CITY OF WHITEHORSE
REGULAR Council Meeting #**2026-17**

DATE: Monday, September 28, 2026
TIME: 5:30 p.m.

Mayor Kirk Cameron
Deputy Mayor Jenny Hamilton
Reserve Deputy Mayor Lenore Morris

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS National Day for Truth and Reconciliation (September 30, 2026)
Fire Prevention Week (October 4 - 10, 2026)

MINUTES Regular Council meeting dated September 14, 2026

DELEGATIONS

PUBLIC HEARING

STANDING COMMITTEE REPORTS

City Operations Committee – *Councillors Morris and Boyd*

1. Snow and Ice Control Policy Update

Community Services Committee – *Councillors Gallina and Melnychuk*

1. Festival and Special Event Grants Allocations
2. Lease Agreement – Frank Slim Building Concession Services

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

Corporate Services Committee – *Councillors Melnychuk and Middler*

1. Budget Amendment – National Research Council of Canada Water Infrastructure Robustness Study
2. Fees and Charges Bylaw Amendment – Third Quarter
3. Declaration of Commitment and Tri-Council Assembly Memorandum of Understanding Signing – For Information Only

City Planning Committee – *Councillors Middler and Hamilton*

Development Services Committee – *Councillors Hamilton and Morris*

NEW AND UNFINISHED BUSINESS

1. Supplemental Report - Business License Bylaw Amendment – Short-term Rental Regulations and New Short-term Rental Compliance Grace Period Policy

BYLAWS

2026-26	Fees and Charges Bylaw Amendment – Third Quarter	1st and 2nd Reading
2026-33	Lease Agreement – Frank Slim Building Concession Services	1st and 2nd Reading
2026-24	Business License Bylaw Amendment – Short-term Rentals	3rd Reading
2026-27	Joint Use Agreement	3rd Reading

ADJOURNMENT

PROCLAMATION

NATIONAL DAY FOR TRUTH AND RECONCILIATION

September 30, 2026

WHEREAS Whitehorse is located on the Traditional Territories of the Ta'an Kwäch'än Council and the Kwanlin Dün First Nation, and the City of Whitehorse is committed to its longstanding partnership with these First Nations Governments; and

WHEREAS it is important to focus on advancing Reconciliation in our own lives and learn the truth of residential schools and how events have impacted and continue to impact Indigenous Peoples, families and communities; and

WHEREAS the City of Whitehorse continues important collaboration with First Nations Governments, sharing the role of community leadership in the journey towards Reconciliation, and is focused on making tangible changes and decisions that reflect that work;

NOW THEREFORE, I, Mayor Kirk Cameron, do hereby proclaim September 30, 2026, to be National Day for Truth and Reconciliation in the city of Whitehorse.

Kirk Cameron
Mayor

PROCLAMATION

FIRE PREVENTION WEEK

October 4 to 10, 2026

WHEREAS Fire Prevention Week is a national initiative designed to raise awareness regarding fire safety; and

WHEREAS the 2026 theme, “Charge into Fire Safety: Lithium-Ion Batteries in Your Home,” aims to educate everyone about the importance of using and disposing of lithium-ion batteries safely; and

WHEREAS most fires are both predictable and preventable if individuals are knowledgeable about fire prevention, safety, and what to do in the event of fire; and

WHEREAS it is important to ensure each citizen has a fire-safe place in which to live and work by eliminating fire hazards;

NOW THEREFORE, I, Mayor Kirk Cameron, do hereby proclaim October 4 to 10, 2026, to be Fire Prevention Week in the city of Whitehorse.

Kirk Cameron
Mayor

MINUTES of REGULAR Meeting #2026-16 of the Council of the City of Whitehorse called for 5:30pm on Monday, September 14, 2026, in Council Chambers, City Hall.

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

ALSO PRESENT:	City Manager	David Barrick
	A/Director of Community Services	Jocelyn Gray
	A/Director of Corporate Services	Brittany Dixon
	Director of Development Services	Lindsay Schneider
	Director of Operations	Travis Whiting
	A/Director of People, Culture, and Technology	Kevin Lyslo

*Indicates electronic participation.

Deputy Mayor Hamilton called the meeting to order at 5:30 p.m. **CALL TO ORDER**

AGENDA

2026-16-01
It was duly moved and seconded
THAT the Agenda be adopted as presented.

Carried Unanimously

MINUTES

2026-16-02
It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated August 24, 2026, and Special Council meeting dated August 31, 2026, be adopted as presented.

Carried Unanimously

DELEGATE SUBMISSIONS

Ben Pereira, President, Neighbourly North – Business License Bylaw Amendment – Short-term Rentals

Ben Pereira, president of Neighbourly North, spoke in opposition to proposed Bylaw 2026-24 to amend the Business License Bylaw regarding short-term rental regulations, raising concerns about operator compliance with the Canada Revenue Agency should the changes take effect October 1, 2026, and urged Council to provide a 12-month grace period.

COMMITTEE REPORTS

City Operations Committee

There was no report from the City Operations Committee. No Report

Community Services Committee

2026-16-03

It was duly moved and seconded
Bylaw 2026-27, a bylaw to approve the Joint Use Agreement; an agreement between the City of Whitehorse, the Government of Yukon Department of Education, the Commission scolaire francophone du Yukon, and the First Nation School Board, be brought forward for consideration under the bylaw process.

Joint Use Agreement

Carried (6-1)

IN SUPPORT: Mayor Cameron, Councillors Boyd, Gallina, Hamilton, Melnychuk, Morris
OPPOSED: Councillor Middler

Mayor Kirk Cameron proclaimed September 9, 2026, to be Fetal Alcohol Spectrum Disorder Awareness Day in the city of Whitehorse, a day dedicated to raising awareness and providing information, understanding, and support to reduce the incidence of Fetal Alcohol Spectrum Disorder.

Proclamation – Fetal Alcohol Spectrum Disorder Awareness Day (September 9, 2026)

Mayor Kirk Cameron proclaimed September 10 to be World Suicide Prevention Day in the city of Whitehorse, a day to focus on reducing the stigma surrounding mental health and to change the narrative from one of silence to openness and understanding.

Proclamation – World Suicide Prevention Day (September 10, 2026)

Public Health and Safety Committee

A Committee member inquired about the possibility of putting a light-activated crosswalk on Range Road near Normandy Living to allow seniors and other nearby residents safer crossing to the bus stop and recreational space across the street. Administration confirmed the location is included in the Whistle Bend active transportation connector project currently undergoing the design process.

New Business – Normandy Living Activated Crosswalk

Corporate Services Committee

Administration presented proposed amendments to the Fees and Charges Bylaw in accordance with the third quarter review and responded to questions from Committee members regarding specific fees, timelines, and budget processes. In accordance with Section 26 of the Council Procedures Bylaw, Committee members requested additional information before the bylaw proceeds to First Reading.

Fees and Charges Bylaw Amendment – Third Quarter

2026-16-04

It was duly moved and seconded
THAT travel expenses, estimated at approximately $4,000, be approved for Mayor Cameron to travel to Ottawa, Ontario, in late October 2026, to meet with Government of Canada officials regarding the Build Communities Strong Fund.

Carried Unanimously

Mayor Travel Expense Authorization

City Planning Committee

Councillor Dan Boyd presented a Notice of Motion to bring forward at the next Regular Council meeting on September 14, 2026, to direct Administration to review the Subdivision Control Bylaw provisions that require a minimum of three units for condominium subdivision and report back on the implications of permitting two-unit developments.

Notice of Motion – Councillor Boyd – Two-Unit Condominium Subdivisions

Delegate John Vogt, representing the Yukon Contractors' Association Home Builders Caucus, presented to Council about the benefits of duplex developments and requested the Subdivision Control Bylaw be amended to allow two-unit condominium subdivision. In response to questions from Committee members, the delegate expanded on the benefits for the developer and the buyer.

Delegate John Vogt – Condominium Unit Minimum

Suzanne Greening, Executive Director of Habitat for Humanity, presented to Council about the difficulties and standstill Habitat for Humanity has encountered with their new build project due to the condominium three unit minimum within the Subdivision Control Bylaw, urging Council to consider amending the bylaw. As requested by Committee members, the delegate expanded on how the restrictions have impacted the project.

Delegate Suzanne Greening, Executive Director, Habitat for Humanity – Condominium Unit Restriction

Development Services Committee

There was no report from the Development Services Committee.

No Report

NEW AND UNFINISHED BUSINESS

2026-16-05

It was duly moved and seconded
THAT Council direct Administration to review the Subdivision Control Bylaw provisions that require a minimum of three units for condominium subdivision, and report back to Council on options and implications associated with permitting condominium subdivision of two-unit developments.

Carried Unanimously

Motion – Councillor Boyd – Two-Unit Condominium Subdivisions

BYLAWS

2026-16-06

It was duly moved and seconded
THAT Bylaw 2026-27, a bylaw to approve the Joint Use Agreement; an agreement between the City of Whitehorse, the Government of Yukon Department of Education, the Commission scolaire francophone du Yukon, and the First Nation School Board, be given First Reading.

Carried Unanimously

BYLAW 2026-27
Joint Use Agreement
FIRST READING

2026-16-07

It was duly moved and seconded
THAT Bylaw 2026-27 be given Second Reading.

Carried Unanimously

BYLAW 2026-27
Joint Use Agreement
SECOND READING

2026-16-08

It was duly moved and seconded
THAT Bylaw 2026-24, a bylaw to amend the Business License Bylaw regarding short-term rental regulations, be referred back to Administration to return September 28, 2026, to examine if the amendment would impact operator compliance with the Canada Revenue Agency.

Carried Unanimously

BYLAW 2026-24
Business License Bylaw Amendment – Short-term Rentals
THIRD READING
(Referred)

2026-16-09

It was duly moved and seconded
THAT amended Bylaw 2026-28, a bylaw to amend the Fees and Charges Bylaw regarding short-term rental regulations, be given Third Reading.

Carried (6-1)

IN SUPPORT: Mayor Cameron, Councillors Boyd, Gallina, Hamilton, Melnychuk, Morris
OPPOSED: Councillor Middler

BYLAW 2026-28
Fees and Charges Bylaw Amendment – Short-term Rentals
THIRD READING

There being no further business, the meeting adjourned at 6:39 p.m. **ADJOURNMENT**

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Kirk Cameron, Mayor

_____
Corporate Services

Adopted by Resolution at Meeting #2026-17

Minutes of the meeting of the

City Operations Committee

Date	September 21, 2026	2026-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Lenore Morris - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina Councillor Jenny Hamilton *Councillor Eileen Melnychuk Councillor Anne Middler	
Staff Present	David Barrick, City Manager Jocelyn Gray, A/Director of Community Services 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

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

1. Snow and Ice Control Policy Update

Proposed amendments to the Snow and Ice Control Policy were presented to reflect completed capital projects and budget changes. As requested, Administration provided information about the process to further change presented priorities, budget implications of the proposed changes, snow storage site clarification, and how drainage issues are identified and addressed.

The Recommendation of the City Operations Committee is

THAT Council approve amendments, as proposed, to the Snow and Ice Control Policy.

2. New Business – Transit Route Changes

In response to a question from a Committee member about the recent transit route changes, Administration described the feedback received from drivers and riders and confirmed the City will continue to evaluate for potential improvements.

Minutes of the meeting of the

Community Services Committee

Date	September 21, 2026	2026-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Paolo Gallina - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Jenny Hamilton *Councillor Eileen Melnychuk Councillor Anne Middler Councillor Lenore Morris	
Staff Present	David Barrick, City Manager Jocelyn Gray, A/Director of Community Services 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

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

1. Festival and Special Event Grants Allocations

Administration presented the Festival and Special Event Grants allocations for 2026 and responded to questions from Committee members regarding eligibility criteria and the applications from previous years.

The Recommendation of the Community Services Committee is

THAT Council approve the Festival and Special Event Grant allocations in the amount of $50,000.

2. 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 from November 1, 2026 to October 31, 2028. An extension for the existing lease with DK Nguyen, originally set to expire on September 30, 2026, was also put forward so that services can continue until the new lease is executed. Administration responded to questions about the lease and extending service hours if desired.

The Recommendation of the Community Services Committee is

THAT Council direct that Bylaw 2026-33, a bylaw to authorize a lease agreement with DK Nguyen to provide food concession services at the Frank Slim Building in Shipyards Park, be brought forward for consideration under the bylaw process; and

THAT Council authorize that the existing lease agreement with DK Nguyen be temporarily extended by 90 days or until the new lease begins.

Minutes of the meeting of the

Public Health and Safety Committee

Date	September 21, 2026	2026-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd - Chair Mayor Kirk Cameron Councillor Paolo Gallina Councillor Jenny Hamilton *Councillor Eileen Melnychuk Councillor Anne Middler Councillor Lenore Morris	
Staff Present	David Barrick, City Manager Jocelyn Gray, A/Director of Community Services 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

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

1. New Business – Electric Scooter Restrictions

As requested by a Committee member, Administration confirmed that the regulations for electric scooters, as set out in the E-Bike Bylaw 2021-22, restricts users from wearing headphones while on a roadway and requires a helmet be worn at all times.

Minutes of the meeting of the

Corporate Services Committee

Date	September 21, 2026	2026-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Anne Middler - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina Councillor Jenny Hamilton *Councillor Eileen Melnychuk Councillor Lenore Morris	
Staff Present	David Barrick, City Manager Jocelyn Gray, A/Director of Community Services 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

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

1. Budget Amendment – National Research Council of Canada Water Infrastructure Robustness Study

A budget amendment was presented to add the NRC Water Infrastructure Robustness Study project to the 2026-2029 Capital Expenditure Program, with funding provided by the National Research Council of Canada. In response to questions from Committee members, Administration provided additional information about specific sites of concern and area prioritization rationale, and confirmed most of the research will be handled by the City and shared with the NRC.

The Recommendation of the Corporate Services Committee is

THAT Council amend the 2026 Capital Expenditure Program to increase by $125,000 and create the “NRC Water Infrastructure Robustness Study” project.

2. Fees and Charges Bylaw Amendment – Third Quarter

Per the Committee's request at the Standing Committee meeting on September 8, additional information and analysis regarding the proposed changes to the Fees and Charges Bylaw in accordance with the third quarter review was presented. The information provided covered amendments under the Land and Building, Recreation, Planning, and Waste Management schedules. Previously proposed amendments to the Cemetery, Parks, and Transit schedules were withdrawn. Discussion touched on advertising fees and the active living guide, and primarily focused on square-metre permit rates and the fee for copies of approvals and permits.

In addition to the currently proposed Fees and Charges Bylaw amendment, Committee members requested a review of the square-metre permit rates.

The Recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2026-26, a bylaw to amend the Fees and Charges Bylaw in accordance with the third quarter review, be brought forward for consideration under the bylaw process; and

THAT Council direct that Administration conduct a review of the square-metre permit rates for Council's consideration at a future meeting.

3. Declaration of Commitment and Tri-Council Assembly Memorandum of Understanding Signing – For Information Only

An update was presented on the signing of the Declaration of Commitment and the Tri-Council Assembly Memorandum of Understanding, confirming that both were successfully signed by leaders from the City of Whitehorse, Kwanlin Dün First Nation, and Ta'an Kwäch'än Council on September 2, 2026.

Minutes of the meeting of the

City Planning Committee

Date	September 21, 2026	2026-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Anne Middler - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina Councillor Jenny Hamilton *Councillor Eileen Melnychuk Councillor Lenore Morris	
Staff Present	David Barrick, City Manager Jocelyn Gray, A/Director of Community Services 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

Your Worship, there is no report from the City Planning Committee.

Minutes of the meeting of the

Development Services Committee

Date	September 21, 2026	2026-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jenny Hamilton - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina *Councillor Eileen Melnychuk Councillor Anne Middler Councillor Lenore Morris	
Staff Present	David Barrick, City Manager Jocelyn Gray, A/Director of Community Services 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

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

There being no further business the meeting adjourned at 7:32 p.m.

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Kirk Cameron, Mayor

_____
Corporate Services

ADMINISTRATIVE REPORT

TO:	City Planning Committee
FROM:	Administration
DATE:	September 28, 2026
RE:	Supplemental Report – Business License Bylaw Amendments for Short-Term Rentals and New Short-Term Rental Compliance Grace Period Policy

ISSUE

Supplemental information on amendments to the Business License Bylaw in relation to short-term rentals, and introduction of a Short-Term Rental Compliance Grace Period Policy.

REFERENCE

- Whitehorse 2040 Official Community Plan
- Zoning Bylaw 2025-37
- Business License Bylaw 2017-24
- Proposed Revised Bylaw 2026-24
- Proposed Business License Bylaw Redline (Attachment 1)
- Proposed Short-Term Rental Compliance Grace Period Policy (Attachment 2)

HISTORY

Zoning Bylaw 2025-37 (Zoning Bylaw) was adopted by Council on May 11, 2026. It includes definitions and regulations for short-term rentals, which are set to come into force on October 1, 2026. Changes to the Business License Bylaw, the Fees and Charges Bylaw, and the Housing Development Incentives Policy were brought forward to implement related regulations and policies for short-term rentals.

Council amended the Housing Development Incentives Policy on August 31, 2026, and adopted amendments to the Fees and Charges Bylaw on September 14, 2026. However, Council deferred third reading of Bylaw 2026-24, a bylaw to amend the Business License Bylaw, to September 28, 2026 and directed Administration to provide additional information on how the Canada Revenue Agency treats short-term rentals that are not compliant with municipal regulations, and what impact that may have on short-term rental operators transitioning to compliance under the new municipal regulations.

Administration launched a communications initiative in mid-September to communicate the new short-term rental regulations and application requirements in advance of the regulations coming into force. Current short-term rental operators, as well as future short-term rental operators, are required to apply for a development permit and a business license. Communication methods include an updated City webpage for short-term rentals, social media advertisements, radio advertisements, newspaper advertisements, Public Service Announcements, posters displayed around the city, and information handouts.

ALTERNATIVES

1. Amend Bylaw 2026-24 as recommended and proceed under the bylaw process, adopt the proposed Short-Term Rental Compliance Grace Period Policy, and direct Administration to bring forward a Zoning Bylaw amendment to defer the development permit requirement; or
2. Refer the matter back to Administration.

ANALYSIS

Canada Revenue Agency

The Canada Revenue Agency (CRA) has implemented income tax rules that deny income tax deductions for expenses related to non-compliant short-term rentals for tax years after 2023. Non-compliant short-term rentals include those that do not comply with all applicable municipal registration, licensing and permit requirements. Where a short-term rental is non-compliant for part of a tax year, the amount of otherwise deductible expenses is reduced based on the number of days in the year that the short-term rental was non-compliant.

Zoning and Business License Bylaws

The short-term rental regulations in the Zoning Bylaw are set to come into force on October 1, 2026. The Business License Bylaw amendments were brought forward in anticipation that the business license requirements for short-term rentals could be in place in time for the zoning regulations to come into force.

Administration's approach to implementing the new regulations was to provide time for short-term rental operators to come into compliance once the new regulations come into effect, before taking a more proactive approach to enforcement after about six months. Although Administration intended to take an education-first approach to enforcement during the initial implementation period, operators may still face financial consequences under federal income tax rules if there is any period during which they are not compliant with municipal regulations.

Administration has already taken steps to minimize the potential impact. While applications were initially expected to be accepted starting October 1, 2026, an early application process was opened on September 18 to enable operators to submit applications in advance of the coming into force date.

To ensure that short-term rental operators have the opportunity to avoid any period of non-compliance with municipal regulations, Administration recommends revising the proposed Business License Bylaw amendment to exempt short-term rental operators from requiring a business license until April 1, 2027, while still allowing operators to obtain a business license before that date. This would allow operators to obtain a license in advance and ensure they are fully compliant with the Business License Bylaw when the licensing requirement comes into effect on April 1, 2027.

Short-Term Rental Compliance Grace Period Policy

Administration also recommends that Council adopt a Short-Term Rental Compliance Grace Period Policy, which would defer the requirement for Short-Term Rentals to obtain a

development permit under the Zoning Bylaw until April 1, 2027, and affirm that operators are not considered to be non-compliant in the interim. As with the Business License Bylaw, operators would still be able to obtain a development permit before April 1, 2027, to avoid any period of non-compliance with municipal regulations. While this policy would serve to suspend the development permit requirement temporarily, an amendment to the Zoning Bylaw is required to fully implement this approach. Upon Council's direction, Administration is prepared to bring forward a Zoning Bylaw amendment to this effect.

The Motion to be Considered by Council is (requires a mover and a seconder)

THAT Bylaw 2026-24, a bylaw to amend the Business License Bylaw regarding short-term rental regulations, be amended to exempt short-term rental operators from the requirement to obtain a business license until April 1, 2027;

THAT Council direct that revised Bylaw 2026-24 be brought forward for third reading under the bylaw process;

THAT Council adopt the proposed Short-Term Rental Compliance Grace Period Policy; and

THAT Council direct Administration to bring forward an amendment to the Zoning Bylaw to defer the requirement for Short-Term Rentals to obtain a development permit to April 1, 2027.

OFFICE CONSOLIDATION

CITY OF WHITEHORSE

BYLAW 2017-24

A bylaw to provide for the licensing and regulating of businesses in the City of Whitehorse

WHEREAS section 247 of the *Municipal Act* (R. S. Y. 2002) provides that council may by bylaw impose and collect business licenses and fees, inspection fees, parking fees, recreation fees and other fees, utility charges, fines and penalties as considered necessary; and

WHEREAS section 247 of the *Municipal Act* provides that council may by bylaw take into revenue fines, interest on deposits and investments, any charges for the operation of any services or utilities under the control of Council, and any other funds the municipality may acquire; and

WHEREAS it is deemed desirable to license and regulate businesses carried on or operated within the City for, amongst other reasons, the health, safety and welfare of the citizens of the City of Whitehorse;

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

SHORT TITLE

1. This bylaw may be cited as the "**Business License Bylaw**".

APPLICATION

2. This bylaw applies to any person conducting business within the municipal boundaries of the City of Whitehorse.

3. Wherever the singular or masculine is used in this bylaw, they shall be construed as being the plural or feminine or vice versa.

SEVERABILITY

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

INTERPRETATION

5. In this bylaw, unless the context otherwise requires,

   “ADULT” means a person who is over 19 years of age.

"ADULT BOOK, ADULT MAGAZINE or ADULT VIDEO means any book, magazine, movie or video medium primarily appealing to or designed to primarily appeal to erotic or sexual appetites, or which depicts violence or cruelty.

“AGENT” means a person vested with authority to represent or act for others.

“AMUSEMENT PARK” means any premises where mechanical, electrical, or other devices or exhibits are designed for entertainment of the public.

“APPLICANT” means a person who applies for a license or renewal of a license.

“BED AND BREAKFAST” means a secondary use of a dwelling unit to provide temporary overnight accommodation to visitors, with or without meals, and is hosted by a resident of the dwelling unit who is present during the stay.

"BUSINESS" means:

(1) a commercial, merchandising or industrial activity or undertaking;

(2) a profession, trade, occupation, calling or employment; or

(3) an activity providing goods or services.

“BYLAW” means this bylaw and all appendices forming part of this bylaw, and includes any amendments thereto.

“CHARITABLE ORGANIZATION” means a corporation, trust, or organization registered as a charity under the federal *Income Tax Act* for the purpose of conducting charitable activities such as relief of poverty, advancement of education, advancement of religion, or certain other purposes that benefit the community. The income from a charitable organization cannot be used for the personal benefit of any of its members, shareholders, or governing officials.

"CHILD" means a person who is, or without evidence to the contrary, appears to be, under the age of twelve years.

“CIRCUS” means a large, public entertainment, typically presented in one or more very large tents or in an outdoor or indoor arena, featuring a variety of performances by acrobats and other performers.

"CITY" means the City of Whitehorse.

“CITY MANAGER” means the City Manager of the City of Whitehorse.

"COUNCIL" means the duly elected council of the City of Whitehorse.

“DESIGNATED OFFICER” means an employee of the City of Whitehorse, or an authorised representative as designated by the City Manager.

“DOOR-TO-DOOR SALESPERSON" means any person who, whether as principal or agent:

(1) goes from door-to-door and offers goods, wares or merchandise for sale; or

(2) offers or exposes for sale to any person by means of samples or merchandise to be afterwards delivered or shipped into the City, other than as a mail order business or a wholesale or retail dealer in such merchandise having a permanent place of business in the City.

“GARAGE SALE” means the occasional sale of second-hand household goods belonging to the owner or tenant of residential premises as an accessory use only to the residential dwelling.

“INTER-MUNICIPAL LICENSE” is an Inter-Municipal Business License issued by any municipality signatory to the Inter-Municipal Business License Agreement negotiated between the City and other Yukon municipalities.

“LICENSE” means any business license issued pursuant to this bylaw.

“LICENSED PREMISES” means an establishment holding a Government of Yukon Liquor Board license to sell or distribute liquor.

“LICENSEE” means the holder of a current license under this bylaw.

“LICENSE FEE” means a fee payable for a license under Appendix “A” of the Fees and Charges Bylaw.

“MINOR BUSINESS ACTIVITIES” means operations conducted within the City that involves minimal operating activities and revenue. These operations include artists who sell their products at special events and party plan activities (e.g. Tupperware; Fifth Avenue Jewellery, etc.).

"MOBILE VENDOR" means an independently operated vehicle, structure, or mobile food vending apparatus occupying public or private space typically for the purpose of providing food and beverages, retail products, or services for commercial sale by a business entity, in an outdoor setting to either passers-by or seated patrons.

“NET FLOOR AREA” means the floor area of a building or structure, or part thereof measured from the glazing line or interior walls whether above, below, or at grade excluding attics, boiler rooms, common corridors, electrical vaults, elevators, mechanical rooms, stairwells, and toilets.

“NON-PROFIT SOCIETY” means a group registered with the Government of Yukon as a non-profit society (in good standing) under the *Societies Act*.

“NON-RESIDENT BUSINESS” means any business other than a Resident Business.

"OWNER" includes, but is not limited to, any person who directly or indirectly owns any interest in a corporation or partnership that runs a business or corporation.

"OPERATOR" means a person who owns or operates a business, whether or not the business is licensed pursuant to this bylaw.

"PAWN SHOP" means a business that receives goods held as security for an advance of money.

"PERSON" means an individual, a corporation, an association or a partnership.

"PREMISES" means a store, office, dwelling unit, warehouse, factory, building, enclosure, yard or other place occupied or capable of being occupied, by any person for the purpose of carrying on any business.

"PRIMARY RESIDENCE" means the dwelling unit where a person ordinarily resides, makes their home, and conducts their daily life, and is used for legal, tax, and identification purposes. A person may only have one primary residence at a time.

"PUBLIC LAND" means land that is owned by the City of Whitehorse.

"RESIDENT BUSINESS" means any business which operates from a fixed location within the Yukon or any Door-to-Door Salesperson or Mobile Vendor which is operated by a person residing within the Yukon for six (6) consecutive months immediately prior to the date of application for a business license.

"RESTRICTED GOODS" means cannabis and cannabis-containing products. (***Bylaw 2019-13 passed April 8, 2019***)

"RETAIL SALES/WHOLESALE OUTLETS" means all businesses offering goods, wares and merchandise for sale.

"RETAIL SERVICES–RESTRICTED" means the use of premises for the retail sale of restricted goods to the general public, and includes on-site storage to support the operations of those premises. (***Bylaw 2019-13 passed April 8, 2019***)

"SEASONAL LICENSE" means a business operating for a maximum of six (6) consecutive months per year and includes but is not limited to mobile vendors, contractors, consultants, tour operators, charter operations, and seasonal rental accommodations.

"SECOND HAND STORE" means a business that sells previously owned goods except from a bottle depot, wholesale dealer, or garage sale, and excludes goods donated, books, magazines, comic books, or other similar publications, furniture, rugs, clothing, sports equipment, crafts, building supplies, auto parts other than stereo systems, large electrical appliances such as refrigerators, and household goods such as cutlery, dishes, glassware, lamps, or other similar

items, recycling, used cars, or any other goods declared exempt by the Designated Officer.

"SHORT-TERM RENTAL" means the use of a dwelling unit to provide temporary accommodation to guests for short stays, typically less than 30 days, in exchange for remuneration. Short-term rental does not include visitor accommodation, bed and breakfast, or rooming house.

"SHORT-TERM RENTAL OPERATOR" means a person who is the legal owner or lessee of a dwelling unit that is used as a short-term rental, and who is named on the business license issued for that short-term rental operation. A short-term rental operator may contract a third-party management service to carry out the day-to-day operations of the short-term rental; however, such a service provider is not considered the short-term rental operator for the purposes of this bylaw. The short-term rental operator is responsible for ensuring compliance with all applicable zoning regulations, licensing requirements, and all other applicable legislation.

"STANDARD LICENSE" means a business license that is issued for a 12 month period.

"TRADE NAME" means the name supplied by an applicant and used to identify a business to patrons.

"VENDING MACHINES" means a machine that dispenses small articles including food, drinks, or other products when a coin, bill, or token is inserted.

"YOUNG PERSON" means a person who is, or without evidence to the contrary, appears to be, twelve years of age or more, but under 19 years of age.

DUTIES AND RESPONSIBILITIES

6. The Designated Officer is delegated the authority to grant licenses pursuant to the provisions of this bylaw.

7. The Designated Officer is delegated the authority to refuse, suspend or revoke licenses under this bylaw after giving the applicant or licensee, as the case may be, written notice of the proposed decision.

8. The Designated Officer shall,

   (1) ascertain as far as reasonably practicable that all information furnished by an applicant in connection with an application for a license or transfer of license is true in substance and fact;

   (2) prepare and issue all licenses pursuant to the terms of this bylaw;

   (3) inspect as often as necessary all premises licensed or required to be licensed pursuant to the provisions of this bylaw in order to ascertain that such premises comply with the said provisions; and

(4) prosecute any person who fails to comply with the provisions of this bylaw.

GENERAL REGULATIONS AND LICENSE APPLICATIONS

9. No person shall operate any business within or partly within the City without first having obtained a City of Whitehorse Business License and paid the license fee.

10. Any person, company or organization operating a business as defined in this bylaw shall require a business license.

11. A non-profit organization that is charging for services or selling goods is considered a business, and shall require a business license and pay the applicable license fee.

12. Before the issuance or renewal of a license, an applicant must submit to the City:

(1) an application in a form established by the City;

(2) the license fee;

(3) a trade name certificate from Yukon Government Community Services if the applicant is naming the business anything other than their name;

(4) a letter of compliance from the Yukon Workers' Compensation Health and Safety Board if the applicant is employing anyone other than themselves or the company is registered as a limited (Ltd.) company;

(5) a letter of approval from Yukon Government Health and Social Services if the business relates to any kind of food service or personal service;

(6) proof of liability insurance as detailed in section ~~40~~41; and

(7) any other information required pursuant to this bylaw.

13. Every license issued pursuant to this bylaw shall be valid only with respect to the address of the business stipulated thereon and a separate license is required for each location where a business operates within the City.

14. A valid license will permit a business to carry on the specific activities described in the license application. A licensee must not carry on activities which contravene the provisions of their license or any provisions of this bylaw.

15. A license issued under this bylaw is not transferable from one person, organization or business to another unless authorized by a Designated Officer under section ~~39~~ 40 of this bylaw.

16. No person shall interfere with or obstruct the Designated Officer in the performance of any duties.

SEPARATE LICENSE

17. Where there is more than one separate and distinct business activity operating in or from one premise, each business shall be deemed a separate business and shall require a separate license.

18. The Designated Officer may use discretion to determine whether a business activity falls within an existing license or whether a new license is required.

19. Where there is more than one separate and distinct trade name displayed within one premise, each trade name shall be deemed to indicate the operation of a separate business, for which a separate license is required.

20. Where an umbrella organization such as a farmer's market, tradeshow, or craft fair charges for the use of their space, they shall be required to obtain a business license. Participants who are selling goods at these events are also required to obtain their own license.

EXEMPT FROM LICENSE

21. A license is not required for:

(1) a registered charitable organization;

(2) a non-profit organization that does not conduct business activities;

(3) a performance, concert, exhibition, cultural event or entertainment for which the entire proceeds, above actual expenses, are devoted to a charitable organization;

(4) a performance, concert, exhibition, cultural event or entertainment held in a public theatre or other establishment that holds a current business license;

(5) a garage sale;

(6) the leasing or rental within the city by a single person or entity of a combined total of not more than three of the following:

a. dwelling units or rooms, where the rental term for each dwelling unit or room is not less than 30 days;

b. offices, retail premises, or other commercial spaces, or portions thereof, where the activity consists solely of granting a right of occupancy of the space. For greater certainty, this exemption does not apply to any person carrying on business activities within that space.

~~(6) rental property management services involving three or less rental units, offices, suites, rooms, or spaces within the City;~~

(7) political events and canvassing; and

(8) temporary fundraising activities.

22. The Designated Officer may use discretion when determining whether a particular organization, group or entity is exempt from obtaining a business license.

~~22.~~23. Until April 1, 2027, a business license is not required for a short-term rental business. Despite this temporary exemption, the Designated Officer may issue business licenses before April 1, 2027, for short-term rental businesses that comply with all other requirements of this bylaw.

LICENSE TERM

~~23.~~24. A standard business license required by this bylaw is issued for a 12 month period and shall expire 12 months from the date of issue.

~~24.~~25. A seasonal business license required by this bylaw is issued for a six month consecutive period.

~~25.~~26. The City shall not issue a renewal notice for seasonal business licenses upon the expiration of the license term.

LICENSE FEE

~~26.~~27. A license is not valid until it has been issued by the Designated Officer and the license fee has been paid.

~~27.~~28. An applicant for a license must pay to the City the applicable license fee for that business as set out in Appendix 'A' of the City of Whitehorse Fees and Charges Bylaw. No license shall be issued until the fee is paid.

~~28.~~29. The applicable license fee must be paid:

(1) at the time of application for the original business license; and

(2) on or before the expiration date of the current license if the business is to be carried on beyond the date when the current license expires.

~~29.~~30. The holder of a valid City of Whitehorse business license shall not be entitled to a refund once the license has been issued.

~~30.~~31. The licensee shall notify the Designated Officer of any change regarding the business license and as a result of the change, shall pay any additional fees required by this bylaw or any other bylaw/Legislation.

~~31.~~32. Where the holder of an existing license applies for an additional license, the fee payable for the additional license shall be adjusted so that the renewal date for the additional license falls on the same renewal date as the applicant's existing license.

~~32.~~33. Where license fees are calculated on a square metre basis, the area shall be calculated based on the net floor area of the business commercial space.

~~33.~~34. Council may review the business license fees on an annual basis to ensure that they are reflective of annual inflation, are comparable to other municipalities, and are reflective of City business license operating expenses.

CONDITIONAL LICENSES

~~34.~~35. Where the Designated Officer issues a license subject to certain conditions, the license shall be endorsed with the particulars of such conditions.

LICENSES SUBJECT TO OTHER BYLAWS AND REGULATIONS

~~35.~~36. A license issued under this bylaw is not to be deemed to be a representation by the City to the licensee that the business or proposed business complies with any or all applicable bylaws or other enactments, and the licensee shall ensure compliance with bylaws and other enactments. Where the licensee is found to be in violation of any other bylaw or enactment, the Designated Officer shall cancel the license and not refund the license fees.

TRANSFER OF LICENSE

~~36.~~37. Where a licensee makes application to change the place of business, the Designated Officer may, upon the payment of the prescribed transfer fee and the surrender of the original license, issue a replacement license reflecting the address of the new place of business.

~~37.~~38. A licensee must notify the Designated Officer in writing of any change in the type or nature of the business, and any change in the location or ownership of the business.

~~38.~~39. No replacement license shall be issued in accordance with this bylaw where the premises to which the applicant wishes to transfer the license do not comply with the requirements of all applicable bylaws, or the proposed use of those premises would not comply with the requirements of the said bylaws.

~~39.~~40. Where a licensee makes application to transfer the license to another person or to change the name of the business, the Designated Officer shall, upon receipt of required documentation and payment of the prescribed transfer fee and the surrender of the original license, issue a replacement license in the name of the transferee.

LIABILITY INSURANCE

~~40.~~41. All applications for any business being conducted on public land shall supply proof of valid public liability insurance in an amount of at least two million dollars ($2,000,000.00). The City may require public liability insurance at a higher rate at its sole discretion. The licensee is required to maintain such insurance in force throughout the period that the business license is in effect. The City shall be included as an additional insured and shall be provided 30 days prior notice of cancellation on all general liability policies.

POSTING OF LICENSE IN PREMISES

~~41.~~42. Every licensee shall post the business license in a prominent and conspicuous location to which the public has access, at the place of business for which the license was issued. Where a licensee has no premises within which to post the license, the licensee shall produce the license when required to do so during business hours by a Designated Officer.

~~42.~~43. Upon request from the general public, every licensee shall produce a copy of his/her current business license.

INSPECTIONS

~~43.~~44. A licensee shall permit a Designated Officer to enter and inspect any business premises for the purpose of determining compliance with this bylaw.

~~44.~~45. Upon request by the Designated Officer, all licensees shall produce all documents related to the business including the license, proof of insurance, and any other certification or letters of approval.

~~45.~~46. No person shall attempt to prevent, obstruct or hinder the Designated Officer from making an inspection authorized by this bylaw.

REFUSAL OF LICENSE

~~46.~~47. A Designated Officer may refuse to issue a license if:

(1) The applicant fails to meet the requirements of this bylaw for the license;

(2) The applicant has failed to pay any fee required by this bylaw;

(3) The applicant has been convicted of an indictable offense under the *Criminal Code of Canada* and the Designated Officer, based on reasonable grounds, determines that it is in the public interest to do so;

(4) The applicant has been convicted of an offence under any municipal bylaw or any federal or Yukon enactment with respect to the licensed business, or with respect to the business premises, and the Designated Officer, based on reasonable grounds, determines that it is in the public interest to do so;

(5) Upon inspection, the Designated Officer determines that the premises do not comply with the requirements of any municipal bylaw or any federal or Yukon enactment;

(6) Any information furnished by an applicant in connection with an application for a license or transfer of license is found to be untrue in substance or fact;

(7) The applicant has failed to pay a fine imposed by a Court for a contravention of this bylaw; or

(8) In the opinion of the Designated Officer, based on reasonable grounds, it is in the public interest to do so.

~~47.~~48. The Designated Officer may refuse to issue a license after giving notice, with reasons for the refusal, in writing to the applicant and after giving the applicant an opportunity to be heard.

~~48.~~49. Personal service of the notice of refusal and opportunity to be heard and the refusal issued after hearing by the Designated Officer, is not required where an applicant by reasonable effort cannot be found.

~~49.~~50. In the event the Designated Officer refuses to issue a business licence, written notice of the refusal shall be sent to the applicant within 10 business days, setting out the reasons for the refusal and the time period for appealing.

SUSPENSION AND REVOCATION OF LICENSE

~~50.~~51. A Designated Officer may suspend or revoke a license if the licensee:

(1) is convicted of an indictable offense under the *Criminal Code of Canada* and the Designated Officer, based on reasonable grounds, determines that it is in the public interest to do so;

(2) is convicted of an offence under any municipal bylaw or Federal or Yukon enactment with respect to the business for which the business is licensed, or with respect to the premises named in the business license, and the Designated Officer, based on reasonable grounds, determines that it is in the public interest to do so;

(3) has been guilty of misconduct in respect of the business or the premises named in the business license that warrants suspension or revocation on the basis that it is in the public interest to do so;

(4) has ceased to meet the conditions prerequisite to the issuance of the business license or the premises named in the business license do not comply with the requirements of any municipal bylaw or any federal or Yukon enactment; or

(5) has, in the opinion of the Designated Officer, conducted the business in a manner, performed a service in a manner, or sold, offered for sale, displayed for sale or distributed anything that may be harmful or dangerous to the health or safety of any person.

APPEAL

~~51.~~52. In the event that a business license is refused, suspended or revoked under this bylaw, the applicant or licensee may appeal the refusal, suspension or revocation in writing to Council within 30 days after the license was refused, suspended, or revoked, and Council may grant the request for the issue or reinstatement of the business license.

~~52.~~53. The right of appeal shall terminate unless written notice of the appeal is received by Council within 30 days of the refusal, suspension or revocation.

SPECIFIC BUSINESS REGULATIONS

Adult Book, Adult Magazine or Adult Video

~~53.~~54. Persons who offers adult books, adult magazines, or adult videos for sale, rent, or lease in any premises where such items are on display to the public shall place such items:

(1) At a distance not less than 1.5 metres above the floor; and

(2) In display cases in such manner that only the title is displayed; and

(3) In display cases that are within clear view of the area where payment is made for purchased items.

~~54.~~55. No person shall provide any adult books, adult magazines, or adult videos to any child or young person.

Bed and Breakfast

56. The business license number issued in respect of a bed and breakfast operation shall be included in all listings and advertisements for any bed and breakfast room operated under that license, including online listings on booking platforms.

Door-to-Door Salesperson

~~55.~~57. All applications for a door-to-door salesperson business license where the operator visits private residential dwellings door-to-door must be accompanied by a Royal Canadian Mounted Police “Consent to Release of Information” form for the purpose of performing a criminal record check.

~~56.~~58. No door-to-door salesperson business license where the operator visits private residential dwellings door to door shall be issued to any person who has been convicted under the *Criminal Code of Canada* for an offense relating to:

(1) any sexual offence or an offence tending to corrupt public morals; or

(2) an offence relating to robbery or extortion;

(3) any other offence the Designated Officer believes should disqualify the person in the public interest.

~~57.~~59. For door-to-door salesperson businesses with more than one salesperson, the company shall be required to register with the Yukon Government Community Services Department and have Yukon Workers’ Compensation Health and Safety Board coverage for each salesperson.

~~58.~~60. Each salesperson within a door-to-door salesperson business shall be required to undergo a criminal records check.

~~59.~~61. Each salesperson of a door-to-door salesperson business shall carry a City-issued identification card.

~~60.~~62. Each salesperson is required to display to any person with whom they are conducting business a copy of the business license and identification card.

Goods Offered for Sale on Streets or Public Land

~~61.~~63. No person shall display, store, or accumulate goods or merchandise which are offered for sale or intended to be offered for sale on any street, sidewalk, boulevard, or other public land unless authorised in advance by the Designated Officer.

~~62.~~64. Where goods or merchandise are found stored on a street, sidewalk, boulevard or public land, a Designated Officer may take said goods or merchandise into custody and cause them to be taken to a safe and suitable place, and the said goods or merchandise shall not be released to the owner thereof until the said owner or his agent has paid all costs and charges incurred in the removal and storage of the goods.

~~63.~~65. Goods or merchandise taken into custody that is not reclaimed within three months may be offered for sale by public auction.

~~64.~~66. At the discretion of the Designated Officer the temporary display and sale of merchandise or goods by licensed businesses on sidewalks directly adjacent to their place of business may be allowed, subject to other City bylaws and policies.

~~65.~~67. Mobile Vendors are not permitted to display goods or merchandise which are offered for sale or intended to be offered for sale on a street, sidewalk or boulevard, or other public land other than at pre-determined locations authorised in advance by the City.

Minor Business Operations

~~66.~~68. The discretion of whether a business falls within the minor business category is left to the Designated Officer.

Mobile Vendors

~~67.~~69. Mobile vendors who sell food and beverages are required to submit Yukon Government Health and Social Services approval for new licenses and renewals.

~~68.~~70. All applications for a mobile vendor shall submit written permission from the property owner where the vehicle, structure or apparatus is located on.

Pawn Shops and Second Hand Stores

~~69.~~71. All applications for a Pawn Shop or Second Hand Store business license shall be accompanied by a Royal Canadian Mounted Police “Consent to Release of

Information" form for the owner and operator of the Pawn Shop or Second Hand Store business, for the purpose of performing a criminal record check.

~~70.~~72. No Pawn Shop or Second Hand Store business license shall be issued where any owner or operator of the business has been convicted under the *Criminal Code of Canada* or the *Controlled Drugs and Substances Act* of:

(1) an offence relating to possession or sale of stolen property; or

(2) an offence relating to robbery or theft; or

(3) an offence relating to the trafficking of drugs or narcotics.

Retail Services–Restricted (***Added by Bylaw 2018-40 passed July 23, 2018***)

~~71.~~73. No person shall hold a license as a Retail Services–Restricted business unless the person is the registered owner or lessee of the licensed premises. (***Bylaw 2018-40 passed July 23, 2018***)

~~72.~~74. A license for a Retail Services–Restricted business must not be transferred to another person without prior approval from the Designated Officer under a separate application process for the new license holder. (***Bylaw 2018-40 passed July 23, 2018***)

~~73.~~75. A person who applies for a license to carry on a Retail Services–Restricted business shall submit, together with the requisite fees, an application in a form acceptable to the Designated Officer and the following documents:

(1) a copy of a valid licence to sell restricted goods issued by the Yukon Liquor Corporation;

(2) contact information for a responsible person or persons available to be contacted at any time;

(3) the certificate of title or the lease for the business premises; and

(4) such other documents as may be required by the Designated Officer.

(***Section 73 amended by Bylaw 2019-13 passed April 8, 2019***)

~~74.~~76. No person shall advertise or promote the use of cannabis in any manner by which the advertising or promotion may reasonably be seen or heard by a child or young person who is outside the business premises of a Retail Services–Restricted business. (***Bylaw 2018-40 passed July 23, 2018***)

~~75.~~77. Signs for Retail Services–Restricted businesses are restricted to no more than two fascia or window signs, each sign not exceeding 3.0m^2 in area. Signs may not include graphics which display or identify a cannabis product or accessory. The business name is to be predominantly displayed at all public access points of the Retail Services–Restricted business. (***Bylaw 2018-40 passed July 23, 2018***)

~~76.~~78. No person shall install security bars or roll down shutters on the outside of doors or front windows, or within one meter of the inside face of front windows, comprising part of a Retail Services–Restricted business. (***Bylaw 2018-40 passed July 23, 2018***)

~~77.~~79. Retail Services–Restricted business activity is not permitted between the hours of 10:00 p.m. and 9:00 a.m. the following day. (***Bylaw 2019-13 passed April 8, 2019***)

Short-Term Rentals

80. The name of the business licensee shall be the same as the name of the short-term rental operator to whom the development permit for the short-term rental was issued.

81. A short-term rental operator shall at all times ensure that each short-term rental they operate is lawfully permitted under the Zoning Bylaw, including any requirements respecting the number and location of short-term rentals in relation to the operator's primary residence. If a short-term rental is no longer lawfully permitted, the operator shall immediately cease operation of the short-term rental.

82. Where more than one short-term rental is operated on the same lot by the same operator, only one business license is required for that operation.

83. The business license number issued in respect of a short-term rental operation shall be included in all listings and advertisements for any short-term rental unit operated under that license, including online listings on booking platforms.

Vending Machines

~~78.~~84. Any person operating more than three vending machines within the City shall be required to purchase a business license.

~~79.~~85. No business license shall be required with respect to:

(1) Vending machines which serve or vend only products produced by the owner of the vending machine or his employees; or

(2) Coin operated washers, dryers, or other laundry equipment provided by the owner of any apartment, boarding house, or rooming house or tourist facility for the exclusive use of the residents thereof; or

(3) Coin operated vehicle-washing equipment provided for the exclusive use of residents at a tourist facility.

Vehicle for Hire Companies

~~80.~~86. All applications for a business license for a Vehicle for Hire Company shall be accompanied by a Royal Canadian Mounted Police "Consent to Release of

Information" form for the owner and operator of the Vehicle for Hire Company, for the purpose of performing a criminal record check.

~~80.~~87. No business license for a Vehicle for Hire Company shall be issued where any owner or operator of the business has been convicted under the *Criminal Code of Canada* or the *Controlled Drugs and Substances Act* of:

(1) any sexual offence;
(2) an offence relating to homicide, kidnapping, or abduction;
(3) an offence relating to robbery or extortion; or
(4) an offence relating to the trafficking of drugs or narcotics.

PENALTY

~~81.~~88. Any person who fails to comply with the requirements of this bylaw commits an offence and is liable, upon summary conviction, to:

(1) a voluntary fine under section 20 of the *Summary Convictions Act*, issued in respect of an offence specified in Appendix "A" attached hereto and forming part of this bylaw;

(2) a fine not exceeding ten thousand dollars ($10,000.00) where proceedings are commenced pursuant to the summary conviction provisions of the *Criminal Code of Canada*; or

(3) a fine not exceeding five hundred dollars ($500.00) where proceedings are commenced pursuant to the *Summary Convictions Act* of the Yukon.

REPEAL

~~82.~~89. Bylaw 2013-23, including all amendments thereto, is hereby repealed.

COMING INTO FORCE

~~83.~~90. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and **SECOND READING**: July 24, 2017

THIRD READING and **ADOPTION**: August 7, 2017

ORIGINAL BYLAW SIGNED BY:

"Betty Irwin"
Betty Irwin, Deputy Mayor

"N. L. Felker"
Norma L. Felker, Assistant City Clerk

APPENDIX "A"
VOLUNTARY FINES

Section	Ticket Description	Penalty
Sections 9, 10 and 11	Operate business without a license	$200.00
Section 14	Contravene a provision of the license or bylaw	$200.00
Section 16	Obstruct officer in performance of duties	$200.00
Section ~~30~~31	Fail to notify of change in business license	$100.00
Section ~~37~~38	Fail to notify of a change in business	$100.00
Section ~~41~~42	Fail to display a license in public view	$50.00
Section ~~43~~44	Fail to allow inspection	$400.00
Section ~~44~~45	Fail to provide license or documentation	$200.00
Section ~~45~~46	Obstruct inspection	$400.00
Section ~~53~~54	Adult material improperly displayed	$200.00
Section ~~54~~55	Adult material provided to child or young person	$200.00
Sections 56, 83	Fail to include license number in listings/advertisements	$50.00
Section ~~58~~60	Fail to undergo criminal records check (Door-to-door sales)	$400.00
Section 61~~59~~	Fail to carry City ID (Door-to-door sales)	$200.00
Section 63~~1~~	Unauthorized display, storage, or accumulation of goods	$200.00
Section 67~~5~~	Display goods or merchandise at unauthorized locations	$200.00
Section 70~~68~~	Fail to submit written permission for mobile vending	$100.00
Section 76~~4~~	Advertise or promote cannabis use outside premises	$200.00
Section 79~~7~~	Operate a business during restricted hours	$400.00
Section ~~7~~84	Operate vending machines without business license	$200.00

(***Appendix "A" amended by Bylaw 2019-13 passed April 8, 2019***)

SHORT TERM RENTAL COMPLIANCE GRACE PERIOD POLICY

Policy Number:	**2026-XX**
Approved by:	**Council Resolution [Resolution] dated [Date]**
Effective date:	**Oct. 1, 2026**
Department:	**Planning and Sustainability**

PURPOSE

The purpose of this Council policy is to confirm Council's interpretation of the Zoning Bylaw to include a grace period for operators of Short-Term Rentals to obtain the necessary municipal approvals and maintain their eligibility for expense deductions under applicable Canada Revenue Agency (CRA) regulations.

POLICY STATEMENT

Council may temporarily pause the requirement for Short-Term Rental Operators to obtain a development permit as required under the Zoning Bylaw. Council considers current Short-Term Rental Operators to have a designated period, from October 1, 2026 to April 1, 2027, to comply before being in violation of the Zoning Bylaw. During the designated period, current Short-Term Rental Operators shall be deemed compliant with the Zoning Bylaw with respect to obtaining the required municipal approvals. Council shall bring forward amendments to the Zoning Bylaw during this period to clarify that Short-Term Rental Operators have until April 1, 2027 to obtain the necessary municipal approvals. Administration will continue to issue development permits during this grace period to enable Short-Term Rental Operators to avoid any period of non-compliance with applicable municipal regulations.

APPLICATION

This policy applies to operators of Short-Term Rental properties within the city of Whitehorse.

DEFINITIONS

SHORT-TERM RENTAL means the use of a dwelling unit to provide temporary accommodation to guests for short stays, typically less than 30 days, in exchange for remuneration. Short-term does not include visitor accommodation, bed and breakfast, or rooming house.

SHORT-TERM RENTAL OPERATOR means a person who is the legal owner or lessee of a dwelling unit that is used as a short-term rental, and who is named on the business license issued for that short-term rental operation. A short-term rental operator may contract a third-party management service to carry out the day-to-day operations of the

short-term rental; however, such a service provider is not considered the short-term rental operator for the purposes of the Zoning Bylaw and this policy. The short-term rental operator is responsible for ensuring compliance with all applicable zoning regulations, licensing requirement, and all other applicable legislation.

REFERENCES

Zoning Bylaw 2025-37

HISTORY OF AMENDMENTS

Date of Council Decision	Reference (Resolution #)	Description

CITY OF WHITEHORSE

BYLAW 2026-26

A bylaw to amend Fees and Charges Bylaw 2014-36

WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a quarterly review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedules 1, 5, 9, and 12 and substituting therefore new Schedules 1, 5, 9, and 12, attached hereto as Appendix “A” and forming part of this bylaw.

2. This bylaw shall come into full force and effect on and from final passage thereof.

FIRST and **SECOND READING**:

THIRD READING and **ADOPTION**:

_____

Kirk Cameron, Mayor

_____

Corporate Services

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-28	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Land and Building Services	Building File Information			each	$ 85.71	1-Mar-25	$ 90.00	$ 85.71	1-Mar-25	$ 90.00
Land and Building Services	Admin Filing Fee		This applies to any permit which requires the creation of a new file	each	$ 100.00	1-Mar-25	no gst	$ 100.00	1-Mar-25	no gst
Land and Building Services	**Building Permit Approval**	**Copy of an approval or permit**		**each**				**$ 25.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permits	Payment terms	For all building permit requests, the base rate is due upon submittal of the application, the full amount is due at the time of approval	-	-	1-Mar-25	no gst	-	1-Mar-25	no gst
Land and Building Services	Commercial Building Permit	Base rate of **$510.00** plus .81% of construction value	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Multi Unit Building Permit	Base rate of **$610.00** plus .81% of construction value	~~This applies to constructions creating more than 4 units~~ **Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 250.00	1-Mar-25	no gst	**$ 610.00**	**2-Nov-26**	no gst
Land and Building Services	Single Detached Building Permit	Base rate of **$510.00** plus $5.33/m2	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permit Duplex	Base rate of **$510.00** plus $4.70/m2	Fee simple duplexes will be billed as single detached house **Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permit Triplex	Base rate of **$510.00** plus $7.13/m2	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permit Fourplex	Base rate of **$510.00** plus $8.00/m2	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permit Townhouse	Base rate of **$510.00** plus $5.80/m2	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Pemit Secondary Suite	Base rate of **$510.00** plus $4.50/m2	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permit Garden Suite	Base rate of **$510.00** plus $5.67/m2	**Base rate is a combined fee of Building/Plumbing/Sewer&Water**	minimum	$ 150.00	1-Mar-25	no gst	**$ 510.00**	**2-Nov-26**	no gst
Land and Building Services	Building Permit - Reduced Fees	A fee reduction of 10 % for single-detached, garden and living suites, duplex, triplex, fourplex, townhouse and courtyard housing	Applications deemed complete as per Bylaw 99-50 from November 1 to February 28 (29)	-	-	1-Jan-25	no gst	-	1-Jan-25	no gst
Land and Building Services	Building/Plumbing Permit Refund	Upon written request from applicant within 6 months of original date of issue; and no permit related work on site has begun + deduction of $150.00 or 20% of fee whichever is more		fee	$ 150.00	27-Feb-24	no gst	$ 150.00	27-Feb-24	no gst
Land and Building Services	Building Placement (excluding modular homes)	.71% of construction value on new site (including any renovation) or minimum $180.00		minimum	$ 180.00	1-Mar-25	no gst	$ 180.00	1-Mar-25	no gst
Land and Building Services	Mobile Home Placement	.71% of construction value on new site (including any renovation) or minimum $180.00		minimum	$ 180.00	1-Mar-25	no gst	$ 180.00	1-Mar-25	no gst
Land and Building Services	Construction-No Permit	Construction (including excavation) commenced without prior authorization: Double (2x) the normal fee		each	varies	14-Mar-05	no gst	varies	14-Mar-05	no gst
Land and Building Services	Demolition Permit	Fee ($150) plus deposit of $5.00 per sq. meter of building area – Minimum Deposit $200.00		each	$ 150.00	1-Jan-22	no gst	$ 150.00	1-Jan-22	no gst
Land and Building Services	Special Inspection	Special inspection not under a permit		each	$ 150.00	1-Jul-22	no gst	$ 150.00	1-Jul-22	no gst
Land and Building Services	Heating Appliance Permit	Wood stoves and appliances		each	$ 180.00	1-Mar-25	no gst	$ 180.00	1-Mar-25	no gst
Land and Building Services	Mechanical Permit	(Sprinkler) $180.00 minimum or 0.71% of contract price		minimum	$ 180.00	1-Mar-25	no gst	$ 180.00	1-Mar-25	no gst
Land and Building Services	Plumbing Permit	~~Water & Waste~~ **Minimum $180.00 plus $7.50 per fixture**		minimum	$ 180.00	1-Mar-25	no gst	$ 180.00	1-Mar-25	no gst
Land and Building Services	**Sewer & Water Connection**	**Water service pipe and building sewer from public utility at property line to a building's Plumbing Services**		**each**				**$ 180.00**	**2-Nov-26**	**no gst**
Land and Building Services	Temporary Building	Fee plus $500.00 deposit		each	$ 180.00	1-Mar-25	no gst	$ 180.00	1-Mar-25	no gst
Land and Building Services	Controlled Substance Properties	Service fees as defined in the Controlled Substance Properties Bylaw		all costs	cost +	24-Sep-07	no gst	cost +	24-Sep-07	no gst
Land and Building Services	Controlled Substance Properties	Inspection fee		each	$ 550.00	27-Feb-24	no gst	$ 550.00	27-Feb-24	no gst
Land and Building Services	Controlled Substance Properties	Special safety inspection as defined in the Controlled Substance Properties Bylaw		each	$ 550.00	27-Feb-24	no gst	$ 550.00	27-Feb-24	no gst
Land and Building Services	Controlled Substance Properties	Subsequent inspection re-failure to undertake actions ordered		each	$ 1,100.00	27-Feb-24	no gst	$ 1,100.00	27-Feb-24	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-28	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Land and Building Services	Inspection Fee	Any additional inspection		each	$ 100.00	1-Mar-25	no gst	$ 100.00	1-Mar-25	no gst
Land and Building Services	Minor Building Permit (w/no Plumbing)	Small scale projects	This applies to small projects, such as, but not limited to, decks, sheds, 1 room interior renovations, solar panels,	each	$ 300.00	1-Mar-25	no gst	$ 300.00	1-Mar-25	no gst
Land and Building Services	Major Building Permit (w/no Plumbing)	~~No additional gross floor area (GFA)~~ Large scale projects without additional gross floor area (GFA)	This applies to interior renovations of 2 or more rooms	each	$ 450.00	1-Mar-25	no gst	$ 450.00	1-Mar-25	no gst
Land and Building Services	Major Building Permit (w/no Plumbing)	~~Additional GFA~~ Large scale projects with additional gross floor area (GFA)	This applies to projects such as, but not limited to, additions, carports, garage/shops	each	$ 1,000.00	1-Mar-25	no gst	$ 1,000.00	1-Mar-25	no gst
Land and Building Services	Address Changes	Changing a municipal address	No relocation	each	$ 250.00	27-Feb-24	no gst	$ 250.00	27-Feb-24	no gst
Land and Building Services	Business License	Each business for twelve (12) consecutive months from date of purchase, plus surcharge if applicable		each	$ 176.00	27-Feb-24	no gst	$ 176.00	27-Feb-24	no gst
Land and Building Services	Business License	Door to door salesperson, non resident business	Surcharge	each +	$ 931.00	27-Feb-24	no gst	$ 931.00	27-Feb-24	no gst
Land and Building Services	Business License	Door to door salesperson, non resident business	Surcharge	each +	$ 205.00	27-Feb-24	no gst	$ 205.00	27-Feb-24	no gst
Land and Building Services	Business License	Licensed premises (liquor) above 70 square meters	Surcharge	per sq mtr+	$ 2.32	27-Feb-24	no gst	$ 2.32	27-Feb-24	no gst
Land and Building Services	Business License	Additional short-term rental on the same property by the same operator	Surcharge	per unit	$ 176.00	01-Oct-26	no gst	$ 176.00	01-Oct-26	no gst
Land and Building Services	Business License	Accommodation surcharge (rental housing; hotel/motel) above 5 units or rooms	Surcharge	per room +	$ 8.71	27-Feb-24	no gst	$ 8.71	27-Feb-24	no gst
Land and Building Services	Business License	Mobile home park over 5 spaces	Surcharge	per space+	$ 8.71	27-Feb-24	no gst	$ 8.71	27-Feb-24	no gst
Land and Building Services	Business License	Minor business category	Characterized by minimal operations and revenue (e.g. special event artists, party plan activity)	each +	$ 110.00	27-Feb-24	no gst	$ 110.00	27-Feb-24	no gst
Land and Building Services	Business License	Retail sales/wholesale outlets over 220 square meters		per sq mtr +	$ 0.73	27-Feb-24	no gst	$ 0.73	27-Feb-24	no gst
Land and Building Services	Business License	Retail sales/wholesale outlets over 220 square meters	Surcharge	each +	$ 110.00	27-Feb-24	no gst	$ 110.00	27-Feb-24	no gst
Land and Building Services	Business License	Retail cannabis business	Maximum of 12 consecutive months per year, plus surcharge if applicable	each	$ 2,200.00	27-Feb-24	no gst	$ 2,200.00	27-Feb-24	no gst
Land and Building Services	Business License	Seasonal business license	Maximum of 6 consecutive months per year, plus surcharge if applicable	each +	$ 110.00	27-Feb-24	no gst	$ 110.00	27-Feb-24	no gst
Land and Building Services	Business License	Transfer fee	To transfer the place of business to a new owner	each	$ 29.04	27-Feb-24	no gst	$ 29.04	27-Feb-24	no gst
Land and Building Services	Business License	Transfer fee	To change the name of the business	each	$ 29.04	27-Feb-24	no gst	$ 29.04	27-Feb-24	no gst
Land and Building Services	Business License	Re-application fee	10% late penalty if renewed after business license expiration date from day 1 - 30; $55.00 penalty from day 31 - 365 or 10%, whichever is more	each		10%	27-Feb-24	no gst	10%	2-Nov-26	no gst
Land and Building Services	Business License	Re-application fee	$55.00 reapplication fee after the 30 day period of non-renewal or 10%, whichever is more	each	$ 55.00	27-Feb-24	no gst	$ 55.00	2-Nov-26	no gst
Land and Building Services	Development Cost Charge	Residential, single family	Unserviced country residential living or garden suite	per dwelling	$ 1,040.00	1-Jul-14	no gst	$ 1,040.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, single family	Unserviced services living or garden suite	per dwelling	$ 2,185.00	15-Sep-26	no gst	$ 2,185.00	15-Sep-26	no gst
Land and Building Services	Development Cost Charge	Residential, single family	Urban serviced lot	per dwelling	$ 3,641.00	1-Jul-14	no gst	$ 3,641.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, single family	Country residential serviced lot	per dwelling	$ 3,641.00	1-Jul-14	no gst	$ 3,641.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, single family	Country residential non serviced lot	per dwelling	$ 1,769.00	1-Jul-14	no gst	$ 1,769.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, duplex	Duplex housing	per 2 dwellings	$ 5,826.00	1-Jul-14	no gst	$ 5,826.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, multiple housing	Townhouse	per dwelling	$ 2,913.00	1-Jul-14	no gst	$ 2,913.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, multiple housing	Apartment	per dwelling	$ 2,185.00	1-Jul-14	no gst	$ 2,185.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Residential, multiple housing	Multiple detached dwellings	per dwelling	$ 2,913.00	1-Jul-14	no gst	$ 2,913.00	1-Jul-14	no gst
Land and Building Services	Development Cost Charge	Approved development incentive	Suite development incentive	per dwelling	$ -	24-Feb-20	no gst	$ -	24-Feb-20	no gst
Land and Building Services	Development Cost Charge	Approved development incentive	Rental and supportive housing development incentive	per dwelling	$ -	24-Feb-20	no gst	$ -	24-Feb-20	no gst
Land and Building Services	Development Cost Charge	Approved development incentive	Non-governmental or non-profit incentive	per dwelling	$ -	25-Mar-24	no gst	$ -	25-Mar-24	no gst
Land and Building Services	Development Cost Charge	Development incentive application	Suite development incentive	each	$ 50.00	25-Mar-24	no gst	$ 50.00	25-Mar-24	no gst
Land and Building Services	Development Cost Charge	Development incentive application	Rental and supportive housing, non-governmental or non-profit, tipping fee, and cash grant development incentives	each	$ 250.00	25-Mar-24	no gst	$ 250.00	25-Mar-24	no gst
Land and Building Services	Development Permit	Development Review Committee review fee		each	$ 250.00	1-Mar-25	no gst	$ 250.00	1-Mar-25	no gst
Land and Building Services	Development Permit	Addressing fee	For any subdivision or consultation resulting in a new address, max $1,500.00 charge, charge is applied per address created or deleted	each	$ 50.00	1-Mar-25	no gst	$ 50.00	1-Mar-25	no gst
Land and Building Services	Development Permit	Conditional use - $1,250.00 plus applicable permitted use fee		each +	$ 1,250.00	27-Feb-24	no gst	$ 1,250.00	27-Feb-24	no gst
Land and Building Services	Development Permit	Designated municipal historic resource		each	$ -	27-Jan-03	no gst	$ -	27-Jan-03	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-28	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Land and Building Services	Development Permit	Change of use	Change of use with new zoning requirements: all zones	each	$ 350.00	1-Jan-22	no gst	$ 350.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Change of use	Change of use without new zoning requirements: all zones	each	$ 95.00	1-Jan-22	no gst	$ 95.00	1-Jan-22	no gst
Land and Building Services	Development Permit	New development	New use: housing (any form) resulting in up to four dwelling untis per lot	each unit	$ 175.00	8-Jun-26	no gst	$ 175.00	8-Jun-26	no gst
Land and Building Services	Development Permit	New development	New use: suite (living or garden)	each unit	$ 175.00	8-Jun-26	no gst	$ 175.00	8-Jun-26	no gst
Land and Building Services	Development Permit	New development	New use and/or new Gross Floor Area (GFA): all other uses: $400.00 + $1.10/m2 GFA; minor change to plans for application in progress resulting in revised GFA being <10% more or less than original GFA - no fee change (i.e. no refund if less, no additional charge if more)	each +	$ 400.00	1-Jan-22	no gst	$ 400.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Secondary use of a residence	Home-based business (level one or two), bed and breakfast, family day home, agriculture (minor), housing (residential care), rooming house	each	$ 40.00	1-Jan-22	no gst	$ 40.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Placement of Sign	Per Sign	each	$ 40.00	1-Jan-22	no gst	$ 40.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock permit	Annual permit	each	$ 330.00	27-Feb-24	no gst	$ 330.00	27-Feb-24	no gst
Land and Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Refundable deposit	each	$ 1,500.00	1-May-16	no gst	$ 1,500.00	1-May-16	no gst
Land and Building Services	Development Permit	Demolition/relocation of a structure	Demolition structure (<75 m2)	each	$ 95.00	1-Jan-22	no gst	$ 95.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Demolition/relocation of a structure	Commercial	each	$ 350.00	1-Jan-22	no gst	$ 350.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Demolition/relocation of a structure	Residential	each	$ 250.00	1-Jan-22	no gst	$ 250.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Temporary use permit	Community event	each	$ 40.00	1-Jan-22	no gst	$ 40.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Temporary use permit	Commercial event/development	each	$ 350.00	1-Jan-22	no gst	$ 350.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Temporary use permit	Temporary Use Permit<7 days	each	$ 40.00	1-Jan-22	no gst	$ 40.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Mobile food vendor on public site	Annual permit	each	$ 350.00	1-Jan-22	no gst	$ 350.00	1-Jan-22	no gst
Land and Building Services	Development Permit	Mobile food vendor on public site	Monthly for electricity	monthly	$ 100.00	27-Feb-24	no gst	$ 100.00	27-Feb-24	no gst
Land and Building Services	Development Permit Refund	Development permit refund	~~Refused or withdrawn applications, or~~ Upon written request from applicant within 6 months of original date ~~(provided no permit-related work on site has occured)~~ of issue; and no permit related work on site has begun - deduction of ~~the greater of $55.00 or 50% of fee~~ $150.00 or 20% of fee, whichever is more	each	Varies	1-Apr-21	no gst	Varies	2-Nov-26	no gst
Land and Building Services	Development Permit Appeal	Development permit appeal	Appeal the decision of a Development Officer - refundable if applicant appeal successful	each	$ 300.00	8-Jun-26	no gst	$ 300.00	8-Jun-26	no gst
Land and Building Services	Land Management	Agreements	Development/easement/encroachment/incentive		$ 200.00	25-Mar-24	no gst	$ 200.00	25-Mar-24	no gst
Land and Building Services	Land Management	Minor encroachment			$ 100.00	1-Apr-23	no gst	$ 100.00	1-Apr-23	no gst
Land and Building Services	Land Management	Road Closure Bylaw		each	$ 750.00	27-Feb-24	no gst	$ 750.00	27-Feb-24	no gst
Land and Building Services	Land Management	Subdivision approval extension		each	$ 250.00	29-Jan-07	no gst	$ 250.00	29-Jan-07	no gst
Land and Building Services	Parking	Payment in lieu of providing parking space	Space in the CC, CPG and CMW zones	each space	$ 18,706.00	13-Nov-01	no gst	$ 18,706.00	13-Nov-01	no gst
Land and Building Services	Parking	Payment in lieu of providing parking space	Space in the CM1, CM2 and CNC2 zones	each space	$ 7,967.00	13-Nov-01	no gst	$ 7,967.00	13-Nov-01	no gst
Land and Building Services	Subdivision Application	Condominium (non refundable fee)	Minimum charge $250.00. Maximum Charge $5,000.00. Each unit $100.00	minimum	$ 250.00	1-Mar-25	no gst	$ 250.00	1-Mar-25	no gst
Land and Building Services	Subdivision Application	Consolidation (non refundable fee)	Minimum charge $250.00 Maximum charge $1,000.00 Each lot $100.00 > 2 lots	minimum	$ 250.00	1-Apr-23	no gst	$ 250.00	1-Apr-23	no gst
Land and Building Services	Subdivision Application	Subdivision (non refundable fee)	Minimum charge $250.00. Maximum Charge $5,000.00. Each unit $200.00	each	$ 200.00	1-Apr-23	no gst	$ 200.00	1-Apr-23	no gst
Land and Building Services	Subdivision Application	Property line adjustment or realignment (non refundable fee)	Minimum charge $250.00 Maximum charge $1,000.00 Each lot adjusted/realigned $100.00	each	$ 100.00	1-Apr-23	no gst	$ 100.00	1-Apr-23	no gst
Land and Building Services	Business License List	Special, monthly or partial listing		per page	$ 0.50	27-Feb-24	$ 0.55	$ 0.50	27-Feb-24	$ 0.55
Land and Building Services	Wood Stove Approval	Copy of approval		each	$ 25.00	27-Feb-24	no gst	$ 25.00	27-Feb-24	no gst
Land and Building Services	Use Permit	Temporary or seasonal land use		each	$ 175.00	27-Feb-24	no gst	$ 175.00	27-Feb-24	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Recreation Services	Administration	Withdrawal/change	All programs	each	$ 30.00	1-Sep-23	no gst	$ 30.00	1-Sep-23	no gst
Recreation Services	10 Punch Pass	Adult, 19-59 years	Price is equal to: daily admission x 9	each	$ 80.57	1-Sep-26	$ 84.60	$ 80.57	1-Sep-26	$ 84.60
Recreation Services	10 Punch Pass	60+/student, proof of current post secondary enrollment. Pass expires 2 years from purchase	Price is equal to: daily admission x 9	each	$ 64.24	1-Sep-26	$ 67.45	$ 64.24	1-Sep-26	$ 67.45
Recreation Services	10 Punch Pass	Youth/disabled person, 2-18 years, permanent disability. Pass expires 2 years from date of purchase	Price is equal to: daily admission x 9	each	$ 41.57	1-Sep-26	$ 43.65	$ 41.57	1-Sep-26	$ 43.65
Recreation Services	10 Punch Pass	Family, 2 guardians with up to 5 dependents 18 and under, same address. Pass expires 2 years from date of purchase.	Price is equal to: daily admission adult x 18, daily admission youth x 5	each	$ 184.19	1-Sep-26	$ 193.40	$ 184.19	1-Sep-26	$ 193.40
Recreation Services	30 Day Pass	Adult, 19-59 years	Price is equal to: daily admission x 7	each	$ 62.67	1-Sep-26	$ 65.80	$ 62.67	1-Sep-26	$ 65.80
Recreation Services	30 Day Pass	60+/student	Price is equal to: daily admission x 7	each	$ 50.00	1-Sep-26	$ 52.50	$ 50.00	1-Sep-26	$ 52.50
Recreation Services	30 Day Pass	Youth /disabled person	Price is equal to: daily admission x 7	each	$ 32.33	1-Sep-26	$ 33.95	$ 32.33	1-Sep-26	$ 33.95
Recreation Services	30 Day Pass	1 adult family, 1 guardian with up to 5 dependents 18 and under, same address	Price is equal to: daily admission adult x 7, daily admission youth x 4	each	$ 81.14	1-Sep-26	$ 85.20	$ 81.14	1-Sep-26	$ 85.20
Recreation Services	30 Day Pass	2 adult family, 2 guardian with up to 5 dependents 18 and under, same address	Price is equal to: daily admission adult x 14, daily admission youth x 2	each	$ 134.57	1-Sep-26	$ 141.30	$ 134.57	1-Sep-26	$ 141.30
Recreation Services	6 Month Membership	Adult, 19-59 years	Price equal to: daily admission x 37	per 6 Months	$ 331.14	1-Sep-26	$ 347.70	$ 331.14	1-Sep-26	$ 347.70
Recreation Services	6 Month Membership	60+/student, 60+ years or older, proof of current post secondary enrollment	Price equal to: daily admission x 37	per 6 Months	$ 268.19	1-Sep-26	$ 281.60	$ 268.19	1-Sep-26	$ 281.60
Recreation Services	6 Month Membership	Youth/ disabled person, 2-18 years, permanent disability	Price equal to: daily admission x 37	per 6 Months	$ 170.95	1-Sep-26	$ 179.50	$ 170.95	1-Sep-26	$ 179.50
Recreation Services	6 Month Membership	1 adult family - 1 guardian with up to 5 dependents 18 and under, at same address	Price equal to: daily admission adult x 37, daily admission youth x 20	per 6 Months	$ 423.57	1-Sep-26	$ 444.75	$ 423.57	1-Sep-26	$ 444.75
Recreation Services	6 Month Membership	2 adult family - 2 guardians with up to 5 dependents 18 and under, at same address	Price equal to: daily admission adult x 74, daily admission youth x 12	per 6 Months	$ 717.76	1-Sep-26	$ 753.65	$ 717.76	1-Sep-26	$ 753.65
Recreation Services	1 year Membership	Adult, 19-59 years	Price equal to: daily admission x 67	year	$ 599.67	1-Sep-26	$ 629.65	$ 599.67	1-Sep-26	$ 629.65
Recreation Services	1 year Membership	60+/student	Price equal to: daily admission x 67	year	$ 478.38	1-Sep-26	$ 502.30	$ 478.38	1-Sep-26	$ 502.30
Recreation Services	1 year Membership	Youth/ disabled person	Price equal to: daily admission x 67	year	$ 309.52	1-Sep-26	$ 325.00	$ 309.52	1-Sep-26	$ 325.00
Recreation Services	1 year Membership	1 adult family	Price equal to: daily admission adult x 67, daily admission youth x 35	year	$ 761.33	1-Sep-26	$ 799.40	$ 761.33	1-Sep-26	$ 799.40
Recreation Services	1 year Membership	2 adult family	Price equal to: daily admission adult x 134, daily admission youth x 22	year	$ 1,300.95	1-Sep-26	$ 1,366.00	$ 1,300.95	1-Sep-26	$ 1,366.00
Recreation Services	Adult Programming	Minimum 100% recoverable	Including all partnership programs	each	See Leisure Guide	1-Jan-10	See Leisure Guide	See Leisure Guide	1-Jan-10	See Leisure Guide
Recreation Services	**Advertising, posters**	**Poster ads in CGC and Takhini**	**In public washrooms, change rooms, etc;**	**monthly**				**$ 28.29**	**1-Oct-26**	**$ 29.70**
Recreation Services	**Advertising, posters**	**Poster ads in CGC and Takhini**	**In public washrooms, change rooms, etc; -min of 12 month rental**	**year**	**$ 346.29**	**1-Sep-26**	**$ 363.60**		**1-Oct-26**	**REMOVE FEE**
Recreation Services	Advertising	All advertising at Takhini	65% of CGC advertising rate (board ads, CGC resurfacer, ice logo)	year	65% of CGC rates	1-Jan-26	65% of CGC rates	65% of CGC rates	1-Jan-26	65% of CGC rates
Recreation Services	Advertising, resurfacer	CGC resurfacer	1 section of resurfacer (side, top, etc.) - min of 12 month rental	year	$ 927.90	1-Sep-26	$ 974.30	$ 927.90	1-Sep-26	$ 974.30
Recreation Services	Advertising	Resurfacer - CGC	Entire machine	month	$ 206.28	1-Sep-26	$ 216.60	$ 206.28	1-Sep-26	$ 216.60
Recreation Services	Advertising, ice logo	CGC ice logo - large size logos	Centre ice - 2 year rental	year	$ 2,426.86	1-Sep-26	$ 2,548.20	$ 2,426.86	1-Sep-26	$ 2,548.20
Recreation Services	Advertising, ice logo	CGC ice - medium size logos	Neutral or end zone or blue line - 2 year rental	year	$ 1,213.20	1-Sep-26	$ 1,273.86	$ 1,213.20	1-Sep-26	$ 1,273.86
Recreation Services	Advertising, ice logo	CGC ice - small size logos	Face off dots - 2 year rental	year	$ 309.57	1-Sep-26	$ 325.05	$ 309.57	1-Sep-26	$ 325.05
Recreation Services	**Advertising**	**Active living guide-non-profit organizations**	**Half page**	**each**	**$ 90.24**	**1-Sep-23**	**$ 94.75**			**REMOVE FEE**
Recreation Services	**Advertising**	**Active living guide-non-profit organizations**	**Full page**	**each**	**$ 150.09**	**1-Sep-23**	**$ 157.60**			**REMOVE FEE**
Recreation Services	**Advertising**	**Active living guide - profit organizations**	**Half page**	**each**	**$ 150.09**	**1-Sep-23**	**$ 157.60**			**REMOVE FEE**
Recreation Services	**Advertising**	**Active living guide - profit organizations**	**Full page**	**each**	**$ 266.81**	**1-Sep-23**	**$ 280.15**			**REMOVE FEE**
Recreation Services	**Advertising**	**Active living guide - cover pages**	**10% off 2 editions, 15% off 3 editions**	**each**	**$ 1,613.24**	**1-Sep-23**	**$ 1,693.90**			**REMOVE FEE**
Recreation Services	Advertising, Hallway Signs	Hallway beam signs	Takhini Arena only - min of 12 month rental	year	$ 93.29	1-Sep-26	$ 97.95	$ 93.29	1-Sep-26	$ 97.95
Recreation Services	Advertising, Rinkboards	Board advertising - min 12 month rental	Rink board advertising for arenas and fieldhouses	month	$ 81.05	1-Sep-26	$ 85.10	$ 81.05	1-Sep-26	$ 85.10
Recreation Services	Advertising, Wallboards	Wall board advertising - CGC arenas and fieldhous	4x8 sign - min of 12 month rental	year	$ 641.76	1-Sep-26	$ 673.85	$ 641.76	1-Sep-26	$ 673.85

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Recreation Services	Children/Youth/60+/Disabled Programming	Minimum 50% recoverable	Not including day camp	each	See Leisure Guide	1-Jan-10	See Leisure Guide	See Leisure Guide	1-Jan-10	See Leisure Guide
Recreation Services	Daily Single Admission	Adult	19 - 59 years	each	$ 8.97	1-Sep-26	$ 9.41	$ 8.97	1-Sep-26	$ 9.41
Recreation Services	Daily Single Admission	60+/student	60 years or older or proof of current post-secondary enrollment	each	$ 7.14	1-Sep-26	$ 7.50	$ 7.14	1-Sep-26	$ 7.50
Recreation Services	Daily Single Admission	Youth or disabled	2 to 18 years or proof of permanent disability	each	$ 4.63	1-Sep-26	$ 4.86	$ 4.63	1-Sep-26	$ 4.86
Recreation Services	Daily Single Admission	Family	2 guardians with up to 5 dependents 18 and under, at the same address	each	$ 20.57	1-Sep-26	$ 21.60	$ 20.57	1-Sep-26	$ 21.60
Recreation Services	Daily Single Admission	Small child	Under 2	each	no charge	15-Oct-05	no charge	no charge	15-Oct-05	no charge
Recreation Services	Damage Deposit	Dry floor rentals or any rentals where liquor is served or consumed - $500.00 per booking		per booking	$ 500.00	1-Jan-10	no gst	$ 500.00	1-Jan-10	no gst
Recreation Services	Day-camp Programming	Minimum 60% recoverable		each	See Leisure Guide	1-Mar-11	See Leisure Guide	See Leisure Guide	1-Mar-11	See Leisure Guide
Recreation Services	Drop-in - No Show Fee	Registered drop-in no show fee	Daily single admission fee will be charged for no-shows. Family daily admission will not apply to this	each	No show fee	24-Feb-25	plus gst	No show fee	24-Feb-25	plus gst
Recreation Services	Group Membership	6 month or 1 year membership	All government, organizations or businesses that can show proof of business license will receive 10% off individual memberships		$ -	1-Jan-26	no gst	$ -	1-Jan-26	no gst
Recreation Services	Keys Deposit	All facilities	All facilities	each	$ 50.00	1-Jan-10	no gst	$ 50.00	1-Jan-10	no gst
Recreation Services	Membership Cancellation Fee	Cancellation fee for 6 month and 1 year memberships	For cancellation of memberships	each	$ 30.62	1-Sep-26	$ 32.15	$ 30.62	1-Sep-26	$ 32.15
Recreation Services	Office Space	Office space rental - Takhini Arena	minimum 12 month rental	year	$ 3,116.19	1-Sep-26	$ 3,272.00	$ 3,116.19	1-Sep-26	$ 3,272.00
Recreation Services	~~Booking~~ **Rental,** Amendment Fee	Request for changes to the applicant's rentals after being firmed up	for cancellations, deletions, or negative impact to other bookings	each	$ 30.62	1-Sep-26	$ 32.15	**$ 30.00**	**1-Oct-26**	**$ 31.50**
Recreation Services	~~Booking~~ **Rental,** Cancellation Fee	Facility booking cancellations	For cancellation of full booking	each	$ 51.00	1-Sep-26	$ 53.55	**$ 50.00**	**1-Oct-26**	**$ 52.50**
Recreation Services	Rental	Additional staff - required for rental or event support	Hourly rate of step 4 FA + benefits	hour	hourly rate + benefits	1-Jan-26	hourly rate + benefits	hourly rate + benefits	1-Jan-26	hourly rate + benefits
Recreation Services	Rental	Mobile electric cart	240 volts	each	$ 116.19	1-Sep-26	$ 122.00	$ 116.19	1-Sep-26	$ 122.00
Recreation Services	Rental	Chairs	Chair rentals for bookings	each	$ 2.71	1-Sep-26	$ 2.85	$ 2.71	1-Sep-26	$ 2.85
Recreation Services	Rental	Outside hours operation rental, Takhini	Charges at regular rental rate, non-profit do not apply - April 1 - September 30	each	per rental type	1-Jan-26	per rental type	per rental type	1-Jan-26	per rental type
Recreation Services	Rental, Dry Floor (Arenas)	Regular rate	Plus cost of staff	hour	$ 190.33	1-Sep-26	$ 199.85	$ 190.33	1-Sep-26	$ 199.85
Recreation Services	Rental, Dry Floor (Arenas)	Youth/60+/persons with disabilities (Y/SE/D) non-profit discount	Plus cost of staff	hour	$ 87.65	1-Sep-26	$ 90.20	$ 87.65	1-Sep-26	$ 90.20
Recreation Services	Rental, Dry Floor (Arenas)	Adult non-profit discount	Plus cost of staff	hour	$ 131.25	1-Sep-26	$ 137.80	$ 131.25	1-Sep-26	$ 137.80
Recreation Services	Rental, Ice	Adult non-profit non-prime	Non prime time 6am-3pm, Mon-Fri ~~and summer May-August~~	hour	$ 145.14	1-Sep-26	$ 152.40	$ 145.14	1-Sep-26	$ 152.40
Recreation Services	Rental, Ice	Adult non-profit prime	Prime time ~~Sept-April~~ 3pm - close and weekends	hour	$ 92.10	1-Sep-26	$ 96.71	$ 92.10	1-Sep-26	$ 96.71
Recreation Services	Rental, Ice	Y/60+/D non-profit non-prime	Non prime time 6am-3pm, Mon-Fri ~~and summer May-August~~	hour	$ 193.62	1-Sep-26	$ 203.30	$ 193.62	1-Sep-26	$ 203.30
Recreation Services	Rental, Ice	Y/60+/D non-profit prime	Prime time ~~Sept-April~~ 3pm - close and weekends	hour	$ 122.76	1-Sep-26	$ 128.90	$ 122.76	1-Sep-26	$ 128.90
Recreation Services	Rental, Ice	Regular rate, adult prime	All year - groups, individuals renting ice who are not non-profit	hour	$ 247.95	1-Sep-26	$ 260.35	$ 247.95	1-Sep-26	$ 260.35
Recreation Services	Rental, Sports Equipment	Skate rentals/badminton racquets		per unit	$ 4.19	1-Sep-26	$ 4.40	$ 4.19	1-Sep-26	$ 4.40
Recreation Services	Rental, Fieldhouses	Adult non-profit, prime	~~Flexihall or Fieldhouse~~ Prime **time** 3pm - close and weekends	hour	$ 135.10	1-Sep-26	$ 141.85	$ 135.10	1-Sep-26	$ 141.85
Recreation Services	Rental, Fieldhouses	Adult non-profit, non-prime	~~Flexihall or Fieldhouse~~ Non prime time 6am-3pm, Mon-Fri ~~and summer May-August~~	hour	$ 101.38	1-Sep-26	$ 106.45	$ 101.38	1-Sep-26	$ 106.45
Recreation Services	Rental, Fieldhouses	Regular rate, prime	Flexihall or Fieldhouse **rentals** Sept - April	hour	$ 175.14	1-Sep-26	$ 183.90	$ 175.14	1-Sep-26	$ 183.90
Recreation Services	Rental, Fieldhouses	Regular rate, summer	Flexihall or Fieldhouse **rentals** May - August	hour	$ 131.23	1-Sep-26	$ 137.80	**$ 153.00**	**1-Oct-26**	**$ 160.65**
Recreation Services	Rental, Fieldhouses	Y/60+/D non-profit, prime	~~Flexihall or Fieldhouse~~ Prime **time** 3pm - close and weekends	hour	$ 90.14	1-Sep-26	$ 94.65	$ 90.14	1-Sep-26	$ 94.65
Recreation Services	Rental, Fieldhouses	Y/60+/D non-profit, non-prime	~~Flexihall or Fieldhouse~~ Non prime time 6am-3pm, Mon-Fri ~~and summer May-August~~	hour	$ 67.62	1-Sep-26	$ 71.00	$ 67.62	1-Sep-26	$ 71.00
Recreation Services	Rental, Floor Covering	Floor covering installation	Cost of 2 staff x hours of set-up and take-down	actual cost	actual cost	1-Sep-26	actual cost	actual cost	1-Sep-26	actual cost
Recreation Services	Rental, For-Profit	For profit rentals of facility bookings	Double non-profit rate or discretion of manager or designate to meet minimum full cost recovery	each		1-Sep-26			1-Sep-26	

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Recreation Services	Rental, General Equipment	General equipment	Disc golf kit rental (3 discs in carry bag) - summer only	per unit	$ 4.76	1-Jan-26	$ 5.00	$ 4.76	1-Jan-26	$ 5.00
Recreation Services	Rental, Kiosk Space	Public non-profit		day	$ 33.43	1-Jan-26	$ 35.10	$ 33.43	1-Jan-26	$ 35.10
Recreation Services	Rental, Kiosk Space	Public regular rate	For-profit with written approval by department manager or designate	day	$ 67.00	1-Sep-26	$ 70.35	$ 67.00	1-Sep-26	$ 70.35
Recreation Services	Rental, Leisure Ice	Dry-floor leisure ice	1/3 of dry floor arena rates	1/2 day	$ -	1-Jan-11	no gst	$ -	1-Jan-11	no gst
Recreation Services	Rental, Meeting Space	Public large meeting area	Grey Mountain room, wellness studio, mezzanine	hour	$ 63.00	1-Jan-26	$ 66.15	$ 63.00	1-Jan-26	$ 66.15
Recreation Services	Rental, Meeting Space	Public large meeting area - day rental - 10 to 24 hours	Grey Mountain room, wellness studio, mezzanine - fee equals hourly rental rate of large meeting space x 10	day	$ 630.00	1-Jan-26	$ 661.50	$ 630.00	1-Jan-26	$ 661.50
Recreation Services	Rental, Meeting Space	Public small meeting area	Grey Mountain room kitchen, meeting rooms, boardroom and portion of concourse	hour	$ 31.49	1-Jan-26	$ 33.06	$ 31.49	1-Jan-26	$ 33.06
Recreation Services	Rental, Meeting Space	Public Grey Mountain Room - kitchen day rental - 10 to 24 hours	Grey Mountain room kitchen, fee equals hourly rate of small meeting space x 10	day	$ 314.90	1-Jan-26	$ 330.65	$ 314.90	1-Jan-26	$ 330.65
Recreation Services	Rental, Minor Equipment	Minor equipment fee for bookings	Podium, ~~NEAT board~~, projectors, **minor equipment**	each	$ 13.43	1-Sep-26	$ 14.10	$ 13.43	1-Sep-26	$ 14.10
Recreation Services	Rental, Parking Lot	Public regular rate	Available all year, approval by deparment manager or designate	hour	$ 49.43	1-Jan-26	$ 51.90	$ 49.43	1-Jan-26	$ 51.90
Recreation Services	Rental, Pool	Regular rate	2 Lifeguards for up to 50 people	hour	$ 376.29	1-Sep-26	$ 395.10	$ 376.29	1-Sep-26	$ 395.10
Recreation Services	Rental, Pool	Adult non-profit	2 Lifeguards for up to 50 people	hour	$ 282.25	1-Sep-26	$ 296.36	$ 282.25	1-Sep-26	$ 296.36
Recreation Services	Rental, Pool	Y/60+/D non-profit	2 Lifeguards for up to 50 people	hour	$ 188.48	1-Sep-26	$ 197.90	$ 188.48	1-Sep-26	$ 197.90
Recreation Services	Rental, Pool Lane	Pool lane	1/8 of pool rental rates	hour	$ -	1-Sep-23	$ -	$ -	1-Sep-23	$ -
Recreation Services	Rental, Sport Equipment Usage	Sport equipment rental~~/usage~~ fee	Sport equipment usage **fee for non-users group** ~~all regular~~ **bookings (ex. Birthday parties, 1 off bookings**~~, pool equipment~~**)**	per rental	$ 10.00	1-Jan-26	$ 10.50	$ 10.00	1-Jan-26	$ 10.50
Recreation Services	Rental, Stage	1/2 cost of staff (4x8)	1 section of stage setup is 1/2 staff cost	each	actual cost	1-Jan-26	actual cost	actual cost	1-Jan-26	actual cost
Recreation Services	Rental, Static Display Space	Public non-profit		day	$ 15.43	1-Jan-26	$ 16.20	$ 15.43	1-Jan-26	$ 16.20
Recreation Services	Rental, Static Display Space	Public regular rate	For-profit with written approval by department manager or designate	day	$ 26.81	1-Sep-26	$ 28.15	$ 26.81	1-Sep-26	$ 28.15
Recreation Services	Rental, Tables	Table rentals	Table rental for bookings		$ 6.19	1-Jan-26	$ 6.50	$ 6.19	1-Jan-26	$ 6.50
Recreation Services	Rental, Tables	Table rentals - 20 and over	15% off table price (tables)	each	15% off table price (tables)	1-Jan-26		15% off table price (tables)	1-Jan-26	
Recreation Services	Seasonal Booking Amendment Fee	Regular season bulk bookings amendment fee	Min of $30.00 max of 10% of cancelled time on booking	each	See details	24-Feb-25	no gst	See details	24-Feb-25	no gst
Recreation Services	Storage/Exclusive Use Space	Storage locker	Less than 100 cubic feet- minimum 12 month rental	year	$ 153.62	1-Sep-26	$ 161.30	$ 153.62	1-Sep-26	$ 161.30
Recreation Services	Storage/Exclusive Use Space	Storage locker	Less than 100 cubic feet- minimum 12 month rental	month	$ 11.64	1-Sep-25	$ 12.22	$ 11.64	1-Sep-25	$ 12.22
Recreation Services	Storage/Exclusive Use Space	Small areas	100-299 cu ft. - minimum 12 month rental	year	$ 569.29	1-Sep-26	$ 597.75	$ 569.29	1-Sep-26	$ 597.75
Recreation Services	Storage/Exclusive Use Space	Small areas	100-299 cu ft. - minimum 12 month rental	month	$ 46.51	1-Sep-25	$ 48.84	$ 46.51	1-Sep-25	$ 48.84
Recreation Services	Storage/Exclusive Use Space	Medium areas	300-699 cu ft.- minimum 12 month rental	year	$ 853.76	1-Sep-26	$ 896.45	$ 853.76	1-Sep-26	$ 896.45
Recreation Services	Storage/Exclusive Use Space	Medium areas	300-699 cu ft.- minimum 12 month rental	month	$ 69.75	1-Sep-25	$ 73.24	$ 69.75	1-Sep-25	$ 73.24
Recreation Services	Storage/Exclusive Use Space	Large areas	700-1000 cu ft. - minimum 12 month rental	year	$ 1,136.76	1-Sep-26	$ 1,193.60	$ 1,136.76	1-Sep-26	$ 1,193.60
Recreation Services	Storage/Exclusive Use Space	Large areas	700-1000 cu ft. - minimum 12 month rental	month	$ 92.87	1-Sep-25	$ 97.51	$ 92.87	1-Sep-25	$ 97.51
Recreation Services	Storage/Exclusive Use Space	Large Area or specialized areas	Over 1000 cubic feet or has specialized services - minimum 12 month rental	year	$ 1,422.29	1-Sep-26	$ 1,493.40	$ 1,422.29	1-Sep-26	$ 1,493.40
Recreation Services	Storage/Exclusive Use Space	Large Area or specialized areas	Over 1000 cubic feet or has specialized services - minimum 12 month rental	month	$ 116.20	1-Sep-25	$ 122.01	$ 116.20	1-Sep-25	$ 122.01
Recreation Services		Non-profit groups charging admission pay the regular rate - this will apply to all non-profit rates			$ -	23-Feb-09	no gst	$ -	23-Feb-09	no gst
Recreation Services		For profit groups minimum full cost recovery plus negotiated terms by the Department Manager or designate			$ -	1-Mar-11	no gst	$ -	1-Mar-11	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Planning and Sustainability	**Official Community Plan (OCP)**	**OCP amendment fee**	**Text or mapping changes to the OCP**	**each**	**$ 2,000.00**	**1-Jan-20**	**no gst**			**REMOVE FEE**
Planning and Sustainability	Official Community Plan (OCP)	OCP amendment	Text change to the OCP	each	$ 2,000.00	1-Jan-25	no gst	$ 2,000.00	1-Jan-25	no gst
Planning and Sustainability	Official Community Plan (OCP)	OCP amendment	Residential mapping change to the OCP	each	$ 3,000.00	1-Jan-25	no gst	$ 3,000.00	1-Jan-25	no gst
Planning and Sustainability	Official Community Plan (OCP)	OCP amendment	Non-residential or mixed-use mapping change to the OCP	each	$ 4,000.00	1-Jan-25	no gst	$ 4,000.00	1-Jan-25	no gst
Planning and Sustainability	Zoning Amendment	Zoning Bylaw amendment	Text change to the Zoning Bylaw	each	$ 2,000.00	1-Jan-20	no gst	$ 2,000.00	1-Jan-20	no gst
Planning and Sustainability	Zoning Amendment	Zoning Bylaw amendment	Residential mapping change to the Zoning Bylaw	each	$ 3,000.00	1-Jan-25	no gst	$ 3,000.00	1-Jan-25	no gst
Planning and Sustainability	Zoning Amendment	Zoning Bylaw amendment	Non-residential and mixed-use mapping change to the Zoning Bylaw	each	$ 4,000.00	1-Jan-25	no gst	$ 4,000.00	1-Jan-25	no gst
Planning and Sustainability	Zoning Amendment	Designated municipal historic resource		each	$ -	27-Jan-03	no gst	$ -	27-Jan-03	no gst
Planning and Sustainability	OCP / Zoning Amendment	Combination OCP/Zoning amendment	Similar text amendment to the OCP and Zoning Bylaw	each	$ 3,000.00	1-Jan-25	no gst	$ 3,000.00	1-Jan-25	no gst
Planning and Sustainability	OCP / Zoning Amendment	Combination OCP/Zoning amendment	Similar residential mapping amendment to the OCP and Zoning Bylaw	each	$ 4,000.00	1-Jan-25	no gst	$ 4,000.00	1-Jan-25	no gst
Planning and Sustainability	OCP / Zoning Amendment	Combination OCP/Zoning amendment	Similar non-residential or mixed-use mapping amendment to the OCP and Zoning Bylaw	each	$ 5,000.00	1-Jan-25	no gst	$ 5,000.00	1-Jan-25	no gst
Planning and Sustainability	Master Plan	Review fee		each	$ 3,000.00	1-Jan-25	no gst	$ 3,000.00	1-Jan-25	no gst
Planning and Sustainability	Master Plan	Waiver fee		each	$ 100.00	1-Jan-25	no gst	$ 100.00	1-Jan-25	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Waste	Curbside Collection	Eligible premises - garbage, organics and recycling biweekly collection		per dwelling unit/month	$ 15.51	1-Jan-26	no gst	$ 15.51	1-Jan-26	no gst
Waste	Commercial Organics Collection	1 cart - weekly collection		per cart/month	$ 38.76	1-Jan-26	no gst	$ 38.76	1-Jan-26	no gst
Waste	Commercial Organics Collection	Additional cart - weekly collection		per cart/month	$ 34.68	1-Jan-26	no gst	$ 34.68	1-Jan-26	no gst
Waste	Commercial Organics Collection	Large volume - 2 yard bin - weekly collection		per bin/month	$ 280.50	1-Jan-26	no gst	$ 280.50	1-Jan-26	no gst
Waste	Commercial Organics Collection	Large volume - 3 yard bin - weekly collection		per bin/month	$ 316.20	1-Jan-26	no gst	$ 316.20	1-Jan-26	no gst
Waste	Commercial Organics Collection	Hold in service - bin removal and replacement		each	$ 300.00	1-Jul-18	no gst	$ 300.00	1-Jul-18	no gst
Waste	Commercial Organics Collection	Hold in service - cart removal and replacement		each	$ 200.00	1-Jul-18	no gst	$ 200.00	1-Jul-18	no gst
Waste	Commercial Organics Collection	Hold in service - freeze and reactivate billing		per site	$ 50.00	1-Jul-18	no gst	$ 50.00	1-Jul-18	no gst
Waste	Organic Waste	Organic waste	Food waste, food-soiled paper, leaf and yard waste, certified compostable containers	per tonne	$ 74.00	1-Apr-26	no gst	$ 74.00	1-Apr-26	no gst
Waste	Organic Waste	Woodchips and sawdust	Clean woodchips and sawdust from untreated wood - no gravel	no charge	$ -	1-Jun-15	no gst	$ -	1-Jun-15	no gst
Waste	Household Hazardous Waste	Household hazardous waste - residential quantities	No charge if brought separately. Commercial quantities not accepted	no charge	-	1-Apr-25	no gst	-	1-Apr-25	no gst
Waste	Weighed Load	Minimum weighed load fee	Mixed loads charged at highest applicable fee	minimum fee	$ 6.00	1-Apr-25	no gst	$ 6.00	1-Apr-25	no gst
Waste	Controlled Waste	Animal carcasses	No slaughter waste. **Immediate burial surcharge may apply**	per tonne	$ 146.00	1-Apr-26	no gst	$ 146.00	1-Apr-26	no gst
Waste	Controlled Waste	~~Asbestos load fee~~ **Waste requiring immediate burial** - surcharge in addition to weighed ~~asbestos~~ fee	Must notify Waste Management Facility in advance prior to disposal	surcharge	$ 194.00	1-Apr-26	no gst	$ 194.00	1-Apr-26	no gst
Waste	Controlled Waste	~~Materials containing asbestos~~ **Controlled waste** from outside City boundaries	~~Must notify Waste Management Facility in advance prior to disposal~~ **Prior approval from Designated Officer required before disposal**	per tonne	$ 444.00	1-Apr-26	no gst	$ 444.00	1-Apr-26	no gst
Waste	Controlled Waste	Appliances and white goods (containing refrigerant)	Surcharge in addition to weighed fee	surcharge	$ 50.00	1-Apr-25	no gst	$ 50.00	1-Apr-25	no gst
Waste	Controlled Waste	Materials containing asbestos	Must notify Waste Management Facility in advance prior to disposal	per tonne	$ 253.00	1-Apr-26	no gst	$ 253.00	1-Apr-26	no gst
Waste	Controlled Waste	Boxsprings, mattresses	Surcharge in addition to weighed fee	surcharge	$ 20.00	1-Apr-24	no gst	$ 20.00	1-Apr-24	no gst
Waste	Controlled Waste	Clean wood and brushing	Untreated, unpainted, unglued, uncontaminated brush or dimensional lumber, unpainted pallets	per tonne	$ 74.00	1-Apr-26	no gst	$ 74.00	1-Apr-26	no gst
Waste	Controlled Waste	Concrete	Concrete, bricks, masonry	per tonne	$ 146.00	1-Apr-26	no gst	$ 146.00	1-Apr-26	no gst
Waste	Controlled Waste	Construction and demolition (C&D) waste, bulky items	Cupboards, countertops, carpet, fixtures, gypsum, siding, insulation, treated, painted, glued or stained wood and other construction materials	per tonne	$ 146.00	1-Apr-26	no gst	$ 146.00	1-Apr-26	no gst
Waste	Controlled Waste	Clean fill	Soil with analytical test results showing acceptable contamination levels	no charge	-	30-May-12	no gst	-	30-May-12	no gst
Waste	Controlled Waste	Designated municipal historic resource		no charge	-	28-Jun-99	no gst	-	28-Jun-99	no gst
Waste	Controlled Waste	Grubbing material	Grubbing material including roots, stumps, embedded logs and branches and bushes greater than 1.5 cm in diameter	per tonne	$ 80.50	1-Apr-26	no gst	$ 80.50	1-Apr-26	no gst
Waste	Controlled Waste	Scrap metal	Clean scrap metal, appliances and white goods	per tonne	$ 146.00	1-Apr-26	no gst	$ 146.00	1-Apr-26	no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter less than 99.06 cm (39 in)	Tires on rims not accepted	no charge	-	1-Apr-23	no gst	-	1-Apr-23	no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter greater than 99.06 cm (39 in)	Tires on rims not accepted	each	$ 300.00	1-Apr-25	no gst	$ 300.00	1-Apr-25	no gst
Waste	Residual Waste	Household waste, industrial, commercial and institutional (ICI) waste	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	per tonne	$ 135.00	1-Apr-26	no gst	$ 135.00	1-Apr-26	no gst
Waste	Residual Waste	Sorted residual waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	$ 362.00	1-Apr-26	no gst	$ 362.00	1-Apr-26	no gst
Waste	Residual Waste	Volume equivalent for properly sorted residual or C&D waste		cubic metre	$ 16.00	14-Apr-20	no gst	$ 16.00	14-Apr-20	no gst
Waste	Mixed Waste	Soil mixed with other controlled or banned waste		per tonne	$ 315.00	1-Apr-24	no gst	$ 315.00	1-Apr-24	no gst
Waste	Mixed Waste	Unsorted large load - to be weighed	Loads containing controlled waste or banned landfill waste that exceeds 10% of the total load	per tonne	$ 315.00	1-Apr-24	no gst	$ 315.00	1-Apr-24	no gst
Waste	Mixed waste	Unsorted residual waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	$ 468.00	1-Apr-24	no gst	$ 468.00	1-Apr-24	no gst
Waste	Mixed waste	Unsorted additional item fee - load contains white goods, electronic waste, hazardous waste or tires		per item	$ 50.00	14-Apr-20	no gst	$ 50.00	14-Apr-20	no gst
Waste	Mixed waste	Volume equivalent for unsorted residual or construction and demolition waste		cubic metre	$ 50.00	1-Apr-18	no gst	$ 50.00	1-Apr-18	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2026-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2026-26	EFFECTIVE DATE	FEE IF GST APPLICABLE
Waste	Other	Clean-up of waste not disposed of properly or spilled on street or lane		each	actual	22-Jun-98	no gst	actual	22-Jun-98	no gst
Waste	Other	Load inspection fee		per inspection	$ 100.00	1-Jan-10	no gst	$ 100.00	1-Jan-10	no gst
Waste	Other	Removal of condemned waste receptacle		each	actual	28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Removal of waste receptacle on street other than collection day		each	actual	28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Testing weigh scale for accuracy		each	actual	28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Unsecured load		each	$ 250.00	23-Feb-09	no gst	$ 250.00	23-Feb-09	no gst
Waste	Compost Sale	Bagged compost		20L bag	$ 6.00	1-Apr-23	no gst	$ 6.00	1-Apr-23	no gst
Waste	Compost Sale	Blended sand and compost - cubic yard bulk sale		cubic yard	$ 50.00	1-Jan-26	no gst	$ 50.00	1-Jan-26	no gst
Waste	Compost Sale	Straight compost - cubic yard bulk sale		cubic yard	$ 50.00	1-Jan-26	no gst	$ 50.00	1-Jan-26	no gst
Waste	Compost carts	Ability to purchase additional household carts		each	$ 200.00	1-Jan-10	$ 210.00	$ 200.00	1-Jan-10	$ 210.00
Waste	Restricted Waste	Evaluation of restricted / over-strength waste		each	actual	8-Mar-99	no gst	actual	8-Mar-99	no gst
Waste	Restricted Waste	Overstrength oil and grease, B.O.D. and T.S.S. surcharge		per Kg	$ 0.20	8-Mar-99	no gst	$ 0.20	8-Mar-99	no gst

CITY OF WHITEHORSE

BYLAW 2026-33

A bylaw to authorize a lease agreement.

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

WHEREAS council deems it desirable to enter into a lease agreement for the provision of a seasonal food concession service at the Frank Slim Building in Shipyards Park for the period from November 1, 2026 to and including October 31, 2028;

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.

COMING INTO FORCE

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

FIRST and **SECOND READING**:
THIRD READING and **ADOPTION**:

_____
Kirk Cameron, Mayor

_____
Corporate Services

LEASE AGREEMENT made this 1st day of November 2026

BETWEEN:

THE CITY OF WHITEHORSE
Frank Slim Building
100 Ogilvie Street
Whitehorse, Yukon
Y1A 0G6

(hereinafter known as "The City")

-AND-

DK NGUYEN
HUU DUNG NGUYEN
Suite 01-2157 2nd Avenue
Whitehorse, Yukon
Y1A 1C6

(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 2026-042 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.

"Council" means the duly elected Council of the City of Whitehorse.

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

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

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

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

2. RETAINER

The Lessee is retained for the sole purpose of providing Concession Services at the Frank Slim Building. As such, the Lessee is retained only for the duration of this Agreement, commencing November 1, 2026, and ending October 31, 2028.

The Frank Slim Building's regular hours of operation are 11:00 a.m. to 4:00 p.m. daily, from January 1st – December 31st.The proposed hours of operation by the Lessee will not necessarily be restricted to operational hours of the Frank Slim Building. The Lessee should include hours of operation in their proposal and arrangements between the Lessee and the City may be made. The menu of items and pricing included in the submission forming part of this Lease Agreement.

3. LEASE TERM, EXTENSION AND OVERHOLDING

Initial Term

The term of this lease shall commence on November 1, 2026 and shall continue for a period of two (2) years, expiring on October 31, 2028, unless earlier terminated in accordance with the terms of this lease agreement.

Extension Option

Subject to the Lessee having satisfactorily performed its obligations under this Lease and Council's approval, the City may, at its sole discretion, offer to extend the Lease for an additional period of one (1) year. Any such extension shall be subject to the terms and conditions agreed to by the parties in writing.

The Lessee shall have no automatic right or entitlement to renew or extend this Lease. Any renewal or extension must be expressly agreed to in writing by the City and the Lessee and executed by the parties before the expiry of the Initial Term.

Overholding

If the Lessee remains in possession of or continues to operate from the Premises after the expiry of the Initial Term or any subsequently agreed extension, without a written extension or renewal having been executed by the parties, the Lessee shall be considered to be overholding. The Lessee shall not be entitled to remain in possession of the Premises unless the City has provided its prior written consent.

If the City provides written consent to the Lessee remaining in possession after the expiry of the Lease, such occupancy shall be on a month-to-month basis and otherwise subject to the terms and conditions of this Lease, except as otherwise agreed in writing by the parties. The City may terminate such month-to-month occupancy by providing the Lessee with thirty (30) days' written notice.

During any authorized overholding period, the Lessee shall continue to pay the rent and all other charges payable under this Lease.

4. HOURS OF OPERATION

4.1 The Lessee covenants with the City to operate the concession in the Frank Slim Building for the period commencing November 1, 2026 and ending October 31, 2028.

4.2 The Frank Slim Building facility is open daily on a year-round basis with the following hours of operation.

4.3 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.

4.4 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.

5. OPERATION OF THE CONCESSION

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 The Lessee undertakes to stock sufficient supplies to meet the reasonable requirements of the user at each activity.

5.10 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.

5.11 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.

5.12 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.

5.13 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).

6. SUPPLY OF EQUIPMENT

6.1 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.

6.2 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.

6.3 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.

6.4 The Lessee shall, at its sole cost, arrange for the inspection, cleaning, and maintenance of the grease trap at a minimum of once every six (6) months, or more frequently if required by the manufacturer, applicable legislation, or the operational demands of the Lessee's business. The Lessee shall provide the City with copies of all inspection, cleaning, and maintenance records, including contractor invoices and service reports, within fourteen (14) days of the work being completed. Failure to complete the required maintenance or provide satisfactory proof of completion may be considered a default under this Agreement and may result in corrective action by the City in accordance with the default provisions of this Lease.5.5 Gas Stove, Oven, Range Hood, and Fire Suppression System Maintenance

6.5 The Lessee shall, at its sole cost, maintain the gas stove, oven, range hood, exhaust system, exhaust filters, and kitchen fire suppression system in good working order and shall be responsible for all routine maintenance, required inspections, servicing, cleaning, testing, certification, and repairs arising from the Lessee's use of the equipment.

6.6 The Lessee shall ensure that the range hood, exhaust system, and filters are professionally cleaned and inspected at the frequency required by applicable fire and building codes, manufacturer recommendations, and the Lessee's operations. The Lessee shall also ensure that the kitchen fire suppression system is inspected, tested, certified, maintained, and recharged (where required) by a qualified contractor at the frequency required by applicable fire codes, manufacturer requirements, and regulatory authorities.

6.7 The Lessee shall provide the City with copies of all inspection, cleaning, testing, certification, and service records, including contractor invoices and reports, within fourteen (14) days of completion. The City reserves the right to request additional documentation or conduct inspections to verify compliance.

6.8 Failure to complete the required inspections, cleaning, maintenance, servicing, testing, certification, or repairs, or to provide satisfactory proof of completion within the required timeframes, shall constitute a default under this Agreement and may result in corrective action by the City in accordance with the default provisions of this Lease.

6.9 The Lessee agrees to cooperate with regular monthly cleanliness inspections of the Frank Slim Building kitchen facility with the City.

7. INSURANCE

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

8. PAYMENT

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

- $3,100.00/month

8.2 The parties hereby agree that this agreement is in effect for the period commencing November 1, 2026, to October 31, 2028, inclusive.

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

8.4 The parties agree that payments listed in Clause 8.1 of this agreement shall be due 30 days from the date of the invoice (i.e. an invoice issued on February 28th, 2027, would be due March 30th, 2027).

8.5 The Contractor must pay the City a monthly rental rate of $3,100.00. Payments shall be computed monthly and be delivered by the Contractor, to the City of Whitehorse Finance Department. Proponent shall remit the rental rate of $3,100.00 each month due to the City on or before 30 business days following the month just ended.

9. PERFORMANCE

9.1 The Lessee agrees to pay the City one month's rent of $3,100.00 as performance deposit. The deposit is refundable on October 31, 2028, providing all terms and conditions of this agreement are fulfilled.

9.2 If the agreement is terminated for any reason other than the non-payment of sums under Section 8, the Lessee shall have the right to remove, without damaging the premises, any equipment owned by the Lessee and brought into the concession area.

10. EXCLUSIONS, RESERVATIONS AND RESTRICTIONS

10.1 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.

10.2 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.

10.3 The Rights and privileges granted the Lessee Services will be subject to any and all Policies, Rules, Regulations and Operating Directives established by the City of Whitehorse, as may be amended from time to time.

10.4 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.

11. 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.

12. 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.

13. 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 person(s), 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.

14. 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.

15. 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.

16. EQUIPMENT REPAIR DURING CONTRACT PERIOD

The Lessee undertakes to supply all equipment required for the operation of the concession, other than City-owned equipment presently on the premises and listed in Appendix A, and to adequately provide the services reasonably expected from the operation of the concession.

The Lessee shall, at its sole cost and expense, be responsible for all maintenance, repairs, servicing, cleaning, inspections, testing, certification, replacement parts, and other work required to keep all equipment on the premises, including City-owned equipment listed in Appendix A, in good repair, safe condition, and proper working order throughout the term of this Agreement.

The City shall not be responsible for any maintenance, repair, servicing, cleaning, inspection, testing, certification, replacement, or related costs for equipment used in the concession, including City-owned equipment, except where the City expressly agrees in writing.

The Lessee shall operate all equipment in accordance with the manufacturer's instructions, applicable laws, regulations, codes, and any reasonable procedures established by the City, and shall immediately notify the City of any issue, damage, malfunction, or required repair involving City-owned equipment.

The Lessee shall not alter, remove, replace, dispose of, or materially modify any City-owned equipment without the prior written consent of the City. Any repairs, replacement parts, servicing, inspections, testing, or certification shall be completed by qualified personnel where required by law, manufacturer requirements, or industry standard.

At the end of the Contract or upon notice of termination, the Lessee shall clean all equipment and ensure that all equipment, including City-owned equipment, is in good repair and working order, reasonable wear and tear excepted.

Should the Lessee vacate the premises leaving any equipment unclean, damaged, unsafe, or not in proper working order, the City may arrange for the required cleaning, maintenance, servicing, or repair, and all related costs shall be payable by the Lessee upon invoice.

17. FAILURE TO MAKE TIMELY PAYMENTS

Without waiving any other rights or actions available to the City, in the event the Lessee fails to pay the required fees within 30 days from the date of the invoice, the City of Whitehorse reserves the right to charge the Lessee interest at a rate of 2% as per the Fees and Charges Bylaw, calculated from the date the payment became due until the date of payment. If the Lessee remains delinquent beyond the 30-day period, the City reserves the right to terminate this agreement upon written notice and seize equipment and products located at the City's facility.

18. 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.

19. TERMINATION

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

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

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

This Lease constitutes the entire agreement including Appendices A 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.

20. 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:

20.1 Lessee’s failure to pay any fee or other charge when due and within (30) calendar days after notice from City of such nonpayment.

20.2 The Lessee’s failure to maintain the insurance required in Section 7.

20.3 Lessee’s assignment of any right hereunder in violation of Section 24.

20.4 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.

20.5 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.

20.6 The abandonment for period of seven (7) days by Lessee of the conduct of its services and operations during the season from the beginning of April through the end of October, or for a period of fourteen (14) days during the October through March off-season.

20.7 The assignment by Lessee of its assets for the benefit of creditors.

20.8 The death of the Lessee or dissolving of the organization.

20.9 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.

20.10 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.

20.11 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.

20.12 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.

21. 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.

22. 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 .

23. 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.

24. 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.

25. 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:

To Lessee:
DK NGUYEN
Suite 01-2157 2nd Avenue
Whitehorse, Yukon Y1A 1C6
Attn: Huu Dung Nguyen
By email: Nguyen.hdung99@gmail.com

To the City:
139 Tlingit Street
Whitehorse, Yukon Y1A 1C2
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.

26. 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.

27. SUCCESSORS

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

28. 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.

29. 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 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

Signature

Please Print Name

Title

Date

Signature

Please Print Name

Title

Date

DK NGUYEN

Signature

Please Print Name

Title

Date

Appendix A: List of Kitchen Appliance

ITEM	DESCRIPTION	QUANTITY
1	Four Burner Ranger	1
2	Commercial grade oven	1
3	Oven Hood	1
4	Dump Sink	1
5	Utility Sink	1
6	Hand Sink	1
7	Refrigerator	1
8	Hot and Cold running water	1
9	Dry storage and shelving	1
10	Large Central counter/prep table	1
11	Electrical service outlets	1
12	Cooler	1
13	Microwave	1

CITY OF WHITEHORSE

BYLAW 2026-24

A bylaw to amend Business License Bylaw 2017-24

WHEREAS section 247 of the *Municipal Act* provides that council may by bylaw impose and collect business licenses and fees, inspection fees, parking fees, recreation fees and other fees, utility charges, fines and penalties as considered necessary; and

WHEREAS section 247 of the *Municipal Act* provides that council may by bylaw take into revenue fines, interest on deposits and investments, any charges for the operation of any services or utilities under the control of Council, and any other funds the municipality may acquire; and

WHEREAS it is deemed desirable to license and regulate businesses carried on or operated within the City for, amongst other reasons, the health, safety and welfare of the citizens of the City of Whitehorse;

WHEREAS it is deemed desirable and appropriate to amend the Business License Bylaw to reflect the new short-term rental regulations in Zoning Bylaw 2025-37;

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

1. The INTERPRETATION section of Business License Bylaw 2017-24 is hereby amended by modifying existing section 5 to add definitions for BED AND BREAKFAST, PRIMARY RESIDENCE, SHORT-TERM RENTAL, and SHORT-TERM RENTAL OPERATOR to read as follows:

   ““BED AND BREAKFAST” means a secondary use of a dwelling unit to provide temporary overnight accommodation to visitors, with or without meals, and is hosted by a resident of the dwelling unit who is present during the stay.”

   ““PRIMARY RESIDENCE” means the dwelling unit where a person ordinarily resides, makes their home, and conducts their daily life, and is used for legal, tax, and identification purposes. A person may only have one primary residence at a time.”

   ““SHORT-TERM RENTAL” means the use of a dwelling unit to provide temporary accommodation to guests for short stays, typically less than 30 days, in exchange for remuneration.”

   ““SHORT-TERM RENTAL OPERATOR” means a person who is the legal owner or lessee of a dwelling unit that is used as a short-term rental, and who is named on the business license issued for that short-term rental operation. A short-term rental operator may contract a third-party management service to carry out the day-to-day operations of the short-term rental; however, such a service provider is not considered the short-term rental operator for the purposes of this bylaw. The short-term rental operator is responsible for ensuring compliance with all applicable zoning regulations, licensing requirements, and all other applicable legislation.”

2. The EXEMPT FROM LICENSE section of Business License Bylaw 2017-24 is hereby amended by modifying existing section 21 (6) to read as follows:

"(6) the leasing or rental within the city by a single person or entity of a combined total of not more than three of the following:

a. dwelling units or rooms, where the rental term for each dwelling unit or room is not less than 30 days;

b. offices, retail premises, or other commercial spaces, or portions thereof, where the activity consists solely of granting a right of occupancy of the space. For greater certainty, this exemption does not apply to any person carrying on business activities within that space."

3. The EXEMPT FROM LICENSE section of Business License Bylaw 2017-24 is hereby amended by adding a new section 23 to read as follows and renumbering the remaining sections accordingly:

"23. Until April 1, 2027, a business license is not required for a short-term rental business. Despite this temporary exemption, the Designated Officer may issue business licenses before April 1, 2027, for short-term rental businesses that comply with all other requirements of this bylaw."

~~3.~~4. The SPECIFIC BUSINESS REGULATIONS section of Business License Bylaw 2017-24 is hereby amended by adding a subsection after section 54 to read as follows and renumbering the remaining sections accordingly:

"Bed and Breakfast

55. The business license number issued in respect of a bed and breakfast operation shall be included in all listings and advertisements for any bed and breakfast room operated under that license, including online listings on booking platforms. "

~~4.~~5. The SPECIFIC BUSINESS REGULATIONS section of Business License Bylaw 2017-24 is hereby amended by adding a subsection after section 78 to read as follows and renumbering the remaining sections accordingly:

"Short-Term Rentals

79. The name of the business licensee shall be the same as the name of the short-term rental operator to whom the development permit for the short-term rental was issued.

80. A short-term rental operator shall at all times ensure that each short-term rental they operate is lawfully permitted under the Zoning Bylaw, including any requirements respecting the number and location of short-term rentals in relation to the operator's primary residence. If a short-term rental is no longer lawfully permitted, the operator shall immediately cease operation of the short-term rental.

81. Where more than one short-term rental is operated on the same lot by the same operator, only one business license is required for that operation.

82. The business license number issued in respect of a short-term rental operation shall be included in all listings and advertisements for any short-term rental unit operated under that license, including online listings on booking platforms."

~~5.~~6. Appendix "A" of Business License Bylaw 2017-24 is hereby amended by adding a fine and renumbering sections to read as follows:

"Section	Ticket Description	Penalty
Sections 9, 10 and 11	Operate business without a license	$200.00
Section 14	Contravene a provision of the license or bylaw	$200.00
Section 16	Obstruct officer in performance of duties	$200.00
Section ~~30~~31	Fail to notify of change in business license	$100.00
Section ~~37~~38	Fail to notify of a change in business	$100.00
Section ~~41~~42	Fail to display a license in public view	$50.00
Section ~~43~~44	Fail to allow inspection	$400.00
Section ~~44~~45	Fail to provide license or documentation	$200.00
Section ~~45~~46	Obstruct inspection	$400.00
Section ~~53~~54	Adult material improperly displayed	$200.00
Section ~~54~~55	Adult material provided to child or young person	$200.00
Sections ~~55~~56, and ~~82~~83	Fail to include license number in listings/advertisements	$50.00
Section ~~59~~60	Fail to undergo criminal records check (Door-to-door sales)	$400.00
Section ~~60~~61	Fail to carry City ID (Door-to-door sales)	$200.00
Section ~~62~~63	Unauthorized display, storage, or accumulation of goods	$200.00
Section ~~66~~67	Display goods or merchandise at unauthorized locations	$200.00
Section ~~69~~70	Fail to submit written permission for mobile vending	$100.00
Section ~~75~~76	Advertise or promote cannabis use outside premises	$200.00
Section ~~78~~79	Operate a business during restricted hours	$400.00
Section ~~83~~84	Operate vending machines without business license	$200.00"

~~6.~~7. This bylaw shall come into full force and effect upon final passage thereof.

FIRST and **SECOND READING**:
THIRD READING and **ADOPTION**:

_____
Kirk Cameron, Mayor

_____
Corporate Services

CITY OF WHITEHORSE

BYLAW 2026-27

A bylaw to authorize the adoption of a Joint Use Agreement

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that council may pass bylaws for municipal purposes respecting the acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings or other improvements on land or personal property; and

WHEREAS the City, the Government of Yukon and the Commission scolaire francophone du Yukon, and the First Nation School Board have negotiated an agreement to maximize the use of public facilities in Whitehorse for the period October 1, 2026, through December 31, 2028;

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 authorised to enter into a Joint Use Agreement with the Government of Yukon, the Commission scolaire francophone du Yukon, and the First Nation School Board with respect to public facilities in the City of Whitehorse. The said agreement forms part of this bylaw.

2. The City Manager is hereby authorised to execute the Joint Use Agreement identified in section 1 of this bylaw on behalf of the City of Whitehorse.

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

FIRST and **SECOND READING**:

THIRD READING and **ADOPTION**:

_____
Kirk Cameron, Mayor

_____
Corporate Services

YUKON — WHITEHORSE

JOINT USE AGREEMENT

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YUKON — WHITEHORSE

JOINT USE AGREEMENT

BETWEEN:

GOVERNMENT OF YUKON – Department of Education
As represented by the Deputy Minister of Education
(Herein referred to as “Department of Education”)

AND:

Commission scolaire francophone du Yukon (CSFY)
As represented by the Executive Director
(Herein referred to as “CSFY”)

AND:

First Nation School Board (FNSB)
As represented by the Executive Director
(Herein referred to as “FNSB”)

AND:

THE CITY OF WHITEHORSE
As represented by the City Manager
(Herein referred to as "the City")

(Collectively, the “Parties”)

WHEREAS

It is the responsibility of the City to plan, develop, construct, operate and maintain park and recreational land and facilities in the City of Whitehorse.

It is the responsibility of Department of Education, CSFY and FNSB to develop and deliver educational programs and provide the necessary facilities and sites for these programs.

The Parties support the sharing of publicly funded facilities to maximize benefit to students and citizens of Whitehorse.

The Parties agree to the use of their respective public facilities in accordance with the provisions of this Agreement.

The Parties agree with the implementation of a benefits-based approach to the allocation of facility space, reflecting the community's needs, personal and social connectedness, economic vitality, and environmental consciousness.

The Parties agree that success of this Agreement is dependent on continued commitment to the purpose, vision and goals located herein.

The Parties wish to reaffirm their commitment to the principles of the shared use of City facilities and School facilities.

In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, and as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement.

The Parties agree that the foregoing Preamble shall form part of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

*"*Agreement" means the main agreement excluding the Appendices

"Benefits-based approach" means an evolutionary process that helps reposition, promote, and provide services that are truly essential to the community's needs. It is an abstract concept (rather than a concrete model) used to develop outcome-oriented performance measurement indicators and tools to gauge progress towards becoming a benefits driven vibrant community in the field of recreation.

"Booking Office" means the City of Whitehorse, Recreation Facility Booking Agents.

“Oversight Committee” is established under the Joint Use Agreement (JUA) to oversee the equitable, safe, and efficient use of school and City facilities for community purposes.

“Designated Representative” is the contact person for each Facility User or partner.

“Facility Owner” means Yukon Education, the school boards and Yukon School Sports who controls the respective school building and grounds and the City who controls the respective municipal public facilities.

“Facility Staff” means the employees and contractors of the Parties, providing services and maintaining Public Facilities in this Agreement.

“Facility User” means all Users Groups and School Groups that benefit from and book services under this Agreement.

“Goals” means those fundamental concepts, set out in this Agreement that will guide the actions and relations of the Parties as they work together to meet the needs of the citizens of Whitehorse.

“Parties” means the entities signing this Agreement collectively, and Party will mean one (1) of the signatories.

“Partners” means any entity that partakes in or benefits from the Agreement.

“Public Facilities” means all facilities outlined in Appendices used for joint use activities.

“Rental Contract” means the formal booking contract, provided by the Booking Office to the Designated Representative, created and signed off for each Facility User event, outlining the rental terms and conditions, for bookings as per this Agreement.

“School Board” means a local board or authority responsible for the provision and maintenance of schools (e.g. CSFY, FNSB).

“School Group” is any school group that fits within the eligibility criteria set out in this agreement and books the use of Public Facilities.

“User Group” is any community group or sport governing body that books the use of Government of Yukon YG facilities in this Agreement.

“Yukon Education” refers to schools and Yukon School Sports (YSS) under the authority of the Department of Education.

2. TERMS OF THE AGREEMENT

2.1. This Agreement shall endure from October 1, 2026, through December 31, 2028.

2.2. The Agreement may be extended, cancelled, or revised at any time upon mutual consent of all Parties for up to one calendar year.

2.3. The Agreement will be extended for up to one calendar year from the expiration date specified above if a new agreement has not been put in place. Additional extensions, beyond 1 year, must be approved by Council.

3. CONTACTS

3.1. Director of Schools for the Department of Education. Manager of Recreation for the City. Executive Director for CSFY. Executive Director for the FNSB.

4. PURPOSE

4.1. To provide a framework by which selected Public Facilities within the bounds of the City of Whitehorse can be utilized by the community to the maximum extent practicable using a benefits-based approach for space allocations.

4.2. The Agreement covers facility uses outside of the core school activities of Department of Education and core recreation activities of the City.

5. VISION

5.1. Available public facility space is highly utilized for valued community needs, and is allocated fairly, equitably and on the basis of demonstrable needs and benefits to the community, with youth-oriented activities as the highest priority.

5.2. The Parties will ensure that the Partners:

- respect each other, the facilities and the community;
- actively work together to resolve allocation and scheduling issues;
- cooperate and communicate to enhance the community's self-image; and
- build healthy opportunities for individuals to connect in ways that benefit all.

5.3. Partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of Public Facilities.

6. GOALS & PRINCIPLES

6.1. The Parties share the common goal of providing opportunities and activities for all ages through the promotion and provision of recreation and active living services, essential to a healthy vibrant community. The key principles to this approach are:

- advancing community health and well-being through recreation and leisure opportunities;
- ensuring fair and just access to facilities, both indoors and out; and
- prioritizing access for children and youth.

7. PROCESS

7.1. Facility Users may use the listed Public Facilities during the time blocks set aside by the Facility Owners.

7.2. Special permission must be granted by respective school administration for any booking requests outside of the allocated blocked time.

7.3. The Public Facilities covered by this agreement are booked through the Booking Office.

7.4. If required, inquiries are evaluated by a measurement system (Assessment Tool), focused on our “Purpose, Vision and Goals,” that will determine whether the community is receiving the identified benefits through the offering of the activity.

7.5. The Parties will establish an Oversight Committee responsible for monitoring the implementation of Facility User processes. This will consist of a member from each of the Parties, and any other partners that may be impacted. The committee will evaluate the appropriate use of Public Facilities, revise procedures and Appendices as needed, review space availability, and ensure transparency throughout the process. The Committee membership will include the Parties and may include other representatives.

7.6. To support effective governance and collaboration, the Parties will develop a Terms of Reference that clearly define the Committee’s role, responsibilities, decision-making, membership and structure.

7.7. Facility Owners will provide specific rules, security procedures, equipment lists and any changes to the availability dates to the Booking Office.

7.8. The Booking Office will provide a copy of the Rental Contract to the designated representative and have the designated representative review all pertinent documents, providing signatures and/or initials where required.

7.9. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties. Applicable portions of the master list may be provided to each school principal, Designated Representative and each Facility Owner.

8. ALLOCATION

8.1. Allocation deadlines are established to allow reasonable time for facility management, school activity planning, and community use planning.

8.2. Facility Owners will confirm facility availability based on the pre-determined blocked allocation as per Appendix B.

8.3. Facility Users will be required to submit requests within the allocation deadlines.

8.4. The City will advertise the booking deadlines and confirm Facility User schedules within the allocation deadlines. Facility Owners will provide school year calendars to the Booking Office.

8.5. In addition to the allocation deadlines, the Booking Office will contact Facility Owners three times during the school year to inquire about space availability for Facility Users.

8.6. Allocation Priorities and Deadlines are outlined in the Appendices.

9. FEES

9.1. The Parties agree to establish a fee schedule, maintained at a level ensuring affordability. Parties have the authority to set the fees outlined in Appendices A & B.

9.2. Fees will be charged to School Groups, as outlined in Appendix A.

9.3. Fees will be charged to Facility Users, as outlined in Appendix B.

9.4. The City will collect all fees pertaining to this Agreement and disburse any applicable proceeds to the Department of Education payable to the Government of Yukon.

9.5. The Department of Education will provide a yearly contribution in the amount of $40,000.00 on September 1 of each year to the City towards the administration costs of the Agreement.

10. MAINTENANCE AND CANCELLATIONS

10.1. Future planned maintenance schedules that pertain to facilities in this Agreement will be shared with the Booking Office prior to Allocation timelines.

10.2. The Facility Owner will establish maintenance standards and conform with generally accepted maintenance practices and provide a mechanism for Facility Users to report maintenance issues and/or recommendations.

10.3. Regular repair and maintenance of any Public Facility and its operational costs are the complete responsibility of the Facility Owner.

10.4. Any Public Facility may be withdrawn temporarily for repairs or renovations providing notice at least fourteen (14) days in advance or in the event of an emergency as soon as reasonably practicable.

10.5. The Booking Office will contact the Designated Representative to provide written notice of any facilities withdrawn from use.

11. LIABILITY AND INSURANCE

11.1. User Groups must provide a certificate of insurance with a minimum limit as per Appendix B general liability insurance. Special requests to waive the insurance requirement must be made in writing to the Booking Office. All requests must be received and approved by the Parties.

11.2. Facility Users are responsible for any claim, demand, cost, damage, action, suit or proceeding that is, in any manner, based upon, or arising from, or attributable to, its negligence or willful misconduct in relation to the performance of this Agreement, the activities of the Facility User, or the carrying out of this Agreement by the Facility User.

11.3. The Facility Owner is responsible for the repair and all expenses related to any loss or damage caused by the actions of a Facility User. This does not preclude the Facility Owner from securing reimbursement from the Facility User, through their liability insurance or damage deposit.

12. ROLES AND RESPONSIBILITIES OF PARTIES – JOINT USE FACILITIES

City Facilities

12.1. The City shall make available City facilities identified as Joint Use Facilities in Appendix A.

12.2. The City shall determine what activities can be accommodated in these facilities.

12.3. The City may, if the Department of Education request services above the normal level, charge for additional costs to meet those requests in accordance with Appendix A.

12.4. The City may also charge the Department of Education for any major costs the City incurs due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a City facility by a School Group.

12.5. The City shall be responsible for facility utilities, replacement and repair of minor equipment, and normal staff costs.

School Facilities

12.6. Department of Education shall make available to User Groups those facilities identified as Joint Use Facilities in Appendix B.

12.7. Department of Education shall determine what activities can be accommodated in these facilities.

12.8. Department of Education may also charge User Groups for major costs the Department of Education incur due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a school facility by a User Group.

12.9. Department of Education will be responsible for facility utilities, replacement and repair of minor equipment, and normal staffing costs.

Outdoor Fields

12.10. The Department of Education shall maintain all outdoor fields adjacent to schools, in accordance with maintenance standards developed by the Government of Yukon in consultation with school and User Groups.

12.11. Outdoor fields identified in Appendix B shall be available to Facility Users.

12.12. Outdoor fields on school sites shall be reserved exclusively for school use during defined school operational hours (as outlined in Appendix B). Outside of these hours, outdoor fields shall be available for shared use by User Groups, in accordance with the scheduling protocols and priorities set out in Appendix B.

13. CODE OF CONDUCT

13.1. Facility Users & Facility staff will abide by the Code of Conduct as per Appendix C.

14. CHANGES TO THE AGREEMENT

14.1. Any appendices can be amended with the mutual consent of the Parties.

14.2. No provision of this Agreement shall be deemed to have been changed unless made in writing and signed by each party.

14.3. If any provision of this Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the remaining provisions, and such provisions shall be severable from the Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their seals at the City of Whitehorse, in the Yukon Territory, on the day and year written below.

THE CORPORATE SEAL OF THE CITY OF WHITEHORSE WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Date	Witness	City Manager, City of Whitehorse

Commission scolaire francophone du Yukon (CSFY)

Date	Witness	Executive Director, CSFY

GOVERNMENT OF YUKON – Department of Education

Date	Witness	Deputy Minister, Department of Education, Government of Yukon

First Nation School Board (FNSB)

Date	Witness	Executive Director

APPENDICES

Appendix A: Use of the Canada Games Centre

Appendix B: Use of Schools

Appendix C: Code of Conduct

YUKON – WHITEHORSE

JOINT USE AGREEMENT

APPENDIX A – USE OF THE CANADA GAMES CENTRE (CGC)

1. PREAMBLE
2. BOOKING AVAILABILITY FOR SCHOOL SWIM, SKATE AND EVENTS
3. BOOKING PROCEDURES FOR SCHOOL SWIM, SKATE AND EVENTS
4. CANCELLATIONS
5. PAYMENT
6. USAGE GUIDELINES OF THE CANADA GAMES CENTRE

1. PREAMBLE

Appendix A outlines the terms and procedures for school access to the Canada Games Centre (CGC) under the JUA. It is intended to ensure fair, safe, and efficient use of the CGC facilities by schools for swimming, skating, and special events. The guidelines herein establish booking protocols, allocation of time, cancellation policies, and responsibilities for teachers and participants. All bookings must follow City of Whitehorse regulations and facility rules to support a positive experience for all users.

2. BOOKING AVAILABILTY FOR SCHOOL SWIM, SKATE AND EVENTS

Facility Booking Agents | Canada Games Centre |Phone: 633-8518 | Email: recbookings@whitehorse.ca

A. CGC Facility Availability

Facility	Time Available	Availability	Function of Use	Restrictions
Aquatics Centre	9:15 – 10:00am 10:00 – 10:45am 1:00 – 1:45pm 1:45 – 2:30pm	September – June Tue. – Fri.	Swim lessons, rec. swims	City maintenance, programming, special events
ATCO Arena (Olympic Ice)	9:15 – 10:00am 10:00 – 10:45am 1:00 – 1:45pm 1:45 – 2:30pm	September – April Mon. – Fri.	Skating, hockey (pucks & sticks)	City maintenance, programming, special events
NWTEL Arena	9:15 – 10:00am 10:00 – 10:45am 1:00 – 1:45pm 1:45 – 2:30pm	May or when ATCO ice has been removed	Skating, hockey	
CGC Facilities – School Special Events	8:30am – 3:30pm	September – June Mon. – Fri.	School-hosted special events	City maintenance, programming, special events

All City facilities must be booked, approved and confirmed through the Booking Office by a Designated Representative. The representatives from each school will submit all bookings for their school and function as the primary liaison with the City for the duration of the school year.

B. Online Booking Access

All City facility bookings for swim and skate sessions (excluding School Special Event requests) will be available online to book after Labour Day weekend (early September). Under the JUA, access is provided to:

1. The Child Development Centre provided their use does not impact upon or exclude usage by any other school;
2. The Yukon Home Educators Society;
3. YG – Department of Education Schools;
4. CSFY Schools; and
5. FNSB Schools.

C. Allocation of Time

Each school will receive an equal number of swim and skate sessions at the start of the

school year. Remaining time slots will be released on a first-come, first-served basis after initial allocations.

3. BOOKING PROCEDURES FOR SCHOOL SWIM, SKATE AND EVENTS

A. Services Available for Schools

Service	Duration	Grade/ Min/Max #	Days	Cost	Notes
Learn to Swim	2 – week program (6 classes)	Gr. 2 – 4 15 – 24 students	Tues - Thurs	$37/student	(per class)
Water Awareness Program	1 – week program (3 classes)	Gr. 4 – 7 15 – 30 students	Tues - Thurs	$18.50/student	(per class) max. 30
Rec. Swim	Single booking	Gr. 2 – 12 20 – 70 students	Fri	$3.35/student (per class – 1 fee for 20-70).	Groups 70+ require 2 weeks' notice & extra staffing fee
Rec. Skate	Single booking	All grades 1-300 students	Mon - Fri	$25/per class booking	Skate fee for skate rentals (Except for the LEAD Program, Home School – school programming)
School Special Event	Single booking	All grades Depends on location and event	Mon- Fri	30% off non-prime, non-profit youth rate City fee	School-hosted events scheduled during school hours 8:30am – 3:30pm

B. Swim and Skates

- At the start of the school year, school administrators/representatives will receive an email from the Booking Office with swim and skate online booking dates. All schools will receive confirmation of their booked times and will be notified of cancellations. Contact the Facility Booking Agent immediately if there are any issues.
- Schools will be able to place themselves on a waitlist for added swim/skate times after initial allocation closes.
- Schools with 70+ participants require 14 days' notice. Aquatics staff will review

and, if approved, an added staffing fee will apply to ensure adequate lifeguard coverage.

- Kindergarten and Grade 1 classes cannot be accommodated for Recreational Swims due to supervision requirements (children under 7 must be within arm's reach of an adult at a 1:3 ratio). Grade 2 classes are recommended to book after Christmas Break.

C. Special Events

- School administrators and YSS will submit booking requests for their events to the Special Events Coordinator following the City allocation deadline dates (June 1 – school term, January 1 – summer).
- Late requests can be submitted but may not be able to be accommodated. School special events will be charged the JUA reduced fee for any events that run between Monday to Friday from 8:30am – 3:30pm.

D. Support

- School administrators may contact the Booking Office to review bookings or clarify procedures.

4. CANCELLATIONS & AMENDMENTS

Cancellation Policy for School Swim, Skate and Special Events

School Swim	14 days or less	$65.00 cancellation fee, charge per day of bookings
School Skates	14 days or less	$65.00 cancellation fee, charge per day of bookings
School Special Events	30 days or more	$50.00 cancellation fee, per event
School Special Events	Less than 30 days	No refund
All CGC Bookings		$30.00 amendment fee for any changes to confirmed booking agreement

- All cancellations must be made in writing to the Booking Office. Failure to provide adequate notice of a cancellation will result in the school being charged a cancellation fee.
- Cancellations made on short notice due to extenuating circumstances beyond the participants' control (i.e. bussing issues, extreme weather, facility closures), will not be charged. However, notifying the Booking Office immediately by phone or email is required.

5. PAYMENT

- All schools will be charged.

- At the time of the event or end of the month for JUA swim & skate set fees and any special event rental contracts.
- Schools are eligible for the JUA rate at the Aquatics Centre or arenas only during designated booking times, outlined in the Facility Availability Table.

6. GUIDELINES FOR USAGE OF THE CANADA GAMES CENTRE

1. **Teachers' Responsibilities**
    - Teachers must be actively engaged and present for all JUA activities taking place at the Canada Games Centre.
    - Teachers are responsible for signing in at the front reception each day of their lessons to confirm the number of students attending.
    - Teachers are responsible for ensuring their class does not exceed maximum number of students listed for each activity.
    - Teachers must actively supervise the students, and ensure the participants are following facility rules.
    - Teachers must actively have oversight of students in changerooms.
    - For Rec. skates, teachers will connect directly with the Activity Monitor staff at the Leisure Ice entrance to sign for skate rentals.
    - Teachers must ensure all students wear helmets during ice skating, as per the schools "Mandatory Use of Helmets During School – Related Activities" policy. Helmets are not provided by the Canada Games Centre.
2. **Participant Rules**
    - Participants are expected to follow all facility rules while at the Canada Games Centre. Facility rules are available on the City of Whitehorse website.
    - Participants must remain out of the water until a lifeguard is on deck, or their swim instructor is present and they have received instruction.
    - Participants are not permitted on the ice while maintenance is in progress.
    - Educational assistants may be required to accompany participants with special needs when using the facility and should come prepared with required attire.
3. **Swimming Lessons Support**
    - Questions or concerns are addressed by staff in the following priority:
        - **i.** Refer to booking rules;
        - **ii.** Directly to the attention of the swimming instructor;
        - **iii.** The Aquatics Leadhand;
        - **iv.** The Aquatics Supervisor.

4. **Additional Facility Use**
    - Schools wishing to use other areas of the facility (i.e. Fieldhouse, Flexihall, Wellness Centre, Running Track) may do so through purchasing a daily admission for each student if public drop-in times are available.
    - Schools may also rent the Fieldhouse, Flexihall or meeting rooms for exclusive use but will be charged the regular rate for usage if it is not considered or classified as a school-hosted special event.
    - Classes must be aware of the Team Training Guidelines. A Wellness Orientation and signed Youth Waiver are needed prior to use of the Wellness Centre.
    - Please contact the Facility Booking Agent regarding usage outside of the Joint Use Agreement.
5. **City Authority**
    - City staff reserve the right to cancel any school booking that does not follow facility booking guidelines and code of conduct.

YUKON — WHITEHORSE

JOINT USE AGREEMENT

APPENDIX B – USE OF SCHOOLS

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PREAMBLE

Appendix B outlines the terms and conditions governing the use of school facilities within the City under the JUA. It reflects a collaborative commitment between the City and Yukon Schools to maximize community access to educational spaces while preserving the integrity of school operations. The provisions herein are designed to promote equitable, safe, and efficient use of school properties for recreational, cultural, and civic purposes. This document serves as a framework to guide scheduling, responsibilities, and mutual expectations, ensuring that both educational and community needs are met through shared stewardship of public resources.

DEADLINES FOR JOINT USE TIMES ON SCHOOL PROPERTY

Table 1: Deadlines for Joint Use Times on School Property

Season	Facility Owner Confirm Facility/City Advertises Season Deadlines	Booking Request Deadline	Other Deadlines
School Term	May 1	June 1	Key return date: June 15. School term meeting Aug or Sept (if needed)
Christmas Break	September 1	October 1	
March Break	December 1	January 1	
Outdoor Field Season	February 1	March 1	Field User meeting by March 15 (If needed)
Summer Indoor Season	February 1	March 1	Key return date August 31

Any facility booking requests received after these deadlines are considered late requests. On September 15, December 15, and February 15, the Booking Office will contact Facility Owners for released time. This will then get sent out to User Groups to make any additional booking requests.

A “School Term Meeting” or Field User Meeting with representatives from the User Groups, the City, Yukon Education, Highways and Public Works and School Administrators is held annually as needed, to review the JUA, highlight changes, review processes and discuss issues or concerns.

BLOCK BOOKING

To ensure equitable access to facilities, block booking will be reviewed and assessed by the Oversight Committee on a seasonal basis then administered by the Booking Office to ensure efficiency of space usage for both Facility Owners and Facility Users.

PRIORITIES FOR JOINT USE TIMES ON SCHOOL PROPERTY

Activities are prioritized and scheduled according to a balanced approach, in alignment with the Purpose, Vision and Goals in the JUA.

General Scheduling Guidelines:

- Activities for youth and accessible organizations receive preference between the hours of 5:00 pm to 9:00 pm.
- Outdoor Riverdale Campus Track and Field exclusively permits Priorities 1 to 6 below, or Commercial event, for sport-specific use, with a priority for track and field events and high-performance athlete development.
- Outdoor Riverdale Campus Volleyball Courts are maintained by Volleyball Yukon, who receive first priority for booking outside of school use (as per the MOU).
- Francophone events receive booking priority in CSFY schools. La Garderie du petit cheval blanc utilize CSFY schools free of charge for daycare services before and after school, on Professional Development (PD) days, during spring and summer break.
- High-impact activities (e.g., roller blades, floor hockey) will only be permitted on floors scheduled for upcoming maintenance or by special permission by Yukon Education.
- Booking requests after June 1 are subject to availability.
- Private bookings (e.g., birthday parties) will not be approved.

Priority 1 to 2 - Special Events

Special Event requests received before the seasonal deadlines are scheduled in advance of regular bookings to ensure that space is available and that User Groups are aware in advance that their space will not be available during the “special event” booked times.

1. **School Special Event**

Any event organized by the school or agency of the school and occurring in the school for the students at that school.

2. **Non-Profit Special Event**

Any event organized by a non-profit community organization where no additional monies are collected (tournament, concert or celebration). Each User Group is limited to two (2) special events during the school season, which would bump a regular user.

Priority will be given as follows:

a) Youth / Accessible Organizations.
b) Adult / Senior/ Elder.
c) Fundraising Event.

Each school and YSS can submit up to five (5) late requests throughout the annual School Calendar, each with at least 14 days' notice. The school administration or Designated Representative will offer an alternate location for the regularly scheduled activity before advising the Booking Office to cancel.

Priority 3 to 5 - Regular Bookings

3. School Regular Bookings

Co-curricular or extra-curricular programs and activities sponsored by the Department of Education, CSFY, and FNSB and YSS. These occur outside the regular school day and are considered part of a school's regular program of activities.

4. Activities for Youth / Accessible Organizations

Any community program or activity sponsored by a registered non-profit group, society or organization for individuals below the age of nineteen (19) or persons with a disability. To be eligible, the activity must be comprised solely of youth/persons with a disability under the supervision of a responsible adult.

5. Adult / Senior Activities

Any community program or activity sponsored by a registered non-profit group, society or organization where the majority of individuals are at or above the age of nineteen (19).

Priority 6 - 9 - Other Activities

6. Political or Religious Event

A program or activity, sponsored by groups, societies, and organizations (such as a service, bible study, rally, campaign), where the primary aim is political or religious in nature. This does not include recreation or leisure activities sponsored by a group for the public.

7. Public Meeting

An activity, meeting, or event that is open to the public, where there is no exchange of money, and is sponsored by a registered non-profit group, society or organization.

8. Commercial Event

Any activity/event sponsored by a group, individual or business where the group, individual or business profits and/or where the public is invited and is required to either pay an admission fee or is encouraged to purchase goods or services offered

for sale. Recreation & Cultural events will receive first priority in this category over non-recreational use.

9. Late Requests

Any request submitted to the Booking Office after allocation deadlines is subject to availability.

JOINT USE AGREEMENT OVERSIGHT COMMITTEE

An Oversight Committee ("the Committee") shall be established and comprised of representatives from each Party to the Agreement. The Committee shall be responsible for:

- Monitoring the implementation of the JUA and its associated procedures.
- Reviewing and revising appendices and operational protocols.
- Mediating disputes and facilitating resolution through a structured framework.
- Ensuring transparency and accountability in all aspects of the Agreement.

The Committee shall convene quarterly, with scheduled meetings and additionally as needed, to review time allotments, address operational concerns, and assess usage patterns. This will include "School Term Meetings and Field User Meetings" as needed with representatives from the User Groups, the City, Department of Education, and Highways and Public Works – Facility Management.

The Committee may establish sub-committees, as needed, to address operational matters outlined in the Appendices. These sub-committees may include subject matter experts and representatives from relevant organizations.

Recurring disputes shall be documented and reviewed quarterly, with community-based input solicited to inform adjustments to the Agreement and improve long-term functionality.

Rule Enforcement Mechanisms

To address operational gaps and promote consistent rule application across all shared facilities, the Parties agree to implement the following measures:

- **Rule Compliance**
  The Committee shall oversee rule compliance and ensure uniform enforcement across all facilities.
- **Penalty Structure for Non-Compliance**
  A graduated penalty system shall be developed, including—but not limited to—temporary booking suspensions for repeat violations. Penalties shall be clearly communicated to all User Groups and documented in the operational appendices.

These measures aim to shift enforcement from reactive to proactive, fostering a culture of accountability and mutual respect among Facility Users.

Documentation and Compliance

To strengthen operational integrity, the Parties agree to:

- Update the Code of Conduct to enhance accountability and compliance.
- Improve documentation standards for scheduling, usage, and incident reporting.
- Implement specific updates to relevant clauses within the main Agreement to increase clarity, purpose, and enforceability.

10. FEES

Department of Education, CSFY, and FNSB, and the City will not charge each other for the use of Public Facilities (schools) covered by the JUA for the purpose of educational, public safety, and recreational activities offered by the Parties.

Department of Education, CSFY, and FNSB agree to charge for the use of Public Facilities for community use as set out below. Any other requests for no charge must be submitted through the Booking Office to the Facility Owner for consideration.

- **Custodial Oversight for Mess and Damage**
  - Custodial shifts will be adjusted to support monitoring and cleaning following User Group activities at the end of each school day and Monday mornings. Cleaning will be included to ensure the gym and spaces are clean, janitorial supplies are refreshed before the start of school the next day and report any damages or cleanliness issues from User Groups.
  - This allows custodians to assess facility conditions immediately after use.
  - User Groups may be charged janitorial fees if facilities are left in an unsatisfactory condition or if damage occurs.

- **Equipment Fees**
  - Fees may apply for the use of Facility-Owned equipment (e.g., nets, AV systems, tables, chairs). Charges will be determined by the Facility Owner based on the type and extent of equipment use.

Table 2: Facility Rental Fee Schedule by Type of Use

Type of Use	Non-Profit	Commercial / admission / sales	Political / Religious Event
Regular Bookings			
Large Gym		$1000 per day	$130 per Day
Regular Gym		$600 per day	$80 per day
Small gym, Library or Multi-Purpose room		$270 per day	$75 per day
Classroom		$115 per day	$75 per day
Outdoor Public Facilities		$75 per day	$40 per day
Special Events			
Large Gym	$80 per day $40 half day	$1000 per day	$130 per Day
Regular Gym	$80 per day $40 half day	$600 per day	$80 per day
Small gym, Library or Multi-Purpose room	$40 per day $20 half day	$270 per day	$75 per day
Other Items			
Camp Fee	$40 per day for each room		
Public Meeting	$75 per day		
Cancellation without notice or No Show	$75 per day	$75 per day	$75 per day
Janitorial cleaning fee	$75 per hour	$75 per hour	$75 per hour
Equipment fees	As determined by the Facility Owner		
Damages	As determined by the Facility Owner for repair or replacement		

Note: for gym size, see Table 3: Indoor public-school facilities and Outdoor field, see Table 5: Outdoor Public Facilities

Special Event is defined as an organized gathering or activity that occurs outside their normal schedule and is planned for a specific purpose, audience or occasion. Special events require additional coordination and resources because of their size and impact.

INDOOR PUBLIC-SCHOOL FACILITIES

Table 3: Indoor Public-School Facilities

School	Designation	Gym	w/showers	w/stage	Multipurpose Room	Special Permission *all excluded days and times, and additional facilities below
Christ the King Elementary	Reg	1	1	1		
CSSC Mercier	Reg	1	1			Contact the CSFY School Board for all other facilities.
Dámbü Tän Kets'ádań Kų	Reg/Small	2	2	1	1	Multipurpose space that seats over 100
École Émilie-Tremblay	Reg	1	1			Classroom, Library, Bouldering Wall
Elijah Smith Elementary	Reg	1	1	1	1	
FH Collins Secondary	Reg	1	1			Classroom, Band Room, Atrium
Golden Horn Elementary	Small	1				
Grey Mountain Primary	Small	1				Contact the School Administrator for all other
Hidden Valley Elementary	Reg	1	1	1		Classroom
Holy Family Elementary	Reg	1	1	1		
Jack Hulland Elementary	Reg /Small	2	1	1		
Porter Creek Secondary	Large	1	1	1		Classroom, Home Ec, Cafeteria, Library, Bouldering Wall, Music Room
Selkirk Elementary	Reg	1	1	1		
Takhini Elementary	Reg	1	1	1		Contact the School Administrator for all other facilities
St. Francis of Assisi Catholic Secondary	Reg /Large	2	1	1		Classroom, Art Room, Music Room, Library
Whitehorse Elementary	Reg	1	1	1		Classroom, Activity Room

Note: Bookings are limited to facilities only. No non-sport equipment is included (e.g.

chairs, tables, etc.).

Indoor Times in School Facilities

Table 4: Indoor Times in School Facilities

School Term (Aug – June)	Summer / Christmas & Spring Break
Monday – Friday **5:00 am – 7:30 am** **3:30 pm – 5:00 pm – special permission** **5:00 pm – 11:00 pm**	Three (3) schools, including one secondary school, will be made available for Community use, as determined by Yukon Education.
Saturday – Sunday **8:00 am – 11:00 pm**	Sunday – Saturday 8:00 am – 11:00 pm

Excluded Days:

School facilities will not be available for use for one week before and after the first and last day of school, on statutory holidays, PD days, and when required for elections (including: school council/community committee, municipal, territorial or federal), unless “special permission” is attained.

OUTDOOR PUBLIC FACILITIES

Table 5: List of Outdoor Public Facilities

School	Outdoor Space
Christ the King Elementary	Soccer Field
École Émilie-Tremblay	Soccer Field
Elijah Smith Elementary	Soccer Field
Riverdale Campus - FH Collins - CSSC Mercier	Artificial Turf (full field or 2 cross fields) Track and Field Facility 3 Beach Volleyball Courts
Grey Mountain Primary	Playground/Field
Hidden Valley Elementary	Soccer Field
Holy Family Elementary	Soccer Field
Jack Hulland Elementary	Soccer Field
Porter Creek Secondary	Soccer Field
Selkirk Elementary	Soccer Field
Takhini Elementary	Soccer Field
St. Francis of Assisi Catholic Secondary	Soccer Field (St. Francis) Soccer Field (George White)
Whitehorse Elementary	Soccer Field

Conditions of Use

- Outdoor CSSC Mercier/ FH Collins Secondary can only be booked by multiple groups at the same time if the activities align and the User Groups agree.

During The School Term

Department of Education, CSFY, and FNSB make available Outdoor facilities at the following times:

- Monday to Friday: 5:00 pm - 11:00 pm.
- Saturday and Sunday: 8:00 am - 11:00 pm.

During The School Summer Break

Department of Education, CSFY and FNSB makes available Outdoor facilities at the following times:

- Daily: 8:00 am to 11:00 pm.

REQUEST BOOKING

The Public Facilities must be booked, approved and confirmed through the Booking Office by the Designated Representative (one person who submits all bookings for the Facility User and continues to liaise with the City regarding the bookings for the school year).

1. Any Public Facility outlined in this Agreement can be booked at any time during the year, if the facility is available on the days and times requested, as determined by review of the master list by the Booking Office, with the provision of five (5) days' notice.
    - The Designated Representative can contact:
      Booking Office at: 867-633-8518 or recbookings@whitehorse.ca
    - The Booking Office, in consultation with the Designated Representative, will determine the appropriate facility for the Facility User.
    - The Designated Representative must complete the School Request Form.
    - The Booking Office confirms facility availability, which includes contacting a school administrator for any special permission requests.

Upon confirmation of facility availability, the Booking Office:

- Requests proof of $3,000,000.00 liability insurance and saved on the User Group account.
- Creates a Rental Contract.
- Requests FOB programming through Archibus software reporting and/or a key from YG Property Management and coordinates pickup arrangements with the Designated Representative.
- Requires a $50.00 deposit for each key/fob received by the Designated

Representative. The deposit is subject to the following:
    - Designated Representative returns key/fob on the date specified on the "School Use Request Form." Deposit for each item not returned on the date specified will result in the loss of the deposit. Any key/fob returned later than specified will not receive a refund.
    - The key/fob deposit for User Group bookings that are longer than one month will be deposited into a holding account. Deposits for User Group bookings that are less than one month will be held (not deposited) by the City and returned when the key/fob is returned.
- Requires a damage deposit of five hundred dollars ($500.00) per User Group, payable to the City of Whitehorse. The damage deposit will be used as follows:
    - Where a User Group is deemed responsible for damages to a Public Facility, damages will be assessed by the Facility Owner (school) and billed to the User Group(s).
    - If the damage deposit is depleted or drawn down during the year, the User Group is required to "top up" or post another damage deposit of $500 before confirmation of booking for the upcoming year.
- Request payment of fees, as applicable, by the Designated Representative, as per the Fee Schedule. Rental will be confirmed upon receipt of payment. Payment must be received at least five (5) days before the requirement for space.

Upon completion of the aforementioned procedures, the Booking Office:

- Confirms the Facility User booking with the Designated Representative.
    - Provides a Rental Contract, which is to be reviewed and signed by the Designated Representative, indicating that the Facility User "understands" and "will abide by" all information contained in the package. The contract includes, but is not limited to, a copy of General School Rules, Rental Contract, and School Security Procedures.
    - Receives payments and deposits. Hands out keys/fobs and instructions.
    - Retains the original signed and confirmed School Use Request Form and saves it to the Facility User's account. Records details of the fob and who received it.
- Ensures that the school's joint use contact is notified at least five (5) days before the school facility is to be used.

Upon completion of the Rental Contract, the Booking Office:

- Collects keys/fobs and cancels FOB programming. Returns deposit if no damages.

Throughout the year, the Booking Office sends monthly schedules to schools, YSS, property management, janitorial, and receives issues or concerns, such as:

- Access issues;
- Incidents;
- Time not used; and/or
- Conflicts that arise

The Designated Representative is responsible for ensuring that the User Group adheres to the rules found in this appendix and to any other “school-specific rules” governing the use of Public Facilities as provided by the Booking Office.

Special Event Booking Process

When a Special Event is requested, the Booking Office coordinates access to ensure the facility is ready.

- Contacts Highways and Public Works to unlock doors during the event times.
- Provide Facility Owner with booking schedule so they can arrange for custodial staff to clean after each event.
- Custodial shifts may be adjusted to monitor facility conditions and ensure timely cleaning.
- Any damage by a User Group may result in additional cleaning or repair fees.

FORM A: SCHOOL USE REQUEST FORM

(Please submit separate form for each group/age/activity)
Submit forms to the Booking Office– recbookings@whitehorse.ca
Canada Games Centre / Phone: 867-633-8518

Schools are not available on statutory holidays, PD days, during elections, or during scheduled maintenance.

Organization:			Activity:		
Category:	Non-Profit	Commercial	Political / Religious Event	Camp	
Age / Demographic of Participants:		# of Participants:	Will you be in charge of admission? Will you be selling goods?	Yes o No o Yes o No o	
Main Contact:			Phone (day):		
Email Address:			Phone (eve):		
Mailing Address:			Postal Code:		

	Request for School Use (Please print clearly)
Preferred School	
Area Required	
Circle Day/s Required	Mon Tues Wed Thurs Fri Sat Sun
Starting & End Time	
Starting & End Date	

Additional information about your event or program:

I hereby agree to comply with all rules, regulations and procedures as established by the City of Whitehorse, Government of Yukon - Department of Education, Commission scolaire francophone du Yukon, First Nation School Board and the School on behalf of my organization.

Signature of User Group Contact:

Submitted Proof of Insurance: o

Authorised Signature for SPECIAL PERMISSION: _____

Signature of City Representative: _____

Date Received by Booking Office: _____

FORM B: ASSESSMENT TOOL

The benefits-based approach is an evolutionary process that helps reposition, promote, and provide services that are truly essential to the community's needs. It is an abstract concept (rather than a concrete model) used to develop outcome-oriented performance measurement indicators and tools to gauge progress towards becoming a benefits-driven driven vibrant community in the field of recreation.

Activity Type Criteria / Facility Space Allocation Use

Community Use of Schools in Whitehorse			
Benefits	**Activity Type**	**Comments**	**Score**
A potential life-long activity			
Activity is a recurring event			
Physical exercise is involved			
Encourages family participation, fun			
A key component is skill development			
Instruction occurs in a supervised environment			
Leadership skill development			
Artistic skill development			
Competitive skill development/exposure			
Interpersonal skill development			
Practice opportunity is provided			
Targets Integration with the disadvantaged			
Main objective of Social/artistic/cultural/economic opportunity to address such things as: cultural interaction; social interaction; arts/culture appreciation; community awareness; education and awareness; individual expression and spontaneity			
Activity is planned by a community group (3 Sport Registered Non-Profit / 2 Other Registered Non-Profit / 1 Ad hoc Group)			
Spectator potential			
Volunteer involvement			
Community planned and/or operated.			
Community contribution to the finances to support the program			
Activity is part of an umbrella group			
Activity is group-focused			
Brings together those who might not otherwise come together			
Builds community identity			

Activity promotes conservation and education of the natural environment.			
Unique to that community (neighbourhood-focused)			

High value- 3 points per criterion Low value - 1 point per criterion

Code of Conduct

APPENDIX C

The Code of Conduct outlines the shared expectations for Facility Owners and Facility Users to ensure facilities are used respectfully, safely, and equitably for the benefit of all.

1. Respect and Collaboration

- Treat all participants, staff, volunteers, and facility representatives with respect and professionalism.
- Work together to resolve scheduling, access, and other issues in a timely and constructive manner.
- Recognize that facilities serve both school and community purposes and must be used accordingly.

2. Facility Care and Responsibility

- Leave all spaces clean, safe, and orderly after use.
- Report any damage, loss, or incidents (excluding normal “field of play” injuries) to the Booking Office immediately.
- Facility Owners will maintain facilities to a safe, functional, and accessible standard.
- Costs for damages will be assigned according to the terms of the Agreement.

3. Safety and Supervision

- Provide adequate supervision for all participants, including youth and persons with disabilities.
- Follow all safety procedures and emergency protocols.
- Facility Owners will ensure clear communication of safety information, exits, and rules.
- Commit to a safe, inclusive, and harassment-free environment.

4. Access and Scheduling

- Use facilities only during scheduled times and through approved access points.
- Follow block booking and seasonal allocation practices to ensure fair community access.
- Respect that school use takes priority during instructional hours.

5. Cleaning and Maintenance

- Leave the facility in the same or better condition as when you arrived.
- Return equipment to its proper place, dispose of garbage, and wipe up spills.
- Report cleanliness concerns or overflowing receptacles to the Booking Office.
- Cleaning supplies are the responsibility of the User Group; janitors do not clean after community use.

6. Security

- Keep doors secured and never propped open.
- Restrict use to authorised areas only; classrooms and hallways not included in the booking are off-limits.
- Maintain designated parking and emergency access at all times.

7. Equipment and Facility Rules

- Set up and put away equipment properly after use.
- In school gyms:
    - Remove outdoor footwear.
    - Use non-marking shoes only.
    - No food or beverages (except water in closed containers).
    - No tape on floors unless approved.
    - No posting of signs or advertisements without permission.

8. Prohibited Substances and Activities

- Alcohol, illegal drugs, smoking, vaping, and cannabis use are strictly prohibited on facility grounds.
- Activities that pose safety risks or may damage property are not permitted.
- The Booking Office and Facility Owners may define additional prohibited activities as needed.

9. Track and Turf Field Rules

Prohibited items and activities include:

- Muddy or spiked footwear, food, beverages (except water), glass containers, animals (except service animals), fireworks, open flames, bicycles, skateboards, and unauthorised vehicles.

- Do not pick, pull, or remove turf fibers or infill.

10. Damages and Losses

- Users are financially responsible for any damages or losses resulting from their activities.
- Report any pre-existing damage or new incidents to the Booking Office immediately.
- Lost or stolen items are the responsibility of the User Group.

11. Compliance and Enforcement

- All Facility Owners and Users must comply with laws, regulations, and facility policies.
- Required insurance and permits must be in place.
- Failure to follow this Code of Conduct may result in suspension or cancellation of booking privileges and/or financial penalties.
- Decisions on revocations or fees will be based on reasonable grounds. Proof beyond a reasonable doubt is not required.

12. Conflict Resolution

- Attempt to resolve issues directly between Facility Users and Owners.
- If unresolved, escalate to Designated Representatives or the JUA Oversight Committee.
- All parties will act in good faith to reach fair solutions.

13. Reporting and Monitoring

- A digital reporting system allows users to report concerns or violations promptly.
- Enforcement steps and consequences will be clearly communicated to all groups.
- Routine compliance reviews ensure fair, transparent application of the Code of Conduct.