CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, November 2, 2026 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS Indigenous Veterans Day (November 8, 2026)

DELEGATIONS Rick Griffiths – Public Submissions to OCP Amendments

Lorraine Hemstock – Health Hazard Concern at 7220 7th Avenue

Keith Clarke - Public Input Process for the Draft Mineral Exploration and Development Framework

Keith Lay, Active Trails Whitehorse Association – Interactive Trails Map Website Waiver

Paul Scholz, Canada Day Coordinator and 2nd Vice-President, and Joe Mewett, President, Whitehorse Legion – Canada Day Co-Hosting Proposal

DEVELOPMENT SERVICES COMMITTEE – *Councillors Morris and Melnychuk*

1. Infrastructure Transfer, Operation, and Maintenance Agreement – Kwanlin Dün First Nation
2. New Business

CITY OPERATIONS COMMITTEE – *Councillors Boyd and Middler*

1. New Business

COMMUNITY SERVICES COMMITTEE – *Councillors Melnychuk and Boyd*

1. Fall Recreation Grant Allocations
2. New Business

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

1. Food for Fines Program
2. New Business

CORPORATE SERVICES COMMITTEE – *Councillors Middler and Hamilton*

1. Commencement Report – Canada Games Centre Roof Upgrade
2. 2027 Council Meeting Schedule
3. New Business

CITY PLANNING COMMITTEE – *Councillors Hamilton and Gallina*

1. Two-Unit Condominium Prohibition – For Information Only
2. New Business

PROCLAMATION

INDIGENOUS VETERANS DAY

November 8, 2026

WHEREAS Indigenous Veterans Day is observed in Canada in recognition of more than 200 years of Indigenous contributions to military service; and

WHEREAS many Indigenous Peoples overcame challenges such as travelling far distances to enlist, learning new languages, and experiencing discrimination, including when they returned to Canada for which they fought; and

WHEREAS Indigenous Veterans Day provides an opportunity for all Canadians to reflect upon the positive contributions Indigenous veterans have made to our nation's history and to express gratitude for their selfless service;

NOW, THEREFORE I, Mayor Kirk Cameron, do hereby proclaim November 8, 2026 to be Indigenous Veterans Day in the city of Whitehorse.

Kirk Cameron
Mayor

CITY OF WHITEHORSE

DEVELOPMENT SERVICES COMMITTEE

Council Chambers, City Hall

Chair: Lenore Morris **Vice-Chair**: Eileen Melnychuk

November 2, 2026 Meeting #2026-20

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1. Infrastructure Transfer, Operation, and Maintenance Agreement – Kwanlin Dün First Nation
   Presented by Kinden Kosick, Land Development Supervisor, Land and Development

2. New Business

ADMINISTRATIVE REPORT

TO:	Development Services Committee
FROM:	Administration
DATE:	November 2, 2026
RE:	Infrastructure Transfer, Operation, and Maintenance Agreement – Kwanlin Dün First Nation

ISSUE

Council consideration of an Infrastructure Transfer, Operation, and Maintenance Agreement between the City of Whitehorse and Kwanlin Dün First Nation.

REFERENCE

- Zoning Bylaw 2025-37
- Development Agreement Bylaw 2012-15
- City Servicing Standards Manual
- Kwanlin Dün First Nation Self-Government Agreement
- Infrastructure Transfer, Operation, and Maintenance Agreement and Easement Agreement Template (Attachment 1)

HISTORY

Kwanlin Dün First Nation (KDFN) executed their Final and Self-Government Agreements in 2005 and became a self-governing First Nation in April 2005. As a self-governing First Nation, KDFN can draw down governance powers related to land development and establish guiding documents, legislation and bylaws, such as an Official Community Plan, Zoning Bylaw, and permitting and inspection bylaws. At this time, KDFN has chosen to work within the framework set up under the Municipal Act and City bylaws and policies.

In 2023 and 2024, the City approved plans of subdivision for KDFN settlement parcels C-112B-1 in Copper Ridge and C-35B in Range Point. These developments included infrastructure that was intended to be turned over to the City, similar to other developments within the municipality.

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

Administration has negotiated an Infrastructure Transfer, Operation, and Maintenance Agreement (ITOMA) with KDFN, similar to the agreement recently negotiated with Ta'an Kwäch'än Council and approved by City Council. This agreement will recognize how their role as a developer within the municipality aligns with their Self-Government Agreement. This agreement is now being brought forward for Council consideration and execution.

ALTERNATIVES

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

ANALYSIS

KDFN Self-Government Agreement

Under section 26.2.11 of the KDFN Self-Government Agreement, KDFN may enter into an agreement with a municipality for the provision of municipal or local government services. Additionally, the agreement must consider the cost of providing the services, a dispute resolution process, and establish that similar rates for user-pay municipal or local government services are paid by property owners in the same or similar communities.

Infrastructure Development and Transfer, Operation, and Maintenance Agreement

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

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

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

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

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

The ITOMA also includes the following provisions:

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

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize the Mayor to execute the Infrastructure Transfer, Operation, and Maintenance Agreement with Kwanlin Dün First Nation.

INFRASTRUCTURE TRANSFER, OPERATION, AND MAINTENANCE AGREEMENT

THIS AGREEMENT is dated _____, 2026

BETWEEN: **KWANLIN DÜN FIRST NATION,** a self-governing Yukon First Nation under the Kwanlin Dün First Nation Self-Government Agreement, having an office at 35 McIntyre Drive, Whitehorse, Yukon, Y1A 5A5

("**KDFN**")

AND: THE **CITY OF WHITEHORSE,** a municipal corporation constituted under the *Municipal Act*, as amended from time to time

(the "**City**")

WHEREAS:

A. KDFN and the City (the "**Parties**") entered into an agreement dated February 19, 2005 (the "**2005 MSIA**") to, among other things, address the orderly provision of municipal services to KDFN settlement land ("**Settlement Land**", as defined in the Kwanlin Dün First Nation Self-Government Agreement) within the municipal boundary of the City of Whitehorse, in anticipation of the KDFN becoming a self-governing first nation.

B. From time to time, KDFN intends to undertake or permit various land development projects on KDFN Settlement Land that are located within the municipal boundary, are subject to the City's regulatory jurisdiction over planning, zoning and development, and will require any of subdivision approval, the development of Municipal Improvements, or a material change in the provision of Municipal Services (each project, a "**Development**").

C. The City has a right to require KDFN, or any person authorized by KDFN to undertake a Development (a "**Developer"**) to enter into a development agreement as described in section 5 of the City Bylaw 2012-15, a development permit agreement as described in section 2.17 in the City Zoning Bylaw 2025-37, or other similar agreement respecting the design and construction of Municipal Improvements for a Development required by municipal law (each, a "**Development Agreement**").

D. Development Agreements are intended to set out, among other things, the Municipal Infrastructure requirements related to a Development as well as the design review, construction inspection, and Construction Completion Certificate and Final Acceptance Certificate processes to ensure that any resulting Municipal Improvements will be compatible and maintainable by the City.

E. The City intends to provide Municipal Services, as well as own, operate, and maintain Municipal Infrastructure to and on Settlement Land, to the same extent and quality of services as other areas of comparable land use within the municipality, all in accordance with sections 26.2.1 and 26.2.2 of the Kwanlin Dun First Nation Self-Government Agreement.

F. In entering into this Agreement KDFN and the City have expressly taken into account the costs of providing the Municipal Services.

G. KDFN and the City wish to address the following matters related to Developments:

i. the provision of Municipal Services to a Development,
ii. municipal access to certain land within a Development,
iii. the ownership of Municipal Improvements (as defined below) constructed at a Development, and
iv. the provision of Municipal Services within a Development.

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

1. Defined Terms

In this Agreement:

1.1. "**2005 MSIA**" has the meaning set out in Recital A.

1.2. "**City Servicing Standards Manual**" means the manual setting out standards for the design, construction or repair of Municipal Infrastructure in the City;

1.3. "**Construction Completion Certificate**" has the meaning given to it in the City's Servicing Standards Manual, as amended from time to time.

1.4. "**Developer**" has the meaning set out in Recital C.

1.5. "**Development**" has the meaning set out in Recital B.

1.6. "**Development Agreement**" has the meaning set out in Recital C.

1.7. "**Dispute Resolution Notice**" has the meaning set out in subsection 7.1.

1.8. "**Final Acceptance Certificate**" has the meaning given to it in the City's Servicing Standards Manual, as amended from time to time.

1.9. "**Interest**" means an interest in a parcel of Settlement Land (as defined below) in the form of a lease or an allocation, as those terms are defined in the *Lands* Act (KDFN), as confirmed by the records of the territorial Land Titles Office or the KDFN Land Registry, as the case may be.

1.10. "**Interest Holder**" means a person who holds a subsisting Interest. An Interest Holder under this Agreement shall be an owner for the purpose of interpretation of City bylaws and policies.

1.11. "**Municipal Services**" means any service or product, or any system or facility that is used to provide any service or product, that is provided by the City for public consumption, benefit, convenience, or use, including, but not limited to, water, sewage treatment and disposal, public transportation, solid waste management, street lighting, snow clearing, fire protection, licensing, planning, building inspection, parks and recreation, and bylaw enforcement.

1.12. "**Municipal Improvements**" means those services, utilities and other such items as are necessary for the proper development and functioning of subdivision, including but not limited to:

a. sanitary and storm sewer mains and related infrastructure, lift stations, lot services to property line, including frost protection;
b. water mains, fire hydrants, pumphouses and lot services to property line, including frost protection;
c. roads, lanes, curbs, gutters, sidewalks, walkways, transit stops, medians and boulevards;
d. street signs, traffic signals and signage, and pavement markings;
e. parks, playgrounds, and street furniture; and
f. landscaping associated with any of the above items.

1.13. "**Municipal Infrastructure**" means infrastructure owned and maintained by the City, and includes Municipal Improvements transferred to the City in accordance with Section 3.

1.14. "**Settlement Land**" has the meaning set out in Recital A.

2. Parties' Consent to a Development

2.1. The City will not enter into a Development Agreement with a non-KDFN Developer in respect of a Development unless KDFN has confirmed to the City in writing that the Developer is authorized to do so.

2.2. KDFN will not, or grant a Developer permission to, begin work on a Development until that Developer has obtained an executed Development Agreement with the City, or the City has provided written notice to KDFN that a Development Agreement is not required for that Development.

3. Transfer of Municipal Improvements and Easements

3.1. Upon issuance of a Construction Completion Certificate for a Development according to the City's Servicing Standards Manual, or as specified in the applicable Development Agreement, KDFN shall transfer or cause to be transferred to the City, and the City shall accept, the transfer of ownership of such applicable Municipal Improvements particularly identified for this purpose in a Development Agreement, and KDFN will relinquish or cause to be relinquished all rights, titles, and interest in the applicable Municipal Improvements.

3.2. Upon the transfer of ownership of the applicable Municipal Improvements to the City, KDFN, at its sole cost and expense, shall grant an easement in favour of the City, as applicable, generally in the form attached to this Agreement as Schedule 'A', which easement shall include a detailed inventory of the applicable Municipal Improvements transferred from KDFN to the City.

3.3. KDFN, at its own cost, shall obtain a survey of the easement area.

3.4. In respect of a Development, upon the transfer of applicable Municipal Improvements to the City pursuant to section 3.1 and the grant of the easement pursuant to section 3.2, the City shall be responsible to operate, maintain and replace the applicable Municipal Improvements to standards for areas of comparable land use within the City in accordance with City bylaws and policies in effect from time to time.

3.5. The City shall have no greater or lesser liability or obligation pursuant to this Agreement to operate, maintain, and replace such Municipal Improvements than it has to owners and occupiers of land, improvements and businesses in the City of Whitehorse generally.

3.6. The City shall abide by the City's Servicing Standards Manual, as amended or replaced from time to time, in respect of any installation, maintenance, repair, or removal of applicable Municipal Improvements.

3.7. KDFN will ensure that any provider of a public utility who provides or who intends to provide that public utility to a Development will give reasonable notice and comply with the reasonable requirements of the City, where the construction or provision of that public utility might temporarily or permanently interfere with Municipal Infrastructure in or to a Development. Subject to those requirements, the City will use commercially reasonable efforts to facilitate such construction or provision.

4. Municipal Services; Refusal or Discontinuation of Municipal Services

4.1. The City will provide Municipal Services to applicable Developments to the same extent and at the same quality of service as the City provides to other areas of comparable land use within the City in accordance with City bylaws and policies in effect from time to time.

4.2. The City shall have no greater or lesser liability or obligation pursuant to this Agreement to provide Municipal Services to an Interest Holder or any Development than it has to owners and occupiers of land, improvements and businesses in the City generally. The City makes no representation or warranty that the level or degree of Municipal Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly in this Agreement and City standards and bylaws.

4.3. KDFN acknowledges and agrees that the City reserves the right to temporarily suspend Municipal Services, divert and block traffic and take whatever other steps are reasonable in a given situation to ensure public and workers' safety, that from time to time there may be, or the City may cause at its discretion, an interruption or reduction in the level of Municipal Services, and that the City is not liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary suspension, interruption or reduction in the level of a Municipal Service provided under this Agreement.

4.4. The City shall not discontinue any Municipal Services to a Development except in accordance with a notice under subsection 4.5.

4.5. KDFN may, without terminating this Agreement, discontinue one or more Municipal Services other than water or sewage treatment to one or more Developments upon 120 days' written notice to the City. For certainty, a notice under this subsection applies only to the Municipal Services and Developments specified in the notice.

4.6. The City will not be responsible for the cost of any installation, replacement, or removal of service connections.

4.7. An Interest Holder in a Development will be responsible for paying, to the same extent as owners and occupiers of land, improvements and businesses in the City generally,

4.7.1. the cost of any installation, replacement, or removal of service connections to an Interest; and

4.7.2. the charges levied by the City for any other Municipal Services in respect of the Interest Holder's Interest in a Development. All such municipal service charges will be similar to those charged for equivalent Municipal Services to residents in the City.

4.8. The City may at any time refuse to provide Municipal Services to Interest Holders for non-payment of municipal service charges or for any other reason in accordance with the City's bylaws and policies.

4.9. KDFN shall not connect or purport to authorize any person on Settlement Land to connect to Municipal Infrastructure except in accordance with this Agreement and City by-laws.

4.10. KDFN shall promptly notify the City of any damage or malfunctioning of Municipal Infrastructure on Settlement Land of which KDFN becomes aware.

5. 2005 MSIA

5.1. Nothing herein shall affect the application of the 2005 MSIA, and without limiting the foregoing, nothing herein shall affect the application of the 2005 MSIA in respect of the provision of Municipal Services.

5.2. Without limiting the generality of subsection 4.1, section 7.8 of the 2005 MSIA applies to a Development.

6. Property Taxes

6.1. The City acknowledges that the Interest Holder of an Interest in a Development is the owner for the purposes of property assessment and taxation under the *Assessment and Taxation Act*, RSY 2002, c. 13.

6.2. The City shall, for the purpose of levying charges for Municipal Services in accordance with the *Fees and Charges Bylaw*, No. 2014-36, establish individual tax roll numbers for each Interest in a Development that is:

6.2.1. a leasehold interest registered in the Land Titles Office; or

6.2.2. an allocation interest registered in the KDFN Land Register, to the extent that KDFN has provided notice to the City upon the grant, transfer or termination of such an interest.

6.3. KDFN may pay outstanding taxes associated with any tax lien on an Interest in a Development on behalf of the Interest Holder, but has no obligation to do so.

7. Term, Termination and Review

7.1. The term of this Agreement shall commence on the date first written above and may be terminated upon 120 days' written notice.

7.2. In the event of a termination under subsection 7.1, the City shall retain ownership of the Municipal Infrastructure on Settlement Land and its right of access granted pursuant to subsection 3.2.

7.3. The Parties agree to carry out a review of this Agreement five years after the date of this Agreement, and no earlier than every five years since the last review thereafter.

8. Dispute Resolution

8.1. Any dispute between the KDFN and the City that arises out of this Agreement or in regard to the interpretation of this Agreement shall be resolved pursuant to this Part 5 and, where such a dispute arises, either party may give written notice to the other that its wishes to resolve the dispute through the process set out herein (the "**Dispute Resolution Notice**"), which notice shall set out:

8.1.1. the matter which the issuer wishes to have resolved, and

8.1.2. the position of the issuer in respect of the matter which is the subject of the dispute.

8.2. Upon receipt of a Dispute Resolution Notice by either the KDFN or the City, the Executive Director of the KDFN, the administrator of the City, or other appointee of the KDFN or of the City, shall meet together in an attempt to settle the dispute through negotiation.

8.3. If KDFN and the City fail to resolve the dispute through negotiations held pursuant to Section 8.2 and fail to agree on an arbitrator within seven (7) clear days of service of a written notice to concur in the appointment of an arbitrator made by either of KDFN or the City on the other, an application can be made by either of KDFN or the City to the Supreme Court of the Yukon and a sole arbitrator may be appointed by a Judge of the Supreme Court of the Yukon, provided that the applicant shall give to the other party five (5) working days' notice of its application for such an appointment.

8.4. The decision of an arbitrator shall be handed down within sixty (60) working days of hearing the arbitration and shall be considered final and binding upon the Parties to the arbitration.

8.5. The fees and expenses of any arbitration shall be borne equally by the City and KDFN. The legal and professional costs of preparing for and appearing at the arbitration shall be borne by the party who incurs such costs, subject to the discretion of the arbitrator in awarding costs of arbitration.

8.6. If upon a reference to it, an arbitrator refuses jurisdiction or otherwise fails to determine the question, then the question may be referred by either the City or the Kwanlin Dun First Nation to any court of competent jurisdiction and the City and the Kwanlin Dun First Nation may exercise any other right or remedy they may have under this Agreement or otherwise.

8.7. Any arbitration conducted pursuant to these provisions shall be carried out in accordance with and be subject to the Arbitration Act. R.S.Y. 2002, c. 6, with the necessary changes, except to the extent that the provisions of the Arbitration Act, R.S.Y 2002, c. 8 as so modified, are inconsistent with the provisions relating to arbitration contained in this Agreement.

9. Indemnities

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

9.1.1. KDFN shall indemnify and save harmless the City and any party for whom the City is responsible in law from and against any and all claims, demands, actions, causes of action, losses, damages, costs, liabilities, and expenses (including legal fees and costs on a solicitor and own client basis (collectively, "**Losses**") of whatever kind incurred, directly or indirectly, by the City and arising out of or in connection with any breach by KDFN of any of its obligations including any action to be performed by KDFN or its employees, agents and contractors under this Agreement, except to the extent that the Losses are a

result of negligence, willful misconduct or breach of this Agreement by the City or its employees, agents and contractors; and

9.1.2. the City shall indemnify and save harmless KDFN and any party for whom KDFN is responsible in law from and against any and all Losses of whatever kind incurred, directly or indirectly, by KDFN and arising out of or in connection with any breach by the City of any of its obligations under this Agreement including any action to be performed by the City or its employees, agents and contractors under this Agreement, except to the extent that the Losses are the result of negligence, willful misconduct or breach of this Agreement by KDFN or its employees, agents and contractors.

9.2. The indemnities in this section 9 shall survive the expiration or termination of this Agreement

10. Notice

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

10.1. by hand to the Director of Development Services on behalf of the City, or to KDFN's Executive Director on behalf of KDFN, in which case it shall be deemed to have been given on the date of delivery;

10.2. by registered mail, postage prepaid, addressed to the other party at the address set out below, in which case it shall be deemed to have been given on the third working day following the date of mailing, provided that if postal service is disrupted by a labour dispute a notice may only be given by one of the other methods of delivery; or

10.3. by facsimile or electronic mail, in which case it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a working day and received at the place of receipt during normal business hours. If not received on a working day or during normal business hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next working day following the transmission thereof.

If to the City:
CITY OF WHITEHORSE
Attention: Director of Development Services,
2121 Second Avenue,
Whitehorse, Yukon Y1A 1C2;
Fax: (867) 668-8635
Email: developmentservicesmanager@whitehorse.ca

If to KDFN:
KWANLIN DÜN FIRST NATION
Attention: Executive Director
25 McIntyre Drive
Whitehorse, Yukon Y1A 5A5
Email: benjamin.chief@kdfn.net

10.4. If a party changes its contact information, it shall promptly give notice to the other party by one or more of the means set out above.

11. General

11.1. Nothing in this Agreement is to be construed to make a party an agent, partner or joint venture party of another party. Each party enters into this Agreement as an independent party acting in its own best interest.

11.2. The Parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Agreement and to make this Agreement legally effective, binding, and enforceable as between them and as against third parties.

11.3. This Agreement may be executed in counterparts and copies of the execution pages delivered by each Party to the other by email or any other reasonable method, and such copies together shall be deemed as effective as if a single Agreement had been executed by each Party.

11.4. The failure of a party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that Party for the future of that term, right, or remedy.

11.5. If any provision of this Agreement, or part thereof, is judged invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in force and effect provided that if the intent of the Parties is not thereby preserved then either party may require the other party to negotiate in good faith a replacement for the invalid, illegal, or unenforceable provision that is consistent with the intent of the Parties.

11.6. This Agreement will bind and benefit each of the Parties including their respective successors.

11.7. This Agreement will be governed by and construed in accordance with laws applicable in Yukon and will be treated in all respects as a Yukon contract.

11.8. In this Agreement any reference to legislation includes a reference to the legislation and to any regulations made under that legislation as that legislation or those regulations may be amended or re-enacted from time to time.

11.9. This Agreement may be amended or supplemented only by a written agreement signed by each Party.

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

KWANLIN DÜN FIRST NATION)
by:)
)
)
_____)
Chief)

CITY OF WHITEHORSE)
By:)
)
)
_____)
Mayor) Seal
)
)
)
_____)
Corporate Services)

ROAD AND UTILITY TRANSFER AND EASEMENT AGREEMENT

Dated _____, 20___

BETWEEN: **KWANLIN DÜN FIRST NATION,** a self-governing Yukon First Nation under the Kwanlin Dun First Nation Self-Government Agreement, having an office at 35 McIntyre Drive, Whitehorse, Yukon, Y1A 5A5

("**KDFN**")

AND: **THE CITY OF WHITEHORSE,** a municipal corporation constituted under the Municipal Act, as amended from time to time

(the "**City**")

WHEREAS:

A. KDFN is the registered owner of **KWANLIN DÜN FIRST NATION** Fee Simple, Category A or Category B settlement land situated in the City of Whitehorse, in the Yukon Territory and more particularly described as

[NTD: Land description to be completed]

(the "**Lands**").

B. A portion of the Lands have been set aside for utility and access easement purposes as shown outlined in bold on **Schedule "A"** attached hereto (the "**Easement Area**").

C. KDFN (or its assigns) intends to construct municipal improvements including, but not limited to road surfaces, curbs, gutters, sidewalks, street lights and signs, sewer, water, and storm sewer mains, together with the appurtenances thereto (all of which, including the roads, are referred to in this Agreement as the "**Utilities**") in, on or under the Easement Area as more particularly described in **Schedule "B"**.

D. The parties have agreed to enter into this Easement Agreement pursuant to the Infrastructure, Transfer, Operation, and Maintenance Agreement (the "**ITOMA Agreement**") between the parties, for the purposes of transferring the Utilities to the City and permitting the City to operate, maintain and construct the Utilities in the Easement Area.

E. The City has been authorized to execute this Agreement pursuant to the City's Easement Authority Bylaw.

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

1. KDFN does hereby transfer to the City and the City does hereby accept the transfer of all title to the Utilities and KDFN does relinquish all rights, titles, interests, claims and demands therein.

2. KDFN does hereby grant to the City an easement over the Lands, to have and to hold as easements appurtenant to the Lands, subject only to the provisos, terms and conditions herein contained, providing the City, and its servants, agents, licencees, contractors and subcontractors, the full, free and uninterrupted right, at any time from time to time in common with KDFN and other persons to whom KDFN has granted rights to use the Lands, to enter and use the Lands, with or without vehicles, equipment, supplies or other materials, for the following purposes:

   (a) to construct, replace, repair, alter, upgrade, inspect, test, remove, abandon, maintain and operate the Utilities under, over and on the Easement Area; and

   (b) to do all acts reasonably necessary for the purposes set out in this Section 2.

3. The City shall have the full and free right and liberty to gain access to and remain on the Easement Area for the purposes of the easement and the City may access the Easement Area by foot or by means of vehicles across the Lands.

4. Notwithstanding the blanket nature of the easement granted pursuant to section 2 above, the City covenants and agrees that:

   (a) vehicular and pedestrian access and egress over the Lands is permitted only over those portions of the Lands reasonably necessary to gain access to the Easement Area; and

   (b) the City will not complete any construction or excavation on the Lands outside of the Easement Area without KDFN's express written consent.

5. The City shall operate, maintain and upgrade the Utilities in accordance with the terms of the ITOMA Agreement.

6. The City will:

   (a) carry out any work on the Easement Area in a proper manner and will cause or do as little damage to the Easement Area and the improvements thereon (other than the Utilities) as is reasonably possible; and

   (b) use commercially reasonable efforts not to unreasonably interfere with the use and enjoyment of the Lands by KDFN or other occupiers of the Lands when exercising the City's rights under Sections 2 and 3 above.

7. Upon completion of the City's work, the City shall restore the Easement Area and the improvements on the Easement Area (other than the Utilities) to their former condition, subject to reasonable wear and tear, at the expense of the City and to the reasonable satisfaction of the KDFN, provided that KDFN reserves the right in the event of unsatisfactory repair, to repair any damage done to the Easement Area and the City agrees to reimburse the KDFN for its reasonable, out-of-pocket expenses. The parties agree that the obligations of the City to restore, or to repair any damage done to, the Easement Area under this paragraph are to be determined with reference to the obligations of the City undertaking such work in relation to utilities on lands owned by the City.

8. Subject to the City observing and performing the covenants, terms and conditions on its part in this Agreement, the City may and will hold and enjoy the easement herein granted without hindrance or interference on the part of the KDFN, provided that the KDFN, its agents and all others authorized by the KDFN will have and continue to have free access to the Easement Area in common with the City.

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

10. The City shall, at all times hereafter, indemnify and save harmless the KDFN against all actions, causes of action, claims, debts, liabilities, dues, sums of money, and demands, of whatsoever kind or nature incurred by the KDFN or that may be brought or made against the KDFN by reason of anything done or omitted to be done by the City in the exercise or purported exercise of the rights and privileges of the easement hereby granted, with the exception of any actions, causes of action, claims, debts, liabilities, dues, sums of money, and demands arising from or in relation to the negligence, willful misconduct or intentional acts of the KDFN or breach of the ITOMA Agreement by KDFN.

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

11. KDFN will not construct, install or permit any building, structure, concrete foundations or footings, improvement or any other obstruction of a permanent nature under, on or above any portion of the Easement Area, nor carry on or permit any work on the Easement Area which would or could prevent or hinder the exercise by the City of any of the rights granted in this Agreement, without the prior written consent of the City.

12. KDFN will not:

    (a) obstruct or interfere, or permit any person claiming under it to obstruct or interfere, with the use of the Easement Area by the City; or
    (b) damage, endanger, disturb or interfere, or permit any person claiming under it to damage, endanger, disturb or interfere, with the Utilities.

13. Notwithstanding any other provision of this Agreement, nothing in this Agreement will:

    (a) fetter in any way the discretion of the City in its capacity as a governmental authority;
    (b) prejudice any of the City's rights, powers, duties or obligations in the exercise of its functions under any statutes, bylaws, orders, or regulations; or
    (c) prohibit or limit the City from charging occupiers of the Lands for any services provided to the Lands or such occupants using the Utilities, or any other charges payable to the City under applicable statutes, bylaws, orders, regulations or agreements between the City and KDFN.

14. Notwithstanding any other provision of this Agreement, nothing in this Agreement will:

    (a) fetter in any way the discretion of KDFN in its capacity as a governmental authority; or
    (b) prejudice any of KDFN's rights, powers, duties or obligations in the exercise of its functions under any statutes, bylaws, orders, or regulations.

15. The right, liberty and easements herein granted by KDFN to the City shall be construed as being extended to and may be exercised by the City, its successors, assigns and the provisos, reservations, restrictions and limitations herein reserved to KDFN shall be construed as referring to KDFN, its successors, assigns, lessees, sublessees and the owners and occupiers of the Lands and every part into which the Lands may be subdivided in which the Easement Area is situate, and each of their respective agents, tenants, guests, workers, employees, contractors, invitees, licensees and all other persons with their express or implied permission.

16. The Easement granted by this Agreement shall run with the Lands.

17. Notwithstanding any rules at law or in equity to the contrary, the Utilities will at all times remain the property of the City (or where applicable, its transferees or the operators of specific Utilities) notwithstanding that the same may be annexed or affixed to the Lands, and will at any time be removable in whole or in part by the City (or its transferees or operators, if applicable). No part of the Lands shall pass to or be vested in the City by the present agreement.

18. The right, privilege and easement of the Easement Area hereby granted shall be for such length of time as required by the City to operate the Utility, subject however, that if KDFN makes an application to withdraw the Lands from under the *Land Titles Act, 2015* (SY 2015, c.10), as amended or replaced from time to time, the City shall agree to surrender, concurrently, this instrument from the certificate of title for the Lands, provided that KDFN will, prior to such application, grant the City a written replacement agreement continuing the City's rights under this Agreement in respect of the Lands and Easement Area post surrender and arrange for the registration of the replacement agreement in the Kwanlin Dün First Nation Lands and Resources Register, pursuant to the Kwanlin Dün First Nation *Lands Act* (OIC-2020-09).

19. KDFN and City will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of giving full force and effect to the covenants, agreements and provisos herein contained.

20. This Agreement may not be amended, modified or discharged except in writing signed by all parties hereto.

21. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

KWANLIN DÜN FIRST NATION

Per: _____

CITY OF WHITEHORSE

Per: _____

SCHEDULE "A"

EASEMENT AREA

(PROVIDED BY SURVEYOR)

SCHEDULE “B”

SUBJECT UTILITIES

AFFIDAVIT OF AUTHORITY

(Government Signatory(ies))

TO THE REGISTRAR:

NAME: _____

I SWEAR / AFFIRM THAT:

1. I am the _____ of KWANLIN DÜN FIRST NATION.

2. I have authority to make the annexed application and to execute the annexed instrument on behalf of the above-named government, without using a seal.

3. The above facts are true to the best of my knowledge, information, and belief.

SWORN / AFFIRMED BEFORE ME)
at Whitehorse in Yukon)
on the _____ day of _, 202__)
) _____
_____) Print Name:
(Signature of Notary or Commissioner))
_____)
(print full name))
Notary Public in and for Yukon; or)
Notary Public or Commissioner for Oaths in)
and for _____)
(My commission expires: _____))
)

AFFIDAVIT OF AUTHORITY

(Government Signatory(ies))

TO THE REGISTRAR:

NAME: _____

I SWEAR / AFFIRM THAT:

1. I am the _____ of the CITY OF WHITEHORSE.

2. I have authority to make the annexed application and to execute the annexed instrument on behalf of the above-named government, without using a seal.

3. The above facts are true to the best of my knowledge, information, and belief.

SWORN / AFFIRMED BEFORE ME)
at Whitehorse in Yukon)
on the _____ day of _, 202__)
) _____
_____) Print Name:
(Signature of Notary or Commissioner))
_____)
(print full name))
Notary Public in and for Yukon; or)
Notary Public or Commissioner for Oaths in)
and for _____)
(My commission expires: _____))
)

CITY OF WHITEHORSE

CITY OPERATIONS COMMITTEE

Council Chambers, City Hall

Chair: Dan Boyd **Vice-Chair**: Anne Middler

November 2, 2026 Meeting #2026-20

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1. New Business

CITY OF WHITEHORSE

COMMUNITY SERVICES COMMITTEE

Council Chambers, City Hall

Chair: Eileen Melnychuk **Vice-Chair**: Dan Boyd

November 2, 2026 Meeting #2026-20

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1. Fall Recreation Grant Allocations
   Presented by Keri Rutherford, Manager, Recreation

2. New Business

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	November 2, 2026
RE:	Fall Recreation Grant Allocations

ISSUE

Council approval of the recommendations for Fall Recreation Grant allocations

REFERENCE

- Recreation Grant Policy
- 2026 Fall Recreation Grants – Grant Summary (Appendix A)
- 2026 Fall Recreation Grants – Operational Support Summary (Appendix B)

HISTORY

Council policy governs the allocation of recreation grants, with recommendations developed through the Recreation Grant Task Force (Task Force) review process. The Task Force met on October 6, 2026, to review applications and develop funding recommendations in accordance with the Recreation Grant Policy.

The City's Recreation Grant Program continues to be supported through funding received by the Community Lottery Program (CLP), along with an annual municipal contribution toward Operational Support grants. Of the $285,000 received through the CLP in 2026, $75,000 has been allocated to City recreation initiatives, leaving $210,000 available to support the Recreation Grant Program. Combined with the City's $40,000 contribution towards Operational Support, a total of $250,000 is available for the two grant intakes in 2026.

RECREATION GRANT FUNDING	
CLP FUNDING REMITTED TO THE CITY	285,000
AMOUNT RETAINED FOR CITY INITIATIVES	75,000
FUNDING ALLOCATED TO RECREATION GRANT PROGRAM	**210,000**
RECREATION GRANT FUNDING (ONGOING PROJECTS, NEW PROJECTS, TRAINING & LEADERSHIP)	210,000
RECREATION GRANT FUNDING (OPERATIONAL)	40,000
TOTAL FUNDING AVAILABLE FOR RECREATION GRANTS	**250,000**

SPRING ALLOCATION	
ONGOING PROJECTS, NEW PROJECTS, TRAINING & LEADERSHIP	126,000
OPERATIONAL SUPPORT	25,000
TOTAL SPRING ALLOCATION	**151,000**

FALL ALLOCATION	
ONGOING PROJECTS, NEW PROJECTS, TRAINING & LEADERSHIP	84,000
OPERATIONAL SUPPORT	15,000
TOTAL FALL ALLOCATION	**99,000**

In 2026, the City received $285,000 through the CLP, an approximate 17% reduction from the $333,000 received in previous years. As a result, the recreation grant levels have been adjusted accordingly. The City remains committed to supporting local recreational organizations and continues to acknowledge the contribution of Lotteries funding in its advertising and communications.

ALTERNATIVES

1. Approve the allocation of the 2026 Fall Recreation Grants as recommended; or
2. Refer the matter back to Administration.

ANALYSIS

The Recreation Grant Task Force received and reviewed 25 applications totalling $159,699.53 in requests, of which 22 deemed eligible for funding consideration. The three ineligible applications will be contacted with recommendations to help strengthen future applications. Applications were submitted under the Recreation Grant Policy across four funding categories: Ongoing Projects and Initiatives, New Projects and Initiatives, Training and Leadership Development, and Operational Support. Applications were evaluated using the established criteria.

In accordance with Community Lottery guidelines, requests related to operations and maintenance (O&M) are ineligible for funding. As a result, eligible O&M requests are supported through the City's contribution to the program.

The applications received, along with the Task Force's recommendations, and any applicable conditions, are detailed in the attached materials. A total of $99,000 is recommended for allocation by the Recreation Grant Task Force and is within the available funding.

Where funding recommendations do not reflect the full amount requested, it is typically due to a combination of eligibility and allocation considerations. This may include portions of the application being better suited to or eligible under another funding program, certain expenses being deemed ineligible under the policy, the maximum funding limit for the program category has been reached, or the total available funding has been fully allocated.

In a competitive intake where multiple applications are received, funding is distributed using the evaluation matrix to support equitable decision making, rather than a fixed percentage model. This approach allows for differentiation based on merit, alignment with program priorities, community impact, and demonstrated need, while also ensuring fair distribution across diverse applications and funding categories within the limits of available resources.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the allocation of $99,000 for the 2026 Fall Recreation Grants as proposed in Appendix A and Appendix B.

Appendix A Fall 2026 Recreation Grants

#	Applicant	Priority/Type	Project	Last Funded Year	Last Funded Amount	Amount Requested	Amount Recommended
1	Arctic Edge Skating club	Ongoing Projects & Initiatives	Gold Nugget Championships and Assessment Day	Fall 2025	$ 5,000.00	$ 6,800.00	$ 4,500.00
2	Gwaandak Theatre Society	Ongoing Projects & Initiatives	New Indigenous Theatre Readings	Fall 2025	$ 5,000.00	$ 7,000.00	$ 6,000.00
3	Larrikin Entertainment Ensemble	New Projects and Initiatives	Everything is Fine. An Apocalyptic Cabaret	Fall 2025	$ 5,000.00	$ 7,000.00	$ 6,000.00
4	MacBride Museum Society	Ongoing Projects and Initiatives	Public Programming	2001		$ 7,000.00	$ 4,098.47
6	Pan-African Group Association, Yukon	New Projects and Initiatives	Pan-African Indoor Soccer/Futsal Program	N/A		$ 5,175.00	$ 4,000.00
7	String Ensemble Society	Ongoing Projects and Initiatives	Whitehorse Chamber Orchestra 2026/27 Season	Fall 2025	$ 3,100.00	$ 2,400.00	$ 2,400.00
8	The Whitehorse Curling Club	Ongoing Projects and Initiatives	Brushing Up for Beginners	Spring 2026	$ 4,250.00	$ 1,000.00	$ 1,000.00
9	Third Space Centre	New Projects and Initiatives	Third Space Monthly Community Art Workshops	N/A		$ 6,000.00	$ 4,500.00
10	Whistlebend Neighbourhood Association	New Projects and Initiatives	Whistlebend Yoga	Spring 2026	$ 2,012.50	$ 3,900.00	$ 2,000.00
11	Whitehorse Nordic Ski Society	New Projects and Initiatives	Whitehorse Nordic Ski Boots Dryer	Spring 2026	$ 5,000.00	$ 4,000.00	$ 2,000.00
12	Wild Things Network	New Projects and Initiatives	Make it Wild: Puppet Up!	N/A		$ 7,000.00	$ 6,000.00
14	Yukon Art Society	Ongoing Projects & Initiatives	Teens in the Studio	Fall 2025	$ 5,000.00	$ 7,000.00	$ 6,000.00
15	Yukon Community Choirs Society	Ongoing Projects and Initiatives	Delivery of Choral program and performances	Fall 2025	$ 5,000.00	$ 7,000.00	$ 6,000.00
16	Yukon Early Music Guild	New Projects and Initiatives	Early Music Season, Festival and Continua Organ Acquistion	Fall 2025	$ 5,000.00	$ 7,000.00	$ 5,000.00
17	Yukon Filipino Canadian Council	New Projects and Initiatives	YFCC Active Together: Filipino-Canadian Community Recreation Program	N/A		$ 7,000.00	$ 4,000.00
18	Yukon Film Society	Ongoing Projects and Initiatives	Celluloid Saturday and Cabin Fever Free Screenings	Fall 2025	$ 5,000.00	$ 5,650.00	$ 5,650.00
20	Yukon Pinoy Canadian Basketball Association (YPCBA)	New Projects and Initiatives	YPCBA Whitehorse Winter Basketball League 2026–2027	Fall 2025	$ 4,264.00	$ 2,851.53	$ 2,851.53
21	Yukon Theatre for Young People Society	New Projects and Initiatives	YTYP presents The Little Mermaid	Fall 2025	$ 8,000.00	$ 7,000.00	$ 6,000.00
22	Yukon Transportation Museum	Ongoing Projects and Initiatives	YTM Education Outreach: Daycares, Schools and Day Camps	Fall 2025	$ 7,000.00	$ 7,000.00	$ 6,000.00
			Total Amount Requested:			**$ 107,776.53**	**$ 84,000.00**
			Total Amount Available-Fall:			**84 000**	

Appendix B-Operational Support Summary

2026 Fall Recreation Grants

#	Applicant	Priority/Type	Project	Last funded Year	Last funded Amount	Amount Requested	Amount Recommended
1	Alpine Ski Association Yukon	Operational Support	Starting on Gentle Slopes: Expanding Participation in Alpine Skiing	Spring 2024	$ 4,000.00	$ 4,400.00	$ 2,200.00
2	String Ensemble Society	Operational Support	Whitehorse Chamber Orchestra 2026/27 Season	Fall 2025	$ 3,100.00	$ 1,000.00	$ 1,000.00
3	Whitehorse Women's Hockey Association	Operational Support	Development Ice Program & Ref/Timekeeper Support	Fall 2025	$ 5,600.00	$ 5,000.00	$ 2,500.00
4	Yukon Community Choirs Society	Operational Support	Delivery of choral singing program and performances.	Fall 2025	$ 5,000.00	$ 5,000.00	$ 3,500.00
5	Yukon Pinoy Canadian Basketball Association	Operational Support	YPCBA Whitehorse Winter Basketball League 2026–2027	Spring 2026	$ 5,000.00	$ 4,908.00	$ 2,300.00
6	Yukon Soccer Association	Operational Support	Operational Support- Safe Sport & Financial Administration	Fall 2025	$ 2,000.00	$ 5,000.00	$ 2,500.00
7	Yukon Theatre for Young People Society	Operational Support	YTYP Operating Grant	Spring 2026	$ 4,250.00	$1,000.00	$1,000.00
					Total Amount Requested:	**$ 26,308.00**	**$ 15,000.00**
					Total Amount Available for Fall:	**$ 15,000.00**	

CITY OF WHITEHORSE

PUBLIC HEALTH AND SAFETY COMMITTEE

Council Chambers, City Hall

Chair: Paolo Gallina **Vice-Chair**: Lenore Morris

November 2, 2026 Meeting #2026-20

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1. Food for Fines Program
   Presented by Elizabeth Beecroft, Manager, Bylaw Services

2. New Business

ADMINISTRATIVE REPORT

TO:	Public Health and Safety Committee
FROM:	Administration
DATE:	November 2, 2026
RE:	'Food for Fines' Program

ISSUE

Council approval to proceed with the annual 'Food for Fines' Program.

HISTORY

Administration is seeking Council's approval to proceed with the annual 'Food for Fines' Program (the Program), supporting residents in need during the holiday season. The City has supported the program each year since 2005.

In 2025, the program ran for two weeks from November 22 to December 6, allowing non-perishable food and cash donations to be accepted as payment for tickets issued for expired parking meters or overtime parking in two-hour zones. The Program provided a meaningful benefit to the community by directing donated food to the Whitehorse Food Bank and Kaushee's Place, supporting their efforts to assist families in need during the holiday season.

During the two-week period, the department generated approximately $24,000 in parking fines. Through the Program, residents were able to donate cash or non-perishable food in exchange for fine relief, resulting in $6,680 in cash and non-perishable food valued at $5,320, for a combined donation value of $12,000. The organizations use the cash donations to purchase additional non-perishable food, supplementing the food items collected through the program. As a result, the participating organizations received a benefit of $12,000, approximately equal to half of the fines issued during the period.

This year, Administration proposes that the following local organizations receive the donations:

1. **Whitehorse Food Bank** is open five days a week, serving families throughout Whitehorse and providing food hampers to approximately 2,000 people each month; and
2. **Kaushee's Place** is a transition home for women and gender diverse people, and their children, experiencing violence. It is free of charge.

ALTERNATIVES

1. Approve a grant of specific parking fines revenues to the Whitehorse Food Bank and Kaushee's Place in an amount not exceeding $12,000 for the ''Food for Fines'' program; or
2. Do not implement the ''Food for Fines'' program.

ANALYSIS

The following table outlines the estimated revenue generated by expired meter and overtime parking tickets, which ranges between 320 and 480 tickets issued during a two-week period:

Ticket price	Estimated revenue based on 320 tickets issued	Estimated revenue based on 480 tickets issued
$20	$6,400	$9,600
$40	$12,800	$19,200

Participants may donate non-perishable food to City Hall instead of paying fines for expired parking meters or overtime parking in two-hour zones. Donations must be equal to or exceed the value of the ticket in order to be considered paid in full.

Only "Expired Parking Meter" and "Overtime parking -Two-Hour Zone" tickets issued from November 28 to December 12, 2026 inclusive, are eligible for this Program.

Participants may drop off food and cash donations with their tickets at City Hall so contributions can be recorded and the program's total donation value calculated. All donations and tickets must be received by close of business on December 16, 2026, allowing sufficient time for Bylaw Services to deliver the food to the proposed local charities and for those organizations to distribute it to families in need before Christmas.

If approved, the City will promote the Program through planned advertising and communications in November and throughout the duration of the program to raise awareness and encourage residents' participation.

A cheque presentation and media event is anticipated on December 18, 2026.

ADMINISTRATIVE RECOMMENDATION

THAT the 2026 'Food for Fines' Program be approved; and

THAT a grant not exceeding $12,000 for specific parking meter tickets or two-hour zone fines issued between November 28 and December 12, 2026, inclusive be approved to the Food Bank and Kaushee's Place as part of the ''Food for Fines'' program.

CITY OF WHITEHORSE

CORPORATE SERVICES COMMITTEE

Council Chambers, City Hall

Chair: Anne Middler **Vice-Chair**: Jenny Hamilton

November 2, 2026 Meeting #2026-20

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1. Commencement Report – Canada Games Centre Roof Upgrade
   Presented by Jon Stollery, Manager, Property Management

2. 2027 Council Meeting Schedule
   Presented by Michael Prowse, Manager, Legislative Services

3. New Business

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Property Management
DATE:	November 2, 2026
RE:	Commencement Report – Canada Games Centre Roof Upgrade

ISSUE

Council approval to commence the procurement of construction services for project 360c00324 – Canada Games Centre (CGC) Roof Upgrade.

REFERENCE

- Procurement Policy 2020-03
- 2026-2029 Capital Expenditure Program 360c00324

HISTORY

In accordance with Section 3.1.1 of the Procurement Policy, Council authorization is required prior to the commencement of procurements with an estimated value of $500,000 or more and of procurements less than $500,0000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest.

The CGC has three roofs, the largest of these is now 21 years old and covers the ice rinks, fieldhouse and flexihall. The condition of the roof has deteriorated, and the facility is now experiencing increasing failures and leaks. Increasing snow loads have severely degraded the integrity of the roof envelope. The snow loads are causing the roof panels to flex which allows heat to escape, causing the snow on the roof to melt. The melted snow then travels down through the roof seam and into the interior roofing insulation leading to numerous leaks throughout the facility.

Project 360c00324 CGC Roof Upgrade is included in the approved 2026 Capital Expenditure Program $7,179,650 funded by Communities Stream of the Build Communities Strong Fund (formerly Canada Community Building Fund or CCBF).

ALTERNATIVES

1. Authorize Administration to commence the procurement for project 360c00324 CGC Roof Upgrade; or
2. Refer the matter back to Administration.

ANALYSIS

Final detailed design is underway to replace approximately 100,000 ft^2 of the existing roofing with a 5” insulated metal panel (IMP) system. The scope of work includes:

- Removal of the existing roof and replacement with insulated metal panels.
- Installation of spray foam around perimeter of roof to apply an increased thermal barrier.
- Installation of new flashing, trim, and snow stops.
- Re-installation and commissioning of existing heat trace assemblies.

The conceptual design cost estimate indicates there is sufficient budget to complete the project provided competitive bids are received.

Purchasing

A Request for Tender (RFT) will be publicly issued, and the lowest compliant bid will be eligible for contract award. Purchase approval will be obtained in accordance with the Procurement Policy.

Procurement Policy Principles

The procurement will address the following principles from the Procurement Policy:

- Best Value and Capacity: The intended project will follow the established procurement practices, as to obtain the best value of public funding for the work.
- Efficient and Effective Procurement: The procurement of construction services for infrastructure projects has been successfully completed numerous times in the past by the City.
- Local Procurement: Local contracting expertise is known to exist for this type of work; evaluation will include qualification based on comparable size/value.

Tentative Project Schedule	
Item	**Proposed date(s)**
Issue solicitation document	November 2026
Issue Purchase Order/Contract	January 2027
Start of Construction	April 2027
Final Acceptance Certificate	September 2027

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize Administration to commence the procurement for project 360c00324 CGC Roof Upgrade.

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	November 2, 2026
RE:	2027 Council Meeting Schedule

ISSUE
Adoption of the 2027 Council Meeting Schedule.

REFERENCE
- Council Procedures Bylaw 2021-12
- Proposed 2027 Council Meeting Schedule Options (Attachment 1)

HISTORY
As required by the Council Procedures Bylaw, Council approves the meeting schedule for the upcoming year before the conclusion of the current calendar year. The current Council Meeting Schedule is approved through to the end of December 2026.

Establishing the Council Meeting Schedule provides certainty for Council, Administration, and the public, while still allowing changes by resolution if necessary. Adoption of a meeting schedule also allows Administration to schedule legislated requirements, such as public hearings, public input sessions, and budget workshops. Council retains the authority to alter the 2027 Council Meeting Schedule after it is adopted due to any unforeseen circumstances or special events.

ALTERNATIVES
1. Approve one of the two options for the 2027 Council Meeting schedule as presented; or
2. Refer the matter back to Administration.

ANALYSIS
The 2027 Council Meeting Schedule Options as proposed are in Attachment 1.

Option 1 – Current Meeting Structure
Option 1 maintains the existing schedule of alternating Standing Committee and Regular Council meetings, allowing for straightforward implementation.

The primary advantage of this structure is the frequency of opportunities for Council to consider matters and make decisions. Items introduced at Standing Committee can proceed to Regular Council the following week, allowing decisions to be made quickly. Where Council requests additional information or refers matters back to Administration, the regular meeting cycle also provides more frequent opportunities for reconsideration.

Under Option 1, the first Standing Committee meeting would be held on January 18, providing a slightly longer winter recess than in previous years. This additional time would allow Administration to develop and implement improvements to package preparation processes, with the goal of providing Council with meeting materials earlier allowing more time for review ahead of meetings.

Option 2 – Three-Meeting Cycle

Option 2 introduces a monthly cycle consisting of two Standing Committee meetings followed by one Regular Council meeting, with a fourth week generally reserved for no meeting.

Option 2 was developed to provide Council with an option similar to meeting schedules utilized in other cities based on a jurisdictional scan of other Canadian municipalities with similar populations.

Standing Committee Structure
The revised structure would provide additional time between the first Standing Committee meeting and Regular Council. Items introduced at the first meeting would have two weeks before proceeding to Regular Council, allowing more time for Council to consider information, seek clarification, and request additional analysis. Items introduced at the second Standing Committee meeting would continue to proceed to Regular Council the following week, consistent with the current schedule.

Regular Council Meetings and Decision-Making
The reduced frequency of Regular Council meetings would extend decision-making timelines for items requiring multiple readings, public hearings, or items sent back to Administration for further consideration. While items requiring a resolution to pass - such as Council Policies - would generally proceed to Regular Council within one to two weeks. Bylaws and items requiring public hearings would take several additional weeks compared to the current schedule.

Where Council requests additional information or refers items back for further consideration, the time required to reach a final decision may also be extended. With two Standing Committee meetings feeding into one Regular Council meeting, the revised structure could also result in larger Regular Council agendas.

The following table compares estimated processing timelines for regularly occurring Council items under both options, including the differences between items introduced at the first and second Standing Committee meetings under Option 2.

Table 1: Estimated Council Processing Timelines

Item Type	Option 1 – Current Structure	Option 2 – Committee 1	Option 2 – Committee 2
For Decision Item	7 days (1 week)	14 days (2 weeks)	7 days (1 week)
Normal Bylaw	21 days (3 weeks)	42–49 days (6–7 weeks)	35–42 days (5–6 weeks)
Items with Public Hearing/Input	70 days (10 weeks)	98–112 days (14–16 weeks)	91–105 days (13–15 weeks)

Note: Timelines are estimates and exclude administrative preparation, Council recesses, statutory holiday adjustments, and unusual delays. Five-week months are reflected in the Option 2 ranges.

Meeting-Free Week

The revised structure would provide a predictable meeting-free week in most months. This could allow additional time for Council workshops, or other Council business that may be difficult to accommodate within the current schedule. It would also provide greater flexibility for Council members to manage other commitments.

Overall Considerations

Option 2 would provide additional flexibility in how Council meetings are scheduled, including more time for consideration of matters introduced at the first Standing Committee meeting and a predictable meeting-free week. These benefits would need to be weighed against the reduced frequency of Regular Council meetings and the resulting longer timelines for certain decisions.

Option 1 and Option 2 Implementation and Other Considerations

Implementation of Option 1 would be straightforward, as it maintains the existing meeting structure and is consistent with the approach taken in previous years. No amendments to the Council Procedures Bylaw would be required.

Option 2 would require amendments to sections 28 and 29 of the Council Procedures Bylaw to accommodate the revised meeting structure. Additional amendments to sections 21 and 22 could also be considered to clarify the order of Standing Committees and procedures for moving portions of meetings in camera.

In addition to the proposed meeting schedules, there are other aspects of Council's meeting procedures that could be reviewed and modified, including meeting start times and the possibility of daytime versus evening meetings. While these matters warrant further consideration, the immediate requirement is to establish the 2027 meeting schedule before the end of the current year. Other procedural changes can be considered separately, either before 2027 or as the year progresses.

Any proposed amendments to the Council Procedures Bylaw would be subject to the requirements of section 217(2) of the Municipal Act, including providing written notice to Council members and publicly announcing the proposed changes at a Regular Council meeting before first reading. Should Council wish to proceed with amendments before the start of 2027, notice could be provided on November 9, with the amending bylaw introduced November 16, first and second readings on November 23, and third reading on December 14.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve Option 1 as presented in Attachment 1 as the 2027 Council Meeting Schedule.

Proposed 2027 Council Meeting Schedule Options

Option 1: 2027 Council Meeting Schedule				
Date	**Meeting Type**		**Date**	**Meeting Type**
Meetings Cancelled for Winter Recess			July 5	Committee
			July 12	Regular
January 18	Committee		**Meetings Cancelled for Summer Recess**	
January 25	Regular			
			August 9	Committee
February 1	Committee		August 17 (Tue)	Regular
February 8	Regular		August 23	Committee
February 15	Committee		August 30	Regular
February 22	Regular			
			September 7 (Tue)	Committee
March 1	Committee		September 13	Regular
March 8	Regular		September 20	Committee
March 15	Committee		September 27	Regular
March 22	Regular			
			October 4	Committee
April 5	Committee		October 12 (Tue)	Regular
April 12	Regular		October 18	Committee
April 19	Committee		October 25	Regular
April 26	Regular			
			November 1	Committee
May 3	Committee		November 8	Regular
May 10	Regular		November 15	Committee
May 17	Committee		November 22	Regular
May 25 (Tue)	Regular		November 29	Committee
June 7	Committee		December 6	Regular
June 14	Regular		**Meetings Cancelled for Winter Recess**	
June 22 (Tue)	Committee			
June 28	Regular			

Option 2: 2027 Council Meeting Schedule				
Date	**Meeting Type**		**Date**	**Meeting Type**
Jan 4	Committee 1		Jul 5	Committee 1
Jan 11	Committee 2		Jul 12	Committee 2
Jan 18	Regular		Jul 19	Regular
Jan 25	No Meeting		**Meetings Cancelled for Summer Recess**	
Feb 1	Committee 1		Aug 9	Committee 1
Feb 8	Committee 2		Aug 17 (Tue)	Committee 2
Feb 15	Regular		Aug 23	Regular
Feb 22	No Meeting		Aug 30	No Meeting
Mar 1	Committee 1		Sep 7 (Tue)	Committee 1
Mar 8	Committee 2		Sep 13	Committee 2
Mar 15	Regular		Sep 20	Regular
Mar 22	No Meeting		Sep 27	No Meeting
Apr 5	Committee 1		Oct 4	Committee 1
Apr 12	Committee 2		Oct 12 (Tue)	Committee 2
Apr 19	Regular		Oct 18	Regular
Apr 26	No Meeting		Oct 25	No Meeting
May 3	Committee 1		Nov 1	Committee 1
May 10	Committee 2		Nov 8	Committee 2
May 17	Regular		Nov 15	Regular
May 25 (Tue)	No Meeting		Nov 22	No Meeting
			Nov 29	Committee 1
Jun 7	Committee 1		Dec 6	Committee 2
Jun 14	Committee 2		Dec 13	Regular
Jun 22 (Tue)	Regular		Dec 20	No Meeting
Jun 28	No Meeting		**Meetings Cancelled for Winter Recess**	

CITY OF WHITEHORSE

CITY PLANNING COMMITTEE

Council Chambers, City Hall

Chair: Jenny Hamilton **Vice-Chair**: Paolo Gallina

November 2, 2026 Meeting #2026-20

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1. Two-Unit Condominium Prohibition – For Information Only
   Presented by Kinden Kosick, Land Development Supervisor, Land and Development

2. New Business

ADMINISTRATIVE REPORT

TO:	City Planning Committee
FROM:	Administration
DATE:	November 2, 2026
RE:	Two-Unit Condominium Prohibition – For Information Only

ISSUE

Review of the change to require a minimum of three-units in a condominium corporation.

REFERENCE

- *Municipal Act (2015)*
- *Condominium Act (2015)*
- Official Community Plan
- Housing Needs Assessment
- Subdivision Control Bylaw 2012-16

HISTORY

The Subdivision Control Bylaw was introduced to Council on September 15, 2025. At that time, Council raised questions and concerns with the proposed bylaw and referred it back to Administration. Administration subsequently provided responses to Council regarding condominium conversion requirements in relation to the Yukon Condominium Act and associated regulations.

The new Subdivision Control Bylaw was approved by Council on April 27, 2026 and included a regulation that prohibited two-unit condominium approvals.

Council has now requested further information on this change to the regulations.

ANALYSIS

Currently, the Zoning Bylaw generally permits duplexes in the following zones:

- Principal Use
  - Residential – Comprehensive (RCD)
  - Residential – Standard Development (RSD)
  - Residential – Old Town (ROL)
- Conditional Use
  - Residential – Multi-Unit Medium Density (RMM)
  - Commercial – Mixed-Use Downtown (CMD)
  - Other – Public Services (OPS)
  - Parks – Recreation Node (PRN)

Duplexes in these zones could be developed as either two units on a single lot, or individual units on adjacent fee simple lots.

Strategic Priorities, Official Community Plan, and Housing Needs Assessment

Strategic Priorites

The change to the Subdivision Control Bylaw to require more than two-units in a condominium is supported by the Council Strategic Priority of Supporting Growth and Sustainability.

- Smart Planning – utilize our land use planning documents, policies and processes to support housing diversity and community growth

The Subdivision Control Bylaw is actively encouraging the construction of additional units (minimum of three for a condominium), as well, diversity of options by ensuring that where duplexes are constructed on a single lot, at least one unit can remain rental long term.

- Economic Vitality – support economic diversity and a thriving private sector in our growing community

Continuing to allow duplexes on a single lot provides the option for developers, while creating an opportunity for purchasers to create income through either a long-term or short-term rental unit.

Official Community Plan (OCP)

Generally, the City's OCP supports denser housing development throughout the city. The following policies offer direct support of denser development, which is encouraged through prohibition of two-unit condominiums:

- 8.1 Development will be compact to ensure existing public services are used efficiently, transportation impacts are minimized, wilderness spaces are preserved for as long as possible, and neighbourhoods are more walkable.
- 8.2 The City will accommodate the demand for residential growth through a mixture of development types including intensification development and greenfield development.

The OCP generally supports provision of a variety of housing types across the housing continuum and increased supply of rental housing, both of which are directly encouraged by prohibition of two-unit condominiums.

Housing Needs Assessment

Section 7.4 of the Housing Needs Assessment identifies entry-level homeownership for median-income households as one of the five main housing supply gaps in the community. The entry-level homeownership supply gap also represents the largest need (63%) amongst the five gaps.

While it is likely that two-unit condominiums could provide affordable housing to the market, prohibiting condominium developments of two-units would directly encourage construction of additional units in condominium developments, resulting in an increase to the number of units coming to sale on the market.

While Habitat for Humanity's preference for two-unit condominium developments is directly impacted by this change, the overall impact to the market would likely be positive, even if Habitat for Humanity reverted to constructing single family developments.

Purpose built rental units are also among the five gaps identified in the Housing Needs Assessment. Prohibition of two-unit condominium developments ensures that both units are retained by the same owner, which results in at least one rental unit being provided to the market.

Development and Servicing Implications

The change to the Subdivision Control Bylaw to require more than two-units in a condominium still allows for duplex housing to be constructed on a single lot with a single service. However, they cannot be divided and sold as separate real estate entities. A duplex on a single lot, with a single service could be constructed where one or both units are retained as rental housing indefinitely.

The recently adopted Zoning Bylaw allows up to 4-units on all low density urban serviced residential lots. Therefore, a developer could choose to add an additional unit for the purpose of creating a condominium, which would result in additional housing units built within the City. On newly developed lots, such as in Whistle Bend, servicing is adequate to construct a three-unit development without upgrade, although there are additional requirements for fire separation under the National Building Code. Where four units are proposed, there is likely servicing capacity available on newly developed lots, but electrical upgrades may be required. Servicing capacity varies from neighbourhood to neighbourhood and may need to be upgraded or replaced regardless of the type of development proposed.

A duplex may also be constructed where the units are situated on adjacent fee simple lots. In this situation, the lots would either need to be purchased as a package or subdivided from a single lot where minimum lot size and width could be achieved. Each lot would also need to be serviced individually.

National Building Code of Canada

With respect to the National Building Code of Canada (NBC), duplexes are required to have a minimum continuous one-hour fire separation between the units, regardless of the property line configuration (fee simple, condo, one lot). Protection and maintenance of these fire separations are crucial to the safety of the occupants on both sides of duplex housing.

Short-Term Rental

In all zones where duplexes are permitted, except the OPS-Public Services and PRN-Recreation Node zones, short-term rentals are permitted as a principal use. This would allow either one or both units to be converted to a short-term rental in commercial zones. In residential zones, both units could be converted to short-term rentals until October 2027, after which, only one could be a short-term rental, where the owner lives in the other unit. Use of the duplex as short-term rentals provides additional options for developers or owners of a non-condominium duplex.

Condominium Act

The previous Subdivision Control Bylaw, adopted in 2016 included no limit on the number of units permitted as part of a condominium subdivision approval. However, Administration has continued to receive inquiries and complaints regarding two-unit condominiums, mostly relating to repair and use of the unit, or insurance requirements.

The City has also received several inquiries regarding dissolution of a two-unit condominium corporation.

The Condominium Act exempts two-unit condominium corporations from establishing and maintaining a reserve fund, as well as other requirements related to reserve funds. However, a two-unit condominium corporation would still be required to meet and enforce other requirements of the Act, including:

- S. 45: a condo corporation must properly maintain, repair, and replace common property or assets.
- S. 45: a unit owner is responsible to maintain and repair their unit and a condo corporation may make repairs if the lack of repair impacts other units or common property/assets or the repairs are not completed in a reasonable time.
- S. 62: the condo corporation has the duty to control, manage, replace, and repair common property/assets and take all reasonable steps to ensure that unit owners/occupiers comply with the Act/regulations/bylaws.

Additionally, there are requirements under the Act to hold annual general meetings, elect a board of directors, enforce and amend bylaws, as well as provisions for voting. There are also requirements for the type and amount of insurance held by the condo corporation and the unit owners.

These requirements under the Act provide practical difficulties and burden where there are only two owners within a condominium corporation. There is significant potential to create conflict between neighbours where the only recourse is through the legal system.

Reverting to Allow Two-Unit Condominiums

If Council opts to revert to allowing two-unit condominium subdivisions, a Notice of Motion would need to be introduced in accordance with Sections 92–95 of the Council Procedures Bylaw, clearly specifying the proposed removal of Section 43 from the Subdivision Control Bylaw. The motion would be considered and voted on at a subsequent Regular Council meeting. If approved, the amendment would proceed through the typical bylaw process and would take approximately four to six weeks to complete.