THE CITY OF DAWSON

COMMITTEE OF THE WHOLE MEETING #CW22-13

DATE: WEDNESDAY October 19, 2022

TIME: 7:00 PM

LOCATION: City of Dawson Council Chambers

Join Zoom Meeting

https://us02web.zoom.us/j/81612965458?pwd=NjdzNXNGd3pqSk5kRlhzMFE2R3VEQT09

Meeting ID: 81612965458

Passcode: 419530

1. CALL TO ORDER

2. ACCEPTANCE OF ADDENDUM & ADOPTION OF AGENDA

a) Committee of the Whole Meeting CW22-13

3. MINUTES

a) Committee of the Whole Meeting Minutes CW22-12 of September 14, 2022

4. BUSINESS ARISING FROM MINUTES

5. SPECIAL MEETING, COMMITTEE, AND DEPARTMENTAL REPORTS

- a) Request for Decision; Better Building Program
- b) Request for Decision: Interim Solid Waste Agreement
- c) Information Report: Land Development Project Update

6. BYLAWS & POLICIES

- 7. PUBLIC QUESTIONS
- 8. IN CAMERA; Land and Legal
- 9. ADJOURNMENT



MINUTES OF COMMITTEE OF THE WHOLE MEETING CW22-12 of the Council of the City of Dawson held on Wednesday, September 14, 2022 at 7:00 p.m. via City of Dawson Council Chambers

PRESENT:

Mayor Kendrick
Councillor Somerville
Councillor Lister
Councillor Spriggs

REGRETS:

Councillor Pikálek

ALSO PRESENT:

CAO: Cory Bellmore EA: Elizabeth Grenon PDM: Stephanie Pawluk

Project Manager: Owen Kemp-Griffin

2

3.1

1 Call To Order

The Chair, Mayor Kendrick called Committee of the Whole meeting CW22-12 to order at 7:01 p.m.

CW22-12-01

Acceptance of Addendum & Adoption of Agenda

Moved By: Councillor Spriggs Seconded By: Mayor Kendrick

That the agenda for Committee of the Whole meeting CW22-12 of September 14, 2022 be adopted as presented.

CARRIED 4-0

3 Minutes

CW22-12-02

Committee of the Whole Meeting Minutes CW22-11 of August 10, 2022

Moved By: Mayor Kendrick

Seconded By: Councillor Somerville

That the minutes of Committee of the Whole Meeting CW22-11 of August 10, 2022 be approved as presented.

CARRIED 4-0

4 Business Arising From Minutes

Townhall meeting in October:

- pick a date in October by September 21st
- potential topics:
 - Municipal boundary expansion,
 - new Taxation of Vacant Residential Lands Policy,
 - Council Remuneration.
 - Council Term of Office (from 3 years to 4 years)

5 Special Meeting, Committee, and Departmental Reports

CW22-12-03

5.1

Request for Direction: Administration Building Heating Fuel Options

Moved By: Councillor Somerville Seconded By: Councillor Spriggs

That Committee of the Whole forward to Council to direct administration to pursue a propane/heat pump system and continue to investigate the feasibility of a biomass system for the administration and public works building.

CARRIED 4-0

5.2 Request for Direction: Demolitions of Historic Buildings

Council held discussion regarding Demolition of Historic Buildings.

- should there be sign off from an engineer and the fire chief before demolition of a historic building when the demo is being initiated by the property owner?
- what about a system with set clear tests that need to be met in order for approval, like the Board of Variance?
- work with Yukon Historic Sites to create a full historic building list for Dawson (municipal, territorial, and federal designations)
- should historical value be based on: age, historical significance, current state of building, etc.?
- bring back to next Committee of the Whole meeting

5.3 Request for Direction: Demolition Permit Application #22-110

Moved By: Mayor Kendrick

Seconded By: Councillor Somerville

That Committee of the Whole forward the recommendation to Council to waive the requirements under section 4.1.1.4 of the Zoning Bylaw for a redevelopment plan for Demolition Application #22-110.

NO VOTE

Council discussed meeting with HAC and Yukon Government Historic Sites to consult with them on the topic of demolishing historic buildings.

CW22-12-04

5.3.1 Request for Direction: Demolition Permit Application #22-110

Moved By: Mayor Kendrick Seconded By: Councillor Lister

That Committee of the Whole postpone until a future Committee of the Whole or Council meeting.

CARRIED 3-1

6 Bylaws & Policies

6.1 2022-10: Zoning Bylaw Amendment No. 17 (Infill #1)

Council held discussion regarding Infill #1.

- lots should be at least minimum lot size of 1 acre

		- current and proposed access to properties
CW22-12-05	6.2	Extend Meeting Moved By: Mayor Kendrick Seconded By: Councillor Lister
		That Committee of the Whole Meeting CW22-12 be extended not to exceed one hour. CARRIED 4-0
CW22-12-06	6.3	2022-15: Zoning Bylaw Amendment No. 19 (East Bench DCD) Moved By: Mayor Kendrick Seconded By: Councillor Spriggs
		That Committee of the Whole accept this report as information, accept the amendments to Zoning Bylaw Amendment No. 19 (Bylaw #2022-15) and forward to council for 3rd reading once the following conditions are met: 1. Signing of a statutory declaration 2. Dismissal of the judicial review on a without costs basis. CARRIED 4-0
CW22-12-07	7	Correspondence Moved By: Mayor Kendrick Seconded By: Councillor Lister
		That Committee of the Whole acknowledge receipt of the following correspondence: Heritage Advisory Committee Public Notice, for informational purposes. CARRIED 4-0
	8	In Camera
	8.1	In Camera Personnel Related Matter
CW22-12-08		
CW22-12-08	8.1	Personnel Related Matter Move to In Camera Moved By: Mayor Kendrick
CW22-12-08	8.1	Personnel Related Matter Move to In Camera Moved By: Mayor Kendrick Seconded By: Councillor Somerville That Committee of the Whole move into a closed session of Committee of the Whole, as authorized by Section 213(3) of the Municipal Act, for the purposes of discussing a personnel related matter
	8.1 8.1.1	Personnel Related Matter Move to In Camera Moved By: Mayor Kendrick Seconded By: Councillor Somerville That Committee of the Whole move into a closed session of Committee of the Whole, as authorized by Section 213(3) of the Municipal Act, for the purposes of discussing a personnel related matter CARRIED 4-0 Move to COW Moved By: Mayor Kendrick
	8.1 8.1.1	Personnel Related Matter Move to In Camera Moved By: Mayor Kendrick Seconded By: Councillor Somerville That Committee of the Whole move into a closed session of Committee of the Whole, as authorized by Section 213(3) of the Municipal Act, for the purposes of discussing a personnel related matter CARRIED 4-0 Move to COW Moved By: Mayor Kendrick Seconded By: Councillor Spriggs That Committee of the Whole revert to an open session of Committee of the Whole to proceed with the agenda.
CW22-12-09	8.1.1 8.1.2	Move to In Camera Moved By: Mayor Kendrick Seconded By: Councillor Somerville That Committee of the Whole move into a closed session of Committee of the Whole, as authorized by Section 213(3) of the Municipal Act, for the purposes of discussing a personnel related matter CARRIED 4-0 Move to COW Moved By: Mayor Kendrick Seconded By: Councillor Spriggs That Committee of the Whole revert to an open session of Committee of the Whole to proceed with the agenda. CARRIED 4-0 Adjournment Moved By: Mayor Kendrick

October	19, 2022
CARRIE	D 4-0

	WHOLE MEETING CW22-12 WERE APPROVED B AT COMMITTEE OF THE WHOLE MEETING CW22-	
William Kendrick, Chair	Cory Bellmore, CAO	

Report to Council



X For Council Decision For Council Direction For Council Information				
In Camera				
AGENDA ITEM:	Yukon Government Better Building	gs Pr	ogram	
PREPARED BY:	Cory Bellmore	-	LIC Notification and OIC – Correspondence – K. Janz	
DATE:		- BBP Regulation Overview		
RELEVANT BYLAWS / POLICY / LEGISLATION:		Program Agreement Draft BBP Working Group recommendations		

RECOMMENDATION

That Committee of the Whole forward to council to approve the City of Dawson to participate in the Yukon Government Better Building Program and to direct administration to finalize the Program Agreement with Yukon Government for signature.

ISSUE / PURPOSE

To allow an opportunity for property owners to sign on to a program that allows specific energy efficiency upgrades for residential and commercial properties and to repay the funds through annual payments attached to their annual property tax bill.

Residential properties are eligible for up to \$50,000 (dependent on applicant criteria including the assessed value of their residence on the annual property assessment roll

Commercial properties are eligible for up to \$100,000 dependent on applicant criteria including the assessed value of their premises on the annual property assessment roll

BACKGOUND SUMMARY

- The Better Buildings Program ("Program") is a Government of Yukon funding program established under Yukon law that facilitates energy-efficiency retrofits of eligible existing residential and commercial buildings;
- The Program provides funds to develop energy-efficiency retrofits to eligible applicants holding real property in unincorporated Yukon, and to eligible applicants holding real property in a municipality that enters a program agreement with Yukon pursuant to s. 271.09(1) of the *Municipal Act*, R.S.Y. 2002, c. 154, as amended;
- The Better Buildings funding program makes it more accessible and affordable for home and property owners to complete energy efficient retrofits to their buildings. Better Buildings funding is repayable through property taxes and remains with the property not the individual. Interested individuals will be matched up with a Senior Energy Advisor at the Energy and Climate Change Solutions Centre to identify the energy upgrades that make sense for their building and to put together a financing plan, including Good Energy rebates and Better Buildings funding.

- Introduced to Municipalities in 2021, there were initially some concerns with how it would be
 administered and the time and cost to municipalities. A working group was formed and developed a
 list of recommendations, including administrative fees that would support this program. All
 recommendations were adopted and incorporated into the funding agreements.
- Agreement contains clause which will allow agreements to be reviewed after two years, and all costs associated with this administration of the agreement will be tracked.

ANALYSIS / DISCUSSION

Following negotiation and work with Yukon Government to ensure that the administrative burden of this program for municipal operations is compensated, it is recommended that the City of Dawson participate in this program for the benefit of our residents.

This program will assist property owners with upfront funding to complete the upgrades and will allow them to see savings on their energy bills.

It also helps reach our collective goals of reduced carbon footprints and promotion and support of Our Clean Future and the goals of reduced energy use and greenhouse gas emissions.

APPROVAL		
NAME:	Cory Bellmore	SIGNATURE:
DATE:	October 24, 2022	(F.Bellmore)

CAO Dawson; caoBhainesiunction.ca; caoBwatsoniake.ca; valerie.braga@whitehorse.ca
Ben.fusChott@hukon.ca; shelley.hassaditesiin.ca; Samantha.Crostye@vukon.ca; Carobin.
Better Building Program - Lic Notification and OIC
Thursday, October 6, 2022 10:26:24 AM
imas@01.pog

I am following up regarding the discussion yesterday around Municipality requests to receive notifications of upcoming LIC (LIT) at the same time as the delivery of the assessment notices – December 15th annually.

As per the amended Municipal Act. Under Part 6. Division 3.02. Section 271.10 (1) The Government may construct a local improvement under the retrofitting buildings program in any municipality that is a party to a retrofitting buildings program agreement, and, if the Government does so, the Minister or the Minister's delegate must

(a) annually determine each amount that is to be levied in respect of the local improvement as a local improvement tax on a real property in the municipality; and (b) states that: before April 15 in each year, inform the municipality of those amounts and the properties to which they apply.

Property Assessment and Taxation Branch can assist our Municipal partners as requested by providing each municipality LIC information in December. The information provided will form two parts.

- 1. Existing projects (already approved by OIC) YG will provide each municipality the existing project related information for participating properties required in order that the municipality can levy local improvement charges as taxes. This information will be the annual payment amounts.
- 2. Projects completed or nearing completion (not approved by OIC yet) YG will provide a preliminary summary of new projects which will include the estimated principal amount and annual payment or the proposed LIC amount, the type of LIC, interest rate, term, start/finish year and annual payment amount. It should be noted that these estimated amounts are subject to change or in some cases, not form an LIC for the upcoming taxation year due to project completion status. The estimated amounts should be treated as "estimates only" until the project is deemed

With respect to the questions regarding the OIC process, please see the link to an OIC document as an example. https://laws.vukon.ca/cms/images/LEGISLATION/SUBORDINATE/2020/2020-0086/2020- $0086_1.pdf?zoom_highlight=order+in+council+assessment+and+taxation+act+2020\#search=\%22order\%20in\%20council\%20assessment\%20and\%20taxation\%20act\%202020\%22$

Under Section 57 of the Assessment and Taxation Act, local improvement taxes must be set in regulation and the Order-in-Council becomes the regulation that makes the funding into debts enforceable by law. Municipal information is included in the OIC so that Cabinet is informed of the effects of including municipalities. The Assessment and Taxation Act has made it so the municipalities do not need to pass a bylaw for each project.

I hope this information is helpful and if you need anything further, please do not hesitate to reach out directly to me.

Kind regards,



Kathryne J. Janz a/Director Community Services | Property Assessment & Taxation T 867-667-5234 | C 867-332-2714 | F 867-667-8276 | Yukon.ca

Notes on the draft Better Buildings (Energy-Efficiency Retrofit) Local Improvement Tax Regulation

August 9, 2022

Summary

- Review of the regulation is planned for the early fall.
- Regulation for the retrofit program is based on the Domestic Water Well Regulation.
- It is the same in:
 - The terms of funding: Bank of Canada rate on day of agreement, repaid as a local improvement tax on the property in 5, 10 or 15 years
 - Limiting the funding to the lesser of the project maximum or 25% of assessed property value
- It differs in
 - o Removing a minimum value for the project
 - o Including a higher project maximum for commercial property of \$100,000.
 - Requiring a \$500 administration fee paid by all participants in the first year, not just those in municipalities.
- Items not in regulation are:
 - Amount of the annual per project fee paid by the Yukon government to participating municipalities. (Will be in program agreement)

Sections

Interpretation

- "Municipal administration charge" becomes administration charge; "Program agreement" becomes "retrofitting buildings program agreement", the agreement between the Government of Yukon and a municipality under the *Municipal Act*.
- Retrofit definitions added.
- Others remain the same.

Eligible retrofits

"Retrofit" broadly means a retrofit of a building's components, structure or systems designed to
improve its energy performance. Types of retrofits and the criteria that must be met by a
retrofit will be published in program guidelines.

Project funding

• Gives Minister authority to fund projects on eligible property with no arrears with the agreement in writing of all owners that the recovery of the funding (including the administration charge together with interest, over a term of 5, 10 or 15 years) as a local improvement tax.

- Allows for other criteria set in guidelines (such as mortgage lender approval)
- Allows leases on land owned by First Nations, Yukon government or Canada to participate if the debt is repayable in the remaining term of the lease.
- Restricts the amount of funding to the lesser of 25% of the assessed value less any outstanding LITs, and \$50,000 residential and \$100,000 commercial.

Local Improvement Tax

- Levies tax on each property provided funding.
- Annual amount owing is the principle and administrative charge with interest at the Bank Rate, amortized.
- Allows participants to pay more than annual amount and requires tax authority to accept payments and recalculate.

Retrofitting buildings program prescribed

• The funding of retrofit projects and the recovery of the funds described in this regulation work with the *Municipal Act* Retrofitting buildings program (Part 6, Division 3.02).

Administration charge

- Requires one-time fee of \$500 on every project.
- Allows owner to pay in full to the taxing authority on project approval, or have the charge added to the funding, charged interest and amortized.
- Requires Yukon government to remit the administrative fee (not yet paid in full by the owner) to the municipality no later than May 15 next following the day of the client agreement.

Coming into force

• The regulation comes into force on the later of the *Act to Amend the Assessment and Taxation Act and the Municipal Act (2021)* being proclaimed, and when it is filed with the registrar, as required under the *Regulations Act*.

Program Agreement

Better Buildings Funding Program

BETWEEN

GOVERNMENT OF YUKON as represented by

the Minister of Community Services, Government of Yukon ("Yukon")

AND

[CITY] as represented by

the [Representative] of the City of [CITY/TOWN] (the "Municipality")

(Collectively the "Parties").

WHEREAS:

- A. The Better Buildings Program ("Program") is a Government of Yukon funding program established under Yukon law that facilitates energy-efficiency retrofits of eligible existing residential and commercial buildings;
- B. The Program provides funds to develop energy-efficiency retrofits to eligible applicants holding real property in unincorporated Yukon, and to eligible applicants holding real property in a municipality that enters a program agreement with Yukon pursuant to s. 271.09(1) of the *Municipal Act*, R.S.Y. 2002, c. 154, as amended;
- C. The Program can only provide funds to eligible projects that do not exceed the maximum annual amount of money appropriated by the Yukon Legislative Assembly;
- D. The Program depends on approved applicants repaying these funds through a local improvement tax levied on their real property by the applicable taxation authority;
- E. The Municipality would like to make the Program available to eligible residents of the Municipality;
- F. Yukon would like to provide the Program to the eligible residents of the Municipality; and
- G. The Parties wish to ensure clarity in their mutual interest in providing a timely, efficient and orderly Program within the boundaries of the Municipality.

NOW THEREFORE the Parties have entered into this Program Agreement (the "Agreement") with the intention and desire to clearly state agreed-upon respective roles and responsibilities in offering the Program in accordance with applicable legislation.

Purpose

1. The purpose of this Agreement is to state the terms agreed to by the Parties to provide the Program within the boundaries of the Municipality.

Responsibilities

The Municipality will, in accordance with the *Assessment and Taxation Act*, R.S.Y. 2002, c. 13, *Municipal Act* R.S.Y. 2002, c. 154 and their regulations and in accordance with other applicable legislation, do the following:

- 2. As the applicable taxation authority, the Municipality will levy an annual local improvement tax (LIT) in the amount specified by Yukon on real property within the Municipality that Yukon has identified to it as being real property benefitting from funding under the Program, in the amount and for the number of years specified by Yukon.
- 3. The amount of the annual LIT, and the number of years for which it will be payable, will be specified in a program agreement between Yukon and the owner or owners of the identified real property, which agreement will signify the consent of the owner or owners of such property for the purposes of s. 57(11) of the *Assessment and Taxation Act* and for the purposes of s. 271.10(2) of the *Municipal Act*.
- 4. The Municipality will remit all LIT payments received by it under this Agreement through one payment to Yukon with a listing of each individual payment with full identification owner, legal description, roll number, LIT number and amount that comprise the total by the timeframes set out in s. 271.12(1)(b) of the *Municipal Act*, R.S.Y. 2002, c. 154, as amended.
- 5. If either Party terminates the Agreement, or Yukon terminates the Program:
 - (a) The Municipality will levy a LIT on any real property in accordance with article 2 where the owner of the property and Yukon have executed a program agreement prior to such termination, and the Municipality has not previously levied a LIT; and
 - (b) The Municipality will continue to perform its obligations under articles 2 and 4 in respect of any such program agreements entered into between the owner or owners of real property and Yukon prior to such termination for however many years as may be required to collect all amounts of LIT provided for under every such program agreement.
- 6. The Municipality will provide Yukon with municipal property tax information on real properties taking part in the Program upon request by Yukon.
- 7. The Municipality will use its legislated powers to collect all unpaid LITs as if it were a property tax debt owed to the Municipality and shall take all reasonable efforts to do so and shall also accept pre-payment of LIT's to be levied on real property in the future under a program agreement, if the owner or owners so wish.

The Yukon will, in accordance with the *Assessment and Taxation Act*, R.S.Y. 2002, c. 13, *Municipal Act* R.S.Y. 2002, c. 154 and their regulations and in accordance with other applicable legislation, do the following:

- 8. Yukon will offer the Program to eligible applicants in the Municipality.
- 9. Yukon will provide all Program funding, as available through appropriation by the Yukon Legislative Assembly.
- 10. Yukon will provide all Program administration other than that noted above in terms 2, 4, 5, 6, and 7 including but not limited to: addressing program inquiries, providing documentation, review of program applications, application acceptance and approval, provision of print literature, advertising, public education, LIT calculations, and LIT payout or processing lump sum payments on funding amounts.

Fees

- 11. Yukon will ensure that the Municipality receives a one-time municipal administration fee of \$500 per approved program agreement for Program funding within the Municipality. Yukon will pay the total of the fees on an annual basis no later than May 15.
- One year after a program agreement for Program funding is executed, and for every year thereafter until the full amount to be recovered through a LIT under that program agreement has been recovered, Yukon will pay the Municipality a maintenance fee of [\$500 or \$200]. For greater certainty, Yukon's obligation to pay the annual maintenance fee begins the second year of the repayment obligation and ends at the conclusion of the last year of the repayment obligation or when the debt is fully repaid, whichever is earlier. Yukon will pay the total of the maintenance fees for the year the following April on a similar timeline to the Comprehensive Municipal Grant. The parties agree that the maintenance fee is a cost-recovery mechanism for administration of the Program and not meant to generate revenue.
- 13. Yukon will insert a LIT on property tax notices on behalf of the Municipality if Yukon had prepared the property tax notices for the Municipality prior to the start of the Agreement.
- 14. In the case of a default where the administrative cost is not fully recoverable by administrative charges allowable under the *Assessment and Taxation Act* or in cases of lien where the administrative cost is not recouped by the sale of the property and both LIT and municipal taxes owing, the Municipality may request that Yukon cover 50% of the costs incurred to recover the debt. Yukon will consider these requests on a case-by-case basis.
- 15. In the case of a default where the administrative cost is not fully recoverable by administrative charges allowable under the *Assessment and Taxation Act* or in cases of lien where the administrative cost is not recouped by the sale of the property and only LIT is owing, the Municipality may request that Yukon cover 100% of the costs incurred to recover the debt. Upon receipt of the request and if satisfied of the costs incurred to recover the debt, Yukon will grant the Municipality's request.

Representatives

16. The representatives of the Parties with respect to this Agreement will be as follows:

For Yukon: For Municipality:

Minister of Community Services	[REPRESENTATIVE]
Government of Yukon	[CITY/TOWN]
Box 2703	[ADDRESS]
Whitehorse, Yukon	[CITY, YUKON]
Y1A 2C6	[POST CODE]

17. The Parties may, from time to time, update their address for delivery, and they may from time-to-time supply fax numbers and e-mail addresses for delivery to each other as appropriate.

Termination

18. This Agreement is to take effect upon the date of signing and will remain in effect unless terminated by either of the Parties by providing to the other Party ninety (90) days written notice.

Notice

- 19. Any notice required under this Agreement must be in writing, may be delivered by hand, sent by facsimile or registered mail, and must be signed by representatives empowered to terminate this Agreement on behalf of the Party.
 - (a) If sent by post, same shall be deemed to have been delivered one week from the date that it was deposited with Canada Post with first class postage prepaid.
 - (b) If delivered by hand, same shall be deemed to have been received at the time it was delivered.
- 20. In the event a dispute arises as to whether a notice was sufficiently delivered under this Agreement, the onus of providing delivery lies on the person claiming that such notice was delivered.

Amendment

21. This Agreement may be amended at any time by written agreement of the officials, or their successors, who executed this Agreement.

Review

- 22. Either Party may request a review of this agreement two years after it is executed.
- 23. The Municipality will track all costs associated with the administration of this Agreement including but not limited to staff hours, fees, and operational expenses. Yukon may request that the Municipality submit the records of its costs at any time. Within sixty (60) days of receipt of this request, the Municipality must submit the record of its costs.

Jurisdiction

- 24. This Agreement is made under, and subject to, the laws in force in Yukon.
- 25. The Supreme Court of Yukon has jurisdiction over this Agreement.

Confidentiality of Information

- 26. The Parties acknowledge that both are bound by various territorial statutes related to the protection of privacy and access to information legislation.
- 27. In particular, Yukon is bound by the provisions of the *Access to Information and Protection of Privacy Act*, S.Y. 2018, c. 15, as amended.

Conflict between Legislation and Agreement

28. In circumstances where there is a conflict or inconsistency between this Agreement and *Assessment and Taxation Act* or the *Municipal Act*, or any associated regulations, the legislation and regulations shall prevail.

Entire Agreement

29. This Agreement constitutes the entire agreement between the Parties with respect to the subject matters set forth herein and supersedes any prior agreement, negotiation or understanding between the Parties. There are no other collateral agreements or understanding related to the subject matter hereof.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized signatories on the dates noted below.

Government of Yukon	City of [<mark>CITY]</mark>
Minister, Community Services	[Representative]
Date	Date
Witness	Witness

Better Buildings Working Group and Oversight Committee: Administrative approach for municipal and territorial governments

Task

The purpose of the working group is to develop recommendations and an opt-in agreement between the Government of Yukon and each participating municipal government that adequately addresses the administrative workload and removes barriers to municipal participation in Better Buildings using the local improvement tax mechanism.

The working group examined what is proposed and what could be adjusted, while adhering to the general objectives of the Better Buildings program and the themes and scope prescribed by the oversight committee, namely: determine resource requirements for municipal participation and determine program administration details related to municipal delivery elements.

Problem definition

Reducing greenhouse gas emissions is a public good with a private market value benefit. The program imposes financial cost on users, municipal governments and the territorial government.

The introduction of the Better Buildings program will add volume and/or complexity to existing municipal tax processes. The proposed user-pay, one-time administration fee of \$500 (based on the Domestic Water Well Program) is inadequate compensation for:

- the ongoing program administration and workload increase over the potential 15-year lifespan of each project.
- the resources required to start up the program in a municipality regardless of uptake (i.e., staff training, software upgrades).
- the workload and additional expense (often non-recoverable) if a participant defaults in payments and/or the lien process is initiated to recover the local improvement tax.

Since municipalities do not have the same tax processes at all stages, solutions that treat municipalities as identical will not reflect workload or program uptake.

Solutions

<u>Recommended approach</u>: A hybrid administrative funding model that disperses the program cost among program participants, participating municipalities and the Yukon government and accounts for three types of projects administration: intake/start up, administrative lifespan, and the default and lien process.

Proposed model:

- A) All participants are charged a \$500 fee, paid to the tax authority (either municipal or the Yukon government) to offset intake costs. Over the program's proposed lifespan, the estimated revenue for the target of 1,031 projects is \$515, 500; and
- B) The Yukon government pays an annual fee to municipalities (general revenue) based on an agreed-to value for volume of work per project, for the lifespan of the projects. This partially offsets the cost of municipal administration but does not generate revenue. As partners in the program, municipalities will absorb additional administrative expense.

<u>Larger municipalities:</u> The City of Whitehorse estimates 8-10 hours of additional work per project at \$100 per hour, with the Yukon government offsetting up to 5 hours. The City of Dawson and the Town of Watson Lake have similar processes and expect a similar amount of work required. This category of municipality prepares its own tax notices and thus has a larger administrative workload to implement the program. (See "9 COW detail".)

<u>Smaller municipalities:</u> The Town of Haines Junction estimates up to 2 hours of additional work per project to be offset by the Yukon government. Other municipalities for which the Yukon government prepares tax notices are expected to be the same. (See "7 levy collect remit detail" document.)

Rate: Up to \$200 per project per year for small municipalities and up to \$500 per project per year for larger municipalities

Estimate:

	Max annual rate	up to 14 years
Smaller municipality	\$200/project	\$2,800/project
Larger municipality	\$500/project	\$7,000/project

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- The maximum non-recoverable cost for the Yukon government for the target of 1,054 projects, if all occurred in larger municipalities and all took 15 years to repay, is \$7.3 million, with equivalent costs absorbed by municipal partners; and
- C) In cases of default where the administrative cost is not fully recovered by the administrative charge allowable under the Assessment and Taxation Act, or in cases of lien where the administrative cost is not recouped by the sale of the property:
 - a. municipalities can request the Yukon government pay 50% of costs incurred on a case-by-case basis where a Better Buildings LIT is owed with municipal taxes owing, and
 - b. the Yukon government pays all costs where only the Better Buildings LIT is owing.

Costs for default include administrative workload, advertising, notarizing, serving notice via registered mail/sheriff, Land Titles forms fees, and legal advice and services. It is difficult to estimate costs as each case is different.

Default and lien are anticipated to be similar to the default rates in current Yukon government LIT programs of approximately 3%. City of Whitehorse estimates 5% default for residential and 7% default for commercial. Some tax payers are known to wait to pay until the last step before the application for title.

Projected # p until 2030	rojects	3% default	5% default	7% default
Residential	965	28.95	48.25	67.55
Commercial	89	2.67	4.45	6.23

Caveats

The potential solutions proposed by the working group were discussed without prejudice. It does not commit any of the parties to proceeding.

Pros, cons and feasibility have not been fully explored at this stage.

The Yukon government will seek advice from Finance on some items for compliance with the *Financial Administration Act* and other potential laws, legislation and policy.

Municipalities will ensure that the solution is supported by their leadership and matches their compliance obligations.

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Objective	Options	Rationale
Not introduce barriers to	Keep \$500 user-pay admin fee (as proposed), and	Consistent with fee in the Domestic Water Well Program.
participation for applicants	apply it to non-municipal applicants (new).	Some user-pay offset of program costs but not prohibitive.
		Treats all participants equally; provides revenue for both YG and municipal administration
Mitigate financial and administrative risks to municipalities over the short, medium and long term	Hybrid funding model: user-pay \$500 per project for client intake (year 1); and scalable YG annual funding for ongoing municipal administration in years 2-14.	Recognize different resource pressures at program start-up and client intake; ongoing admin (up to 15 years per project); and default/lien stages
Determine resource requirements for municipal resources needed for work created by program. Proposed "hourly billing" formula per project per	ongoing municipal	See workflow charts for details of existing processes and workload.
	Recognizes work flow, resource needs and complexity varies between municipalities.	
	year, as above.	Provides some predictability as projects are cumulative.
		Disperses the cost of program administration across all territorial tax payers (rather than only users or municipal taxpayers)
	Municipalities review application of administrative charge to	ATA s.84 (3) allows an administration charge of 10% of the arrears or \$25, whichever

Objective	Options	Rationale
	recoup more costs from default properties.	is the greater, to be added to and form part of the taxes.
	YG pays portion of costs for default/lien process where BB LIT and municipal taxes are owed and costs incurred are not recovered from administration charge. YG pays all costs where only BB LIT is owing.	See lien workflow chart ("8 lien process detail" and "9 COW detail") for costs and steps incurred in default process. All costs may not be recovered if client pays before property is transferred.
Keep transfer of payments (YG to municipality) predictable and simple.	Annual payment from YG on same schedule as Comprehensive Municipal Grant.	Easier for financial processing to do all at same time.
Evaluation mechanisms: allow future flexibility and changes for the program	AYC and YG reconvene the working group two years after the program is launched to address emerging issues, verify assumptions/ projections.	The program assumptions of volume and complexity could be wrong: fine tune and address issues.
	Develop an evaluation mechanism to provide more precise measures of administrative workload.	Some elements/changes could be phased in over time. DWWP agreement allows amendment at any time by
	Build a review process into the program agreements to adjust, if needed, the municipal administration charge after 2 years of program administration.	written agreement. The Parties agree not to discuss increasing the municipal administration charge until after 5 years of DWWP administration.

Objective	Options	Rationale
	Communications plan for program shut down when no new clients are accepted (YG) or municipality not participating.	YG program is planned until 2030 but debt collection continues until 2045. Will remain in legislation. Could cause confusion in public.
Appropriate administrative mechanisms	Examine timelines and deadlines in program agreement for any flexibility. Amend the amendments to the Assessment and Taxation Act (Spring 2022 session) to allow 90 days for the remittance deadline for Better Buildings.	The remittance deadline of July 15 doesn't allow sufficient time for municipalities to reconcile and remit after July 2 tax deadline.
Mitigate impacts of public inquiries related to the program or payments.	 Develop a joint communication strategy to address anticipated issues: YG to offer training on program content and FAQs to support front counter and phone line inquiries LIT tax questions Alternate funding for projects that don't qualify, people without sufficient equity 	Reduce confusion for public, reduce workload of municipal staff regarding YG administered portion of the program. Direct applicants to Energy Branch for options counselling.
	 Acknowledge all participants and their role and recognition within the program 	

Page 6 of 8

Issues of concern

<u>Lack of means testing</u>: Program applicants need approval of their mortgage lender (if there is one) and taxes in good standing. They cannot exceed 25% assessed property value. This keeps the barrier to participation lower while still mitigating against default.

This position is understood, yet no requirement for income or means testing concerns some municipalities because the participants may be challenged to repay the debt if energy savings are not as high as anticipated, or other variables change over time. The default and lien process are resource intensive for municipalities and unpleasant for citizens.

Similarly, taxes in good standing in the year of application does not reflect payment history or continued ability to remain in good standing. Follow-up or management support from the tax authority may be required for participants at their financial limit.

Barriers for low assessed property value: For property owners with lower assessed value or high existing LIT debt, there is less room to borrow within the 25% assessed property value cap, which may deter someone from retrofits if the financing will not cover the bulk of the deep retrofit project's costs. Furthermore, the proposed program would apply the rebate to the loan, reducing debt but not providing as much capital as applying rebates to expand the project budget. (The departments are now exploring paying the rebate to the owner rather than applying it to the debt.)

The requirement to work within a retrofit package for a 20% improvement in energy use will deter a participants eligible for smaller improvements, such as \$17,500 for windows on a property assessed for \$75,000. People who most need assistance may be excluded, and this may be seen as inequitable to communities with lower assessed value housing stock. Changing or removing the energy target would not ensure that the buildings are improved to the level needed to reduce energy, meet climate change targets, and offer improved resiliency and comfort to home owners. The promotion of other territorial and federal programs and rebates for projects outside the scope of Better Buildings will be addressed in the communications plan.

Work yet to be undertaken

- Develop a joint communication strategy.
- Review program agreement elements.

Page **7** of **8**

Better Buildings Program

Other related issues

<u>Cumbersome lien process</u>: A review of the lien process legislation is recommended as soon as possible. Legislation does not allow alternative collection methods outside the lien process (i.e., collection agency); there is limited recovery of tax authority expenses when the issue resolved without the sale of property; and the transfer of derelict properties is an environmental and/or financial liability to tax authority properties.

<u>Land Titles, process and fees</u>: The land title process is an administrative burden that creates recurring small fees and expenses. The Land Titles Office (Department of Justice) has a low threshold for errors (i.e., punctuation, capitalization) that results in documents being returned, creating repeated work and expense, and adding to the default/lien process timeline.

<u>Municipal requests for act reviews</u>: Municipalities request that a timeline to examine the *Municipal Act* and the *Assessment and Taxation Act* be established. Municipal concerns, beyond the Better Buildings program, were not addressed when the Yukon government introduced amendments to these acts.

Report to Council



X For Council D	Pecision For Council Direction	For Council Information		
In Camera				
AGENDA ITEM:	Solid Waste Interim Agreement			
PREPARED BY:	C Bellmore	Draft Interim Regional Waste Management Agreement		
DATE:	October 14, 2022	- Correspondence on the interim agreement		
RELEVANT BYLAWS / POLICY / LEGISLATION:		D. Burns		

RECOMMENDATION

That Committee of the Whole forward to council to direct administration to enter into the proposed interim solid waste management agreement

ISSUE / PURPOSE

To ensure that municipalities are adequately compensated for residents that live out side the municipal boundaries and are not municipal property tax payers while Yukon Government and municipalities continue to work toward a long term regional agreement.

BACKGOUND SUMMARY

The City of Dawson does have an ongoing agreement and annually receives a Transfer Payment Agreement to assist in the operations of the Quigley landfill. This annual TPA is \$75,000. This annual amount has not changed in many years and is not indexed to increase annually.

Municipalities and Yukon Government have been working on Regionalization of Solid Waste for several years. Lease agreements as well as liability agreements are continuing to be worked on. CAO's will be meeting on Oct. 27th to review progress and determine next steps of regional agreements.

ANALYSIS / DISCUSSION

While this work is ongoing, Yukon Government has recognized the financial impact of non-municipal residents at are using the landfills operatized by municipalities.

These interim agreements are proposed to support municipalities while the regional agreement work is ongoing.

It is recommended to enter into this new interim agreement as long as the financial support does not decrease from the current agreement of \$75,000 annually.

APPROVAL			
NAME:	C Bellmore	CPR	
DATE:	Oct 15, 2022	SIGNATURE: Dellmore	

DRAFT Interim Regional Waste Management Facility Agreement

This Interim Agreement made in the Yukon Territory

Between	The Village of	, as represented by its Chief
	Administrative Officer	
	("")	
and		
	Government of Yukon, as repr	resented by the Director of
	Operations and Programs, Co	mmunity Services
	("Yukon")	
Hereinafte	er, the Parties to this Interim Agre	eement.
Backgroun	nd Facts:	
A	possesses a Waste	Management Permit (#80-XXXX) to
ope	erate a waste disposal facility (the	e "Facility") and a special waste
man	nagement facility granted under	the Environment Act R.S.Y. 2002, c.76
the	Solid Waste Regulations OIC 20	00/011, and the Special Waste
Reg	gulations, O.I.C. 1995/047 (the Pe	ermit).
B. The	e Permit expires December 31, 20	23.
C	operates a municip	al landfill in accordance with the
Peri	mit on Yukon government land s	et aside for this purpose by Yukon at
Draft July 1	19, 2022 Interim Regional Waste Manage	ment Facility Agreement Page 1 of 6

	and as further described on the map attached as
	Schedule A (the Solid Waste Management Facility).
Э.	Yukon wishes to ensure access to the Solid Waste Management Facility
	by nearby unincorporated users within each Regional Boundary (see
	Schedule A).
Ξ.	The Parties are working together to regularize the use and occupation of
	the Solid Waste Management Facility by raising title to the land then
	leasing it to and by making a final regional agreement
	withabout their operating of the Solid Waste
	Management Facility and the provision of this municipal service outside
	''s municipal boundary.
•	While that process continues, the Parties wish to address financial and
	other issues on an interim basis.
	CX
low	Therefore, the Parties agree as follows:
. D	efinitions
1.	1. In this Interim Agreement;

"Designated Materials" means those materials for which Yukon collects a point-of-sale or manufacturing fee in relation to waste disposal or recycling and as further defined under the *Environmental Act*, specifically the *Designated Materials Regulation* and the *Beverage Container Regulation*. These designated materials include

tires, electrical waste and beverage containers.

"Special Waste" has the same meaning as found in the Environmental Act and the Special Waste Regulations, and includes residential products accepted under Community Services' Household Hazardous Waste Program.

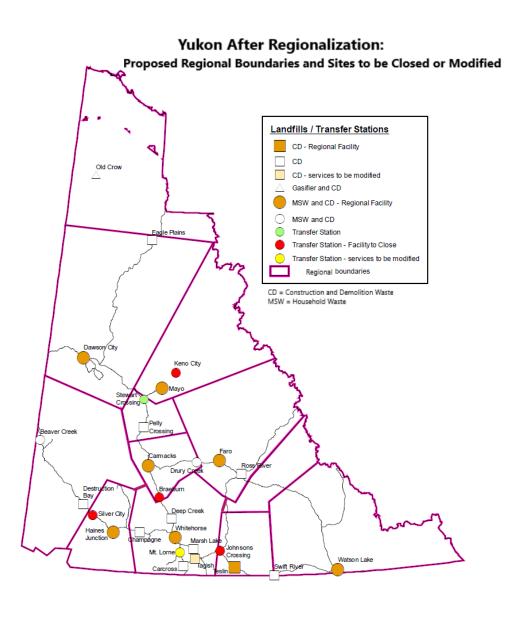
2.	Solid	Solid Waste Management Facility Operations & Permitting			
	2.1.	Tippin	pping Fees		
2.1.1wil		2.1.1.	will work toward developing a waste		
			management bylaw that establishes sorting requirements and		
			tipping fees at the regional facility.		
		2.1.2.	agrees that when implemented, all		
			residential users of the Solid Waste Management Facility will		
			be charged the same tipping fees.		
2.2. Safe operations			pperations		
		2.2.1.	will carry out the operation and maintenance		
			of the Solid Waste Management Facility safely, in compliance		
			with all relevant legislative and regulatory requirements and		
			with due care to ensure that it does not cause any injury		
			(including		
2.3. Permits		ts			
		2.3.1.	is responsible for all permitting and license		
	*		application requirements associated with the operation and		
			maintenance of the Solid Waste Management Facility and will		
			ensure compliance with relevant legislative requirements,		
			including:		

	assessments;			
	2.3.1.2. renewal of the Permit; and			
	2.3.1.3. its obligations under the Workers' Safety and			
	Compensation Act S.Y. 2021, c.11.			
2.4.	Not a YG operation			
	2.4.1 acknowledges that it has sole responsibility			
	for the operation and maintenance of the Solid Waste			
	Management Facility including controlling access to the site.			
Fundi	ng			
3.1.	Yukon will provide a contribution of \$XXXXX (based on 50% of the			
	following: Number of unincorporated users plus 20% x \$200pp) to			
	offset the costs associated with providing waste disposal services to			
	those outside of the municipality of and to assist			
	with operation and maintenance costs of the Solid Waste			
	Management Facility.			
	3.1.1. This contribution will be paid in one payment of \$XXXX within			
	60 days of signing the agreement.			
3.2.	Yukon will arrange and pay for the pick-up, transport from the Solid			
	Waste Management Facility and processing or disposal of: 3.2.1. any Designated Materials; and			
	3.2.2. Special Waste.			
3.3.	The obligation of YG to make any payments to			
	under this Interim Agreement is subject to the following:			
	3.3.1. the Financial Administration Act (Yukon);			

3.

2.3.1.1. its obligations as a proponent for any environmental

	3.3.2. money being appropriated by the Legislature for the purpose			
	of this Interim Agreement; and			
	3.3.3.	abidi Interim Agreement.	ing by the terms a	and conditions of this
4. Term				
4.1.	This Interim Agreement is in force from October 1, 2022 until March			
	31st, 2023 unless replaced by a subsequent agreement about the			
	same	subject matter.		
The Parti	es hav	e executed this Interim	Agreement by th	eir Duly Authorized
Officials:				
		IT OF YUKON by the mmunity Operations:)	
)	
David	d Albis	ser)	Date Signed
The Vil	lage o	f by)	
the Chi	ef Adm	ninistrative Officer:)	
)	
CAÓ)	Date Signed



From: <u>Damien.Burns@yukon.ca</u>

To: cao@watsonlake.ca; shelley.hassard@teslin.ca; caomayo@northwestel.net; cao@hainesjunction.ca; cao-

faro@faroyukon.ca; CAO Dawson; cao@carmacks.ca

Cc: Ben.YuSchott@yukon.ca; Dave.Albisser@yukon.ca; Samantha.Crosby@yukon.ca; Alex.Hill@yukon.ca;

 $\underline{\text{Michael.Prowse@yukon.ca}}, \, \underline{\text{Carolyn.Moore@yukon.ca}}$

Subject: Solid Waste - Interim Regionalization Funding

Date: Friday, October 7, 2022 10:33:15 AM

Attachments: <u>image002.png</u>

Good Morning Everyone,

I wanted to take the opportunity to connect with all of you on our joint work to modernize solid waste management and recycling in the territory. Our work continues to be guided by the Ministerial Committee on Solid Waste (MCOSW) and its <u>recommendations</u>. I am pleased to see that we are still working with all of you and with the Association of Yukon Communities (AYC) to implement the recommendations. We are keen to see the investments in your municipal facilities by directing further resources towards enhancing these as regional solid waste sites. The Department of Community Services wants to ensure that there is an appropriate level of service for the population served, as well as to strategically prepare for the eventual closure of some solid waste facilities without significantly reducing service.

There are components that continue to take some time:

Lease agreements are processed by our colleagues at Energy, Mines and Resources (EMR) as applications are submitted. We are happy to be working with the AYC and Dennis Shewfelt (dennis.shewfelt@gmail.com) to offer assistance in completing applications for lease agreements (Application for Subdivision). This process typically takes approximately 12 months so it is important to get these lease applications in as soon as possible. Dennis can also assist with the submission of 10 year Solid Waste Management Plans to the local YESAB office for review. I understand that many of your municipalities have completed these plans, and funding is being processed through the Association of Yukon Communities (AYC) to pay 50% of those costs.

I know that progress has been made on completing Solid Waste Management Plans and lease agreements and other longer term components, but given the long timelines involved I am concerned that we are missing out on shorter term opportunities to move this file forward.

I am pleased to say that we have made some funding support available to assist you in meeting some shorter term goals on this file. I am hopeful that some of your municipalities may consider interim regional agreements that see us offer this financial support to work on items like staffing, gating, fee bylaws etc. These proposed new and simplified interim regional agreements will help pave the way for the longer term work and would provide direct and immediate financial support to your municipality to make physical improvements, develop plans or bylaws, or add capacity to your team to manage solid waste.

These proposed interim regional agreements will be flexible to meet you where you are at in your progress towards to full suite of goals. The financial support is intended to provide you these resources as we work together. I hope you will consider them as an opportunity to add immediate resources to your solid waste programs.

I've asked the Community Affairs team, and each Community Advisor, to help work with each of you and Dave Albisser, our Director of Operations, on these proposed interim agreements and to offer this financial support as soon as possible to your municipality as it takes the necessary steps towards regionalization and the <u>recommendations</u> of the Ministerial Committee on Solid waste. I believe this is a positive and innovative way to get some financial support flowing, while moving our mutual goals forward.

If you haven't already been approached by your Community Advisor on this, you will in the coming days. We will also be pleased to attend and present to council on the overall plan and the interim proposal, if that will assist.

Thank you for your consideration,

Damien

Damien Burns

Assistant Deputy Minister, Community Development Community Services | Government of Yukon T 867-332-0642 Yukon.ca

Land Development Branch Project Updates – October 2022

1. Dome Road Master Plan

- What is it: ~180 lot serviced residential neighbourhood at the bottom and lower bench of Dome Road. The draft plan includes 145 single detached lots; 16 duplex lots; 18 townhouse lots. Plan includes new recreation centre in Parcel F.
- Current Status: YG is responding to TH letter that expressed concerns with the Dome Road Master Plan. YG letter is being drafted. The latest version of the Master Plan was introduced to City of Dawson in June 2022, but it has not been adopted yet and is subject to addressing TH concerns.
- Next Steps: YG will work with TH to resolve issues expressed in the letter. Once the
 approach is confirmed, the plan will be brought forward to City Council for potential
 adoption. Following plan adoption, YESAB and OCP/Zoning amendments are required.

2. Dredge Pond II

- What is it: ~30+ lot country residential development in the Dredge Pond II land reserve area.
 Average lot size is 0.91 ha. Includes dredge tailings historic park area (29% of total area).
 Greenspace is 50% of total area. 1 proposed playground.
- Current Status: Latest round of engagement on concept options complete. Preferred
 concept prepared. City of Dawson and TH staff and Council have provided comments and
 feedback on the concept. YG will work with the consultant to revise the concept based on
 feedback.
- Next Steps: Revise preferred concept. Speak with City of Dawson regarding TH's comments
 on the historic park area and need for it. Following that, consultant to revise concept and
 begin preparing the draft Master Plan.

3. Infill 1 – Residential/Commercial Parcel

- What is it: 4 lot unserviced development at corner of Rabbit Creek Road and Bonanza Road. 3 country residential lots; 1 commercial lot.
- Current Status: OCP amendment passed 2nd reading; zoning amendment still in process.
 Need to finalize final lot concept with City of Dawson to resolve issues around access to adjacent private lot and ensure all four lots have 1 acre minimum lot size.
- Next Steps: Work with City of Dawson to finalize concept and lot plan. Receive final OCP and zoning amendments. Begin YESAA and detailed design. Aim for construction in 2023.

4. Infill 2 – Residential/Commercial Parcel

- What is it: Serviced subdivision. Could feature a mix of residential or commercial lots. Final land use still to be confirmed by Council.
- Current Status: Similar to Infill Area 1, the City of Dawson is considering an OCP and Zoning Bylaw amendment for a combination of residential and commercial lots. OCP amendment 2nd Reading passed (I think but need to confirm with CoD).
- Next Steps: When OCP and zoning passes, YG to begin discussions with TH regarding planning for lot. Could look at joint planning with adjacent TH lot.

5. Infill 3 – Industrial Parcel

- Project: A single large unserviced industrial parcel located in the Callison Subdivision. YG is
 working on releasing the property to the private sector as a raw-land parcel. The parcel has
 the ability to be subdivided into multiple smaller lots.
- Current Status: Final environmental work complete and parcel does not have contamination; however, restrictions will be put in place restricting the installation of drinking water wells.
- Next Steps: Subdivision, surveying, and lot release. Aim for release in early 2023.

6. Bear Creek

- Project: Potential future country residential development. The project could involve TH and Parks Canada land (Bear Creek Island area). A MOU has been signed between TH, Parks Canada, and YG to commit to looking at the Bear Creek Island. Project is outside municipal boundaries.
- Current Status: MOU has been signed by all Parties. YG completed a preliminary flood assessment for YG portion that is adjacent to the Klondike River. Had first meeting with Parks Canada and TH in September.
- Next Steps: Confirm parties' interests specifically and generally in the area and assess
 whether to consider this parcel separately or as part of a larger area of interest that includes
 LDB's reserves and other land. Next MOU meeting in late October and can discuss this. Once
 the area is determined potentially begin feasibility work.

7. Callison Industrial Lot

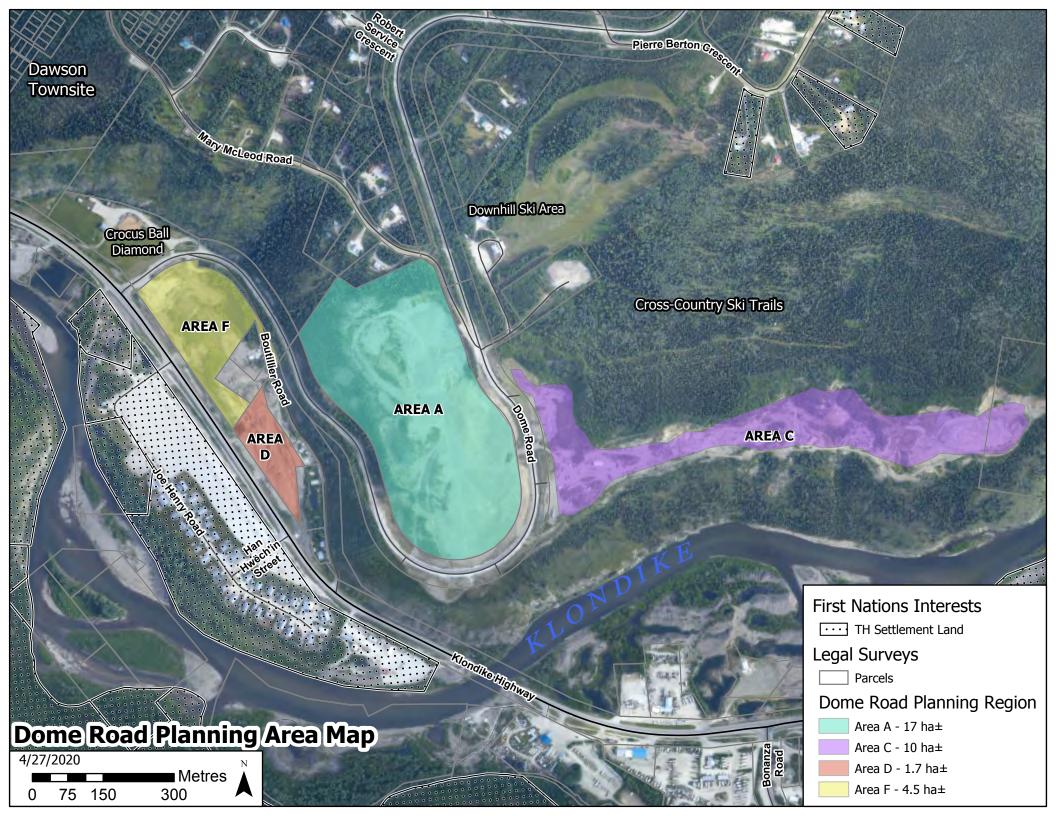
- Project: 1 industrial lot in Callison Industrial Subdivision
- Current Status: Some limited environmental cleanup where there is garbage and junk.
 Appraisal completed.
- Next Steps: Cleanup (October), subdivision and surveying work, lot release around early 2023.

8. Dredge Pond 1 Lot 27-2 Lot

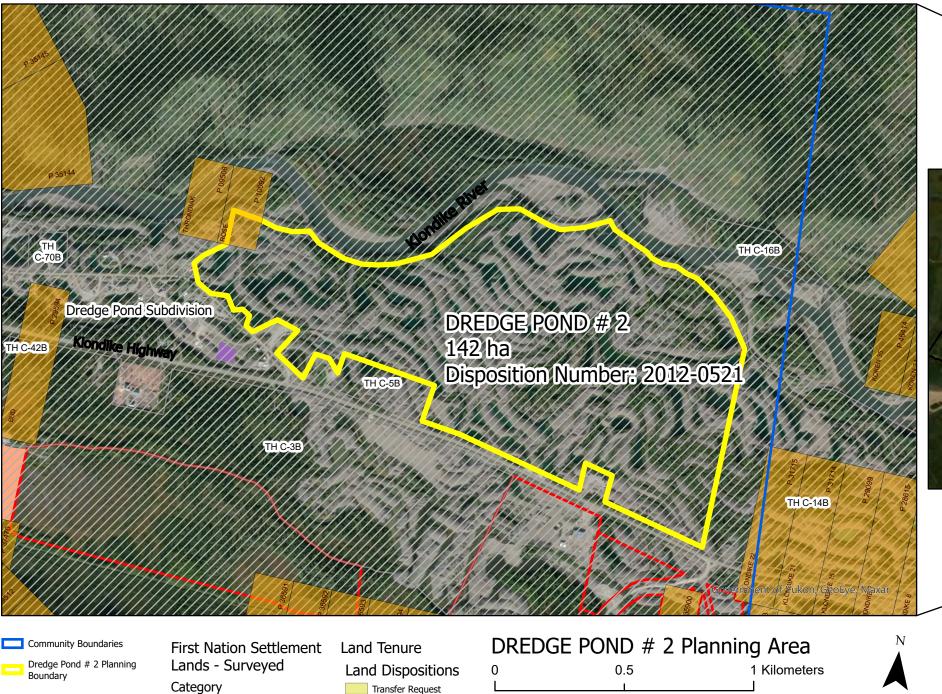
- Project: 1 country residential lot in Dredge Pond Subdivision
- Current Status: Some limited environmental cleanup where there is garbage and junk.
 Appraisal completed.
- Next Steps: Cleanup (October), lot release around early 2023.

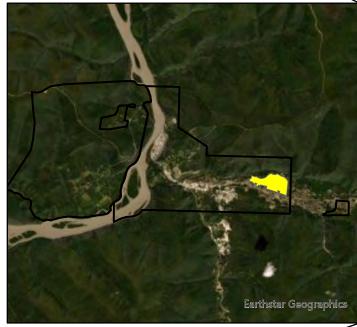
9. Two Vacant Townsite Lots

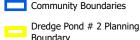
- Project: 2 YG lots in the historic townsite for residential purposes:
 - o Lot 18, Turner Street
 - o Lot 2, 2nd Avenue
- Current Status: Lot 18 and Lot 2 are nearing completion.
- Next Steps: Lot 18 is nearing completion with the remaining work being a survey and LTO registration for the lot. Lot 2 is also nearing completion with remaining work being groundwater well decommissioning. Lot releases are expected around early 2023.

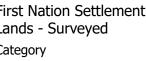










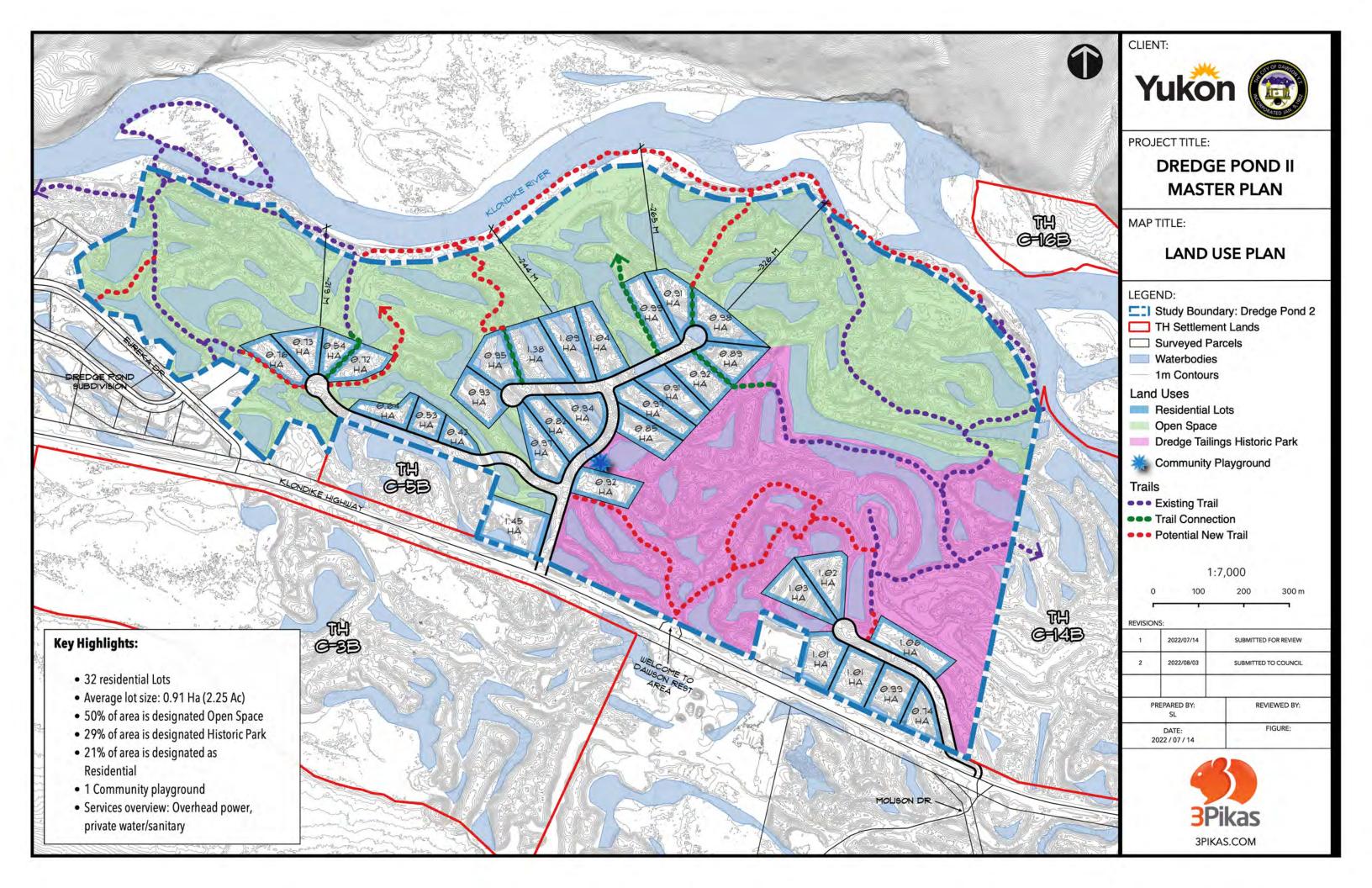


A: Surface and Subsurface Rights

B: Surface Rights FS: Fee Simple

Transfer Request Agreement for Sale Easement Lease Reservation





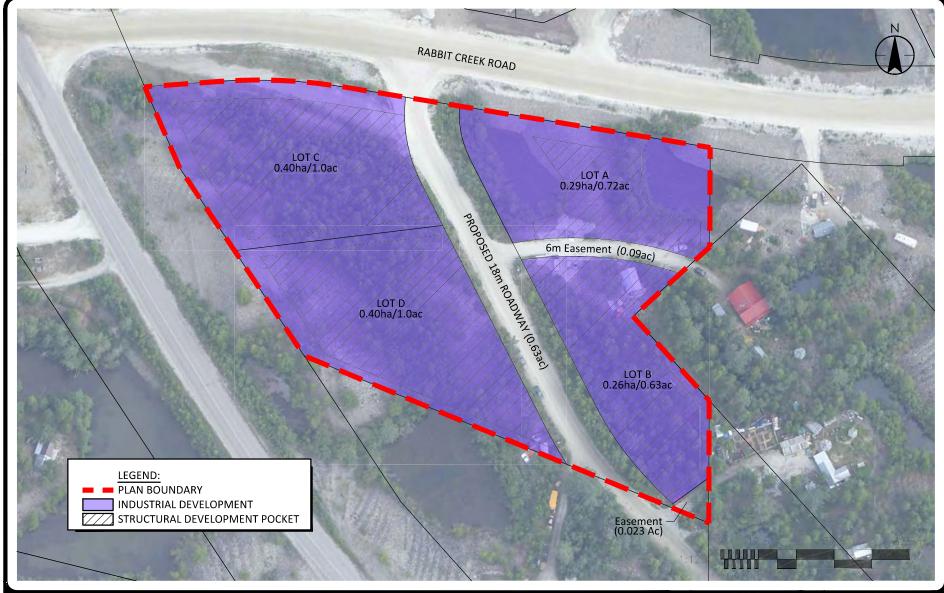


Figure 2.0
Infill Site #1 - 4 Lot Development

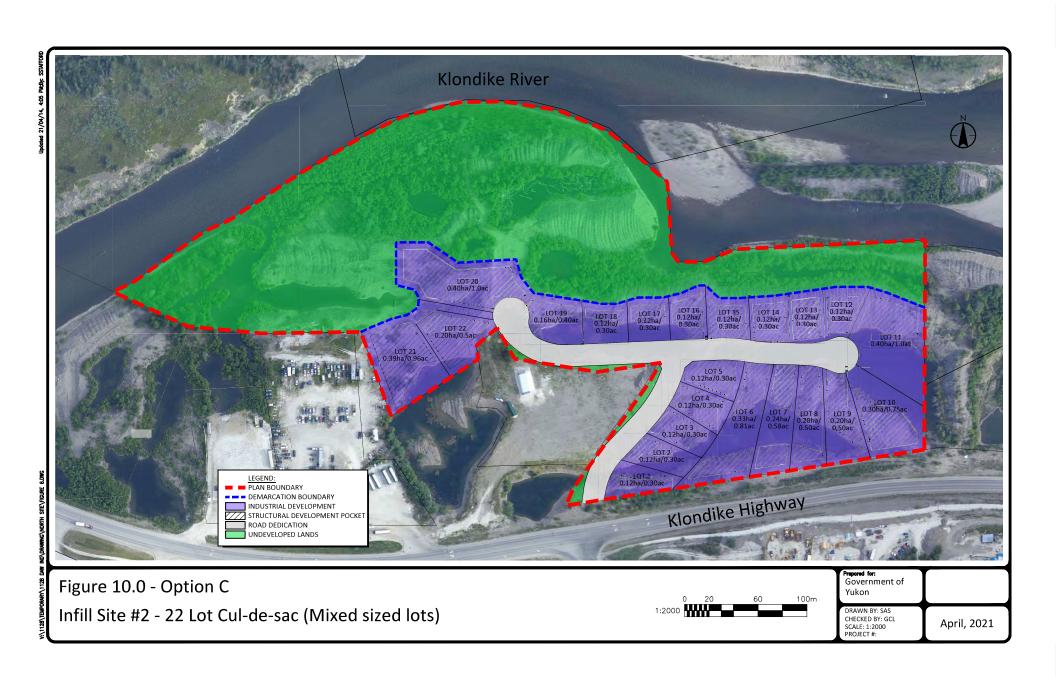
Prepared for: Government of Yukon

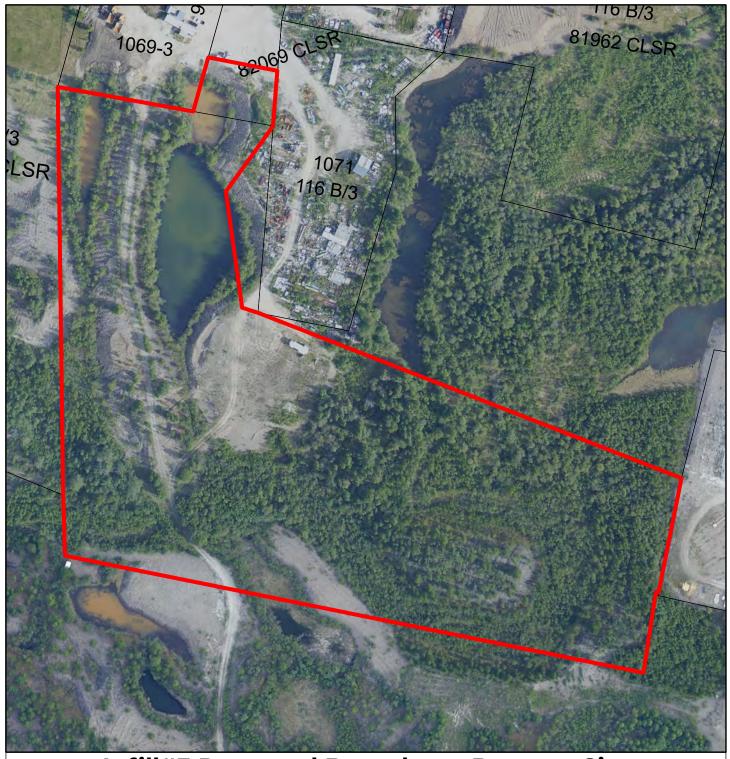


#1100, 4900-50th Street, Red Deer, ABT4N1X7 Ph:(403) 341-3320 Fx:(403) 342-0969

DRAWN BY: SAS CHECKED BY: GCL SCALE:1:1,250 PROJECT #: 144903045

April, 2021





Infill#3 Proposed Boundary - Dawson City



0 20 40 80

Meters

Infill#3 Proposed New Study Area

Land Parcels Line - Surveyed

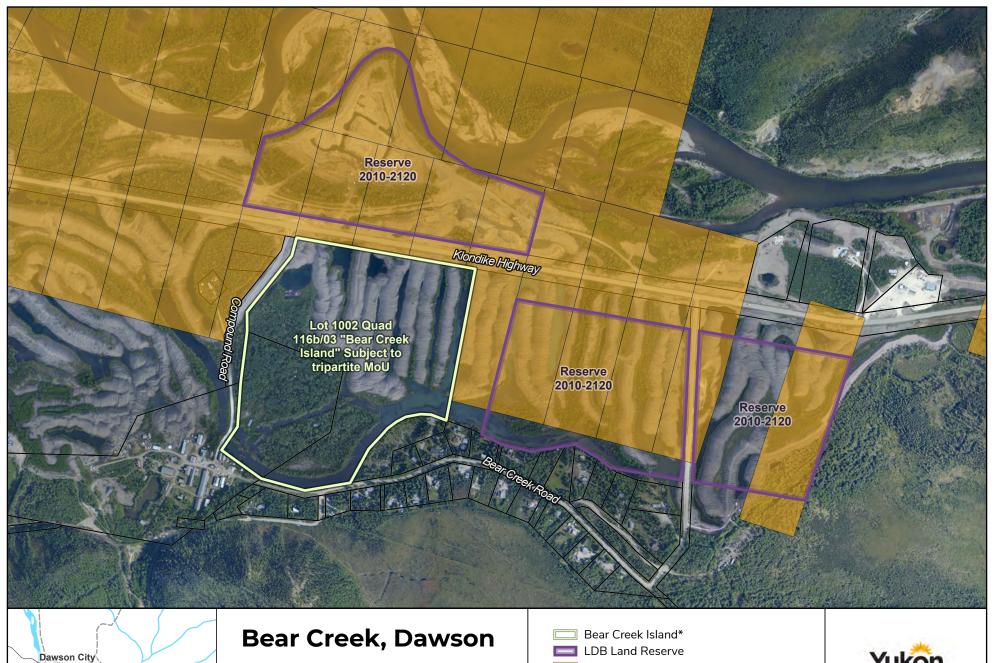
Land Parcels Polygon - Surveyed

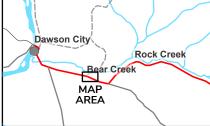




Data credits: Government of Yukon Imagery source: Maxar, 2021-07-21 Drawn by: Land Development Branch Date: 2022-09-28

Projection, NAD 1983 Yukon Albers





500 Metres Scale: 1:10,000 Yukon Albers Projection, NAD 1983

Placer Claims - Owner: Martin Knutson

Land Parcels Polygon - Surveyed

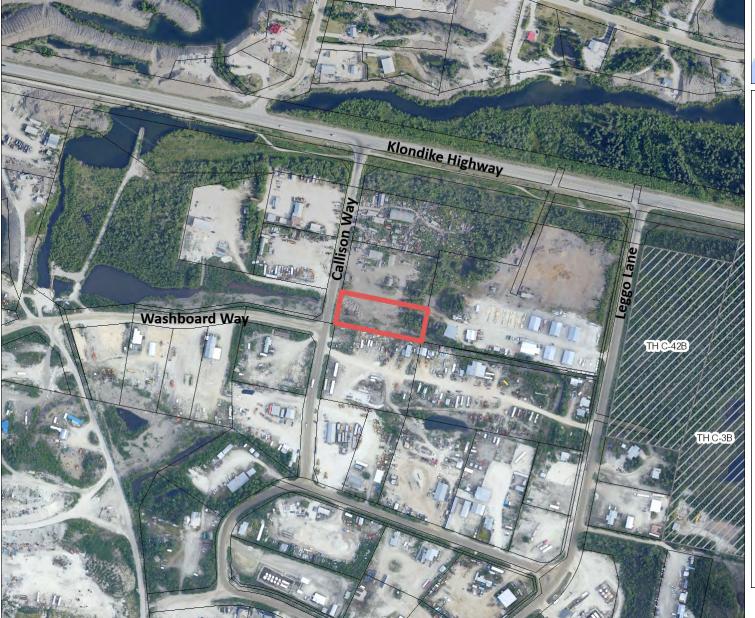
* PCA Bear Creek lot boundary following 2021 survey



Data credits: Government of Yukon Drawn by: Geomatics Yukon Date: 2022-07-26



Callison Infill Lot





Legend

First Nation Settlement Lands - Surveyed

- A: Surface and Subsurface
- B: Surface Rights
- FS: Fee Simple
- 4.1.1 Retained Reserve

First Nation Traditional Territories - 250k

- Champagne and Aishihik First Nations
- Carcross/Tagish First Nation
- ☐ Inuvialuit
- Kaska Dena Nation (Ross River and Liard)
- ☐ Kwanlin Dün First Nation
- □ Little Salmon/Carmacks First Nation
- ☐ First Nation of Na-cho Nyāk
- Selkirk First Nation
- Tetlit Gwich'in Council
- ☐ Tr'ondëk Hwëch'in
- Ta'an Kwäch'än Council
- □ Teslin Tlingit Council ■ Vuntut Gwitchin First Nation
- Kluane and White River First Nations
- Land Parcels Polygon -
- Surveyed
- Easements Polygon -Surveyed

Notes

0.3 0.13 0.3 Kilometers This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION. Date Printed: 17-May-2022

Projection: Yukon Albers Equal Area Conic 1: 5,000 Produced from: GeoYukon application



Lot 27-2 Dredge Pond Subdivision Dawson City

Lot 27-2 - zoned Country Residential

Surveyed Parcels

Surveyed Easements



