance Agreement – Ta’an Kwäch’än Council

ISSUE

Council consideration of an Infrastructure Transfer, Operation, and Maintenance Agreement between the City of Whitehorse and Ta’an Kwäch’än Council.

REFERENCE

- [Zoning Bylaw 2025-37](#)
- [Development Agreement Bylaw 2012-15](#)
- [City Servicing Standards Manual](#)
- [Ta’an Kwäch’än Council Self-Government Agreement](#)
- Attachment 1: Infrastructure Transfer, Operation, and Maintenance Agreement
- Attachment 2: Licence Agreement

HISTORY

Ta’an Kwäch’än Council (TKC) executed their Final and Self-Government Agreements in 2002 and became a self-governing First Nation in April 2002. As a self-governing First Nation, TKC can draw down governance powers related to land development and establish guiding documents, legislation and bylaws, such as an Official Community Plan, Zoning Bylaw, and permitting and inspection bylaws. At this time, TKC has chosen to work within the framework set up under the Municipal Act and City bylaws and policies.

In 2023, the City approved a plan of subdivision for TKC settlement parcel C-9B in Whistle Bend, which included roads and infrastructure that was intended to be turned over to the City, similar to other developments within the municipality.

Currently, the City Servicing Standards Manual (SSM) and Development Agreement Bylaw set out the process for design, approval, construction, and transfer of municipal infrastructure from a developer to the City. This typically involves land transfer of road rights-of-way, public utility lots, or buffers. However, TKC cannot relinquish self-government rights on settlement land through land transfer to the City.

As such, Administration has negotiated an Infrastructure Transfer, Operation, and Maintenance Agreement (ITOMA) with TKC, which will recognize how their role as a developer within the municipality aligns with their Self-Government Agreement. This agreement is now being brought forward for Council consideration and execution.

ALTERNATIVES

1. Enter into the Infrastructure Transfer, Operation, and Maintenance Agreement; or
2. Refer the agreement back to Administration.

ANALYSIS

TKC Self-Government Agreement

Under section 26.1 of the TKC Self-Government Agreement, TKC may enter into an agreement with a municipality for the provision of municipal or local government services. Additionally, the agreement must consider the cost of providing the services, a dispute resolution process, and establish that similar rates for user-pay municipal or local government services are paid by property owners in the same or similar communities.

Infrastructure Development and Transfer, Operation, and Maintenance Agreement

When the City has issued an approval of subdivision or development permit that requires construction or modification of municipal infrastructure, either a Development Agreement or Development Permit Agreement are required. These agreements generally reflect the requirements of the City Servicing Standards Manual (SSM) for design and review of infrastructure, commissioning and Construction Completion Certificate (CCC)/Final Acceptance Certificate (FAC) approvals by the City, warranties, and finally transfer of the infrastructure from the developer to the City.

With respect to the ITOMA, municipal infrastructure includes the following items:

- sanitary/water mains and lot services to property line
- lift stations/pumphouses
- storm drainage mains and related infrastructure
- roads/lanes/curbs/gutters/sidewalks/transit stops/ medians and boulevards
- street signs/traffic signals and signs/pavement markings
- parks/paved trails/playgrounds/street furniture/ landscaping

The ITOMA sets out the process for transferring the municipal infrastructure from TKC to the City, following issuance of an FAC, as specified in the SSM.

As the City will only own the built infrastructure, not the land on which it is located, access to the infrastructure for the purposes of operation, maintenance, and replacement will be established through subsidiary easement or access agreements for each development.

The ITOMA also includes the following provisions:

- Discontinuation of services where TKC wants to take over operation or enlist a third party to take on some responsibility, such as snow clearing
- Review timeline for the agreement of 5 years
- Dispute resolution process

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize the Mayor to execute the Infrastructure Transfer, Operation, and Maintenance Agreement with Ta'an Kwäch'än Council.

INFRASTRUCTURE TRANSFER, OPERATION, AND MAINTENANCE AGREEMENT

THIS AGREEMENT is dated _____, 2026

BETWEEN: **TA'AN KWÄCH'ÄN COUNCIL**, a Yukon First Nation under the Ta'an Kwäch'än Council Self-Government Agreement
(**"TKC"**)

AND: **THE CITY OF WHITEHORSE**, a municipal corporation constituted under the *Municipal Act*
(the **"City"**)

WHEREAS:

- A. Under section 26.1 of the Ta'an Kwäch'än Council Self-Government Agreement (**"SGA"**), TKC may enter into an agreement with a municipality for the provision of municipal or local government services;
- B. Under section 26.2 of the SGA, an agreement under section 26.1 must
 - a. take into account the cost of providing the services,
 - b. provide a process for resolving disputes arising in connection with the agreement or the provision of the service, and
 - c. provide that the parties to the agreement and their respective corporations, as the case may be, shall pay similar rates for user-pay municipal or local government services as are paid by property owners in the same or similar communities;
- C. From time to time, TKC intends to undertake various land development projects on TKC settlement land parcels within the municipal boundary that may require any of subdivision approval, the development of Municipal Improvements, or the provision of Municipal Services (each project a **"Development"**);
- D. Where desirable or otherwise required by the City, TKC and the City may enter into a Development Agreement, Development Permit Agreement, or other similar agreements respecting the design and construction of Municipal Improvements for a Development;
- E. Development Agreements, Development Permit Agreements, or other similar agreements shall set out the Municipal Infrastructure requirements related to a Development as well as the design review, construction inspection, and Construction Completion Certificate and Final Acceptance Certificate processes, among other items;
- F. The City intends to own, operate, maintain and replace Municipal Infrastructure on TKC settlement land, and to provide Municipal Services to the same standard and quality as those

provided to property owners in areas of comparable land use within the City, and in accordance with section 26.2.3 of the SGA, at a similar cost;

G. In entering into this Agreement, TKC and the City have, in accordance with section 26.2.1 of the SGA, expressly taken into account the costs of providing the Municipal Services.

H. TKC and the City wish to address the following matters:

- a. the provision of Municipal Services to and within a Development,
- b. City access to certain land within a Development, and
- c. the ownership of Municipal Improvements constructed at a Development, and
- d. the provision of Municipal Services within a Development.

NOW THEREFORE in consideration of the mutual covenants between the parties, the Parties agree as follows:

1. Defined Terms

In this Agreement:

- 1.1. "City Servicing Standards Manual" means the manual setting out standards for the design, construction or repair of Municipal Infrastructure in the City;
- 1.2. "Construction Completion Certificate" or "CCC" means the written document by which the City of Whitehorse confirms that a developer has installed and completed a Municipal Improvement in accordance with the terms of a Development Agreement.
- 1.3. "Development" has the meaning set out in Recital C.
- 1.4. "Development Agreement" means an agreement described in section 5 of the City *Bylaw 2012-15* between the City and the developer of a Development.
- 1.5. "Development Permit Agreement" means an agreement described in section 2.17 in the City *Zoning Bylaw 2025-37*;
- 1.6. "Final Acceptance Certificate" or "FAC" means the written document by which the City confirms that a developer has fulfilled the warranty obligations and all other terms of a Development Agreement.
- 1.7. "Interest" means an interest in a parcel of TKC settlement land that is registered in the Yukon Land Titles Office.
- 1.8. "Owner," for the purposes of interpreting City bylaws and policies, means
 - 1.8.1. the holder of a leasehold Interest registered in the Yukon Land Titles Office; or
 - 1.8.2. TKC, where a parcel of settlement land is not subject to a leasehold Interest registered in the Yukon Land Titles Office.
- 1.9. "Municipal Improvements" means those services, utilities and other such items as are necessary for the proper development and functioning of a subdivision, including but not limited to:

- 1.9.1. sanitary and storm sewer mains and related infrastructure, lift stations, and lot services to property line, including frost protection;
 - 1.9.2. water mains, pumphouses and lot services to property line, including frost protection;
 - 1.9.3. storm drainage mains and related infrastructure;
 - 1.9.4. roads, lanes, curbs, gutters, sidewalks, walkways, transit stops, and medians and boulevards;
 - 1.9.5. street signs, traffic signals, traffic signs and pavement markings;
 - 1.9.6. parks, walkways, paved trails, playgrounds, street furniture, and landscaping.
- 1.10. "Municipal Infrastructure" means infrastructure owned and maintained by the City, and includes Municipal Improvements transferred to the City in accordance with section 4.
- 1.11. "Municipal Services" means any service or product, or any system or facility that is used to provide any service or product, that is provided by the City for public consumption, benefit, convenience or use, including, but not limited to, water, sewage treatment and disposal, public transportation, solid waste management, street lighting, snow clearing, fire protection, licensing, planning, building inspection, parks and recreation, and bylaw enforcement.

2. Interpretation

In this Agreement:

- 2.1. the singular includes the plural and vice versa, unless the context requires otherwise;
- 2.2. when a word is defined, other parts of speech and tenses of that word have corresponding meanings;
- 2.3. words that have well-known technical or trade meanings and are not specifically defined herein are used in accordance with their recognized meanings;
- 2.4. the headings are for convenience only and do not form part of this Agreement and shall not be used to interpret, define, limit or expand the scope or intent of this Agreement; and
- 2.5. any reference to legislation includes a reference to the legislation and to any regulations made under that legislation as that legislation or those regulations may be amended, replaced or re-enacted from time to time.

3. Construction of Municipal Improvements

- 3.1. If TKC undertakes a Development which, in the reasonable discretion of the City, requires the development of Municipal Improvements or the provision of Municipal Services, the City may require TKC to enter into a Development Agreement, Development Permit Agreement, or other similar agreement respecting the design and construction of such Municipal Improvements in accordance with requirements and procedures of the City Servicing Standards Manual.

4. Transfer of Municipal Improvements; City Access

- 4.1. This section applies to a Development and to Municipal Improvements to and within a Development.

- 4.2. Upon the City's issuance of a Construction Completion Certificate in accordance with the City Servicing Standards Manual, TKC shall transfer to the City ownership of the Municipal Improvements that are the subject of the Construction Completion Certificate, and relinquish all rights, titles, and interest in the Municipal Improvements.
- 4.3. TKC shall provide a warranty period on Municipal Improvements until a Final Approval Certificate is issued in accordance with the City Servicing Standards Manual, and if required by an agreement made pursuant to subsection 3.1 (a "**Subsection 3.1 Agreement**"), shall from that date:
 - 4.3.1. continue to provide warranty coverage for those Municipal Improvements for the time specified Subsection 3.1 Agreement; or
 - 4.3.2. assign all warranties granted to TKC by the constructor(s) of those Municipal Improvements.
- 4.4. Upon the transfer of ownership of any Municipal Improvements to the City, TKC, at its sole cost and expense, shall grant an easement or right of access in favour of the City, generally in the form attached to this Agreement as Schedule 'A'.
- 4.5. An easement or right of access in subsection 4.4 shall include a detailed inventory of assets transferred from TKC to the City.
- 4.6. TKC shall provide as-built data for Municipal Improvements to the City at time of transfer of ownership.
- 4.7. TKC shall be responsible for the cost of surveying the area subject to an easement or right of access granted under subsection 4.4.
- 4.8. Upon the transfer of ownership of the Municipal Improvements, the City shall operate, maintain and replace the Municipal Infrastructure to standards for areas of comparable land use within the City in accordance with City bylaws, policies, and the City Servicing Standards Manual in effect from time to time.
- 4.9. The City shall have no greater or lesser liability or obligation pursuant to this Agreement to operate, maintain, and replace the Municipal Infrastructure than it has to owners and occupiers of land, improvements and businesses in the City of Whitehorse generally.
- 4.10. The City shall abide by the City's Servicing Standards Manual, as amended or replaced from time to time, in respect of any installation, maintenance, repair, or removal of Municipal Infrastructure.
- 4.11. TKC shall not connect or purport to authorize any person on TKC settlement land to connect to Municipal Infrastructure except in accordance with this Agreement and City by-laws.
- 4.12. TKC shall promptly notify the City of any damage or malfunctioning of Municipal Infrastructure on TKC settlement land of which TKC becomes aware.

5. Municipal Services; Refusal or Discontinuation of Municipal Services

- 5.1. The City shall provide Municipal Services to TKC in respect of TKC settlement land within the legal boundaries and jurisdiction of the City to the same extent and at the same quality of service as the City provides to other areas of comparable land use within the City of Whitehorse in accordance with City bylaws, policies and the City Servicing Standards Manual

in effect from time to time. Any Development on TKC settlement land within the City that would require the provision of additional Municipal Services is subject to approval by the City in accordance with its bylaws and policies.

- 5.2. The City shall have no greater or lesser liability or obligation pursuant to this Agreement to provide Municipal Services to TKC than it has to owners and occupiers of land, improvements and businesses in the City of Whitehorse generally. The City makes no representation or warranty that the level or degree of Municipal Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly in this Agreement and City standards and bylaws.
 - 5.3. TKC acknowledges and agrees that
 - 5.3.1. the City reserves the right to temporarily suspend Municipal Services, divert and block traffic and take whatever other steps are reasonable in a given situation to ensure public and workers' safety; and
 - 5.3.2. from time to time there may be, or the City may cause at its discretion, an interruption or reduction in the level of Municipal Services, and that the City is not liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary suspension, interruption or reduction in the level of a Municipal Service provided under this Agreement.
 - 5.4. An Owner is responsible for paying, to the same extent as owners and occupiers of land, improvements and businesses in the City of Whitehorse generally,
 - 5.4.1. the cost of any installation, replacement, or removal of service connections to an Owner's lot; and
 - 5.4.2. the charges levied by the City for any other Municipal Services in respect of the Owner's Interest in a Development.
 - 5.5. All Municipal Services charges shall be similar to those charged to City residents for equivalent Municipal Services.
 - 5.6. The City shall not discontinue any Municipal Services to a Development except in accordance with a notice under subsections 5.8 or 7.1.
 - 5.7. The City may at any time refuse to provide Municipal Services to an Owner for non-payment of Municipal Services charges or for any other reasonable cause in accordance with the City's bylaws and policies.
 - 5.8. TKC may, without terminating this Agreement under subsection 7.1, discontinue one or more Municipal Services other than water or sewage treatment to one or more Developments upon 120 days' written notice to the City. For certainty, a notice under this subsection applies only to the Municipal Services and Developments specified in the notice.
- 6. Property Taxes**
- 6.1. The City acknowledges that the Owner of a leasehold Interest that is registered in the Yukon Land Titles Office is the owner for the purposes of property assessment and taxation under the *Assessment and Taxation Act*, RSY 2002, c. 13.

- 6.2. The City shall, for the purpose of levying charges for Municipal Services in accordance with the *Fees and Charges Bylaw*, No. 2014-36, establish individual tax roll numbers for each leasehold Interest in a lot in a Development that is registered in the Land Titles Office.
- 6.3. TKC may pay outstanding taxes associated with any tax lien on a leasehold Interest in a Development on behalf of the Owner of the leasehold Interest.

7. Term, termination and review

- 7.1. The term of this Agreement shall commence on the date first written above and may be terminated upon 120 days' written notice.
- 7.2. In the event of a termination under subsection 7.1, the City shall retain ownership of the Municipal Infrastructure on TKC settlement land and its right of access granted pursuant to subsection 4.4.
- 7.3. The parties agree to carry out a review of this Agreement five years after the date of this Agreement, and every five years thereafter.

8. Default and Dispute Resolution

- 8.1. If either party is of the view that the other party is in default of its obligations under this Agreement, that party may deliver written notice to the other party specifying the alleged default and the actions required to remedy the default, and the other party shall either:
 - 8.1.1. correct the default within thirty (30) working days from the date of the notice or such further time as may be reasonable in the circumstances; or
 - 8.1.2. deliver written notice disputing the allegation of default and specifying the reasons for the dispute, after which their appropriate representatives shall meet within three (3) working days of delivery of the notice and shall attempt to resolve the dispute in good faith and using reasonable efforts.
- 8.2. If the allegations of default cannot be resolved through meetings of the parties' representatives under paragraph 8.1.2, the Parties shall promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the dispute.
- 8.3. If negotiation does not resolve the dispute within fifteen (15) days of delivery of the dispute notice delivered under subsection 8.1, or such other time agreed by the parties in writing, either party may deliver a mediation notice to the other party. The parties shall then promptly appoint a qualified, impartial and experienced mediator, the cost of which shall be paid equally by both parties. If the parties cannot agree on a mediator within fifteen (15) days of delivery of the mediation notice, or such other time agreed by the parties in writing, then the parties shall seek a recommendation from Mediation Yukon, and if Mediation Yukon does not recommend a mediator or either party rejects the recommendation, the parties shall seek the appointment of a mediator from any court of competent jurisdiction on referral to such court. Within ten (10) days of appointment of a mediator, each party shall provide the mediator and each other with a written statement of its position about the dispute and a summary of the arguments supporting its position. The mediator shall meet with the parties in his or her sole discretion in an attempt to resolve the dispute. The parties shall provide any additional information requested by the mediator.
- 8.4. If the dispute is not resolved within sixty (60) days of the appointment of a mediator, any party may submit the dispute to arbitration by a single arbitrator under the *Arbitration Act*, RSY 2002,

c. 8, provided that all proceedings shall be conducted in the English language and held within the Yukon Territory.

- 8.5. Subject to the discretion of the arbitrator in awarding costs, the fees and expenses of any arbitration shall be paid equally by the parties, and the legal and professional costs of preparing for and appearing at the arbitration shall be paid by the party who incurs such costs.
- 8.6. If upon a reference to it, an arbitrator refuses jurisdiction or otherwise fails to determine the question, then either party may refer the question to any court of competent jurisdiction and exercise any other right or remedy it may have under this Agreement or otherwise.

9. Indemnities

9.1. The parties covenant and agree with each other as follows:

- 9.1.1. TKC shall indemnify and save harmless the City and any party for whom the City is responsible in law from and against any and all claims, demands, actions, causes of action, losses, damages, costs, liabilities, and expenses (including legal fees and costs on a solicitor and own client basis (collectively, "**Losses**") of whatever kind incurred, directly or indirectly, by the City and arising out of or in connection with any breach by TKC of any of its obligations under this Agreement, except to the extent that the Losses are a result of negligence, willful misconduct or breach of this Agreement by the City or its employees, agents and contractors;
- 9.1.2. TKC shall indemnify and save harmless the City and any party for whom the City is responsible in law from and against any and Losses of whatever kind incurred, directly or indirectly, by the City and arising out of or in connection with the provision of the Municipal Services to any Owners or residents in a Development, except to the extent that the Losses are the result of negligence, willful misconduct or breach of this Agreement by the City or its employees, agents and contractors; and
- 9.1.3. the City shall indemnify and save harmless TKC and any party for whom TKC is responsible in law from and against any and all Losses of whatever kind incurred by TKC and arising out of or related to, occasioned by or attributed to any failure by the City to maintain, operate or repair the Municipal Infrastructure other than as permitted by this Agreement, or any breach by the City of any of its obligations under this Agreement including any action to be performed by the City or its employees, agents and contractors under this Agreement, except to the extent that the Losses are the result of negligence, willful misconduct or breach of this Agreement by TKC or its employees, agents and contractors.

9.2. The indemnities in subsection 9.1 shall survive the expiration or termination of this Agreement.

10. Notice

Any notice permitted or required to be given by either Party to the other shall be in writing and may be delivered:

- 10.1. by hand to the Director of Development Services on behalf of the City, or to TKC's Executive Director on behalf of TKC, in which case it shall be deemed to have been given on the date of delivery;
- 10.2. by registered mail, postage prepaid, addressed to the other party at the address set out below, in which case it shall be deemed to have been given on the third working day following the

- 11.7. The failure of a party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy contained in this Agreement, shall not be construed as a waiver or a relinquishment by that party for the future of that term, right, or remedy.
- 11.8. Neither party shall be liable for its failure to perform an obligation under this Agreement due to a cause beyond its reasonable control, including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations, or orders of any duly constituted governmental authority, or non-availability of materials or transportation, each of which shall be considered a *force majeure* event.
- 11.9. If any provision of this Agreement, or part thereof, is judged invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in force and effect provided that if the intent of the parties is not thereby preserved then either party may require the other party to negotiate in good faith a replacement for the invalid, illegal, or unenforceable provision that is consistent with the intent of the parties.
- 11.10. This Agreement shall bind and benefit each of the parties including their respective successors.
- 11.11. Neither party may assign this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Any attempt to assign or add or substitute a party other than in accordance with this subsection shall be of no force or effect.
- 11.12. This Agreement shall be governed by and construed in accordance with laws applicable in Yukon and shall be treated in all respects as a Yukon contract.
- 11.13. This Agreement may be amended or supplemented only by a written agreement signed by each party.

[Signature page follows]

development agreement dated *[Insert Date]* in respect of the *[Insert name of subdivision – e.g. C-9B Phase 1]* (the “**Development Agreement**”).

- F. TKC has set aside a portion of the Lands for utility and access purposes, which are the roads and lanes listed as “not to be titled” in the Legal Land Designator Correlation Tables of the Yukon LTO Plan *[Insert LTO Plan number]*, attached hereto as **Schedule “A”** (the “**Licence Area**”).
- G. As per the terms of the Development Agreement, TKC (or its assigns) has constructed or intends to construct various road surfaces, curbs, gutters, sidewalks, streetlights and signs, sewer, water, and storm sewer mains, together with the appurtenances thereto (all of which, including the roads, are referred to in this Agreement as the “**Municipal Improvements**”) in, on or under the Licence Area.
- H. The ITOMA and the Development Agreement require TKC to grant the City a long-term interest in the nature of an easement over the Municipal Improvements to provide the City a right to access, maintain, protect, repair and replace the Municipal Improvements.
- I. Despite Recitals F and H, this licence is being granted in place of an easement registrable under the *Land Titles Act, 2015* (SY 2015, c.10) (“**Land Titles Act**”) because registration of an easement over the Licence Area would require the Licence Area to be titled to the City of Whitehorse, an outcome unacceptable to TKC as it would result in the disposition of TKC’s entire interest in settlement land to someone other than the First Nation.
- J. The City has been authorized to execute this Agreement pursuant to the City’s Easement Authority Bylaw 2009-17.

NOW THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual grants and covenants herein contained and the sum of ONE (\$1.00) DOLLAR now paid to TKC, the receipt and sufficiency of which each is acknowledged, the parties hereto agree as follows:

- 1. TKC, as the owner of the Lands, hereby grants, conveys and confirms unto to the City a right and licence for the City and its servants, agents, licencees, contractors and subcontractors, at any time from time to time in common with TKC and other persons to whom TKC has granted rights to use the Licence Area, to use the Licence Area:
 - a. to construct, install, maintain, operate, repair, enhance, or replace the Municipal Improvements within the Licence Area; and

- b. to do all acts reasonably necessary for the purposes set out in this Section 1.

TKC acknowledges that the public shall have the right, subject to the terms of this Agreement, to use any road maintained by the City in the Licence Area.

2. The City shall have the full and free right and liberty to gain access and remain on the Licence Area for the purposes of the licence and the City may access the Licence Area by foot or by means of vehicles across the Lands.
3. The City shall operate, maintain and upgrade the Municipal Improvements in accordance with the terms the City of Whitehorse Servicing Standards Manual and the ITOMA.
4. The City, in carrying out any work on the Licence Area or using the Licence Area, covenants and agrees with TKC that it will:
 - a. do so only in a proper manner and will cause or do as little damage to the Licence Area and the improvements thereon as is reasonably possible;
 - b. act reasonably and with due consideration for the interests of TKC and will cause as little disturbance to TKC as is reasonably possible; and
 - c. upon completion of the Municipal Improvements, restore the Licence Area and the improvements on the Licence Area to their former condition, or the minimum standard specified in the City of Whitehorse Servicing Standards Manual, at the expense of the City and to the reasonable satisfaction of TKC, provided that the Grantor reserves the right in the event of unsatisfactory repair, to repair any damage done to the Licence Area and the City agrees to reimburse TKC for its reasonable expenses. The parties agree that the obligations of the City to restore, or to repair any damage done to, the Licence Area under this paragraph are to be determined with reference to the obligations of the City undertaking such work in relation to utilities on lands owned by the City.
5. Subject to the City observing and performing the covenants, terms and conditions on its part in this Agreement, the City may and will hold and use the licence herein granted without hindrance or interference on the part of TKC, provided that TKC, its agents and all others authorized by TKC will have and continue to have free access to the Licence Area.
6. The City shall, at all times hereafter, indemnify and save harmless TKC against all actions, causes of action, claims, debts, liabilities, dues, sums of money, and demands, of whatsoever kind or nature incurred by the TKC or that may be

brought or made against TKC by reason of anything done or omitted to be done by the City in the exercise or purported exercise of the rights and privileges of the licence hereby granted, with the exception of any actions, causes of action, claims, debts, liabilities, dues, sums of money, and demands arising from or in relation to the negligence, wilful misconduct or intentional acts of TKC.

This indemnity shall include all reasonable costs and expenses incurred in defending any action brought against TKC, including legal fees and expenses taxed as special costs.

7. TKC covenants and agrees with the City that it will:
 - a. not construct or install any building, structure, concrete foundations or footings, improvement or any other obstruction of a permanent nature, including speed bumps or other similar items, under, on or above any portion of the Licence Area, nor carry on any work on the Licence Area which would or could prevent, hinder or materially inhibit the exercise by the City of any of the rights granted in this Agreement, without the prior written consent of the City; and
 - b. not obstruct or interfere, or permit any person claiming under it to obstruct or interfere, with the use of the Licence Area by the City.
8. The right, liberty and licence herein granted by TKC to the City shall be construed as being extended to and may be exercised by the City, its successors, and assigns, and the provisos, reservations, restrictions and limitations herein reserved to TKC shall be construed as referring to TKC, its successors, assigns, lessees, sublessees and the owners and occupiers of the Lands and every part into which the Lands may be subdivided in which the Licence Area is situate, and each of their respective agents, tenants, guests, workers, employees, contractors, invitees, licensees and all other persons with their express or implied permission.
9. The right, privilege and licence of the Licence Area hereby granted shall be for such length of time as required by the City to operate the Municipal Improvements.
10. TKC will seek amendments to the Land Titles Act to enable the registrar to register the Licence Area in the name of TKC, and upon issue of a certificate of title to TKC for the Licence Area, TKC will grant a registrable easement to the City on substantially the same terms as this agreement.
11. TKC and the City will at all times and from time to time and upon reasonable request to do, execute and deliver all further assurances, acts and documents for the purpose of giving full force and effect to the covenants, agreements and provisos herein contained.

12. The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.
13. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
14. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that is invalid will not affect the validity of the remainder of this Agreement.
15. This Agreement may not be amended, modified or discharged except in writing signed by all parties hereto.
16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
17. This Agreement shall be governed and construed in accordance with the laws of the Yukon Territory.
18. This Agreement and the Development Agreements are the entire agreement between the Parties with respect to the subject matter herein, and no representations or warranties have been made by the City to TKC, or by TKC to the City, with respect to the subject matter herein, save those contained herein or in the Development Agreements.
19. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

TA'AN KWÄCH'ÄN COUNCIL

By Authorized Signatory:

Name

Title and Position

THE CITY OF WHITEHORSE

By:

Director of Development Services

Corporate Services

Name and Position

**SCHEDULE "A"
LICENCE AREA**

See attached survey plans.

SCHEDULE "B"
DETAILED INVENTORY OF ASSETS

**AFFIDAVIT OF AUTHORITY
(Government Signatory)**

TO THE REGISTRAR:

I, _____, of the City of Whitehorse, in the Yukon Territory, SWEAR / AFFIRM THAT:

1. I am the _____ of the TA'AN KWÄCH'ÄN COUNCIL.
2. I have authority to execute the annexed instrument on behalf of the above-named government, without using a seal.
3. The above facts are true to the best of my knowledge, information, and belief.

SWORN / AFFIRMED BEFORE ME)
 at Whitehorse in the Yukon Territory)
 on the ____ day of _____, 20____)

_____))
 (Signature of Notary or Commissioner))

_____))
 (Print full name))

Notary Public in and for Yukon; or Notary)
 Public or Commissioner for Oaths in and for)

_____))
 (My commission expires: _____))

_____))
 (Signature))
 _____))
 (Print name))
 _____))
 _____))
 _____))