

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-09

DATE: Monday, May 13, 2024
TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Ted Laking
Reserve Deputy Mayor Mellisa Murray

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Apraxia Awareness Day (May 14, 2024)

MINUTES Regular Council meeting dated April 22, 2024

DELEGATIONS

PUBLIC INPUT SESSION Vacant and Unoccupied Buildings Bylaw

PUBLIC HEARING Official Community Plan Administrative Amendments

STANDING COMMITTEE REPORTS

City Planning Committee – *Councillors Friesen and Boyd*

1. Public Hearing Report – Official Community Plan Amendment – 200 Lobird Road
2. Official Community Plan Amendment – Maximum Building Heights in Mixed – Use Downtown Core – For Information Only
3. Zoning Amendment – 6119 6th Avenue
4. Lease Agreement – Biathlon Yukon

Development Services Committee – *Councillors Boyd and Murray*

1. Housing Development Incentive Policy Amendment – Tipping Fees

City Operations Committee – *Councillors Curteanu and Friesen*

Community Services Committee – *Councillors Cameron and Laking*

1. Spring Recreation Grants
2. Trail Development Application – Grey Mountain

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

Corporate Services Committee – *Councillors Laking and Curteanu*

NEW AND UNFINISHED BUSINESS

1. Motion – Councillor Murray – Youth Initiatives

/cont'd

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-09

DATE: Monday, May 13, 2024
TIME: 5:30 p.m.

AGENDA (cont'd)

BYLAWS

- | | | |
|---------|---|---|
| 2024-31 | Zoning Amendment – 6119 6 th Avenue | 1 st Reading |
| 2024-32 | Lease Agreement – Biathlon Yukon | 1 st and 2 nd Reading |
| 2024-20 | Official Community Plan Amendment – 200 Lobird Road | 2 nd Reading |
| 2024-11 | Election Procedures Bylaw | 3 rd Reading |

ADJOURNMENT



PROCLAMATION
APRAXIA AWARENESS DAY
MAY 14, 2024

WHEREAS Childhood Apraxia of Speech, a disorder that affects 1 in 1,000 children, causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children; and

WHEREAS without appropriate speech therapy intervention, children with apraxia will have diminished communication skills, and are also placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills; and

WHEREAS the City of Whitehorse would like to join Inclusion Yukon and the Yukon Speech Language Pathology and Audiology Association in raising public awareness to inspire these children and their families to access essential services that will help them form clear speech;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim May 14, 2024 to be Apraxia Awareness Day in the City of Whitehorse.

Laura Cabott
Mayor

MINUTES of REGULAR Meeting #2024-08 of the Council of the City of Whitehorse called for 5:30pm on Monday, April 22, 2024, in Council Chambers, City Hall.

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

ALSO PRESENT: City Manager Jeff O'Farrell
Director of Community Services Krista Mroz
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Director of People and Culture Lindsay Schneider
Director of Operations and Infrastructure Tracy Allen

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

CALL TO ORDER

CONDOLENCES

Mayor Cabott recognized the passing of Paul Gray, a firefighter and longtime City employee, and commended Paul's courage and contributions made to the community.

AGENDA

2024-08-01

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

Carried Unanimously

PROCLAMATIONS

Mayor Laura Cabott proclaimed May 4, 2024, to be Wildfire Community Preparedness Day in the city of Whitehorse, a day to raise awareness of wildfire risk and help residents prepare.

Wildfire Community
Preparedness Day (May 4,
2024)

Mayor Laura Cabott proclaimed May 5, 2024, to be Red Dress Day in the city of Whitehorse, a day to bring attention to the ongoing issue of violence toward Indigenous women, girls, and gender diverse people.

Red Dress Day (May 5, 2024)

MINUTES

2024-08-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated April
8, 2024 be adopted as presented.

Carried Unanimously

DELEGATE SUBMISSIONS

Lane Tredger, the Whitehorse Centre MLA, spoke in support of
the motion proposed by Councillor Laking and shared
community members' letters from 2022 requesting that a
school remain Downtown.

Lane Tredger – Motion
Councillor Laking Downtown
School

Brook Land-Murphy spoke to Council in support of Councillor
Laking's motion, quoting sections from the Official Community
Plan that also support the motion. The delegate highlighted the
active transportation benefits of a downtown elementary
school, and how it will bring old and young people, and those
with and without families together.

Brook Land-Murphy – Motion
Councillor Laking Downtown
School

PUBLIC INPUT SESSION

Mayor Cabott advised that a Public Input Session was
scheduled at this meeting to hear any submissions with
respect to the Valleyview South Master Plan.

Valleyview South Master Plan

Sylvie Binnette raised concerns that the Valleyview South
Master Plan does not include enough greenspace for mature
urban forest. The speaker provided snack crackers fully
foraged from the Valleyview forest and urged Council to
protect Lot 66 as greenspace.

Sylvie Binnette

Annie Laurette raised concerns about the Valleyview South
Master Plan, expressing that the proposed development of Lot
66 will have major impacts on the walking trails accessible to
Valleyview residents. The speaker also noted that Lot 12 will
not suffice as a recreational greenspace due to the steep slope
and electrical transmission line.

Annie Laurette

Marc Champagne raised concerns with the development of Lot
66 as proposed in the Valleyview South Master Plan,
explaining the area is where residents walk dogs and play, and
providing greenspace in Hillcrest does not accommodate for
Valleyview residents with limited mobility.

Marc Champagne

Peter Long raised concerns that the Valleyview South Master
Plan development will significantly increase traffic heading
downtown and urged Council to provide better active
transportation paths and maintain the current trails.

Peter Long

Keith Lay of Active Trails Whitehorse Association raised concerns with the Valleyview South Master Plan proposal to connect Hamilton's motorized multi-use trail to the airport trail that is currently nonmotorized. The speaker urged Council to add the Valleyview South trails to the excluded trails section of the Snowmobile Bylaw, or to amend the Snowmobile Bylaw to restrict snowmobile use to designed and designated motorized multi-use trails.

Keith Lay, Active Trails
Whitehorse Association

Karen Baxter emphasized the importance of the greenspace on Lot 66 to the mental and physical wellbeing of Valleyview Residents.

Karen Baxter

Jeanette Van Esbroeck shared with Council that most Valleyview residents are in support of development, but that the Valleyview South Master Plan does not preserve enough of the greenspace which is essential to the mental health of the residents.

Jeanette Van Esbroeck

Paramjit Sidhu briefly spoke on personal interactions with Valleyview residents and provided information about gravel extraction.

Paramjit Sidhu

Mayor Cabott declared the Public Input Session for the Valleyview South Master Plan closed.

Public Input Closed

Mayor Cabott advised that a Public Input Session was scheduled at this meeting to hear any submissions with respect to the Vacant and Unoccupied Buildings Bylaw.

Vacant and Unoccupied
Buildings Bylaw

There were no members of the public present to speak on the Vacant and Unoccupied Buildings Bylaw.

Mayor Cabott declared the Public Input Session for the Vacant and Unoccupied Buildings Bylaw closed.

Public Input Closed

COMMITTEE REPORTS

Development Services Committee

2024-08-03

It was duly moved and seconded
THAT Council approve a Rental Housing Development
Incentive with respect to 28 Olive May Way.

Rental Housing Incentive
Application – 28 Olive May
Way

Carried Unanimously

2024-08-04

It was duly moved and seconded
THAT Council approve a Rental Housing Development
Incentive with respect to 410 Cook Street.

Rental Housing Incentive
Application – 410 Cook Street

Carried Unanimously

2024-08-05

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

Non-Profit Organization
Development Incentive
Application – 84 Rampart
Avenue

Carried Unanimously

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

New Business – Building
Permit Process

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

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

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

Delegate Marcus Harden,
Gladiator Metals – Operations
Update to Council

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

Proclamation – Earth Day
(April 22, 2024)

City Operations Committee

2024-08-06

As amended, it was duly moved and seconded THAT Administration participate in stakeholder consultation with the PRO and bring forward a recommendation on the City's next steps with respect to a curbside collection program in June 2024; and THAT Administration bring forward a budget amendment in May 2024 to establish a temporary fee-for-service depot for collection of PPP.

Interim City Curbside
Recycling Program

Carried Unanimously

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

New Business – Traffic
Calming Update

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

Delegate Tim Kucharuk,
Riverdale Community
Association – Riverdale
Traffic Calming

Community Services Committee

There was no report from the Community Services Committee.

No Report

Public Health and Safety Committee

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

Seasonal Preparedness
Update – For Information
Only

Corporate Services Committee

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

Upcoming Procurements
(May/June) – For Information
Only

2024-08-07

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

Election Procedures Bylaw

Carried Unanimously

2024-08-08

It was duly moved and seconded
THAT Council direct that the Council meeting scheduled for
June 10, 2024, be rescheduled to Tuesday, June 11, 2024.

Adjust June Cycle of Council
– FCM Travel

Carried Unanimously

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

New Business – Coroner's
Inquest

City Planning Committee

2024-08-09

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

Supplemental Information
Report – Copper Ridge
Development Area Master
Plan

Carried Unanimously

2024-08-10

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

Public Hearing Report –
Zoning Amendment –
Housing-Related
Amendments

Carried (6-1)

IN FAVOUR: Mayor Cabott, Councillors Cameron, Curteanu,
Friesen, Laking, and Murray
OPPOSED: Councillor Boyd

2024-08-11

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

Zoning Amendment –
Municipal Services Building

Carried Unanimously

2024-08-12

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

Public Hearing Report –
Zoning Amendment – Mining
Activities

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

Notice of Motion – Councillor
Laking – Downtown School

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

Delegate Skeeter Wright –
City Development Permits

NEW AND UNFINISHED BUSINESS

As per Section 105 of the 2021-12 Council Procedures Bylaw, the original and amended clause of the following motion were separately considered by Council.

Motion – Councillor Laking –
Downtown School

2024-08-13

It was duly moved and seconded
THAT the Government of Yukon ensure that there continues to be an elementary school in downtown Whitehorse.
Carried Unanimously

Motion – Councillor Laking –
Downtown School (1/2)

2024-08-14

It was duly moved and seconded
THAT the Yukon Government work with the City of Whitehorse to help address the increasing lack of recreation facilities and space where there is construction of any new school in the city of Whitehorse.
Carried Unanimously

Motion – Councillor Laking –
Downtown School (2/2)

Councillor Murray presented a Notice of Motion to bring forward at the Regular Council meeting on May 13, 2024, on establishing a Youth Advisory Committee and committing to hosting a minimum of four Youth Town Halls a year.

Notice of Motion – Councillor
Murray – Youth Initiatives

BYLAWS

2024-08-15

It was duly moved and seconded
THAT Bylaw 2024-25, a bylaw to amend the zoning at 4210
4th Avenue, be given First Reading.
Carried Unanimously

BYLAW 2024-25
Zoning Amendment –
Municipal Services
Building
FIRST READING

2024-08-16

It was duly moved and seconded
THAT Bylaw 2024-11, a bylaw to regulate the 2024 municipal
election in the City of Whitehorse, be given First Reading.
Carried Unanimously

BYLAW 2024-11
Election Procedures Bylaw
FIRST READING

2024-08-17

It was duly moved and seconded
THAT Bylaw 2024-11 be given Second Reading.
Carried Unanimously

BYLAW 2024-11
Election Procedures Bylaw
SECOND READING

2024-08-18

It was duly moved and seconded
THAT Bylaw 2024-16, a bylaw to amend the Zoning Bylaw to
allow for a wider range of opportunities for residential
development, be given Second Reading.
Carried (6-1)
IN FAVOUR: Mayor Cabott, Councillors Cameron, Curteanu,
Friesen, Laking, and Murray
OPPOSED: Councillor Boyd

BYLAW 2024-16
Zoning Amendment –
Housing-Related
Amendments
SECOND READING

2024-08-19

It was duly moved and seconded
THAT Bylaw 2024-16 be given Third Reading.
Carried (6-1)
IN FAVOUR: Mayor Cabott, Councillors Cameron, Curteanu,
Friesen, Laking, and Murray
OPPOSED: Councillor Boyd

BYLAW 2024-16
Zoning Amendment –
Housing-Related
Amendments
THIRD READING

2024-08-20

It was duly moved and seconded
THAT Bylaw 2024-23, a bylaw to ensure that there is a public
process and Council decision on all mineral exploration and
mineral development activities within city limits, be given
Second Reading.

Carried (4-3)

BYLAW 2024-23
Zoning Amendment –
Mining Activities
SECOND READING

IN FAVOUR: Mayor Cabott, Councillors Curteanu, Friesen,
and Murray

OPPOSED: Councillors Cameron, Boyd, and Laking

2024-08-21

It was duly moved and seconded
THAT Bylaw 2024-23 be given Third Reading.

Defeated Unanimously

BYLAW 2024-23
Zoning Amendment –
Mining Activities
THIRD READING

2024-08-22

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

Carried Unanimously

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

There being no further business, the meeting adjourned at 8:37 p.m. **ADJOURNMENT**

Laura Cabott, Mayor

Corporate Services

MEMORANDUM

FILE #: OCP-01-2024

TO: Mayor and Council
FROM: Administration
DATE: May 7, 2024
SUBJECT: Public Hearing – Official Community Plan Administrative Amendments

Please be advised there will be a Public Hearing at the Regular Council Meeting of May 13, 2024, to hear from interested parties related to the following Official Community Plan amendment:

Bylaw 2024-22, amendments to the Official Community Plan

The proposed amendments generally include the following:

- Undertaking corrections and updates to maps;
- Allowing greater flexibility to the riparian and slope policies;
- Allowing greater flexibility for residential uses in Urban Centres;
- Allowing greater flexibility for fuel abatement activities in the Greenspace designation;
- Providing clarification on permissible residential uses in the Public Service, Commercial – Service, Industrial, and Industrial/Commercial designations;
- Providing clarification on uses permitted within Future Planning Areas; and
- Providing other minor clarifications.

Bylaw 2024-22 received First Reading on April 8, 2024. Notices were published in the Whitehorse Star and Yukon News on April 12, 2024 and April 19, 2024. The Government of Yukon (YG) Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, CPAWS Yukon Chapter, Yukon Conservation Society, and all community associations were notified by email. The YG Minister of Community Services was notified through email and provided copies of the proposed bylaw and newspaper ads per section 280 (3) of the *Municipal Act*.



Mathieu Marois
A/Manager, Planning and Sustainability Services

cc: Director of Development Services



Minutes of the meeting of the City Planning Committee

Date	May 6, 2024	2024-09
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Darcy McCord, Senior Planner, Planning Services Mathieu Marois, Senior Planner, Planning Services Kinden Kosick, Land Development Supervisor, Planning Services	

* Indicates electronic participation

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

1. Public Hearing Report – Official Community Plan Amendment – 200 Lobird Road

The Committee was presented with a summary of submissions received for the Public Hearing that was held on April 8, 2024, regarding an Official Community Plan amendment at 200 Lobird Road. One written submission was received and five people attended the session to speak including the property owner and consultant for the proposed project. The report responded to the concerns raised about housing affordability and density, traffic, and water servicing. Administration provided additional information on the South Growth Area Master Plan, including funding structures, estimated timelines and potential phases of development, and on how the proposed area of development would interact with the South Growth Area Master Plan.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-20, a bylaw to amend the Official Community Plan land use designation of a portion of 200 Lobird Road from Residential – Urban to Residential – Country, be brought forward for second reading under the bylaw process.

2. Official Community Plan Amendment – Maximum Building Heights in Mixed – Use Downtown Core – For Information Only

In accordance with the Council Motion passed on February 12, 2024, Administration presented a proposed amendment to the 2040 Official Community Plan (OCP) to increase the maximum building height for the Mixed-Use Downtown Core designation to 40 m. Administration provided additional information on downtown servicing, parking capacities, timelines, previous public input, and the National Building Code requirements. It was expressed that further research was needed on how the amendment could impact climate change, equitable access, housing affordability, and what strategies could address a higher growth rate than the one used in the OCP. It was discussed that guidelines regarding shadow and wind impacts, as well as guidelines addressing housing requirements be added to the proposed amendment. Per Section 26 of the 2021-12 Council Procedures Bylaw, the Committee directed that this item not be brought forward for decision at the next Regular Council meeting, and instead, Administration conduct additional research.

3. Zoning Amendment – 6119 6th Avenue

A Zoning Amendment to 6119 6th Avenue was presented to allow for the development of a child care centre. There is an existing building on the property that the applicant intends to modify to accommodate the child care centre within the building.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-31, a bylaw to amend the zoning at 6119 6th Avenue to allow for a child care centre, be brought forward for consideration under the bylaw process.

4. Lease Agreement – Biathlon Yukon

Biathlon Yukon has been operating the biathlon training and recreation facility on Grey Mountain Road since 1987, and in anticipation for the 2026 Arctic Winter Games, has been working with the Yukon Government to construct a \$1.8 million administrative building. The current lease agreement between the City of Whitehorse and Biathlon Yukon expired in June 2023. A new lease agreement with a ten-year term and consent for the administrative building was presented. As requested by a Committee member, Administration provided clarity on sections within the lease.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-32, a bylaw to enter into a lease agreement with Biathlon Yukon for a lease area comprised of Lot 1115, Quad 105 D/10, Plan 98-164, Whitehorse, Yukon, be brought forward for due consideration under the bylaw process; and

THAT Council consent to the construction of an administrative building within Lot 1115, Quad 105 D/10, Plan 98-164, Whitehorse, Yukon, in accordance with the terms of the lease agreement.

5. New Business – Development Project Updates

As requested by a Committee member, Administration provided updates on the timelines and current status of Hemlock and Whistle Bend development opportunities and commercial/industrial planning initiatives.

6. Delegate Elizabeth Hanson – Building Height Maximum

Delegate Elizabeth Hanson informed Council that the proposed Official Community Plan (OCP) amendment on Building Height Maximums communicates to residents that the public engagement performed during the creation of the OCP is not valued. The delegate also notes that the discussion is lacking information required by the OCP such as how the proposed amendment aligns with the vision set out in the OCP and the rationale for undertaking the amendment in advance to a more comprehensive review.

7. Delegate Nathan Millar, Downtown Residents Association – Building Height Maximum

Representing the Downtown Residents Association, delegate Nathan Millar confirmed that most downtown residents are in favour of responding to growing population demands but are against the proposed Official Community Plan (OCP) amendment regarding Building Height Maximums. The delegate spoke on the negative effects of taller buildings and provided reasons why the amendment will not address housing concerns in a meaningful way.

8. Delegate Forest Pearson – Building Height Maximum

Delegate Forest Pearson spoke in favour of using the downtown core to take action on the housing crisis, but doing so through handling underutilized lots, not by increasing height limits. The delegate provided the negative impacts of taller buildings on the liveability and vibrancy of a city, and shared photos of other cities that have remained successful with limited building heights.

9. Delegate Bill Curtis, Biathlon Yukon – Biathlon Yukon Lease Agreement

Delegate Bill Curtis, president of Biathlon Yukon, provided additional information on the organization's history, the proposed lease agreement, and general plans for the building waiting for Council approval. As requested by a Committee member, the delegate provided information on the permanence of the current structures and future administrative building.



Minutes of the meeting of the Development Services Committee

Date	May 6, 2024	2024-09
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Kinden Kosick, Land Development Supervisor, Planning Services	

* Indicates electronic participation

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

1. Housing Development Incentive Policy Amendment – Tipping Fees

As directed by Council on March 11, 2024, Administration presented additional analysis on the tipping fee section of the recently adopted Housing Development and Incentive Policy. It is proposed to add a new section to the Housing Development and Incentive Policy titled “Temporary Tipping Fee Incentive” and to remove tipping fee grants from the City Grant-Making Policy so that the City’s ability to grant back 75% of the tipping fee is not capped. Administration provided additional information on waste handling and deadlines.

The Recommendation of the Development Services Committee is

THAT Council adopt the amendments to the Housing Development Incentives Policy and to the City Grant-Making Policy.

2. Delegate Kate Mechan, Safe at Home Society – Homelessness in Whitehorse

Delegate Kate Mechan of the Safe at Home Society presented to Council on homelessness statistics in Whitehorse, and urged the City to donate or specify a parcel of land to be used as a safer place for people to camp if required. Responding to questions from Committee members, the delegate provided clarification on data from the presentation and from other municipalities.



Minutes of the meeting of the City Operations Committee

Date	May 6, 2024	2024-09
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Brittany Dixon, A/Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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



Minutes of the meeting of the Community Services Committee

Date	May 6, 2024	2024-09
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Keri Rutherford, Program Supervisor, Recreation Services Mélodie Simard, Manager, Parks and Community Development	

* Indicates electronic participation

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

1. Spring Recreation Grants

As outlined in the Recreation Grant Policy, the Committee was presented with the 2024 Spring Recreation Grants recommended for Council approval. The allocations have been reviewed for eligibility under the Policy criteria, and the total amount of grants recommended is within the amount of funding available. Administration provided additional details on the application, approval, and allocation procedures.

The Recommendation of the Community Services Committee is

THAT Council approve the allocation of \$186,812 for Recreation Grants as recommended by the Recreation Grant Task Force.

2. Trail Development Application – Grey Mountain

Administration presented a trail development application for an 800-metre trail that would connect RIPURT trail with the Magnusson parking lot to provide a safer, forested alternative for users currently using the Grey Mountain Road. As requested by

Committee members, Administration provided details on the trail's maintenance plan, and responded to questions regarding the naming of the trail and environmental impact concerns.

The Recommendation of the Community Services Committee is

THAT Council authorize Administration to enter into a Trail Construction Agreement with the Contagious Mountain Bike Club for construction of a new type 3 single-track recreational trail on Grey Mountain and update the City Trail Maintenance Policy to include this trail.

3. New Business – Senior's Social

A Committee member commended Administration for the Senior's Social that took place May 3, 2024, and shared that members of the public have extended their appreciation for the event.

4. Proclamation – Jewish Heritage Month (May 2024)

Mayor Laura Cabott proclaimed May 2024 to be Jewish Heritage Month in the city of Whitehorse, an opportunity to remember and celebrate the role that Jewish Canadians have played and continue to play in communities across the country.

5. Proclamation – Asian Heritage Month (May 2024)

Mayor Laura Cabott proclaimed May 2024 to be Asian Heritage Month in the city of Whitehorse, an opportunity to learn more about the history of Asian Canadians and celebrate their contributions to communities across the country.

6. Delegate Anthony Bier, Contagious Mountain Bike Club – Trail Construction

Delegate Anthony Bier of the Contagious Mountain Bike Club (CMBC) provided Council with information on CMBC and how the organization is evolving, and on the economic benefits of good mountain trails. As requested by a Committee member, the delegate explained the benefits of the proposed Snowdog trail in comparison to alternatives, which includes providing an improved experience that will entice bikers to utilize the trail instead of the road.

7. Delegate Keith Lay, Active Trails Whitehorse Association – Trail Development Application

Delegate Keith Lay of the Active Trails Whitehorse Association raised concerns on proposed Trail Development Application for Snowdog Trail in Grey Mountain. The delegate disputed the idea that the current path is hard to maintain and unsafe and explained that the sandy section mentioned is only a small portion.



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

Date	May 6, 2024	2024-09
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. New Business – Funding Acknowledgement

A Committee member commended the Mayor and Administration for their work in securing the 45-million-dollar funding for the Robert Service Way escarpment from Housing and Infrastructure Canada's Disaster Mitigation and Adaptation Fund.



Minutes of the meeting of the Corporate Services Committee

Date	May 6, 2024	2024-09
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	*Councillor Michelle Friesen	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Brittany Dixon, A/Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. Delegate Daniel Sokolov – Online Voting

Delegate Daniel Sokolov presented to Council on how allowing online voting for the next municipal election will not increase voting turnout or accessibility, and instead results in negative impacts on turnout and safe and fair voting. The delegate responded to questions from Committee members and recommended other ways to improve the voting experience.

There being no further business the meeting adjourned at 10:20 P.M.

Laura Cabott, Mayor

Corporate Services

Motion

TO: Council

From: Councillor Mellisa Murray

Date: May 13, 2024 – Regular Council Meeting

Re: Motion – Youth Initiatives

I, Councillor Mellisa Murray, having given notice at the Regular Council meeting held April 22, 2024, now move as follows:

WHEREAS the Mayor of Whitehorse, on behalf of the City of Whitehorse, signed the Yukon Territorial Youth Strategy Declaration 2024 at the Yukon Youth Summit on April 19th, 2024; and

WHEREAS one key point of the declaration states “we commit to creating a sense of belonging for all Yukon youth, while empowering youth’s visions to have a positive sense of self and feel connected to and supported by their family, community, and land; and

WHEREAS the Canadian Race Relations Foundation has offered to match funding up to \$25,000 to initiate a Civic Youth Fellowship in partnership with the City of Whitehorse in order to foster an understanding of municipal governance and empower emerging leaders in the community; and

WHEREAS this Council’s strategic priorities include evaluating the creation of an Inclusivity Advisory Committee and opportunities for employment diversity within the organization; and

THEREFORE, BE IT RESOLVED THAT the City of Whitehorse accept the offer to create a Civic Youth Fellowship by the Canadian Race Relations Foundation; and

THAT the City of Whitehorse commit to hosting a minimum of four youth town halls each year;

THAT the City of Whitehorse create a youth advisory committee to provide advice and recommendations to Mayor and Council on issues such as climate change; and

THAT Administration be directed to bring to council for decision the necessary budget amendment to support the above fellowship and committee.

CITY OF WHITEHORSE

BYLAW 2024-31

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of a child care centre at Lot 14, Block 46, Plan 71458 CLSR YT, municipally known as 6119 6th Avenue;

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

1. Section 10.1 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection, 10.1.7 Special Modifications, as follows:

“10.1.7 Special Modifications

- a) Lot 14, Block 46, Plan 71458 CLSR YT, located at 6119 6th Avenue in the Downtown area, is designated CCx(a) with the special modification being that child care centres are permitted as a principal use.”

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 6119 6th Avenue from CC – Core Commercial to CCx(a) – Core Commercial (Modified) as indicated on Appendix A and forming part of this bylaw.

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

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

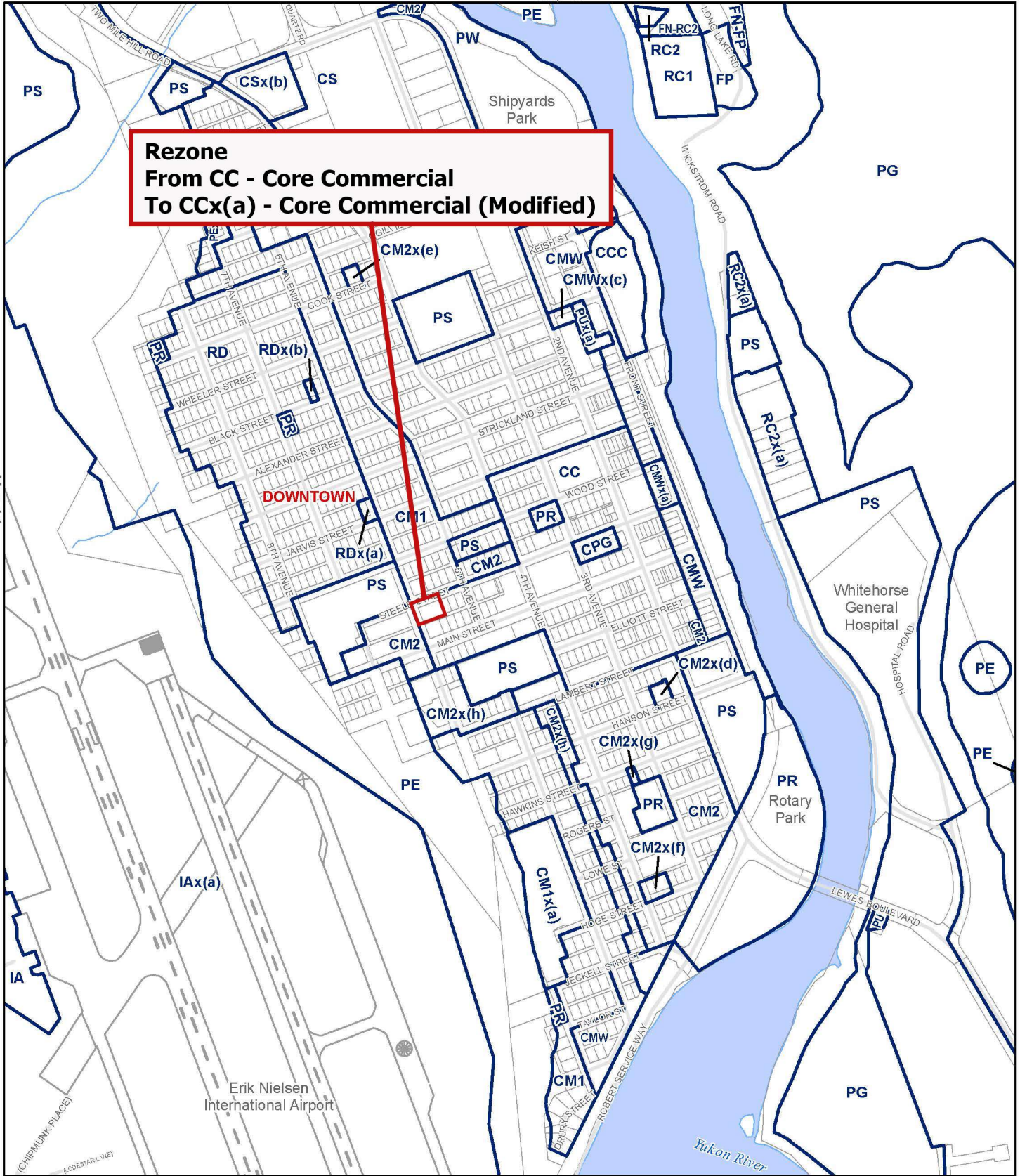
SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

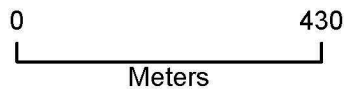
Map 11



Map 18

Map 16

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



Consolidation date:
June 15, 2023

Projection: NAD 1983 UTM Zone 8

CITY OF WHITEHORSE
BYLAW 2024-32

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 an agreement with **Biathlon Yukon** for the lease of a parcel of land for a ten-year period from July 1, 2023 to and including June 30, 2033;

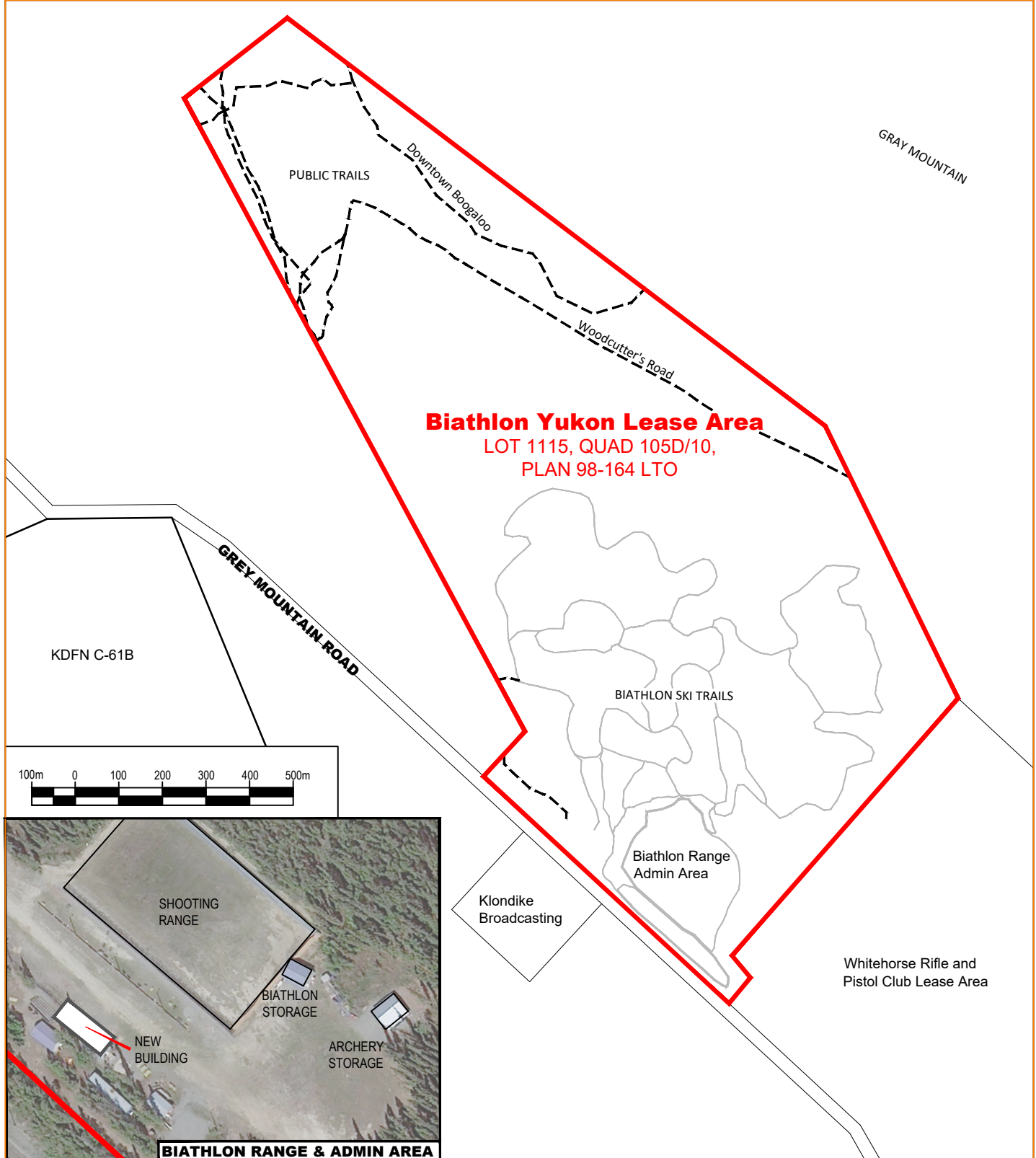
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with Biathlon Yukon with a ten (10) year renewal, along with consent to the construction of a \$1.8 million administrative building within Lot 1115, Quad 105 D/10, Plan 98-164, in the City of Whitehorse, comprising approximately 168 hectares in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
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 "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Laura Cabott, Mayor


Corporate Services



Bylaw 2024-32

A bylaw to enter into an agreement with Biathlon Yukon for the lease of 168 hectare parcel of land LOT 1115, QUAD 105D/10, PLAN 98-164 LTO for ten years from July 1st, 2024 to and including June 30, 2033 with the option for a ten year renewal.

LEGEND

 SUBJECT AREA

THIS LEASE AGREEMENT, made the ____ day of _____, 2024 in quadruplicate.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act (Yukon)*,

(the "Landlord").

AND:

Biathlon Yukon, a society duly incorporated pursuant to the provisions of the *Societies Act (Yukon)*, (the "Tenant").

WHEREAS:

- A. The Landlord is the owner of the Lands as described in Paragraph 1.1 herein; and
- B. The Tenant desires to lease the Lands for the purpose of a Biathlon training and competition and in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

In consideration of the rents, covenants, conditions and agreements herein the Landlord leases to the Tenant the land more particularly described as follows:

- (a) Lot 1115, Quad 105 D/10, Plan 98-164 LTO, City of Whitehorse, Yukon Territory;
(collectively the "Lands")
now shown outlined in red in the sketch attached hereto as Schedule "A"
comprising approximately 168 hectares in area

1.2 Term

To have and to hold the Lands and all improvements located thereon, including but not limited to all current permanent and future structures, buildings or fencing, (the "Premises"), for a period of ten (10) years, commencing on the 1st day of July, 2023 to and including the 30th day of June, 2033.

1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of Ten dollars (\$10.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance on or before April 1st of each year during the term hereof.

1.4 Property Taxes

The Tenant shall be responsible for all real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Land.

1.5 Carefree Lease

The Tenant acknowledges that it is intended that this Lease be a net-net lease for the Landlord and that all and every cost, expense, charge or out lay of any nature whatsoever in any way related to the Lands and Premises or their occupancy by the Tenant shall be borne by the Tenant excepting as otherwise expressly provided herein.

1.5 Condition Precedent and Subsequent

The Tenant acknowledges that it is a condition precedent and a condition subsequent to the creation and continued validity of this Lease that the Tenant be a Society incorporated under the *Societies Act*. In the event that the Tenant is not, or becomes in any way whatsoever, a legal entity other than a Society, this Lease is automatically void and without legal effect.

1.6 Renewal of Lease

The City Manager of the Landlord or its delegate may, in the last year of the initial term of this Lease, as specifically provided for by Bylaw 2024-32, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant one renewal of the Lease for a further ten (10) year term, which shall not contain this section.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant address in Section 9.5 hereof, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;
- (d) *Care of Lands* - The Tenant shall take good care of the Lands and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands in such condition;

- (e) *Waste diversion* - The Tenant understands that it is required to comply with the Waste Management Bylaw at all times. This includes provision of sufficient recycling and compost bins, waste collection services, and compostable bags to line compost bins within the biathlon sports and recreation facility on the Lands. These provisions ensure that recyclable and organic waste are separated and diverted from the landfill as required by the Waste Management Bylaw. All costs associated with waste diversion shall be the responsibility of the Tenant.
- (f) *Business Taxes* - The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands;
- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(h), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this lease to another society or organization or in the event that a sublease or licence for a portion of the Lands to any person is required to further the development of the Lands in accordance with the terms of this Lease. In the event that consent to the assignment or subleasing to another society or organization or the subleasing or licensing of a portion of the Lands to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (h) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than for Outdoor Participant Recreation Services and Trails and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PR - Parks and Recreation" and "PG – Greenbelt", or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands and Premises and chattels contained on the Lands and Premises and leased herewith shall not be used to provide or supply programs or services on or off of the Lands and Premises, in other locations, in competition with privately owned and operated business;
- (i) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no

act, matter or thing whatsoever shall at any time be done in or upon the Lands or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;

- (j) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands and Premises, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;
- (k) *By-Laws* - The Tenant shall comply with all federal and territorial enactments, and all municipal by-laws (collectively "Applicable Law") relating in any way to the use or occupation of the Lands and Premises, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands and Premises;
- (l) *Alterations* - The Tenant shall not make any alterations, installations, improvements, including fencing, or changes of any kind to the Lands and Premises without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (m) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands any goods, chattels or fixtures moved into the Lands, except in the normal course of business, ("business" when used in this Lease meaning the carrying out of the society's objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;
- (n) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* - Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. At the Landlord's option, the Tenant shall, at the expiry of the Lease and at its own expense, remove such installations and improvements as the Landlord directs, from the Lands and Premises and the Tenant shall be responsible for returning the Lands and Premises to a condition satisfactory to the Landlord;
- (p) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any builder's lien to be registered against the Lands and Premises and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the

Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;

- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the biathlon sports and recreation facility within the Lands and Premises is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the biathlon sports and recreation facility within the Lands and Premises is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the Landlord shall have the option to immediately terminate the Lease on written notice to the Tenant;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times;
- (s) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands and Premises;
- (t) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (v) The Tenant shall provide access to the Lands and Premises and membership in the Biathlon Yukon society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (w) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands and Premises are open to the general public and that the Tenant shall, when requested, work with the Landlord to prepare a weekly schedule to provide access;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands and Premises to the standard of a reasonably prudent operator and in conjunction with

industry best practices and standards associated with biathlon and recreation facility development. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands and Premises as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the Tenant within the Lands and Premises shall be made in accordance with industry best practices and standards;

- (y) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord;
- (z) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands and Premises; and
- (aa) *City Trails* – There are historic municipal trails located within the north and west portion of the Lands as shown outlined in blue on Schedule "A" comprising approximately 3.5 kilometres of trails. These trails are considered public trails and the Landlord shall be permitted to maintain these trails in their present locations. The Tenant shall not be held responsible for any maintenance requirements for those trails.

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

4. Rights and Remedies of the Landlord

4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and Premises and the same to have again, repossess and enjoy as of its former estate, notwithstanding anything herein contained to the contrary. If the Landlord re-enters the Lands and Premises by reason of the default of the Tenant prior to the expiry of the term of this Lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands and Premises during the remainder of the term after deducting the Landlord's costs of reletting the Lands and Premises.

4.2 Right of Termination

Upon the Landlord becoming entitled to re-enter upon the Lands and Premises, the Landlord shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Tenant and thereupon rent shall be apportioned and paid to the date of such determination and the Tenant shall forthwith deliver up possession of the Lands and Premises and the Landlord may re-enter and take possession of the same.

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands and Premises become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Status as a Society

In the event the Tenant is dissolved, wound up or struck from the Registry of Societies, this Lease shall automatically terminate. In the event the Tenant fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect. In the event the Lease terminates pursuant to the provisions of this paragraph, the Lands and Premises, including the assets of the Tenant affixed thereto, shall become the sole property of the Landlord.

4.6 Distress

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands and Premises without being liable in any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

4.7 Non-waiver

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.8 Landlord's Right to Perform

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands and Premises to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.9 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 4% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

Except for or in respect of events caused by the Landlord's actions, or those for who it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the Term, the Tenant shall indemnify the Landlord and all of its servants, agents, employees, contractors, invitees and persons for whom the Landlord is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Tenant of any of the provisions of this Lease;
- (b) any act or omission of the Tenant of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Premises;
- (c) any injury, death or damage to persons or property of the Tenant or its members, servants, agents, employees, customers, invitees, contractors or any other persons on the Premises by or with the invitation, license or consent of the Tenant;
- (d) any damage, destruction or need of repair to any part of the Premises caused by any act or omission of the Tenant or its members, servants, agents, employees, customers, invitees, contractors, or persons for whom the Tenant is in law responsible, notwithstanding any other provisions of this Lease; and
- (e) any latent or patent defect in the Lands or Premises;

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Landlord incurs liabilities, claims, damages, losses and expenses which are not paid by the

Tenant or acknowledged by the insurer of the Tenant, within one year of written demand being made by the Landlord for indemnity pursuant to the provisions herein, this Lease shall terminate.

5.2 Indemnity by Landlord

Except for or in respect of events caused by the Tenant's actions, or those for whom it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the term of this Lease, the Landlord shall indemnify the Tenant and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Landlord of any of the provisions of this Lease; or
- (b) any negligent or willful act or omission of the Landlord or any of its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible on the Lands and Premises;

except for any latent or patent defect in the Lands and Premises, and this Indemnity shall survive the expiration or earlier termination of this Lease.

5.3 Landlord Unable to Perform

Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work by reason of being unable to obtain the material goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike or lock-out or any statute, law, or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board or any governmental department or officer or other authority or by reason of any cause beyond its control either of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

5.4 Relief of Landlord on Sale

If the Landlord sells or otherwise conveys its interest in the Lands and Premises and the subsequent owner of such interest assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Tenant shall from time to time at the request of the Landlord promptly execute and return to the Landlord such certificates confirming the current status of this Lease in such detail as the Landlord may require.

6. Insurance

6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the (minimum amount of FIVE MILLION

(\$5,000,000) DOLLARS for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

7. Hazardous Substances

7.1 Definitions

"Hazardous Substance" means hazardous substance or contaminant as defined in the *Environment Act*.

7.2 Compliance with Laws

The Tenant shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance unless it is done in accordance with Applicable Law. Without limiting the generality of the foregoing, the Tenant shall, at the Tenant's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Tenant, either alone or with others, causes the happening of such event, the Tenant shall, at its own expense, immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with this Section 7; promptly remove the Hazardous Substance from the Lands and Premises, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Landlord, obtain from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Lands and Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Section 7. The Tenant shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Tenant's obligations under this Section 7 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands and Premises or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Lands and Premises, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.

7.3 Ownership of Hazardous Substances

If the Tenant brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Lands and Premises, then, notwithstanding any rule of law to the contrary, such Hazardous Substance

shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands and Premises and notwithstanding the expiry or earlier termination of this Lease.

7.4 Access to Information

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Tenant covenants and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Tenant shall, at its own expense, comply with all the laws and regulations from time to time in force regulating the manufacture, use, storage, transportation or disposal of Hazardous Substance and shall make, obtain and deliver all reports and studies required by governmental authorities having jurisdiction.

8. Termination

8.1 Termination

During the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing to the other twelve (12) months or more before the date of termination.

9. General Provisions

9.1 Subordination

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Landlord against the Lands and Premises. The Tenant shall execute promptly from time to time any assurances that the Landlord may request to confirm this subordination.

9.2 No Agency or Partnership

Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint venturers between the parties hereto, their only relationship being that of landlord and tenant.

9.3 Overholding

If the Tenant continues to occupy the Lands and Premises with the consent of the Landlord after the expiration of this Lease or any renewal thereof without any further written agreement, the Tenant shall be a monthly Tenant at a monthly rental equivalent to 1/12 of the annual rental and all other sums payable hereunder pro-rated for one month.

9.4 Effect of Headings

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

9.5 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid, registered mail, emailed, faxed to or delivered at the address of the other party hereinafter set forth:

If to the Landlord:	<p>The City of Whitehorse 2121 Second Avenue Whitehorse, Yukon Territory, Y1A 1C2 Attention: Manager, Land & Building Services Email: land@whitehorse.ca Phone (867) 668-8346</p>
If to the Tenant:	<p>Biathlon Yukon Box 31673, Whitehorse, Yukon Y1A 6L3 Email: biathlonyukon@gmail.com Phone (867) 668-5017</p>

A notice shall be deemed to have been received, if emailed, faxed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of the internet or postal services, a notice shall be given by one of the other methods of communication.

9.6 Solicitor and Client Costs

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 Joint and Several Covenants

In the event that this Lease is executed by two or more persons as Tenant, the covenants and agreements on the part of the Tenant herein contained will be and will be deemed to be joint and several covenants.

9.8 Binding Agreement

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant except as otherwise specifically allowed by the terms of this Lease.

9.9 Interpretation of Words

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Landlord and Tenant. If any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Lease and such provisions shall be severable from the remainder of this Lease.

9.12 Acceptance by Tenant

The Tenant does hereby accept this Lease of the Lands and Premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first above written in the City of Whitehorse, in the Yukon Territory.

	)	THE CORPORATE SEAL OF
	)	The City of Whitehorse
	)	was hereunto affixed
c/s	)	in the presence of:
)	
)	
)	_____
	)	Laura Cabott, Mayor
)	
)	
)	_____
	)	Corporate Services

	)	THE CORPORATE SEAL OF
	)	Biathlon Yukon
	)	was hereunto affixed
c/s	)	in the presence of:
)	
)	
_____)	_____
Witness (if no corporate seal)	)	Bill Curtis, President
)	
)	
_____)	_____
Witness (if no corporate seal)	)	Mike Draper, Vice President

Affidavit of Witness

CANADA) I, _____,
) *(print name of witness)*
) of the City of Whitehorse,
 YUKON TERRITORY) in the Yukon Territory,
)
 TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see Bill Curtis and Mike Draper, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **Biathlon Yukon** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

SWORN BEFORE ME)
 at the City of Whitehorse,)
 in the Yukon Territory,)
 this ___ day of _____, 2024.)

 A Notary Public in and for)
 the Yukon Territory)
)
 _____)
 Print Name of Notary Public

 Witness Signature

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

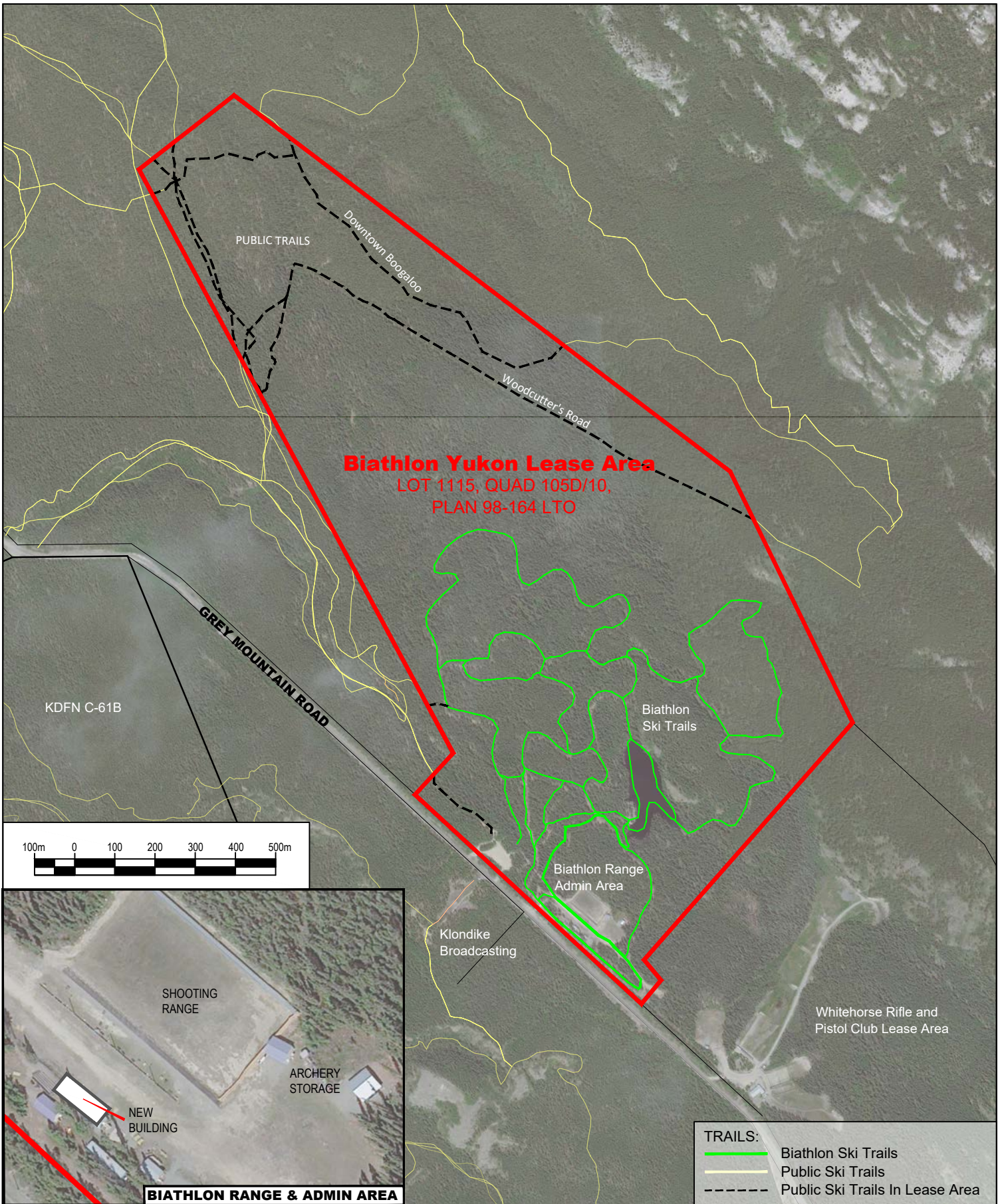
CANADA) I, _____, and _____,
) of the City of Whitehorse,
YUKON TERRITORY) in the Yukon Territory,
)
TO WIT:) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **President and Vice President Administrative** of **Biathlon Yukon** (the "Society").
- 2) We subscribed our names on behalf of the Society to the attached instrument.
- 3) We are authorized by the Society to subscribe our name to the attached instrument.
- 4) The Society exists as of the date hereof.

Severally Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
of _____, 2024.)

_____))
A Notary Public in and for)
the Yukon Territory)
)
)
_____))
Print Name of Notary Public)

_____))
Bill Curtis, President)
)
_____))
Mike Draper, Vice President)



- TRAILS:**
- Biathlon Ski Trails
 - Public Ski Trails
 - - - - Public Ski Trails In Lease Area

SCALE:	1:8,000	DRAWN:	MLB
DATE:	APRIL 9, 2024	CHECKED:	MLB
DRAWING:	Bylaw 2024-32		
REVISION:	3		

CITY OF WHITEHORSE

Biathlon Yukon Lease Area - SCHEDULE "A"
 LOT 1115, QUAD 105D/10, PLAN 98-164 LTO - #295 Grey Mountain Road



R:\DEVELOPMENT SERVICES\PLANNING\INTERNAL PLAN\CAD\PLANNING\AA\ PROCESS FILES\LEASE\BIATHLON YUKON\2022 CRT\05.DWG

CITY OF WHITEHORSE
BYLAW 2024-20

A bylaw to amend the Whitehorse 2040 Official Community Plan

WHEREAS section 289 of the *Municipal Act* provides that a municipality shall by bylaw adopt an official community plan in accordance with Part 7, Division 1 of the Act; and

WHEREAS section 285 of the *Municipal Act* provides for amendment of an official community plan; and

WHEREAS it is deemed desirable that the Whitehorse 2040 Official Community Plan be amended to country residential development on a portion of Lot 1207, Quad 105D/11, Plan 89989 CLSR YT, known municipally as 200 Lobird Road.

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

1. Map 5 Land Use Designations of the Whitehorse 2040 Official Community Plan is hereby amended by designating a portion of 200 Lobird Road from Residential – Urban to Residential – Country as indicated on Appendix A and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

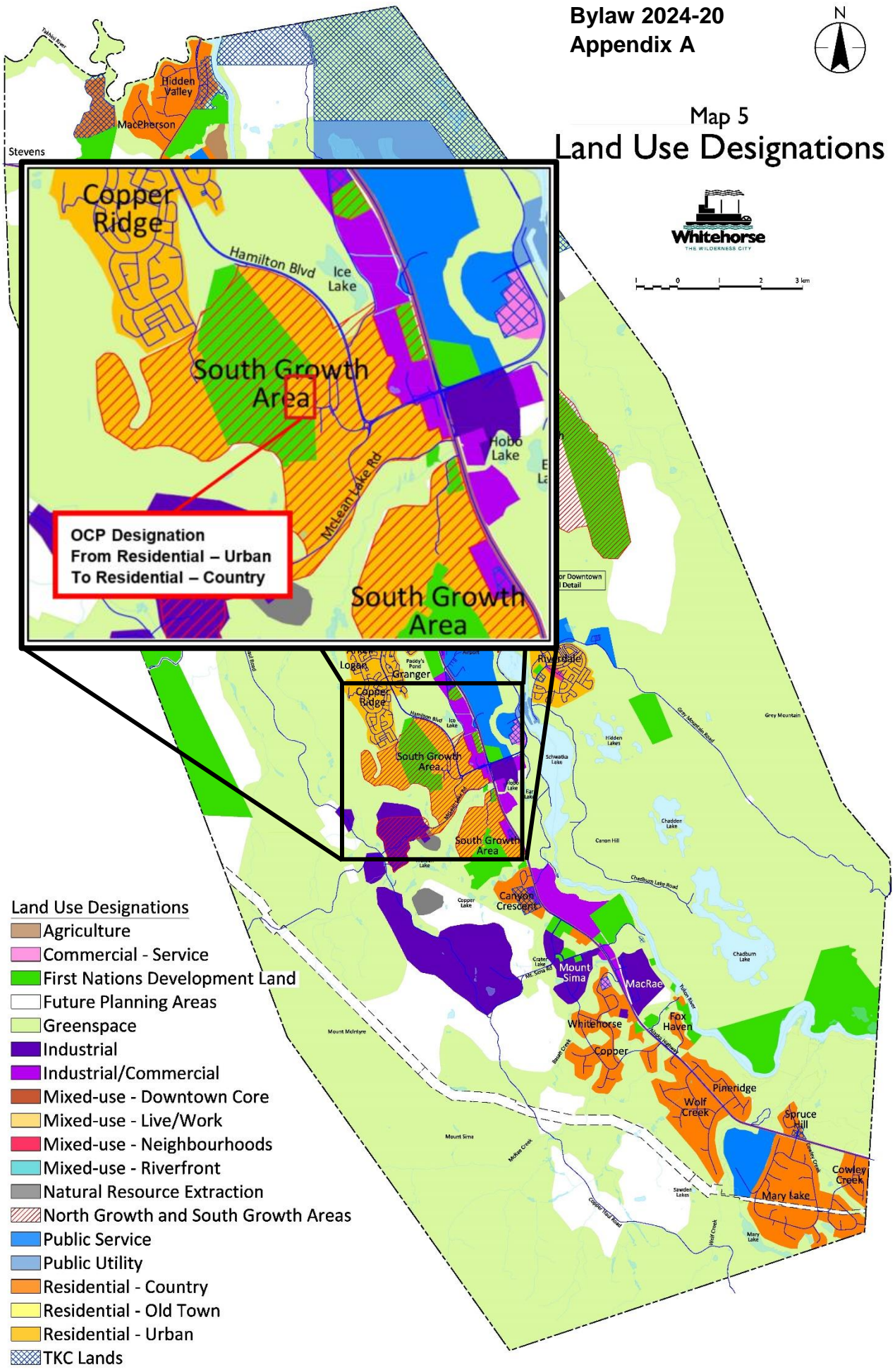
FIRST READING: March 11, 2024
PUBLIC NOTICE: March 15 and 22, 2024
PUBLIC HEARING: April 8, 2024
SECOND READING:
EXECUTIVE COUNCIL MEMBER APPROVAL:
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services



Map 5
Land Use Designations



OCP Designation
From Residential – Urban
To Residential – Country

Land Use Designations

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

CITY OF WHITEHORSE
BYLAW 2024-11

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

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

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

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

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

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

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

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

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

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

SHORT TITLE

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

Election Procedures Bylaw 2024-11

INTERPRETATION

2. In this bylaw,

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

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

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

“COUNCIL” means the elected Council of the City.

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

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

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

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

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

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

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

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

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

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

Election Procedures Bylaw 2024-11

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

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

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

AUTHORIZATION

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

ELECTION OFFICIALS

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

Election Procedures Bylaw 2024-11

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

Election Procedures Bylaw 2024-11

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

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

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

Election Procedures Bylaw 2024-11

NOMINATION PLACE AND TIME

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

POLLING DAY

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

ELECTRONIC LIST OF ELECTORS

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

Election Procedures Bylaw 2024-11

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

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

IDENTIFICATION OF ELECTORS

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

Election Procedures Bylaw 2024-11

- (2) For proof of Whitehorse residency, any one of the following current documents will be deemed acceptable as long as it shows the full residential address of the Elector:
 - (a) A banking statement or a stamped banking profile from a bank with a physical branch located within the City;
 - (b) A bill showing a service location address (for example, a City utilities bill, an ATCO Electric bill or a Northwestel bill);
 - (c) A City property tax notice;
 - (d) A credit card statement;
 - (e) Employment confirmation, signed and on company letterhead;
 - (f) An income tax return or notice of assessment from the Canada Revenue Services (for the current year or within 2 years);
 - (g) Mortgage documentation;
 - (h) A signed residential tenancy agreement; or
 - (i) Social assistance benefit confirmation.

27. If an Elector's birth certificate, valid passport or other such identification document does not reflect the Elector's name as shown on the List of Electors, additional documentation will be required for proof of identity. In most instances, and subject to the discretion of the Election Officials, the proof of residency documents permitted under this bylaw in conjunction with one or more of the identity documents permitted under this bylaw will be sufficient to establish identification under the Bylaw. For greater certainty:
 - (1) Minor discrepancies in spelling, as determined by Election Officials in their sole discretion, between documents will not invalidate an elector's documentation.
 - (2) In the event that proof of identity or residency documents are deemed invalid by Election Officials, electors may still be issued a ballot provided that they sign a solemn declaration that they qualify as an Elector.

28. Electors whose names do not appear on the List of Electors may be sworn in at the poll, as follows:
 - (1) Electors who do not have the required identification and whose name does not appear on the List of Electors may be issued a ballot provided that:
 - (a) they sign a solemn declaration that they are an Elector, and
 - (b) they are accompanied by an Elector whose name appears on the list of electors and who:
 - (i) provides the required identification; and
 - (ii) vouches for the Elector by signing a solemn declaration that the said Elector is eligible to vote in accordance with this bylaw and the *Municipal Act*.

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

MEANS OF VOTING

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

POLLING PLACES

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

HOURS OF THE POLLS

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

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SPECIAL BALLOTS

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

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

ADVANCE POLL

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

INTERNET VOTING INFORMATION

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

INTERNET VOTING PROCEDURE

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

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

MOBILE INSTITUTIONAL POLLS

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

VOTING SECRECY AND INTERFERENCE

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

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

TABULATOR SYSTEM

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

COUNTING PROCEDURES

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

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

RECOUNT PROCEDURES

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

BY-ELECTIONS

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

USE OF CITY ADVERTISING SPACE DURING AN ELECTION

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

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

BYLAW REPEAL

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

COMING INTO FORCE

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

FIRST and SECOND READING: April 22, 2024

THIRD READING and ADOPTION:

ORIGINAL BYLAW SIGNED BY:

Laura Cabott, Mayor

Corporate Services