



THE CITY OF DAWSON

AGENDA - COUNCIL MEETING #C24-07

TUESDAY, April 16, 2024 at 7:00 p.m.

Council Chambers, City of Dawson Office

Join Zoom Meeting

<https://us02web.zoom.us/j/87266664156?pwd=bIRxTmZ3NENyelcxTjgxWXFDbUZ1dz09>

Meeting ID: **872 6666 4156**

Passcode: **421652**

1. CALL TO ORDER

2. ADOPTION OF THE AGENDA

1. Council Meeting Agenda #C24-07

3. DELEGATIONS & GUESTS

1. Sgt. Wallace RCMP RE: Introduction of New RCMP Member

BUSINESS ARISING FROM DELEGATIONS & GUESTS

4. PUBLIC HEARINGS

1. Boundary Adjustment Application #24-003: Lot 5 & N 40' of Lot 4, Stewart Menzies Addition
2. Consolidation Application #24-016: E2/3 and W1/3 of Lot 20 and S10' of Lot 19, Block U, Ladue Estate

5. ADOPTION OF THE MINUTES

1. Council Meeting Minutes C24-06 of March 19, 2024

BUSINESS ARISING FROM MINUTES

6. FINANCIAL & BUDGET REPORTS

1. Metrix Group RE: 2023 Audit Planning Letter

7. SPECIAL MEETING, COMMITTEE, AND DEPARTMENTAL REPORTS

1. Callison East Development Project Charter
2. TIA Yukon Compass Conference-Mayor Attendance & Travel Approval
3. Kendrick Property Matter

8. BYLAWS & POLICIES

1. Development Agreement No. 1 Bylaw (#2024-04)- 2nd & 3rd Readings
2. Zoning Bylaw Amendment No. 29 (#2024-05)- 1st Reading
3. Zoning Bylaw Amendment No. 30 Bylaw (#2024-06)- 1st Reading

9. PUBLIC QUESTIONS

10. CLOSED MEETING- Land Related Matter

11. ADJOURNMENT



NOTICE OF PUBLIC HEARING

Boundary Adjustment Application

(Boundary Adjustment Application #24-003)

Subject Property

Lot 5 and N'40' of Lot 4, Stewart Menzies Addition

Date and Time

April 16th, 2024, 7:00pm

Location

Council Chambers, City Hall

Listen to Public Hearing

Radio CFYT 106.9 FM or cable channel #11



As per Bylaw, S.5.1.4.II, upon receiving an application for boundary adjustment, Council must give public notice of the application. Therefore, the City of Dawson is now requesting input from the public regarding the consolidation application of Lot 5 and N'40' of Lot 4, Stewart Menzies Addition.

For more information or to provide your input prior to the public meeting, please contact:

Planning Assistant
Box 308, Dawson, YT Y0B 1G0
PlanningAssist@cityofdawson.ca
867-993-7400 ext. 438



NOTICE OF PUBLIC HEARING

Consolidation Application

(Consolidation Application #24-016)

Subject Property	E 2/3 and W 1/3 of 20 and S'10 of Lot 19, Block U, Ladue Estate
Date and Time	April 16th, 2024, 7:00pm
Location	Council Chambers, City Hall
Listen to Public Hearing	Radio CFYT 106.9 FM or cable channel #11



As per Bylaw, S.5.1.4.II, upon receiving an application for consolidation, Council must give public notice of the application. Therefore, the City of Dawson is now requesting input from the public regarding the consolidation application of E 2/3 and W 1/3 of 20 and S'10 of Lot 19, Block U, Ladue Estate.

For more information or to provide your input prior to the public meeting, please contact:

Planning Assistant
Box 308, Dawson, YT Y0B 1G0
PlanningAssist@cityofdawson.ca
867-993-7400 ext. 438

MINUTES OF COUNCIL MEETING C24-06 of the Council of the City of Dawson held on Tuesday, March 19, 2024 at 7:00 p.m. via City of Dawson Council Chambers.

PRESENT:

Mayor William Kendrick
 Councillor Alexander Somerville
 Councillor Patrik Pikálek
 Councillor Julia Spriggs
 Councillor Brennan Lister

REGRETS:

ALSO PRESENT:

CAO: David Henderson
 AMC: Shelly Musyj
 PDM: Farzad Zarringhalam
 PJM: Owen Kemp-Griffin
 RECM: Paul Robitaille
 PWM: Jonathan Howe

1 CALL TO ORDER

The Chair, Councillor Somerville, called Council meeting C24-06 to order at 7:02 p.m..

C24-06-01 2 ADOPTION OF AGENDA
Moved By: Councillor Pikálek
Seconded By: Mayor Kendrick

That the agenda for Council meeting C24-06 of March 19, 2024 be accepted as presented.

CARRIED UNANIMOUSLY

3 DELEGATIONS & GUESTS

3.1 Cud Eastbound RE: Waste Management

Cud Eastbound presented citizen concerns regarding waste management.

3.2 Justine Hobbs RE: Waste Management

Justine Hobbs presented her concerns regarding waste management.

3.3 Bill Kendrick RE: North End Property & City of Dawson

Bill Kendrick presented his concerns regarding the north end, his property and the City of Dawson.

4 BUSINESS ARISING FROM DELEGATIONS & GUESTS

4.1 Townhall Meeting- Waste Management (Original Motion)**Moved By:** Mayor Kendrick**Seconded By:** Councillor Somerville

That Council directs administration to organize a public townhall session on waste management as soon as possible.

C24-06-02**4.1.2 Amendment of Motion-1****Moved By:** Councillor Pikálek**Seconded By:** Mayor Kendrick

That the main motion be amended to replace the phrase "as soon as possible" with "within two weeks".

CARRIED UNANIMOUSLY

C24-06-03**4.1.3 Amendment of Motion-2****Moved By:** Mayor Kendrick**Seconded By:** Councillor Spriggs

That the main motion be amended to include the word "facilitated" before the phrase "public townhall session".

CARRIED UNANIMOUSLY

C24-06-04**4.1.4 Amendment of Motion-3****Moved By:** Councillor Somerville**Seconded By:** Councillor Lister

That the main motion be amended to include the phrase "to inform the draft implementation plan" after the words "waste management".

CARRIED UNANIMOUSLY

C24-06-05**4.1.1 Townhall Meeting- Waste Management (Original Motion as Amended)****Moved By:** Mayor Kendrick**Seconded By:** Councillor Somerville

That Council directs administration to organize a facilitated public townhall session on waste management, to inform the draft implementation plan, within two weeks.

CARRIED UNANIMOUSLY

C24-06-06**4.2 Bill Kendrick RE: North End Property & City of Dawson****Moved By:** Councillor Somerville**Seconded By:** Councillor Pikálek

That administration prepare a report on the North End property matter raised by the March 19, 2024 Bill Kendrick delegation for Council.

CARRIED 4-0

No vote from the Mayor due to conflict of interest.

5 PROCLAMATIONS

- C24-06-07** **5.1** **UNESCO World Poetry Day (March 21) and National Poetry Month (April)**
Moved By: Councillor Pikálek
Seconded By: Councillor Somerville
- That Council proclaim March 21st, 2024 to be “UNESCO World Poetry Day and April 2024 to be National Poetry Month”, in the City of Dawson.
- CARRIED UNANIMOUSLY
-

6 PUBLIC HEARINGS

- 6.1** **Subdivision Application #24-007: Infill #3 near Callison**
- The Chair called for submissions, and hearing none declared the Public Hearing closed.
-

7 ADOPTION OF MINUTES

- C24-06-08** **7.1** **Council Meeting Minutes C24-04 of February 20, 2024**
Moved By: Councillor Pikálek
Seconded By: Mayor Kendrick
- That the minutes of Council Meeting C24-04 of February 20, 2024 be approved as presented.
- CARRIED 4-1
-

- C24-06-09** **7.2** **Special Council Meeting C24-05 of February 27, 2024**
Moved By: Councillor Somerville
Seconded By: Councillor Lister
- That the minutes of Special Council Meeting C24-05 of February 27, 2024 be approved as presented.
- CARRIED UNANIMOUSLY
-

8 SPECIAL MEETING, COMMITTEE, & DEPARTMENTAL REPORTS

- C24-06-10** **8.1** **Planning– Dredge Pond II Master Plan**
Moved By: Mayor Kendrick
Seconded By: Councillor Somerville
- That Council adopt the Dredge Pond II Master Plan.
- CARRIED UNANIMOUSLY
-

- C24-06-11** **8.2** **Planning– OCP Review – RFP Release**
Moved By: Councillor Somerville
Seconded By: Councillor Pikálek
-

That Council review the attached Terms of Reference and authorize staff to release the RFP for Official Community Plan and Zoning Bylaw comprehensive review.

CARRIED UNANIMOUSLY

-
- C24-06-12** **8.3** **Planning– Subdivision application #24-007 (Infill 3)**
Moved By: Councillor Somerville
Seconded By: Councillor Pikálek
- That Council grant subdivision authority to create proposed infill lot near Callison Subdivision (Subdivision Application #24-007), subject to the following conditions:
1. The applicant enters into a Development Agreement with the City of Dawson for road construction within the Narozny Right-of-way.
 2. The Development Agreement entered into under condition #1 will be registered in the Land Titles Office.
 3. The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.
 4. The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.
- CARRIED UNANIMOUSLY
-
- C24-06-13** **8.4** **Planning– Subdivision Extension– Application #23-011 (West pt of Lots 11 & 12, Block L, Ladue Estate)**
Moved By: Mayor Kendrick
Seconded By: Councillor Somerville
- That Council grant a 12-month extension of the subdivision authority to consolidate Westerly portions of Lots 11 and 12, Block L, Ladue Estate as per the approved Subdivision Application #23-011, subject to the following conditions:
1. The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.
 2. The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.
- CARRIED UNANIMOUSLY
-
- C24-06-14** **8.5** **Member Resolution– Municipal Census and Electors List**
Moved By: Councillor Pikálek
Seconded By: Mayor Kendrick
- That Council receive the Municipal Census and Elections List Report for informational purposes in reference to discussion on a Municipal Census.
- CARRIED UNANIMOUSLY
-

8.5.1 Member Resolution– Municipal Census and Electors List (Mayor)**Moved By:** Mayor Kendrick**Seconded By:** Councillor Somerville

That Council direct Administration to contact the Chief Electoral Officer as soon as possible to initiate conversations regarding compiling an electors list for the City of Dawson municipality.

C24-06-15

8.5.1.1 Motion to Remove From the Table**Moved By:** Mayor Kendrick**Seconded By:** Councillor Pikálek

That the Member Resolution-Municipal Census and Electors List motion be removed from the table.

CARRIED 3-2

C24-06-16

8.6 Admin- Council Approval for Mayor to Attend Chiefs & Mayors Forum**Moved By:** Councillor Somerville**Seconded By:** Councillor Pikálek

That, as per Section 6.01 and 7.01 of Council Remuneration Bylaw No. 2021-10, Council approve the Mayor to attend the Chiefs and Mayors Forum on April 18, 2024, in Whitehorse.

CARRIED 4-0

No vote from Mayor Kendrick due to conflict of interest.

9 BYLAWS & POLICIES

C24-06-17

9.1 Recess**Moved By:** Councillor Somerville**Seconded By:** Councillor Spriggs

That Council take a three-minute recess.

CARRIED UNANIMOUSLY

C24-06-18

9.2 Extend Meeting**Moved By:** Mayor Kendrick**Seconded By:** Councillor Somerville

That Council extend meeting C24-06 not to exceed one hour.

CARRIED UNANIMOUSLY

C24-06-19

9.3 2024 Annual Operating Budget & Capital Expenditure Program Bylaw (#2024-01)- 3rd & Final Reading**Moved By:** Councillor Spriggs**Seconded By:** Councillor Pikálek

That Council give Bylaw 2024-01, being the 2024 Annual Operating Budget & Capital Expenditure Program Bylaw, third and final reading. CARRIED 3-2

- C24-06-20** **9.4** **2024 Tax Levy Bylaw (#2024-02)- 3rd & Final Reading**
Moved By: Mayor Kendrick
Seconded By: Councillor Somerville
- That Council give Bylaw 2024-02, being the 2024 Tax Levy Bylaw, third and final reading.
- CARRIED 4-1
-
- C24-06-21** **9.5** **Fees & Charges 2024 Amendment Bylaw (#2024-03)- 3rd & Final Reading**
Moved By: Councillor Somerville
Seconded By: Councillor Lister
- That Council give Bylaw 2024-03, being the Fees & Charges 2024 Amendment Bylaw, third and final reading.
- CARRIED 3-2
-
- 9.5.1** **Postpone Remainder of Business**
Moved By: Councillor Somerville
Seconded By: Councillor Spriggs
- That Council postpone the remainder of business to the next Council meeting.
- DEFEATED 0-5
-
- C24-06-22** **9.6** **Development Agreement No. 1 Bylaw (#2024-04)- 1st Reading**
Moved By: Councillor Somerville
Seconded By: Councillor Pikálek
- That Council give Bylaw 2024-04, being the Development Agreement No. 1 Bylaw, first reading.
- CARRIED UNANIMOUSLY
-
- C24-06-23** **9.7** **Official Community Plan Amendment No. 11 Bylaw (#2024-07)- 1st Reading**
Moved By: Councillor Somerville
Seconded By: Councillor Lister
- That Council give Bylaw 2024-07, being the Official Community Plan Amendment No. 11 Bylaw, first reading.
- CARRIED UNANIMOUSLY
-
- C24-06-24** **9.7.1** **Zoning Bylaw Amendment No. 31 Bylaw (#2024-08)- 1st Reading**
Moved By: Councillor Somerville
Seconded By: Mayor Kendrick
- That Council give Bylaw 2024-08, being Zoning Bylaw Amendment No. 31 Bylaw, first reading.
- CARRIED UNANIMOUSLY
-
- 10** **PUBLIC QUESTIONS**
-

Cud Eastbound had questions regarding tipping fees and salvaging at the landfill.

Diana Andrew had questions regarding the Townhall Meeting.

Dan Davidson had a question regarding the mill rate.

C24-06-25 **11**

ADJOURNMENT

Moved By: Councillor Somerville

Seconded By: Councillor Lister

That Council Meeting C24-06 be adjourned at 10:58 p.m. with the next regular meeting of Council being April 16, 2024.

CARRIED UNANIMOUSLY

THE MINUTES OF COUNCIL MEETING C24-06 WERE APPROVED BY COUNCIL RESOLUTION #C24-07-XX AT COUNCIL MEETING C24-07 OF APRIL 16, 2024.

Alexander Somerville, Chair

David Henderson, CAO

March 19, 2024

City of Dawson
P.O. Box 308
Dawson City, YK Y0B 1G0

Sent via e-mail: cfo@cityofdawson.ca

Attention: Council Members

Dear Council Members:

Re: 2023 AUDIT PLAN

A. INTRODUCTION

The objectives of this audit plan are as follows:

- a) To communicate clearly with Council our responsibilities in relation to the financial statement audit, and provide an overview of the planned scope and timing of the audit;
- b) To obtain from Council information relevant to the audit;
- c) To provide Council with timely observations arising from the audit that are significant and relevant to Council's responsibility to oversee the financial reporting process; and
- d) To promote effective two-way communication between the auditor and Council.

Clear two-way communication between the auditor and those charged with governance is an integral part of every audit. After reviewing the audit plan, please advise us whether there are additional areas of concern to Council which we should consider.

This letter should not be distributed without the prior consent of Metrix Group LLP and Metrix Group LLP accepts no responsibility to a third party who uses this communication.

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B. SERVICES TO BE PROVIDE

We have been engaged by Council to perform the following services:

a) Audit services

- Audit of the City of Dawson (the “City”) financial statements.

b) Non-audit services

- We have not been engaged to provide any non-audit services.

C. AUDITOR INDEPENDENCE

At the core of the provision of external audit services is the concept of independence. Canadian Auditing Standards recommends that we communicate to Council, at least annually, all relationships between our firm and the City of Dawson that, in our professional judgment, may reasonably be thought to bear on our independence.

We are currently not aware of any relationships between the City and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence. We will provide our annual letter confirming our independence up to the date of our report at the conclusion of the audit.

D. AUDITOR RESPONSIBILITIES

It is important for Council to understand the responsibilities that rest with the City and its management and those that belong to the auditor in relation to the financial statement audit.

Our audit of the City’s financial statements will be performed in accordance with Canadian Auditing Standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the City in accordance with **Canadian public sector accounting standards**. Accordingly, we will plan and perform our audit to provide reasonable, but not absolute, assurance of detecting fraud and errors that have a material effect on the financial statements taken as a whole, including illegal acts whose consequences have a material effect on the financial statements.

Canadian Auditing Standards does not require the auditor to design procedures for the purpose of identifying supplementary matters to communicate to Council.

E. MANAGEMENT RESPONSIBILITIES

Management is responsible for the preparation of the financial statements in accordance with **Canadian public sector accounting standards** and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

F. PLANNED SCOPE AND TIMING OF THE AUDIT

In gathering our audit evidence, we will utilize an approach to the audit of the City that allows us to issue an audit opinion on the financial statements in the most cost-effective manner, while still obtaining the assurance necessary to support our audit opinion. In performing our audit, our work will be focused on, but not limited to, areas that we believe have a higher risk of being materially misstated.

To assess risk correctly, we will require a clear understanding of the City's business and the environment it operates in. We will gain this understanding primarily through discussions with management and staff.

Audit Strategy

Based on our knowledge of the City's operations, we anticipate utilizing a combination of tests of relevant internal controls and substantive procedures (analysis of data and obtaining direct evidence as to the validity of the items such as third-party confirmation). This type of approach is more appropriate when an entity processes a high volume of transactions and has strong internal controls. By obtaining some of our assurance through tests of controls, we can reduce the substantive procedures that are required.

Significant Risks

Significant risks are identified and assessed risks of material misstatement that, in the auditors' judgment, require special audit consideration. We have identified the following significant risks.

Revenue Recognition

Revenue recognition is presumed to be a significant risk in every financial statement audit. Our audit approach will include examining revenue recognition policies as well as reviewing various grant agreements to ensure revenue is being recognized appropriately.

Management Override of Controls

Canadian Auditing Standards stipulates that management override of controls is considered a significant risk in every financial statement audit. To reduce this risk to an acceptable level, our audit approach will include substantive procedures including testing of manual journal entries, reviews of irregular transactions, assessing key estimates for potential bias, and incorporating an element of unpredictability into our audit procedures.

Materiality

Materiality in an audit is used as a guide for planning the nature and extent of audit procedures and for assessing the sufficiency of audit evidence gathered. It is also used in evaluating the misstatements found and determining the appropriate audit opinion to express.

A misstatement, or the aggregate of all misstatements in financial statements, is considered to be material if, in the light of surrounding circumstances, it is probable that the decision of a person who is relying on the financial statements, and who has a reasonable knowledge of business and economic activities (the user), would be changed or influenced by such misstatement or the aggregate of all misstatements. The materiality decision ultimately is based on the auditors' professional judgment.

Canadian Auditing Standards require the use of both quantitative and qualitative factors in determining materiality. In planning our audit, we have concluded that a materiality level of 2% of revenue is appropriate. However, we anticipate that management will record any adjustments that we propose that are of a non-trivial nature.

We may update our materiality if actual amounts differ significantly from the estimates or circumstances suggest particular balances, results or disclosures may impact users' decisions.

Audit Team

We will provide skilled professionals who have experience working on local government audits as follows:

Phil Dirks, CPA, CA	Engagement Partner
Curtis Friesen, CPA, CA	Concurring Partner
Stephen Webber, CPA	Manager
Jad Farhat, CPA student	Junior

Timing of the Audit

Audit planning and interim work will be completed during March 2024.

The year-end audit fieldwork is scheduled to take place during the week of May 6, 2024.

We anticipate presenting the audited financial statements to Council at a meeting in June 2024.

Management Representations

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our report.

G. NEW PUBLIC SECTOR ACCOUNTING BOARD STANDARDS

The following is a summary of recently issued *Public Sector Accounting Board* pronouncements. We encourage the City's accounting staff to review these to determine the potential impact to the City.

Effective Fiscal Years Beginning on or After April 1, 2022

PS 3280 – Asset Retirement Obligations

- Establishes standard that addresses the accounting and reporting of legal obligations associated with the retirement of tangible capital assets.
- Includes obligations associated with solid waste landfill sites covered under *PS 3270 – Solid Waste Landfill Closure & Post-Closure Liability*.
- Earlier adoption is permitted.

Effective Fiscal Years Beginning on or After April 1, 2023

PS 3400 – Revenue

- Establishes a standard that addresses the accounting and reporting of revenue not previously addressed in the CPA Canada Public Sector Accounting Handbook.
- Provides a framework for recognizing revenue by distinguishing between revenue that arises from transactions that include performance obligations from transactions that do not have performance obligations.
- Earlier adoption is permitted.

H. AUDIT FEES

We understand that the City demands value and we strive to provide the highest quality services while working with the City to control costs.

We estimate our audit fees for the 2023 fiscal year will be in the amount of \$22,000. This estimate, which does not include Goods and Services tax or out-of-pocket expenses, is based on the assumption our responsibilities will be limited to the expression of an opinion on the City's financial statements. We will not be required to perform accounting work, prepare working papers, or provide any other non-audit responsibilities.

Additionally, there will be additional one-time fees with respect to the City's adoption of *PS 3280 – Asset Retirement Obligations* which we estimate will be \$2,500 - \$5,000.

I. REQUESTS OF COUNCIL

During the course of your duties as Council, you may become aware of additional areas of concern from an audit perspective that you would like us to address. We welcome discussion on any areas of audit concern that you may have.

Additionally, we request that you inform us (prior to the commencement of our year-end work) whether Council has knowledge of any actual, suspected, or alleged fraud affecting the City.

J. COMMUNICATION OF THE RESULTS

At the completion of our audit, we will communicate to Council matters arising from the financial statement audit. Our communication will include the following:

- Matters required to be communicated to the Council under Canadian Auditing Standards including possible fraudulent activities, possible illegal acts, significant weaknesses in internal control and certain related party transactions;
- Our views about significant qualitative aspects of the City's accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Other matters, if any, arising from the audit that, in our professional judgment, are significant to the oversight of the financial reporting process; and
- Any other matters previously agreed to with Council.

We trust this communication will provide you with an update on the current developments within the accounting profession, as well as clarify our responsibility and audit approach.

Please do not hesitate to contact us about any of the above items or other matters of concern to the City Council.

Yours truly,

METRIX GROUP LLP



Philip J. Dirks, CPA, CA
Partner

cc: David Henderson, Chief Administrative Officer



City of Dawson

Report to Council

Agenda Item	Callison East - Project Charter
Prepared By	Planning and Development
Meeting Date	April 16, 2024
References (Bylaws, Policy, Leg.)	
Attachments	Project Charter

x	Council Decision
	Council Direction
	Council Information
	Closed Meeting

Recommendation

That Council approve and authorize staff to sign the Callison East Project Charter.

Executive Summary

A Project Charter is required to set the direction and delineate the roles and responsibilities between the Yukon Government and City of Dawson in conducting the Callison East Land Development Project. This Project Charter outlines the project objectives, roles and responsibilities, and draft scope of work for the Callison East Land Development Project.

Background

CW24-03-04 Callison East Development Project Charter

Moved By: Mayor Kendrick

Seconded By: Councillor Somerville

That Committee of the Whole review the Callison East Project Charter and forward it to Council for approval.

CARRIED UNANIMOUSLY

Discussion / Analysis

The Project Charter has been reviewed by Administration. It aligns with the OCP Guiding Principles including “Collaborate with Tr’ondëk Hwëch’in”, “Support a strong and diverse economy”, and “Encourage opportunities for local employment”. It also corresponds to the long-term goals of the OCP for economic development, municipal finance, and environmental stewardship.

Fiscal Impact

Signing the Project Charter would have no fiscal impact.

Alternatives Considered

NA

Next Steps

Starting the project and conducting feasibility studies.

Approved by	Name	Position	Date

Project Charter between Government of Yukon and City of Dawson Callison East Land Development Project

The Government of Yukon and City of Dawson are working together to pursue the Callison East future commercial/industrial development area. The project will require coordination and partnership between the two organizations to manage all aspects of the project including the planning, engineering, technical studies, and overall construction and development of the area. This Project Charter outlines the project objectives, roles and responsibilities, and draft scope of work for the Callison East Land Development Project.

1.0 Project Background

The Callison East area has the potential to provide commercial/industrial lots that will help to satisfy commercial and industrial demand currently experienced in Dawson. Depending on the final development layout and density, the area could provide sufficient lot inventory for the municipality over the long-term.

The planning area is approximately 51 hectares in size. Feasibility work is underway and have found that large portions of the area are not suitable for development primarily due to ground conditions. However, geotechnical assessments have found that approximately 15 hectares are potentially suitable for lot development. For the purpose of the master plan, however, the entire planning area will be examined as it relates to access options, greenspace allocations, etc.

The area does not currently have access and will be determined during the master plan process. The land is vacant, unsurveyed Yukon Commissioner's Land. Refer to the attached sketch in Appendix A for the planning area.

The area is subject to the City of Dawson Official Community Plan (OCP) and Zoning Bylaw. The OCP designates the development area as Future Planning and the Zoning Bylaw zones the area also as Future Planning. After approval of the master plan, OCP and Zoning amendments will be sought to reflect the final land uses of the master plan. Direction has also been set for unserviced commercial/industrial development with connection to power and telecommunications.

Time is of the essence due to the complexity and length of time involved in proceeding through the entire land development process to a public lot release. In order for the overall process to be successful, there is a need for all Parties involved to have a clear understanding of their respective roles and responsibilities in this process.

2.0 Project Objectives

The project objectives are to:

- determine the feasibility and development potential of the City of Dawson's Callison East commercial/industrial area, including assessing development costs of preparing the lots for sale;
- develop a master plan for the Callison East commercial/industrial area that provides overall direction and a vision for the subdivision;
- develop preliminary engineering for the development;
- develop detailed engineering, including a Development Agreement for infrastructure such as roads, power and telecommunications;
- implement, construct, develop, and prepare lots for release; and
- engage and consult with Tr'ondëk Hwëch'in, stakeholder and community organizations, and residents.

3.0 Project Management

As this is Government of Yukon land, YG will be the primary project manager, with support from the City of Dawson. Procurement methods will follow applicable YG regulations and standard practices. The City of Dawson will assist YG in the public engagement and communications component of this project.

4.0 Draft Project Workplan (note: subject to change based on new information)

Phase	Notable Tasks	Lead (L) and Support (S)	General Timelines for Completion ¹
Feasibility Work	<ul style="list-style-type: none"> • Environmental • Geotechnical • Heritage 	Government of Yukon (L)	Summer 2024
Callison East Master Plan and Pre-Design Report	<ul style="list-style-type: none"> • Development concept • Recommended zoning, subdivision layout • Preliminary engineering • Class C cost estimates • City of Dawson Council Approval 	Government of Yukon (L) City of Dawson (S)	Spring 2025
OCP and Zoning Amendments	<ul style="list-style-type: none"> • OCP amendment • Zoning Bylaw amendment 	City of Dawson (L) Government of Yukon (S)	Summer 2025
YESAA Process and Decision Document	<ul style="list-style-type: none"> • Project proposal and application • Final Decision Document 	Government of Yukon (L) City of Dawson (S)	Summer 2025
Detailed Design	<ul style="list-style-type: none"> • Development Agreement between City and YG • Detailed subdivision design • Infrastructure design 	Government of Yukon (L) City of Dawson (S)	Fall 2025
Construction and Subdivision Approval	<ul style="list-style-type: none"> • Subdivision approval • Legal Survey • Clearing, grading, road construction, and power/telecommunications improvements 	Government of Yukon (L) City of Dawson (S)	Summer 2026
Lot Release	<ul style="list-style-type: none"> • Appraisals • Lot pricing • Lot release 	Government of Yukon (L)	Summer/Fall 2026

¹ Timelines are preliminary and subject to change

5.0 Callison East Master Plan and Pre-Design Report Roles and Responsibilities

This particular stage in the planning and development process for Callison East warrants a specific outline of roles and responsibilities between the City of Dawson and Government of Yukon. This charter should be updated as the project enters latter stages including detailed design and construction.

City of Dawson	Government of Yukon, Community Services	Consultant Team
<ul style="list-style-type: none"> • Provides logistical support for the public engagement component to the consultant team hired to complete the master plan. • Acts as media spokesperson and main point of contact regarding media or public/community enquiries. • Processes OCP and Zoning amendments that come out of the master plan process. • Advises and provides reviews and comments on the planning, design, and engineering components of the master plan. • Facilitate and support the Consultant Team’s presentation of the final master plan and pre-design report to Council. 	<ul style="list-style-type: none"> • Decision maker on all contractual aspects of the master plan and pre-design report, including contract management for the consultant hired to complete the master plan. • Provides funding for the planning, public engagement, engineering, and technical work required to complete the master plan. • Provides funding for community engagement events related to this event including public meeting expenses, advertising, room rentals, catering, and incidentals. • Manages the financial aspects of the project, on a cost recovery basis. • Drafts any Cabinet or Management Board submissions necessary. • Works with the consultant to coordinate and manage the project submission to YESAB for review. 	<ul style="list-style-type: none"> • Prepares, leads, and presents at public engagement events; • Prepares and produces any posters, handouts, and other distribution and display materials for public engagement events. • Coordinates any meetings or workshops involving City of Dawson, Government of Yukon, and other partners; • Compiles and analyzes all data, reports, and background documents; • Coordinates and leads any site visits; • Coordinates and manages any sub-consultants working as part of the team; • Conducts any research associated with the project; • Prepares all reports, maps, documents, and final deliverables associated with the project; • Prepares and submits the project proposal to YESAB for review. • Presents final plans and deliverables if necessary (e.g. presentations to Dawson City Council).

6.0 Callison East Master Plan and Pre-Design Report Deliverables

The final deliverable is expected to be an overall master plan for the study area and preliminary engineering for all infrastructure, grading, and construction work. Components of the final deliverable include:

- final Master Plan concept;
- final subdivision plan. It will include elements such areas as commercial/industrial lots, access and transportation, trails and greenspaces/non developable areas, zoning, and lot lines;
- phasing plan and implementation plan that outlines a detailed step-by-step account of next steps and responsibilities;
- preliminary engineering servicing plan that will include all engineering and servicing requirements for the subdivision. This includes connections to power supply, telecommunications, surface works and storm drainage;
- servicing Class “C” cost estimates based on the Master Plan and pre-design work;
- analysis of estimated long-term operational costs to the City of Dawson including servicing, roads, and other assets; and
- an economic and market analysis of the proposed development including anticipated absorption, market conditions, commercial/industrial lot demand and preferences, lot release models, and cost-recovery models.

7.0 Development Cost Recovery

- YG Community Services will manage the project on a cost recovery basis.
- All costs associated with the planning, engineering, and construction of the development within the study area will be recovered through revenue from future lot sales of YG tenure.

8.0 Risks, Constraints, Assumptions

- Risk in spending resources that may not be cost recoverable if development does not proceed (either due to viability/feasibility issues).
- Risk of lack of community or other governments buy-in of the proposed development scheme (i.e. existing Callison East lot owners not in support of development).
- Risk of uncovering environmental contamination/liability and the accompanying concerns these issues may raise within the community.

9.0 Understanding & Acceptance

We the undersigned support the planning and development of the Callison East area in the City of Dawson for future commercial/industrial development, as per the above.

In recognition that the Yukon is acting as the developer for this project, it is understood that lots will be developed and sold in accordance with the Yukon Lands Act and regulations.

We agree to appoint representatives from our respective organizations to assist with the development of these lands. We hereby provide the Department of Community Services with a mandate to proceed.

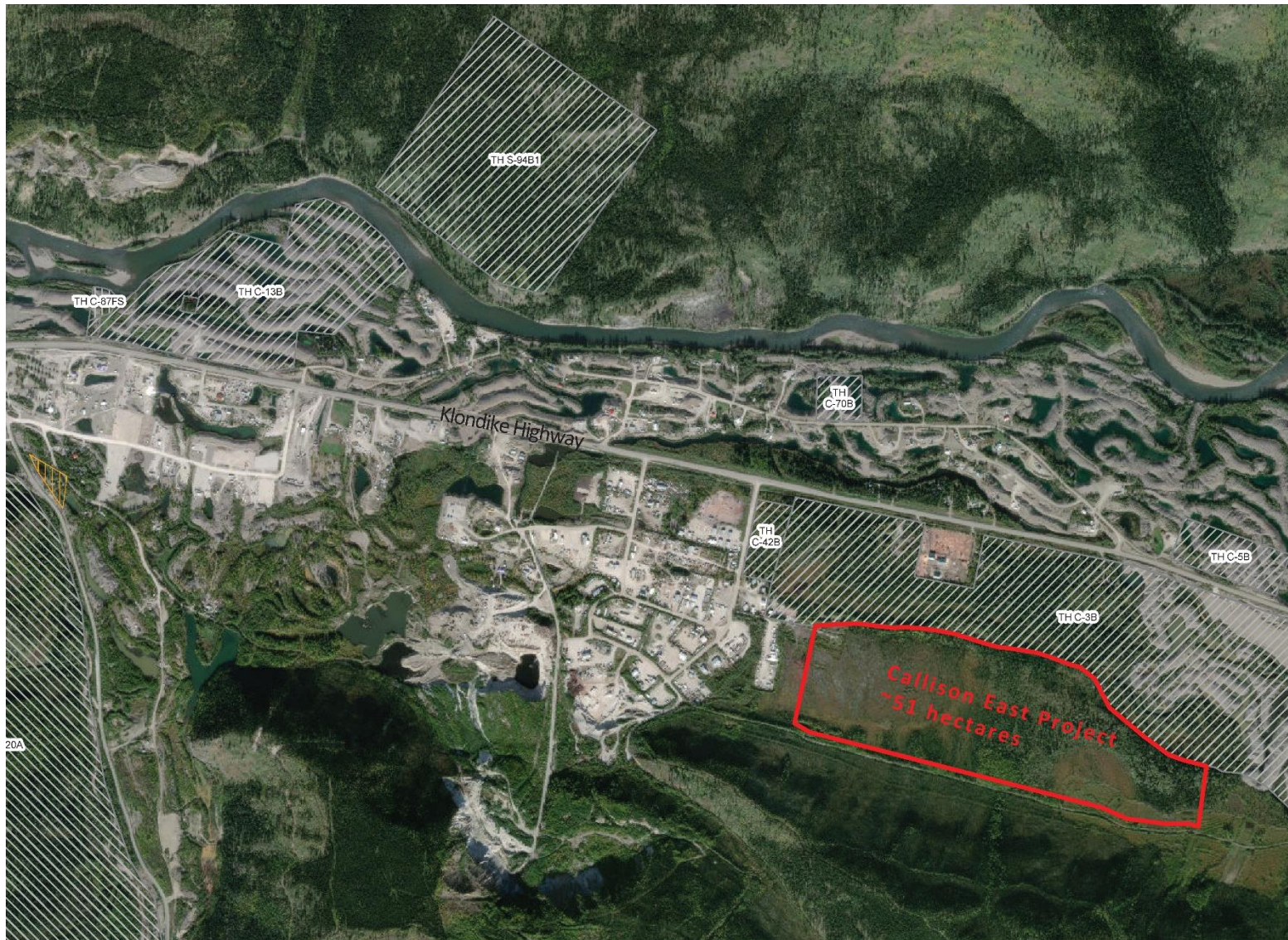
Laura Prentice, Director
Land Development Branch, Community Services
Government of Yukon

Date

David Henderson, Chief Administrative Officer
City of Dawson

Date

Appendix A – Planning Area





City of Dawson

Report to Council

Agenda Item	Preapproval of Mayor Expenses & Per Diem
Prepared By	David Henderson
Meeting Date	March 19, 2024
References (Bylaws, Policy, Leg.)	Council Remuneration Bylaw Council Travel Bylaw
Attachments	Invitation letter

<input checked="" type="checkbox"/>	Council Decision
<input type="checkbox"/>	Council Direction
<input type="checkbox"/>	Council Information
<input type="checkbox"/>	Closed Meeting

Recommendation

That Council approve travel and per diems for the mayor to attend the 2024 Tourism Industry Association of the Yukon (TIA) Tourism Spring Conference, now rebranded as "**Compass**". This event is scheduled to take place on April 25 and 26, 2024, in Whitehorse, Yukon.

Please see the attached Invitation from TIA.

Executive Summary

Annual conference focuses on Tourism Development and issues within the Tourism Industry in the Yukon

Background

TIA Yukon has suspended their annual spring conference for 4 years due to COVID and this years conference represents the restart of the event. KVA is represented at the conference and the TIA Executive Director, Dylan Soo, has reached out to the Mayor directly encouraging his attendance given Dawson's position in the territorial tourism market.

The event is scheduled for April 24, 25 <https://tiayukon.com/compass2024/>

Discussion / Analysis

Given The City of Dawson's significant position in the Yukon Tourism market the City's presence at the Conference may be valuable. The Mayor will have to evaluate the value received relative to time commitments and cost and recommendations on future attendance following his experience this year .

Fiscal Impact

If approved the travel, accommodation and per diem costs will be covered by the municipality.

Alternatives Considered

Not approving would mean not participating in the forum or Participating without reimbursement of expenses.

Next Steps

If approved mayor Kendrick can proceed with scheduling

Approved by	Name	Position	Date
	<i>David Henderson</i>	CAO	4/9/2024

TIA YUKON'S SPRING CONFERENCE

Compass

His Worship, Bill Kendrick
Mayor of Dawson City
P.O. Box 308
Dawson City, YT
Y0B 1G0

April 9, 2024

Dear Mayor Kendrick,

It is my pleasure to extend to you a formal invitation on behalf of the Tourism Industry Association of Yukon (TIA Yukon) to attend the highly anticipated return to the annual Tourism Spring Conference, now rebranded as Compass. This significant event is scheduled to take place on April 25 and 26, 2024, in Whitehorse, Yukon.

After a four-year hiatus due to the global pandemic, the return of our Spring conference is met with immense enthusiasm from industry partners. As we navigate through these dynamic times, there is an eagerness within the tourism sector to reconvene, exchange insights, and collectively shape the path forward for Yukon tourism.

The 2024 Compass Conference represents a pivotal moment for our industry, a celebration of resilience. Under the theme "Inspired By Values," this conference will serve as a platform for meaningful discussions, insights, and actionable strategies aimed at rejuvenating Yukon's tourism landscape.

We invite you to join us at this gathering, where you will have the opportunity to engage in thought-provoking dialogue and to gain invaluable perspectives to propel your endeavors within the tourism sector.

For further details regarding the conference program and registration process, we encourage you to visit our website at <https://tiayukon.com/compass2024/>. Should you require any additional information or assistance, please do not hesitate to contact our office at 668-3331.

We sincerely hope you will accept our invitation and join us for what promises to be a memorable and impactful event.

Thank you for your attention, and we eagerly anticipate the opportunity to welcome you to Compass.

Warmest regards,



Dylan Soo
Executive Director
TIA Yukon

tiayukon.com



From: [Bill Kendrick](#)
To: [CAO Dawson](#); [Municipal Clerk](#)
Subject: Fw: TIA Yukon Compass Conference Invite
Date: April-09-24 12:55:54 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Mayor of DC - Bill Kendrick - Compass Invitation 2024.pdf](#)
Importance: High

Hello CAO Henderson,

Please add the correspondence attached to our April Council meeting next week and/or prepare the remuneration/travel support item for the agenda (or for during business arising from correspondence) at the meeting to enable the possibility of attendance, thank you.

William (Bill) Kendrick
Mayor

(867) 993-3319

The City of Dawson
P.O. Box 308
Dawson City, Yukon
Y0B 1G0
www.cityofdawson.ca
bill.kendrick@cityofdawson.ca

I acknowledge and respect that I live and work within the traditional territory of the Tr'ondëk Hwëch'in, whose ancestors have lived along the Yukon River for millennia.

Statement of Confidentiality

This message (including attachments) may contain confidential or privileged information intended for a specific individual or organization. If you have received this communication in error, please notify the sender immediately. If you are not the intended recipient, you are not authorized to use, disclose, distribute, copy, print or rely on this email, and should promptly delete this email from your entire computer system.

From: Dylan Soo <dylan.soo@tiayukon.com>
Sent: April 9, 2024 12:22 PM
To: Bill Kendrick
Subject: TIA Yukon Compass Conference Invite

Hi Bill,

Hope things are well for you. We have the Klondike Visitor Association participating as part of our conference to ensure that Dawson is a big part of our tourism puzzle. For that reason, I am sending you an official invite to attend our conference happening in a few short weeks April 25 and 26 in order to collaborate on ways to support the growth of economic and social vibrancy of the Dawson region. Please do not hesitate to reach out to me directly should you wish to discuss how the conference can support Dawson further. Thank you.



Dylan Soo (he/him)

Executive Director

Office: (867) 668-3331 | Cell: (867) 335-0212

tiayukon.com

#3-1109 Front Street, Whitehorse, Yukon, Y1A 5G4



We acknowledge that we live, learn, work, and play on the traditional territories of the Kwanlin Dūn First Nation and the Ta'aan Kwāch'an Council, and all Yukon First Nations, without whose generosity, wisdom, and stewardship Yukon tourism would not exist.

[The voice of Yukon's tourism industry](#)



City of Dawson Report to Council

Agenda Item	Kendrick Property
Prepared By	David Henderson CAO
Meeting Date	April 16, 2024
References (Bylaws, Policy, Leg.)	Property Sale policy
Attachments	<ol style="list-style-type: none"> 1. 2009 Letter 2. Nov 2021 RFD 3. YEHS Permit (Pending) 4. 2021 Council Minutes 5. YEHS Permit Follow up 6. Letter – Kendrick Property – 30 Days For Info 7. Letter – Kendrick Property – enforcement 8. Kendrick LOO – Septic 9. Kendrick LOO - Residence

	Council Decision
	Council Direction
x	Council Information
	Closed Meeting

Recommendation

The City of Dawson Forwarded a letter to Mr. Kendrick on Feb 19, 2024, summarizing outstanding issues related to Mr. Kendrick's septic tank being located on Municipal property and multiple encroachment issues related to the primary residence and an associated structure. The City has been dealing with the septic tank issue since October 2021. The encroachment issues have been clearly defined since the availability of a 2019 property survey produced for the North End.

The Feb 19 letter outlined multiple steps to deal with the identified issues including:

1. The requirement for Mr. Kendrick to sign a License of Occupation with the City giving him the legal right to locate the septic tank in its current location, on Municipal property up to Dec 31st, 2024. By this date the tank must be removed from the location and the property remediated if necessary.
2. The requirement to sign a License of Occupation for the encroachment of the residence onto Municipal property, renewable at the discretion of municipal council subject to future alternative planned uses for the property.
3. The requirement to move an associated structure off Municipal property, conditional on the purchase of the property where it will be located on and a timeline for the movement agreed upon with the City.
4. The requirement to purchase adjacent property parts to satisfy additional encroachment issues utilizing existing City policies on property sales and that an Agreement-in-principle for the recommended land transactions be in place by March 31st, 2024.

Mr. Kendrick appeared as a delegation to council on March 19th, 2024, objecting to the City position and requirements. In response, City Council directed the CAO to prepare this report on the issue for City Council consideration.

This report focusses on information deemed most pertinent to the issues.

Based on the information identified herein, it is recommended:

That City Council endorse the requirements outlined in the February 19th letter from the City of Dawson To Mr. William Kendrick, with the understanding that the deadline for compliance will be changed from March 31,2024 to May 31st, 2024.

Executive Summary

In or about Sept of 2021 Mr. Kendrick's septic tank failed. Mr. Kendrick applied for a permit from Yukon Environmental Health Services (YEHS) to replace the septic tank. YEHS reached out to the City of Dawson (the "City") requesting confirmation that Mr. Kendrick owns the property on which his tank is located. It was determined, through a site survey obtained by the City in 2019, that the septic tank is located on a legally open road right of way and not on property owned by Mr. Kendrick. Administration determined that there was no record of any agreement with Mr. Kendrick or any indication that Mr. Kendrick was the legal owner of the property where the septic tank is placed, or that Mr. Kendrick had any legal right to access or use the property.

Mr. Kendrick then requested a License of Occupation (LOO) or a Land Sale (intent or agreement) from the City in efforts to legitimize the location of his septic tank, as well as to obtain YEHS approval to replace it.

The main dwelling and accessory structures located on Mr. Kendrick's property are also encroaching on the open roadway, Lots 4 and 5. The septic field and tank are located on the road right of way adjacent to the south 25 ft of Lot 4. The road is currently not in use but remains a legally open roadway and is the property of the City.

City Administration confirmed with YEHS that the City's approval of the replacement of the septic tank was dependent on Mr. Kendrick entering into a LOO with the City of Dawson. YEHS issued Mr. Kendrick a permit to install the septic tank, with the wording "***Pending approval from the City of Dawson***". No such approval was obtained or has ever been obtained from the City.

On Nov 24, 2021 Council adopted by resolution:

That Council direct Administration to draft a one-year License of Occupation with the applicant for the east half portion of the road right of way adjacent to the south 25 ft of Lot 4 Block G, Government Addition for the purpose of addressing the applicant's time sensitive, temporary septic tank replacement with the following condition placed on the LOO: upon expiry of the LOO the applicant will remove the septic tank from and remediate any contamination on the City property.

The City Planning and Development Manager (PDM) shared this wording with Mr. Kendrick by email in Nov 2021.

Mr. Kendrick installed the septic tank in Nov / Dec of 2021. YEHS approval was subject to approval by the City. The City's approval was dependent on Mr. Kendrick signing the LOO.

In February of 2022 the Chief Administrative Officer (CAO) and PDM provided Mr Kendrick with the LOO and asked that two copies be signed by Mr. Kendrick.

Over the following 8 months, the CAO, PDM, and acting CAO made repeated attempts to secure signed copies of the LOO from Mr. Kendrick. Mr. Kendrick indicated his intention to sign the LOO multiple times but did not do so and instead raised issues and questions regarding, among other things, area development, insurance issues, unavailability and then recommendations to change the wording and specifically remove the reference to remediate and remove tank at 1 year.

In August of 2022, a YEHS Officer contacted Mr. Kendrick indicating:

Thank you for the documents. Your permit was pending approval based on if Dawson City permitted you to have the septic system placed on the two lots. Did you receive permission from the City of Dawson?

Mr. Kendrick replied to the YEHS Officer, as follows:

I did receive approval contingent on me signing a license of occupation... I'm still waiting to hear back from my insurer. Upon reflection I have some issues with their proposed license of occupation terms. The previous tank and overall system was permitted back in 2006. Not sure why I need to promise to remediate the land as a result; I believe the land needs to be sold to me. Happy to chat further if you'd like. In the meantime I'm waiting for my insurance agent to get back to me.

On October 16, 2023, a YEHS Officer further identified:

As per our conversation this morning. Below is what is still required for your permit to be issued.

- ***A document stating that you have permission from the City of Dawson to place your septic tank where you indicated on your application.***

Further delays in resolving this issue with Mr. Kendrick resulted from City staff turnover. In October of 2022, the City's then PDM left her position with the City. Shortly thereafter the CAO was off work due to medical reasons and in late November left her position with the City. The City's new PDM and new CAO were tasked with following up on the status of the unsigned LOO in Feb/March of 2023. The new PDM exited her roll in June of 2023 and a further new PDM was tasked with working on the file.

From May of 2023 to August 2023 the new CAO engaged in repeated discussions on the issue with Mr. Kendrick. Mr. Kendrick indicated that he had extensive additional information relevant to the issue that he would package and deliver to the CAO.

On or about Sept 15, 2023, the CAO summarized the septic tank and property encroachment issue and asked that Mr. Kendrick provide the additional information he advised he had within 30 days. On Oct 16, 2023, Mr. Kendrick indicated to the CAO more information was forthcoming but was not ready yet.

In February 2024, the CAO sent a letter to Mr. Kendrick advising that he is required to sign the LOO (which had been updated to 2024) by March 31st, 2024, as well as sign a LOO for the house encroachment on the roadway and the requirement to purchase certain portions of City land to resolve encroachments from other buildings, all in accordance with the City's Sale of Municipal Lands Policy.

Mr. Kendrick has now addressed Council as a delegation, suggesting there is new information of which Council was not aware, that changes his situation.

The new information appears to be a letter from 2009 and council resolutions regarding North End Development. The 2009 letter is not new, and the resolutions referred to do not appear to materially change the issue(s) at hand.

What is clear is that:

- Mr. Kendrick installed the septic tank on City property.
- Mr. Kendrick had a YEHS Permit that was conditional on the City's approval, which he acknowledged.
- The City's approval was conditional on Mr. Kendrick signing the LOO for the septic tank, which Mr. Kendrick acknowledged.
- The key conditions of the LOO were provided by the PDM to Mr. Kendrick in Nov 2021.
- City Managers asked for 2 copies of the signed LOO in Feb 2022
- Mr. Kendrick indicated multiple times that he intended to sign the LOO.
- Over a period of 6-8 months Mr. Kendrick delayed signing the LOO for a variety of reasons.
- Mr. Kendrick has not signed the LOO and thus does not have the City's approval and the YEHS permit remains "pending" as per YEHS.
- When the new CAO began following up on the issue Mr. Kendrick repeatedly asked for additional time to provide additional information.
- The information that Mr. Kendrick appears to rely on as critical "new information" is a letter from the City dated 2009 stating that the residential property "complies with siting for the North End and it also complies with applicable development and zoning restrictions for the City of Dawson". It is not clear what this refers to specifically and it appears that the property owner did not procure a survey of the property. In 2019 a property survey of the area clearly identifies multiple property encroachments
- Further "new Information" appears to refer to planned development of the North End and reference to council resolutions for additional work and area discussions. The status of further North End development is currently uncertain. Information in this area does not materially change the fact that a septic tank was installed on municipal property without municipal or Yukon Environmental approval.
- Council has indicated that they expect staff to enforce corrective action on the issues identified.

Background

1. **Septic System** – Mr. Kendrick has a septic tank and weeping bed located on City property (3rd avenue, a roadway that is legally “open”). The septic tank failed in Sept 2021 or earlier and was replaced in or about Nov 2021.

A permit to install the septic tank is required from YEHS, which cannot be issued without the City’s authorization as it is located on City owned land.

City staff were directed by City Council resolution to require Mr. Kendrick to sign the LOO to allow the septic tank to be temporarily located on City property. This was a license to use the property subject to certain terms and conditions. The LOO was to be applicable for one year following which the tank was to be removed and the property remediated. This was to be a temporary measure to facilitate dealing with a failed tank at the start of winter.

YEHS approved the new septic tank “contingent on City of Dawson Approval”. City staff advised YEHS that the City would require Mr. Kendrick to enter into a LOO.

City staff provided Mr. Kendrick with the key wording to be included in the LOO, including that it would be temporary, applicable for one year, requiring the removal of the septic tank after one year and remediation of the site.

City staff pursued the signing of the LOO by Mr. Kendrick over a period of 8 months. While indicating repeatedly that he would be signing the document, Mr. Kendrick did not sign the LOO and cited a variety of concerns over this period.

Among other things, Mr. Kendrick referenced the future development of the North End, neighbors with similar issues, concerns that his insurance may be an issue, and finally a simple disagreement with the specific reference to one year and remediation. The specific reference to one year and remediation were included as terms in the LOO at the direction of City Council. As noted, these terms were specifically identified to Mr. Kendrick prior to him moving forward with the installation of the septic tank.

2. **Property Encroachment** – The septic tank issue brought the issue of property encroachment to the attention of City staff and City Council. A survey was made available to the City in 2019 which confirmed, among other things, that Mr. Kendrick’s house encroaches on 3 separate City owned properties. Mr. Kendrick’s garage / shed also encroaches on 2 separate City properties.

The issue has been ongoing for some time, as noted in the Report For Council of Nov 15, 2021:

In 2011, the applicant wrote to the CDO requesting to purchase part of City-owned lots 3, 4, and 5, which was not approved by Council. Additionally, in 2014, the applicant engaged in conversations with the CAO regarding a License of Occupation for the land in question, which also was not approved. The applicant references this history in letters addressed to the City in 2018.

In 2018 The City of Dawson received two letters from William Kendrick requesting the purchase of land. Letter #1 requested the purchase of a part of Lot 3 and a part of Lot 4, Block G, Government Addition. Letter #2 requests the purchase of Lots 1 and 2, Block G, Government Addition on behalf of his company, Sol-Terra Water and Energy. These requests were not approved by Council.

Upon review of the property in the current discussion it is clear that an extensive amount of City owned property is being used and accessed by Mr. Kendrick. While the land is being used, it is not incurring any property tax. In the past, Mr. Kendrick had approached City Council with requests to purchase portions of the City’s property to deal with these encroachment issues. Mr. Kendrick also requested that various pieces of the lands in question be transferred to him. The City previously rejected these requests.

The probability of future development in the area has declined for a variety of reasons and, as such, administration now recommends that various parts of land be sold to Mr. Kendrick in accordance with the Sale of Municipal Lands Policy.

These recommended property sales are conditional on the septic tank issue being satisfactorily dealt with and are viewed as one part of a solution to multiple encroachment issues.

Resolving the encroachment issues also requires a LOO on a portion of the House and the requirement that the shed / garage be moved.

Discussion / Analysis

Septic System –

Mr. Kendrick has indicated that there is a historical record of the City committing to service the property and correcting the various issues through the development of the North End. The argument is that the septic tank should remain in place until sewage services are installed and available to the property.

It is reasonable to conclude that the City will not invest in further servicing or redevelopment of the North End beyond the current North End project given concerns about the Moosehide slide and poor ROI on further investment.

The protracted process of trying to secure Mr. Kendrick's signature and compliance has added 2 years to the timeframe of the LOO.

The Insurance issue cited by Mr. Kendrick is an issue between Mr. Kendrick and his insurance provider and should not involve the City.

Mr. Kendrick has installed a septic tank on municipal property without municipal approval and without a YEHS Permit (still identified as "pending").

6 – 8 months after agreeing to sign the LOO, having notice of the terms of the LOO, knowing that his ability to obtain a YEHS permit depended on him signing the LOO, and after installing the septic tank without proper approvals, Mr. Kendrick determined that he did not agree with the conditions of the LOO.

The City has dealt with Mr. Kendrick in a fair and reasonable manner, including the reasonable requirement that Mr. Kendrick enter the LOO or require that the septic system be moved.

The "new" information that Mr. Kendrick has referred to is a 2009 letter from the City stating the property Mr. Kendrick purchased complied with the City's bylaws. However, the issue here is with encroachments and use of City owned property, not bylaw compliance. The City has access to a 2019 survey that confirms these encroachments.

Allowing use of City property by private property owners, without a license or other use or occupation agreement opens the City up to potential significant liability risks.

Encroachments

As the City is aware of these issues and the risks associated with this unauthorized use of City property, it is appropriate that the City take steps to deal with such encroachments to ensure proper usage of its property.

Mr. Kendrick purchasing portions of City property at rates set under the City's policies, relocating moveable buildings to ensure no encroachments, and entering into an LOO for encroachments by buildings that cannot easily be moved on land that cannot be easily sold are all reasonable requirements by the City, as a land owner and neighboring property owner to Mr. Kendrick's property.

Fiscal Impact

Enforcement of the requirement that Mr. Kendrick resolve these encroachments and enter into the LOO and abide by the identified conditions may result in additional legal costs if Mr. Kendrick decides to challenge these requirements in court.

Requiring Mr. Kendrick to purchase City property will financially benefit the City from the purchase funds and from a minor increase in taxation revenue. Alternatively, a failure to take any enforcement steps would open the City to risks of liability, including remediation costs related to the septic tank and other risks associated with unauthorized use of City land.

Alternatives Considered

The City could choose to not act on either the septic issue or the property encroachment issues. Doing so will raise questions in the community about the validity of any future enforcement actions, particularly where the public uses City owned lands for its own benefit without authorization or compensation.

City Council could amend the License of Occupation pertaining to the septic tank by adding the following words to clause 3.01 And shall be renewable annually by the homeowner at the sole discretion of the municipality, which discretion does not need to be exercised reasonably, and which is at all times remains subject to future alternative planned uses for the roadway." Which reflects language in place on the LOO required for the residential structure encroachment.

Next Steps

Enforcement actions are currently in process regarding the septic tank and encroachment issues. The process had identified a compliance date of March 31st 2024. This date has now passed, pending a report to Council.

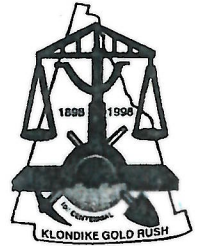
If Council approves the recommendation identified in this report City staff will set a new compliance date and proceed with enforcement if compliance with the City's requirements are not met by that date.

Approved by	Name	Position	Date
	<i>David Henderson</i>	CAO	4/12/2024



THE CITY OF DAWSON

P.O BOX 308, DAWSON CITY, YUKON Y0B 1G0
PH: (867) 993-7400, FAX: (867) 993-7434



DAVIS LLP

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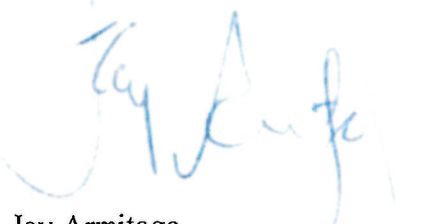
Graham Lang
Davis & Company
Suite 200, 304 Jarvis Street
Whitehorse, Yukon
Y1A 2H2

Dear Graham,

Re: Northerly Thirty-Two Feet of Portion of Lot 3 & Southerly One-Quarter of Lot 4, Portion 1, Block G, Plan 8338A, Government Addition, Dawson City, Yukon Territory currently in the name of Peter Maxwell.

The above noted property currently complies with siting for the North End and it also complies with the applicable development and zoning restrictions for the City of Dawson. Should you have any further questions regarding this property please feel free to give me a call.

Sincerely,


Jay Armitage
Community Development Officer
City of Dawson
867-993-7400



Report to Council

For Council Decision For Council Direction For Council Information

In Camera

SUBJECT:	Land Request: Right of Way Adjacent to N 32.5 ft of Lot 3 + S 12.5 ft of Lot 4, Block G, Government Addition	
PREPARED BY:	Stephanie Pawluk, CDO & Stephani McPhee, PDA	ATTACHMENTS: <ul style="list-style-type: none">• 3 Emails outlining land requests• Environmental Health Approval to replace septic tank, pending City of Dawson approval
DATE:	November 15, 2021	
RELEVANT BYLAWS / POLICY / LEGISLATION:	Official Community Plan Zoning Bylaw North End Plan Sale of Municipal Lands Policy Encroachment Policy	

RECOMMENDATION

That Council direct Administration to draft a one-year License of Occupation with the applicant for the east half portion of the road right of way adjacent to the south 25 ft of Lot 4 Block G, Government Addition for the purpose of addressing the applicant's time sensitive, temporary septic tank replacement with the following condition placed on the LOO: upon expiry of the LOO the applicant will remove the septic tank from and remediate any contamination on the City property.

PURPOSE

To address the land request from applicant William Kendrick (the applicant) to authorize the replacement of his septic tank that lies on the City-owned road right of way adjacent to Lot 4, Block G, Government addition.

BACKGROUND

In 2011, the applicant wrote to the CDO requesting to purchase part of City-owned lots 3, 4, and 5, which was not approved by Council. Additionally, in 2014, the applicant engaged in conversations with the CAO regarding a License of Occupation for the land in question, which also was not approved. The applicant references this history in letters addressed to the City in 2018.

In 2018 The City of Dawson received two letters from William Kendrick requesting the purchase of land. Letter #1 requested the purchase of a part of Lot 3 and a part of Lot 4, Block G, Government Addition. Letter #2 requests the purchase of Lots 1 and 2, Block G, Government Addition on behalf of his company, Sol-Terra Water and Energy. These requests were not approved by Council.

On September 29th, 2021, Yukon Environmental Health Services reached out to Administration requesting confirmation that Mr. Kendrick owns the property on which his septic field and tank is located. Given that the septic tank and field is located on a legally open road right of way, this request could not be validated by Administration. As such, adjacent property owner Bill Kendrick, requested a License of Occupation or a Land Sale (intent or agreement) in efforts to legitimize the location of his septic tank, as well as to acquire Environmental Health approval to replace it.

The main dwelling and accessory structures are encroaching on Lots 4 and 5. The septic field and tank exist on the road right of way adjacent to the south 25 ft of Lot 4. The road is currently not in use but remains a legally open roadway.

A road closure bylaw is something to be addressed through Phase II of North End Planning. Additionally, an existing issue that has been confirmed by the Land Titles Office is that there is “no active road title in Government Addition”. This means the City of Dawson does not have title, and therefore does not technically own this road right of way. Land Titles is currently working to resolve this issue since all road right of ways in the Historic Townsite should be titled to the City of Dawson. As such, it is currently understood that it will be possible for the City to grant a LOO on this land, even though title has not yet been officially raised to the land.

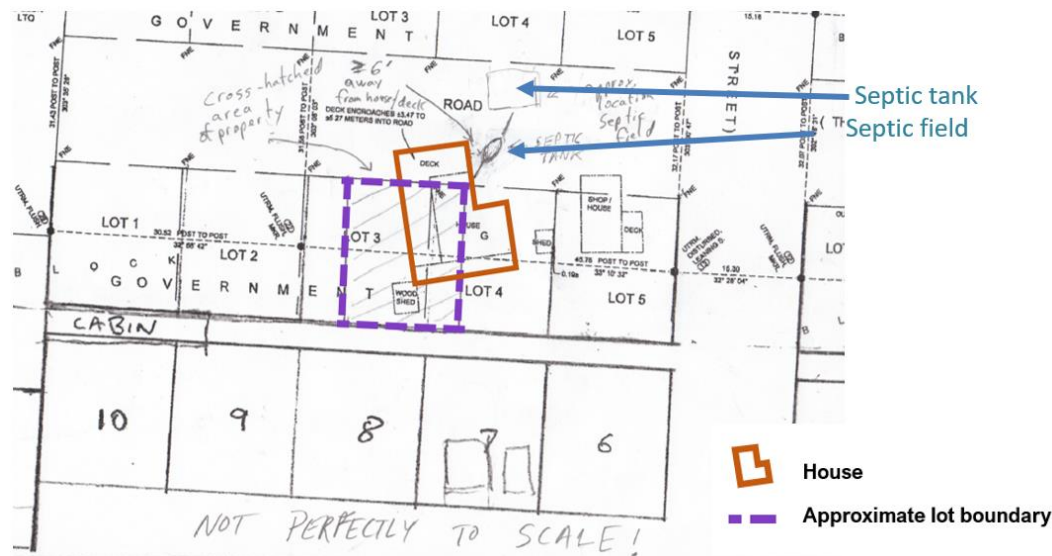


Figure 2. Context map

ANALYSIS / DISCUSSION

Applicant Requests

The applicant’s septic tank has been irreparably damaged. The applicant is requesting that the City provide authorization to use the land to install a new septic tank by way of a LOO, Intent to Sell letter, or Land Sale Agreement. The property owner cannot install a new septic tank without City authorization for two reasons:

1. A development permit is required, which cannot currently be issued, given that it is on City-owned land.
2. Yukon Environmental Health Services cannot issue a permit without City authorization, given that it is on City-owned land.

The property owner is requesting the City address this septic situation immediately by way of a short-term solution, but also included a request to address the other encroachment issues by way of a permanent solution in the future: “[i]n the longer term, I would like the City to fully address my long standing request to purchase the land that my home, infrastructure and accessory buildings sit on.”

The applicant provided seven options in his request, including five differing amounts of land to be considered for a LOO, and two differing amounts of land to be considered for a land sale agreement. The amounts of land requested vary from the land on which the septic tank exists to the entirety of Lot 4 plus the adjacent road right of way. Administration is considering only interim solutions to address the time sensitive septic issue before the North End Phase II work is done at which point all property issues are expected to be addressed.

Official Community Plan

In the OCP, Section 6.0: Land Use Concept identifies the following applicable goals:

- Strive to use a highest and best use approach.
- Protect heritage resources.
- Reduce encroachment issues.

The implementation approaches include:

- Identify lands unsuitable for future development as Parks and Natural Space areas, which should be maintained in their natural state or used for passive recreation.

- Promote a compact development pattern to ensure existing infrastructure is used efficiently and preserve habitat and wilderness areas.
- Work to prevent and reduce encroachment issues, especially in residential areas.

The North End Plan is a part of this implementation approach. Therefore, it is in line with the OCP to consider the recommendations in the North End Plan when considering requests within the planning area.

Zoning Bylaw

The applicant's property is currently zoned R1 – Single Detached/Duplex Residential. The purpose of the R1 zone is to permit single detached and duplex dwellings.

Numerous ZBL compliance issues exist on the applicant's property, preventing the property from being legal and conforming, including but not limited to:

1. The rear setback is non-compliant as the house and deck encroach into the road right of way.
2. The north side setback is non-compliant as it largely encroaches onto City-owned Lot 4 and the road right of way.
3. The south side setback is non-compliant as the deck encroaches into the road right of way.
4. The house straddles two partial, non-consolidated lots.
5. The woodshed is 0ft from the primary structure, therefore does not meet 10ft setback requirement.
6. The accessory structure exists on City-owned Lot 5 and encroaches into the road right of way, which is non-compliant for the following reasons:
 - a. The applicant owns the structure, but not the land on which it exists.
 - b. It exists on a lot that does not have a primary structure, which is non-compliant as per Section 7.1.1.
 - c. The parcel coverage of this structure exceeds the maximum accessory structure parcel coverage as per Section 7.1.5.

Some of the options provided in the applicant's request were intended to resolve the house encroachments in addition to the septic infrastructure; however, Administration recommends that the purpose for this LOO must be solely for the septic field. Other resolutions are to be addressed through Phase II.

Section 5.3.2 of the ZBL states:

“where no municipal services exist, the owner or authorized agent provides a private water supply and sewage disposal system approved in accordance with the authority who has jurisdiction. Proof of the approval must be provided to the development officer.”

Properties in the North End are currently in a difficult situation as water and sewer services do not currently exist; however, these services are to be provided through the North End planning and development projects through two phases. As such, the applicant needs an interim solution until such a time that hooking up to water and sewer services is possible.

North End Plan

The North End Final Concept Plan includes recommendations on the next steps for development in the including new infill lot development and servicing the area with water and sewer. The Plan includes a framework for resolving encroachments, and specifically notes the issue outlined by the applicant. Administration recommends that the encroachments identified on the subject lots be resolved through the planning work once the preliminary design and final proposed lot layout is completed for Phase II.

To approve this request in a permanent manner prior to the final proposed lot layout could be considered short-sighted given that it may result in a lot configuration in this particular location that limits the ability of the City and YG to develop the most optimal lot layout in a forward-thinking manner. In the interest of being fair and transparent, Administration feels that it would be unfair to other potentially interested parties, and would set precedent, if Council were to permanently permit one encroachment within the planning area in advance of the remainder of the other affected lots.

Sale of Municipal Lands Policy

It is Administration's interpretation that this application does not meet s. 4: Criteria for Release as this land is considered “earmarked or under consideration for future use” by the municipality given its location within the North End planning area (s. 4. B) ii. 1)).

Recently, Council has resolved not to pursue land sales to resolve encroachment issues in the North End because of the intent to address all land issues within the North End Project, to maximize the efficiency and land availability. As Administration is not recommending the sale of the subject land at this time, full analysis of the applicability of this Policy is not included.

Conclusion

It is not advisable to entertain an Intent to Sell or Land Sale Agreement or solutions to the other encroachment issues at this time, given:

1. the imminent North End Phase II planning and development work, and
2. the precedent-setting Council decisions that have been made on other land requests in the North End Planning Area. This includes the 2021 decision on Lot 1 and 2, Block K, Government Reserve that elected not to sell a portion of land to the property owner for the purpose of resolving private encroachments onto City-owned land. At Council Meeting #C21-07, Council resolved to:
 1. postpone the decision for the request to purchase Lots 13 and 14, Block K, Government Addition until further engineered subdivision planning begins for Phase II of the North End development.
 2. postpone the decision for the request to tie into municipal servicing until further engineered subdivision planning occurs for Phase II of the North End development.

Administration agrees a temporary solution should be found to accommodate the applicant’s time-sensitive septic problem. A one year LOO can provide an immediate solution to the issue while allowing Administration the necessary time to work out a long-term solution, which could involve negotiating a land sale agreement, to facilitate North End planning work.

IMPLICATIONS

General: This application will set precedent for other situations with non-compliant septic infrastructure encroaching on City land in the future. Going against the precedent that has already been set in the North End regarding encroachments could be perceived as inequitable to other citizens in similar situations.

Financial:

- The applicant is currently not paying taxes on the lands that are being encroached upon.
- Consideration must be given to financial liability associated with decommissioning and clean up of the septic tank and field in the future. This should be addressed in the LOO.

OPTIONS

1. That Council direct Administration to draft a one-year License of Occupation with the applicant for the east half portion of the road right of way adjacent to the south 25 ft of Lot 4 Block G, Government Addition for the purpose of addressing the applicant’s time sensitive, temporary septic tank replacement with the following condition placed on the LOO: upon expiry of the LOO the applicant will remove the septic tank from and remediate any contamination on the City property.
2. Direct Administration not to enter a License of Occupation or Land Sale Agreement and require the applicant to move encroaching infrastructure from City of Dawson property.
3. Postpone any land decision regarding this property until further engineered subdivision planning begins for Phase II of the North End development.

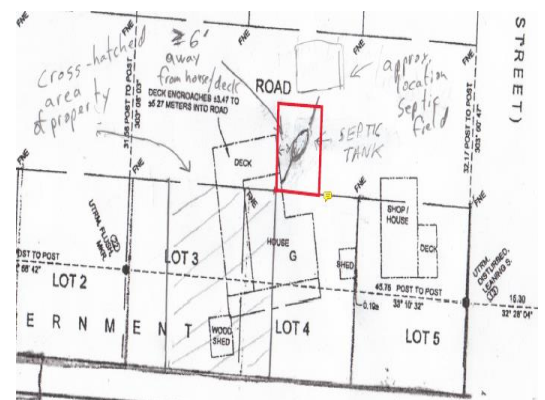


Figure 1. Recommended LOO area

APPROVAL	
NAME:	Cory Bellmore, CAO
DATE:	2021-11-19
SIGNATURE:	<i>C. Bellmore</i>

MINUTES OF COUNCIL MEETING C21-24 of the Council of the City of Dawson held on Wednesday, November 24, 2021 at 7:00 p.m. City of Dawson Council Chambers

PRESENT:

Mayor	William Kendrick
Councillor	Elizabeth Archbold
Councillor	Alexander Somerville
Councillor	Patrik Pikálek
Councillor	Brennan Lister

REGRETS:

ALSO PRESENT:

A/CAO	Paul Robitaille
EA	Elizabeth Grenon
PWM	Jonathan Howe
CFO	Kim McMynn
CDO	Stephanie Pawluk

Agenda Item: Call to Order

The Chair, Mayor Kendrick called council meeting C21-24 to order at 7:00 p.m.

Agenda Item: Agenda

C21-24-01 Moved by Mayor Kendrick, seconded by Councillor Pikálek that Council accepts the Better Building Program Information and discussion as a time sensitive item pursuant to bylaw #11-12 being the Council Proceedings Bylaw; and adds this item to the agenda.
Motion Carried 5-0

C21-24-02 Moved by Mayor Kendrick, seconded by Councillor Archbold that the agenda for Council meeting C21-24 of November 24, 2021 be adopted as amended.
Motion Carried 5-0

Agenda Item: Delegations & Guests

a) Derrick Hastings RE: Waste Diversion

Derrick Hastings:

- Would like to see more emphasis on Hazardous Waste Day. There was only one day in 2021. More days would be a good idea.
- Has been operating his curbside recycling pick-up for the last 6-7 years. Pickup was every two weeks.
- Wants to know how serious Council is on waste management. Will it be worth his time to carry on the recycling pickup because he will continue until there is an established facility and then maybe the City can take over. Needs to know if he can continue with the same arrangement as he had with Conservation Klondike Society (CKS), i.e. drop-off unsorted material and staff can sort it.
- Speaking on behalf of CKS regarding collection of commercial businesses and government buildings recycling, can they bring unsorted material to the new sorting facility?
- Relationship between CKS and the City has broken down over time.
- CKS location downtown was not safe during COVID.
- Moving forward the City should examine its relationship with CKS. One thing that irked him as president of CKS watching over the years the relationship between the City and CKS, was power getting run out to the landfill, study done by Morrison Hershfield, multiple consultants paid, and now new Project Manager for the Diversion Centre. Approximately \$500,000 spent on consultants from outside of the community to discuss waste management. Could have saved this money if the City just talked to CKS and gave them the needed equipment at the time.

Ricardo Ramirez:

- Important for Council to acknowledge what CKS has done for the town.

Agenda Item: Minutes

a) Special Council Meeting Minutes C21-22 of October 13, 2021

C21-24-03 Moved by Mayor Kendrick, seconded by Councillor Pikálek that the minutes of Special Council Meeting C21-22 of October 13, 2021 be approved as presented.
Motion Carried 5-0

b) Special Council Meeting Minutes C21-23 of November 2, 2021

C21-24-04 Moved by Councillor Somerville, seconded by Mayor Kendrick that the minutes of Special Council Meeting C21-23 of November 2, 2021 be approved as amended.
Motion Carried 5-0

- Resolution #C21-23-09- Change the votes from 4-0 to 5-0

Agenda Item: Financial and Budget Reports

a) Accounts payable Report 21-19 Cheques #56867-56914

C21-24-05 Moved by Councillor Somerville, seconded by Councillor Pikálek that Council acknowledges receipt of the Accounts Payable Report #21-19 RE: Cheques #56867–56914; provided for informational purposes.
Motion Carried 5-0

Cheque #	Vendor Name	Further Information
56895	Maximillion's	Why is it non capital equipment?- wasn't a piece of equipment like vehicle, office furniture, etc.
56901	Patrik Pikálek-DC Notary Public	?- Notarizing of City documents. Was done before being elected.

b) Accounts Payables 21-20- Cheques #56915-56991

C21-24-06 Moved by Mayor Kendrick, seconded by Councillor Somerville that Council acknowledges receipt of the Accounts Payable Report #21-20 RE: Cheques #56915–56991; provided for informational purposes.
Motion Carried 5-0

c) Accounts Payables 21-21- Cheques #56992-57033 & EFT's

C21-24-07 Moved by Councillor Pikálek, seconded by Councillor Archbold that Council acknowledges receipt of the Accounts Payable Report #21-21 RE: Cheques #56992–57033 & EFT's; provided for informational purposes.
Motion Carried 5-0

d) Accounts Payables 21-22-Cheques #57034-57078

C21-24-08 Moved by Mayor Kendrick, seconded by Councillor Archbold that Council acknowledges receipt of the Accounts Payable Report #21-22 RE: Cheques #57034–57078; provided for informational purposes.
Motion Carried 5-0

e) Visa Statements May-June

- C21-24-09** Moved by Councillor Pikálek, seconded by Councillor Somerville that Council acknowledges receipt of the Visa Statements July 28-August 27, 2021; provided for informational purposes.
Motion Carried 5-0

f) Third Quarter Variance Report

- C21-24-10** Moved by Mayor Kendrick, seconded by Councillor Pikálek that Council acknowledges receipt of the Third Quarter Variance Report; provided for informational purposes.
Motion Carried 5-0

Agenda Item: Special Meeting, Committee and Departmental Reports

a) Request for Decision: Heritage Advisory Committee Member (HAC) Appointment

Moved by Councillor Somerville, seconded by Councillor Pikálek that Council appoint Stephen Johnson to the Heritage Advisory Committee with a term ending September 30, 2022.

- C21-24-11** Moved by Councillor Somerville, seconded by Councillor Lister that Council postpone the HAC member appointment decision until Council reviews the HAC Meeting minutes.
Motion Carried 3-2

- Council wanted to see the HAC minutes pertaining to the HAC recommendation on the new member. Council wanted to know how HAC evaluated each candidate and how they came to their recommendation.

Mayor Kendrick declared a conflict of interest regarding the License of Occupation for Lot 3 or 4, Block G, Government Reserve at 7:49 p.m.

b) Request for Decision: Consolidation Application (#21-105) Lots 3,4,5,6 & 7, Block LD, Ladue Estate

- C21-24-12** Moved by Mayor Kendrick, seconded by Councillor Somerville that Council approve Consolidation Application #21-105 on the following conditions:
- 1) The applicant successfully passes a Zoning Bylaw amendment to rezone Lot 3 to from R1 to R2 in order to undergo consolidation, in line with the other four lots and to accommodate multi-unit residential as a new use, given that this is the intended direction of development.
 - 2) The applicant submits a Stormwater Management Plan to the satisfaction of the CDO and Public Works Manager.
 - 3) The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.
 - 4) The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.
- Motion Carried 5-0

- Council asked if administration had received an update from Yukon Housing regarding this lot. If not, then Council requested that administration contact them.

Mayor Kendrick left the meeting due to conflict of interest at 7:55 p.m.

c) Request for Decision: License of Occupation- Lot 4, Block G, Government Addition

- C21-24-13** Moved by Councillor Pikálek, seconded by Councillor Archbold that Council direct Administration to draft a one-year License of Occupation (LOO) with the applicant for the east half portion of the road right of way adjacent to the south 25 ft of Lot 4, Block G, Government Addition, for the purpose of addressing the applicant's time sensitive, temporary septic tank replacement with the following condition placed on the LOO: "upon expiry of the License of Occupation the applicant will remove the septic tank from and remediate any contamination on the City property".
Motion Carried 3-1

Mayor Kendrick returned to the meeting at 8:15 p.m.

d) Request for Decision: Emergency Purchase of Skid Steer

- C21-24-14** Moved by Mayor Kendrick, seconded by Councillor Somerville that Council moves to Committee of the Whole for the purposes of asking staff questions regarding the Emergency Purchase of a Skid Steer.
Motion Carried 5-0
- C21-24-15** Moved by Mayor Kendrick, seconded by Councillor Somerville that Committee of the Whole revert to an open session of Council to proceed with the agenda.
Motion Carried 5-0
- C21-24-16** Moved by Councillor Somerville, seconded by Councillor Pikálek that Council approve a budget amendment for \$61,802 from the Admin/Capital Contingency reserve and approve the emergency purchase of a Skid Steer loader/forklift for the interim and permanent diversion centre as per the provided quote.
Motion Carried 5-0

e) Request for Direction: Capital Expenditure- Hydrovac Truck

- C21-24-17** Moved by Mayor Kendrick, seconded by Councillor Pikálek that Council proceeds with the budgeted purchase of a Hydrovac truck based on the budget re-allocation and the attached quotes.
Motion Carried 5-0
- C21-24-18** Moved by Mayor Kendrick, seconded by Councillor Archbold that Council move the time sensitive item to In Camera at the end of the meeting.
Motion Carried 5-0

Agenda Item: Bylaws and Policies

a) Harrington's Store Municipal Historic Site Bylaw (2021-07)- Third Reading

- C21-24-19** Moved by Mayor Kendrick, seconded by Councillor Somerville that Council moves to Committee of the Whole for the purposes of asking staff questions regarding the Harrington's Store Municipal Historic Site Bylaw #2021-07.
Motion Carried 5-0

- Council wanted to know why Parks Canada chose Harrington's Store and Billy Biggs as the two properties for designation as Municipal Historic Sites.

C21-24-20 Moved by Councillor Somerville, seconded by Mayor Kendrick that Committee of the Whole revert to an open session of Council to proceed with the agenda.
Motion Carried 5-0

C21-24-21 Moved by Councillor Lister, seconded by Mayor Kendrick that Council give Bylaw #2021-07, being the Harrington's Store Municipal Historic Site Bylaw, third and final reading.
Motion Carried 5-0

b) Billy Biggs Municipal Historic Site Bylaw (2021-08)- Third Reading

Moved by Councillor Archbold, seconded by Mayor Kendrick that Council give Bylaw #2021-08, being the Billy Biggs Municipal Historic Bylaw, third and final reading.

C21-24-22 Moved by Mayor Kendrick, seconded by Councillor Somerville that Council postpone the Billy Biggs Municipal Historic Site Bylaw (third reading) decision to a Committee of the Whole meeting.
Motion Carried 5-0

c) Zoning Bylaw Amendment No. 13 Bylaw (2021-12)-Third Reading

C21-24-23 Moved by Mayor Kendrick, seconded by Councillor Somerville that Council give Bylaw #2021-12, being Zoning Bylaw Amendment No. 13, third and final reading.
Motion Carried 5-0

Agenda Item: Correspondence

C21-24-24 Moved by Mayor Kendrick, seconded by Councillor Pikálek that Council acknowledges receipt of correspondence from:

- a) Stephanie Newsome, Yukon News Publisher RE: Letter of Support Request
- b) John Phelps, Chair, Yukon Police Council RE: Annual Report 2020-21
- c) Minister Clarke RE: Extended Producer Responsibility in the Yukon
- d) Ann Leckie, Chair, Yukon Heritage Resources Board RE: Annual Report 2020-21
- e) Minister Streicker RE: Notification of Clean Energy Act Engagement
- f) Shena Shaw, Casino Mining Corporation RE: Election Congratulations
- g) RCMP RE: Monthly Policing report-September
- h) Pat & Dianne Brooks RE: Goldrush Campground
- i) Minister Streicker RE: Sunnydale Slide
- j) Trevor Ellis, Mayor of the Village of Mayo, RE: Election Congratulations
- k) Laura Cabott, Mayor of the City of Whitehorse, RE: Election Congratulations; provided for informational purposes.

Motion Carried 5-0

Agenda Item: Public Questions

C21-24-25 Moved by Mayor Kendrick, seconded by Councillor Somerville that Council moves to Committee of the Whole for the purposes of hearing public questions.
Motion Carried 5-0

Dan Davidson: In the Goldrush Campground letter, the Brooks' state that "the Yukon Government gave the land to the city for the use of a campground, in response to the city's request to help create a business that would generate revenue within the community." Does the City have record of this in the archives? Is that statement confirmable?

Council: We don't know if there is a record on this and we don't know of any caveats on the land. At one time in the past, Block Q was referred to as the "City parking lot" and comment was made on how nice it was to see it being used, at that time, as a campground for tourists.

Agenda Item: In Camera

- C21-24-26** 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 labour related matter.
Motion Carried 5-0
- C21-24-27** Moved by Mayor Kendrick, seconded by Councillor Pikálek that that Committee of the Whole revert to an open session of Council to proceed with the agenda.
Motion Carried 5-0
- C21-24-28** Moved by Mayor Kendrick, seconded by Councillor Somerville that Council meeting C21-24 be extended not to exceed an hour.
Motion Carried 5-0
- C21-24-29** Moved by Councillor Somerville, seconded by Mayor Kendrick that Council 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 labour related matter.
Motion Carried 5-0
- C21-24-30** Moved by Mayor Kendrick, seconded by Councillor Somerville that that Committee of the Whole revert to an open session of Council to proceed with the agenda.
Motion Carried 5-0

Agenda Item: Adjourn

- C21-24-31** Moved by Mayor Kendrick, seconded by Councillor Somerville that Council Meeting C21-24 be adjourned at 10:15 p.m. with the next regular meeting of Council being December 8, 2021.
Motion Carried 5-0

THE MINUTES OF COUNCIL MEETING C21-24 WERE APPROVED BY COUNCIL RESOLUTION #C21-25-04 AT COUNCIL MEETING C21-25 OF DECEMBER 8, 2021.

Original signed by:
William Kendrick, Mayor

Paul Robitaille, A/CAO



No. • N° 6565

PERMIT TO INSTALL* A SEWAGE DISPOSAL SYSTEM

Permit expires three (3) years from date of issue.

PERMIS D'INSTALLATION* D'UN SYSTÈME D'ÉLIMINATION DES EAUX USÉES

Permis valide pendant trois (3) ans à partir de sa date de délivrance.

The Environmental Health Services office must be contacted 72 hours prior to back-filling the system. Photographic record of the stages of installation, together with a completed notification form, must be submitted to our office within 30 days of system installation.

Il faut communiquer avec le Service d'hygiène du milieu au moins 72 heures avant le début du remblayage du système. Il faut également fournir au Service d'hygiène un dossier photo des différentes étapes de l'installation, accompagné d'un formulaire d'avis dûment rempli, et ce, dans les 30 jours suivant l'installation du système.

Owner's name / Nom du propriétaire William Kendrick - Pending approval from City of Dawson

Mailing address / Adresse postale du propriétaire Box 214 Dawson City Yukon Postal code / Code postal Y0B 1G0

PAZD 350 TRP NOV-12-21

The above-mentioned owner is hereby authorized to *construct, install, enlarge, rebuild, substantially repair or connect to an existing system a sewage disposal system as per the application and in accordance with the Sewage Disposal Systems Regulation on the property known as:

La présente autorise le propriétaire susmentionné à construire, à *installer, à agrandir ou à reconstruire un système d'élimination des eaux usées, à y apporter des réparations majeures, ou à raccorder un système à un système existant, selon ce qui est précisé dans la demande et conformément au Règlement sur les systèmes d'élimination des eaux usées, sur la propriété décrite ci-après :

Legal description / Désignation officielle N32.5ft of Lot 3 + 912.5 ft Lot 4 Plan number / Plan n° 8338

Municipal address (if applicable) / Adresse municipale (le cas échéant) 1535 Third Ave, Dawson City, Yukon

Type of system / Type de système Replacement Siphon Tank only 810 Igal

Type of premises / Lieu desservi 2 bedroom Residence CR

The granting of this permit and/or the issuance of a letter indicating that a system appears to meet any standard is not a warranty as to performance nor a guarantee that a standard has been met. Advice tendered by a Health Officer is qualified, and needs to be checked by the proposer against site specific needs, minimum setback requirements and standards (including calculations for sizing) applicable to the system proposed.

La délivrance d'un permis ou l'émission d'une lettre indiquant qu'un système semble satisfaire à des normes ne constitue pas une garantie de son bon fonctionnement, ni une garantie qu'il réponde aux normes. Les conseils d'un agent du Service d'hygiène du milieu sont fournis avec réserves, et le proposant doit vérifier leur validité en tenant compte des besoins propres au site ainsi que des normes et des exigences relatives à la marge de reculement (y compris les calculs pour le dimensionnement) qui s'appliquent au système proposé.

Signature of environmental health officer / Signature de l'agent d'hygiène du milieu Christopher Henry CW Date / Date Sept 29 2021

Environmental Health Services 2 Hospital Road Whitehorse, Yukon Y1A 3H8 Phone: 867-667-8391 or 1-800-661-0408 ext. 8391 Fax: 867-667-8322 Email: environmental.health@yukon.ca

Service d'hygiène du milieu 2, Hospital Road Whitehorse (Yukon) Y1A 3H8 Téléphone : 867-667-8391 ou 1-800-661-0408, poste 8391 Télécopieur : 867-667-8322 Courriel : Environmental.Health@yukon.ca

Personal information contained on this form is collected under the Public Health and Safety Act and associated Regulations and will be used by Environmental Health Services for research, statistical and enforcement purposes. All collected information will be managed in accordance with the Access to Information and Protection of Privacy Act.

Les renseignements personnels fournis dans le présent formulaire sont recueillis en vertu de la Loi sur la santé et la sécurité publiques et de ses règlements d'application, et seront utilisés par le Service d'hygiène du milieu à des fins de recherche, de compilation de statistiques et d'application de la Loi. Tous les renseignements recueillis seront utilisés en conformité avec la Loi sur l'accès à l'information et la protection de la vie privée.

Distribution Building Department, City of Whitehorse Services des immeubles, Ville de Whitehorse Building Safety, Yukon government Sécurité des bâtiments, gouvernement du Yukon Other Autre

----- Forwarded message -----

From: **Christopher.Kenny** <Christopher.Kenny@yukon.ca>
Date: Mon, Oct 16, 2023 at 9:33 AM
Subject: FW: Permit #6565 - photos and forms for septic tank replacement
To: whkendrick@gmail.com <whkendrick@gmail.com>

Hello,

As per our conversation this morning. Below is what is still required for your permit to be issued.

- A document stating that you have permission from the City of Dawson to place your septic tank where you indicated on your application.



Christopher Kenny, C.P.H.I. (C)

Environmental Health Officer

Health and Social Services | Environmental Health Services

T 867-667-8387 | F 867-667-8322 | Yukon.ca

From: William Kendrick <whkendrick@gmail.com>
Sent: Tuesday, August 2, 2022 4:32 PM
To: Christopher.Kenny <Christopher.Kenny@yukon.ca>
Subject: Re: Permit #6565 - photos and forms for septic tank replacement

Hello- I did receive approval contingent on me signing a license of occupation... I'm still waiting to hear back from my insurer. Upon reflection I have some issues with their proposed license of occupation terms. The previous tank and overall system was permitted back in 2006. Not sure why I need to promise to remediate the land as a result; I believe the land needs to be sold to me.

Happy to chat further if you'd like.

In the meantime I'm waiting for my insurance agent to get back to me.

William

On Tue, Aug 2, 2022 at 15:57 <Christopher.Kenny@yukon.ca> wrote:

Hello,

Thank you for the documents. Your permit was pending approval based on if Dawson City permitted you to have the septic system placed on the two lots. Did you receive permission from the City of Dawson?



Christopher Kenny, C.P.H.I. (C)

Environmental Health Officer

Health and Social Services | Environmental Health Services

T 867-667-8387 | F 867-667-8322 | Yukon.ca

From: William Kendrick <whkendrick@gmail.com>

Sent: August 2, 2022 3:32 PM

To: Christopher.Kenny <Christopher.Kenny@yukon.ca>; environmental.health <environmental.health@yukon.ca>

Subject: Permit #6565 - photos and forms for septic tank replacement

Hello Christopher and others whom it may concern,

My apologies for taking so long to get you these forms and photos.

Please find attached two completed forms, and below photos showing (1) pre-backfill, (2) the tank label, (3) flexible coupling (under blue tape in third photo), (4-5) compaction, and (6) backfilled.

My apologies, I was battling winter and did not contact anyone from Environmental Health prior to backfilling. In retrospect I should have also taken more photos.

I can confidently tell you that the new tank is working well and is a VAST improvement compared to a failed tank.

Please contact me if you have any questions or require further clarifications, thank you.

William Kendrick

867-332-2424

THE CITY OF DAWSON

Box 308 Dawson City, YT Y0B 1G0
PH: 867-993-7400 FAX: 867-993-7434
www.cityofdawson.ca



Sept 15, 2023

William Kendrick
Box 214
Dawson City YT
Y0B 1G0
whkendrick@gmail.com

Re: Encroachment and Septic System Systems

Mr. Kendrick,

I am following up on several Property and Septic System issues that have been brought to my attention related to your principal dwelling property in the City of Dawson.

It is our understanding that:

1. Your principal residence in the City of Dawson is encroaching on 3 separate Municipally owned properties.
2. A garage/workshop building which you own and various personal belongings encroach on 2 municipal properties.
3. Your septic Tank and Weeping bed are located on Municipally owned Property.
4. Your Septic Tank was replaced in 2021, with municipal approval to do so conditional on you signing a License of Occupation (LoO) which the City provided and that this condition has not been met.
5. Your Septic Tank installation was approved by Yukon Environmental Health conditional on a LoO being signed with the City of Dawson and that this condition has not been met.

We have been tasked by the Municipal Council to resolve these issues.

In conversations you have indicated that you have information that is important and relevant to these issues and should be part of the discussion. For this information to be considered we require that you provide such information to my office. To deal with these issues in a timely manner I require such information within 30 days of this letter. If we do not receive said information, we will proceed to resolve these issues based on the information available, the appropriate bylaws and legislation, and the tools available to the municipality to resolve the issues identified.

If you have any questions regarding the issues identified herein, please contact me to discuss.

Sincerely,

David Henderson B.Sc., M.B.A.

Chief Administrative Officer (CAO)
Tr'ondëk Hwëch'in Traditional Territory
Bus 867.993.7400 x402
Cell 613.802.3840

THE CITY OF DAWSON

Box 308 Dawson City, YT Y0B 1G0
PH: 867-993-7400 FAX: 867-993-7434
www.cityofdawson.ca



2/19/2024

William Kendrick
Box 214
Dawson City YT
Y0B 1G0
whkendrick@gmail.com

Re: City of Dawson (the "City") – Encroachment and Septic System Systems

Mr. Kendrick,

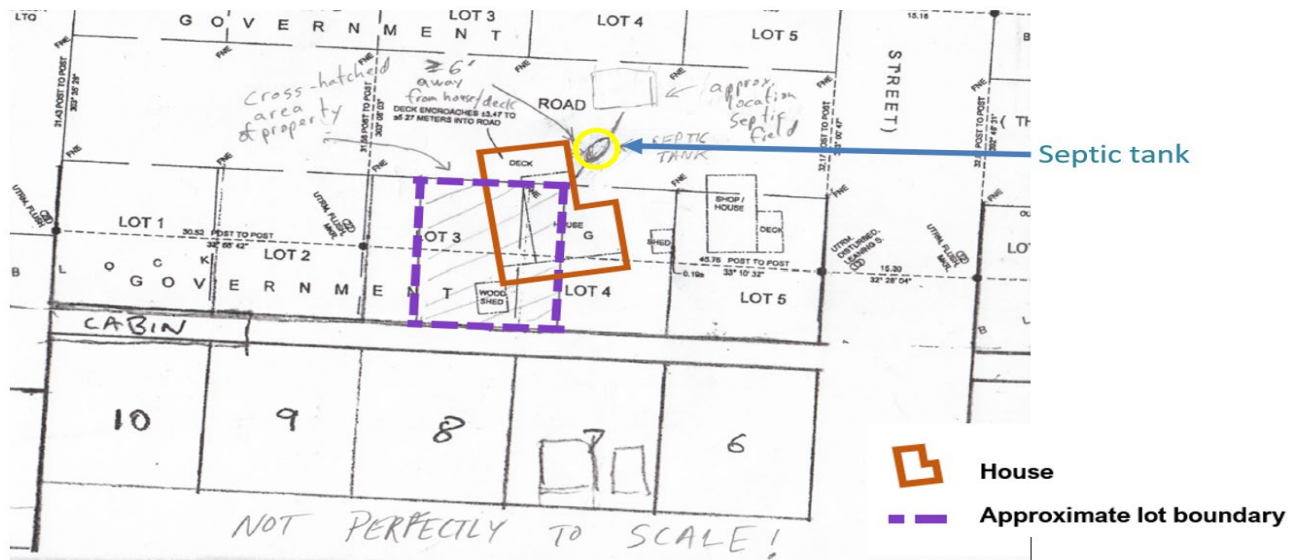
Following our exchange of correspondence on this issue in 2024, City Council considered the encroachment issues related to your property.

As you have previously been advised, the following issues have been identified with regards to your property:

1. Your principal residence on the property (the "**House**") is encroaching on:
 - 1.1. City owned open roadway; and
 - 1.2. Lot 4, a property owned by the City.
2. A **garage/workshop** building which you own, as well as various personal belongings, are encroaching on:
 - 2.1. City owned open roadway; and
 - 2.2. Lots 3 and 5, properties owned by the City.
3. **Your septic tank and weeping bed** are encroaching on:
 - 3.1. City owned open roadway.
4. Your septic tank was replaced in 2021. At that time, municipal approval of the septic tank replacement was made conditional on you signing a License of Occupation ("LOO"). The LOO was provided to you, but you never signed it. As such, the City never approved this replacement (or of the initial installation of the septic tank on City owned property).
5. Your septic tank replacement was approved by Yukon Environmental Health conditional on City approval for it to be located within the open roadway owned by the City. As above, the City's approval was conditional on you signing the LOO, which was never completed. As such, the Yukon Environmental Health conditions for the replacement of the septic tank were also never met.

Site Plan

Below is a site plan showing the approximate areas of the encroachments.



Cont.....

City administration has been directed by Municipal Council to move forward with the following steps and timelines to deal with these outstanding property issues:

1. Septic Tank and Bed

1.1. As above, you were never authorized to replace the septic tank unless you agreed to and signed the LOO. The LOO gives you one year of occupation, after which it must be moved to a suitable location on your property or removed from City property and remediated as required. It remains the City's view that this LOO must be entered into, or the septic tank must be immediately removed from City property.

- Enclosed with this letter is a new LOO which allows for a temporary license of occupation for the period Jan 1st, 2024, to Dec 31st, 2024, and will require the full removal of the septic tank and remediation of the same by the end of 2024.
- You will be required to sign the enclosed LOO by March 31, 2024. If you do not sign the LOO by this date the City will thereafter take the appropriate enforcement actions, including seeking a court order requiring you to remove the septic tank from City property.

2. House Encroachment

2.1. The porch of the House encroaches on open roadway owned by the City.

- Enclosed with this letter is a License of Occupation for the encroachment of the porch onto the roadway. The License of Occupation is renewable annually at the discretion of the City and subject to future alternative planned uses of the roadway.
- You will be required to sign the enclosed License of Occupation by March 31, 2024. If you do not sign the License of Occupation by this date, the City will thereafter take the appropriate enforcement actions, including seeking a court order requiring you to remove the encroachment from City property.

2.2. As above, the House encroaches on Lot 4.

- The City will agree to sell the balance of Lot 4 to you as per the Sale of Municipal Lands Policy.
- You are required to enter into a purchase agreement with the City for the remainder of Lot 4 in accordance with the Sale of Municipal Lands Policy by March 31, 2024. If a sale agreement is not entered into by this date, the City will thereafter take the appropriate enforcement actions, including seeking a court order requiring you to remove the encroachment from City property.

2.3. The City will sell the balance of Lot 3 to you, as per the sale of municipal lands policy, if it is

required to accommodate the relocation of your Septic tank.

- You are required to enter into a purchase agreement with the City for the balance of Lot 3 in accordance with the Sale of Municipal Lands Policy by March 31, 2024. If a sale agreement is not entered into by this date, the City will thereafter take the appropriate enforcement actions, including seeking a court order requiring you to remove the encroachment from City property.

3. **Garage/Workshop**

3.1. As above, the garage/workshop at the Property encroaches on Lot 5.

- The City will agree to sell the balance of Lot 5 to you as per the Sale of Municipal Lands Policy.
- You are required to enter into a purchase agreement with the City for the balance of Lot 5 in accordance with the Sale of Municipal Lands Policy by March 31, 2024. If a sale agreement is not entered into by this date the City will thereafter take appropriate enforcement actions, including seeking a court order to remove the encroachment from City property.

3.2. The workshop/garage encroaches on an open roadway owned by the City.

- The workshop/garage must be moved out of the open roadway and fully onto Lot 5, after Lot 5 has been purchased by you. The timeline for the relocation of the workshop/garage out of the open roadway must be agreed to as part of any sale agreement over Lot 5. If you do not purchase Lot 5 in accordance with the above, including entering into an agreement to relocate the workshop/garage out of the open roadway, the City will thereafter take the appropriate enforcement actions, including seeking a court order requiring you to remove the encroachment from City property.

4. **Timeline for Land Purchases** – Agreements in principle on all land purchases outlined above must be in place by March 31, 2024, with timelines for completion acceptable to the City. As above, if agreements in principle are not in place by that date the City will begin enforcement action against all unauthorized encroachments that have not been regularized through sales of land.

5. **Timeline for Movement of Garage / Workshop** – As above, a plan and timeline for the relocation of the garage/workshop out of the open roadway must be agreed to by March 31, 2024. If not agreed to by that date the City will begin enforcement action against this unauthorized encroachment.

Given your position as Mayor of the City, it remains the strong preference of the City to resolve these matters by agreement, in accordance with the framework set out above. If you have any questions regarding the issues identified herein, please contact me to discuss them.

Sincerely,

David Henderson B.Sc., M.B.A.

Chief Administrative Officer (CAO)
Tr'ondëk Hwëch'in Traditional Territory
Bus 867.993.7400 x402
Cell 613.802.3840



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

BETWEEN:

THE CITY OF DAWSON
a municipal corporation
(the "City")

AND:

WILLIAM KENDRICK
(the "Licensee")

IN RESPECT OF:

The east half portion of the road right of way adjacent to the south 25 ft of Lot 4, Block G, Government Addition
Dawson City, Yukon Territory
Plan # 8338A
(the "Land")

1.00 NO INTEREST IN THE LAND

1.01 This license does not convey any exclusive right, privilege, possession, property or interest with respect to the Land.

2.00 USE

2.01 The Licensee shall use the Land solely for the following purpose(s):

Temporary septic tank placement and use, in the location depicted in Section 6.0 Appendices.

3.00 TERMS

3.01 This license shall be for a period of one year (1) year commencing on the First (1st) day of Jan1, 2024, and ending on the Thirty-first (31st) day of Dec , 2024.

3.02 YIELDING AND PAYING THEREFORE, annually, a license fee in the sum of One Dollar (\$1.00) plus GST.

3.03 The Licensee shall not use of the Land for any other purpose than use(s) specified in term 2.

3.04 The breach of any clause shall be a fundamental breach of the license and may result in termination.

3.05 The Licensee shall assume responsibility for ensuring the safety and stability of all improvements and structures at the subject property in the event that the City of Dawson or those contracted by the City of Dawson require access to the surface or subsurface within the road right-of-way.

Commented [A1]: Do you know why the CAO and Presiding Officer are required to initial on our LOOs? It's on all other LOOs, but not all are initialed.

Also, who is the Presiding Officer?

Commented [A2R1]: Presiding Officer would be the chair of the Council meeting
We sign each page for future security reasons, so that pages can't be changed in the future



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

- 3.06 The Licensee shall not place anything permanent upon, in, or under the Land, except as necessary for the exercise of the rights granted under this license, without the written approval of the City of Dawson. Furthermore, the Licensee will construct, operate and maintain such necessary improvements in a safe manner.
- 3.07 The Licensee shall indemnify and save harmless the City from all claims, judgments, liabilities, damages, causes of action, demands, losses and costs (including legal costs on a full indemnity basis) that may arise as against the City by virtue of the Licensee's use and/or occupation of the Lands, including any and all improvements constructed on the Land by the Licensee or their agents, or any exercise of any of the rights granted to the Licensee under this agreement.
- 3.08 The Licensee shall, at their own expense, maintain insurance in the name of the Licensee and the City including the City as additional insured against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect to damage to property (including the facilities and property of the City) arising out of the performance of this Agreement until completion of this Agreement, including, without limiting the generality of the foregoing, public liability and property damage insurance.
- 3.09 Upon expiry of this License of Occupation, the applicant shall remove the septic tank and septic system from the Land, and identify and fully remediate, at the Licensee's full cost, any and all contamination of the Land caused by the septic tank and septic system, including by the removal of the septic tank from the Land in accordance with this agreement.
- 3.10 The insurance policies maintained under sub-Section 3.09 above shall:
- (a) include the following "Cross Liability" clause: "the insurance as is provided by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of the Insurer's Liability".
 - (b) cover the cost of defense or adjustment of claims over and above the money limitations of the policies;
 - (c) be in an amount of not less than \$2,000,000.00 (Two Million Dollars) for any one accident for general public liability to third parties, property damage and automobile, and other vehicular coverage for public liability and property damage if the Licensee is utilizing their equipment.
 - (d) require the insurers to give thirty (30) days' notice, to the City, prior to cancellation or expiry of the insurance or of any proposed material changes in such policies.
 - (e) provide proof to the City by way of "Certificate of Insurance" issued by the Insurance Company.
 - (f) The insurance policies maintained under sub-section 3.10 above may be issued with a deductible amount of not more than \$2,500.00 (two thousand five hundred dollars). The amount of any loss up to the deductible limit shall be borne by the Licensee.

Commented [A3]: This is the clause requested by Council, as per the Minutes (slightly amended)



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

(g) Upon signing of this agreement, the Licensee shall deposit with the City a Certificate of Insurance verifying the insurance requirements of this contract.

3.11 On the termination or expiration of this license, the Licensee will remediate the Land to a condition satisfactory to the City. In particular, the City may require the Licensee to remove any improvements affixed to or placed on the Land, and otherwise to restore the Land. In the event the Licensee does not carry out such removals and restoration within ninety (90) days of termination of the license, despite being requested to do so, the City may carry out the removals and restoration and may recover the cost of so doing from the Licensee.

4.00 NOTICES

4.01 Whenever, under the provision of this License, any notices, demands, or requests are required to be given by either party to the other, such notice, demand, or request may (except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

THE CITY OF DAWSON

ATTENTION: Chief Administrative Officer
PO BOX 308
Dawson City, Yukon
Y0B 1G0
Fax: (867) 993-7434

And in the case of the Licensee:

William Kendrick
PO Box 214
Dawson City, Yukon
Y0B 1G0

Commented [A4]: This does not appear to be consistent with the letter - which provides for 1 year. The City could still enter into a new LOO after that, but no need to build it into the LOO if the messaging is a maximum of 1 year.



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

5.00 GENERAL

- 5.02 This License of Occupation shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors, and permitted assigns.
- 5.03 The License of Occupation is an entire agreement between the parties and there are no representations, warranties, promises or other terms outside of what is expressly included in the License of Occupation. Any amendments to the License of Occupation must be agreed to in writing by both parties.

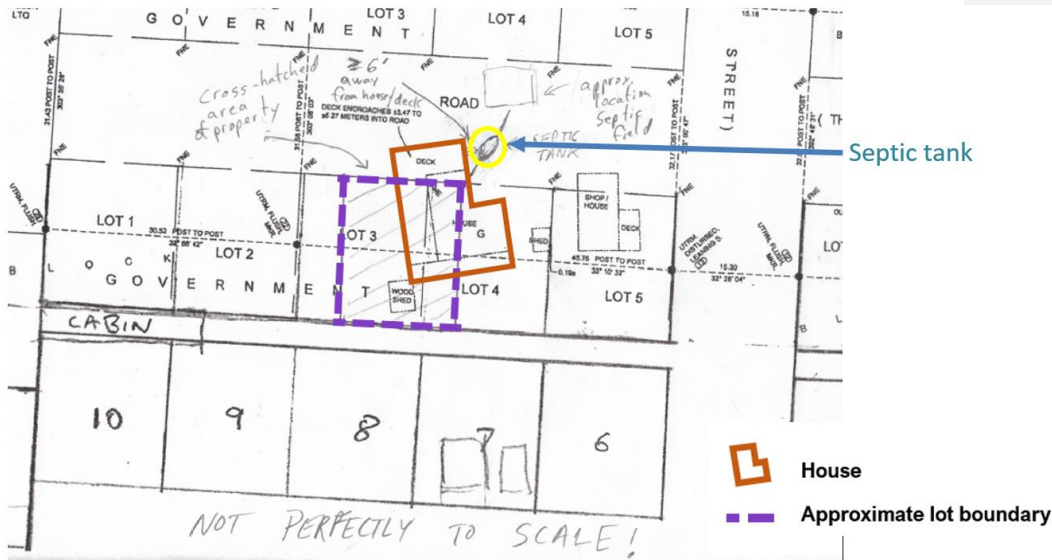


THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

6.00 APPENDICES

6.02 Site Plan



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Licence of Occupation: South 25 ft of Lot 4, Block G,
Government Addition

Page 5 of 6

CAO

Presiding
Officer



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

THE CITY OF DAWSON

By:

Alexander Somerville, Deputy Mayor

Date

Witness

WILLIAM KENDRICK

By:

William Kendrick

Date

Witness

*Licence of Occupation: South 25 ft of Lot 4, Block G,
Government Addition*

Page 6 of 6

CAO

Presiding
Officer



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

BETWEEN:

THE CITY OF DAWSON
a municipal corporation
(the "City")

AND:

WILLIAM KENDRICK
(the "Licensee")

IN RESPECT OF:

The east half portion of the road right of way adjacent to the south 25 ft of Lot 4, Block G, Government Addition
Dawson City, Yukon Territory
Plan # 8338A
(the "Land")

1.00 NO INTEREST IN THE LAND

1.01 This license does not convey any exclusive right, privilege, possession, property, or interest with respect to the Land.

2.00 USE

2.01 The Licensee shall use the Land solely for the following purpose(s):

Temporary encroachment of Existing House Porch onto Roadway in the location depicted in Section 6.0 Appendices.

3.00 TERMS

- 3.01 This license shall commence effective Jan 1, 2024 and shall be renewable annually by the homeowner at the sole discretion of the Municipality, which discretion does not need to be exercised reasonably, and which is at all times remains subject to future alternative planned uses for the roadway.
- 3.02 YIELDING AND PAYING THEREFORE, annually, a license fee in the sum of One Dollar (\$1.00) plus GST.
- 3.03 The Licensee shall not use of the Land for any other purpose than use(s) specified in term 2.
- 3.04 The breach of any clause shall be a fundamental breach of the license and may result in termination.

Commented [A1]: Do you know why the CAO and Presiding Officer are required to initial on our LOOs? It's on all other LOOs, but not all are initialed.

Also, who is the Presiding Officer?

Commented [A2R1]: Presiding Officer would be the chair of the Council meeting
We sign each page for future security reasons, so that pages can't be changed in the future



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

- 3.05 The Licensee shall assume responsibility for ensuring the safety and stability of all improvements and structures at the subject property in the event that the City of Dawson or those contracted by the City of Dawson require access to the surface or subsurface within the road right-of-way.
- 3.06 The Licensee shall not place anything permanent upon, in, or under the Land, except as necessary for the exercise of the rights granted under this license, without the written approval of the City of Dawson. Furthermore, the Licensee will construct, operate and maintain such necessary improvements in a safe manner.
- 3.07 The Licensee shall indemnify and save harmless the City from all claims, judgments, liabilities, damages, causes of action, demands, losses and costs (including legal costs on a full indemnity basis) that may arise as against the City by virtue of the Licensee's use and/or occupation of the Lands, including any and all improvements constructed on the Land by the Licensee or their agents, or any exercise of any of the rights granted to the Licensee under this agreement.
- 3.08 The Licensee shall, at their own expense, maintain insurance in the name of the Licensee and the City including the City as additional insured against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect to damage to property (including the facilities and property of the City) arising out of the performance of this Agreement until completion of this Agreement, including, without limiting the generality of the foregoing, public liability and property damage insurance.
- 3.09 Upon expiry of this License of Occupation, the applicant shall remove the encroaching porch from the Land, and identify and fully remediate, at the Licensee's full cost, any and all contamination of the Land caused by the porch, including by the porch from the Land in accordance with this agreement.
- 3.10 The insurance policies maintained under sub-Section 3.09 above shall:
- (a) include the following "Cross Liability" clause: "the insurance as is provided by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of the Insurer's Liability".
 - (b) cover the cost of defense or adjustment of claims over and above the money limitations of the policies;
 - (c) be in an amount of not less than \$2,000,000.00 (Two Million Dollars) for any one accident for general public liability to third parties, property damage and automobile, and other vehicular coverage for public liability and property damage if the Licensee is utilizing their equipment.
 - (d) require the insurers to give thirty (30) days' notice, to the City, prior to cancellation or expiry of the insurance or of any proposed material changes in such policies.
 - (e) provide proof to the City by way of "Certificate of Insurance" issued by the Insurance Company.

Commented [A3]: This is the clause requested by Council, as per the Minutes (slightly amended)



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

- (f) The insurance policies maintained under sub-section 3.10 above may be issued with a deductible amount of not more than \$2,500.00 (two thousand five hundred dollars). The amount of any loss up to the deductible limit shall be borne by the Licensee.
 - (g) Upon signing of this agreement, the Licensee shall deposit with the City a Certificate of Insurance verifying the insurance requirements of this contract.
- 3.11 Subject to the Licensee having performed and observed all of the terms and conditions on the part of the Licensee to be performed and observed, and upon a renewal being requested by the Licensee, in writing, at least ninety (90) days prior to the date of expiry of this license, the City may grant to the Licensee a renewal of this license for a further term of one (1) year upon essentially the same terms and conditions as are herein contained except as to license fees and this right of renewal. Any such renewal is in the full discretion of the City and does not need to be exercised reasonably.
- 3.12 On the termination or expiration of this license, the Licensee will remediate the Land to a condition satisfactory to the City. In particular, the City may require the Licensee to remove any improvements affixed to or placed on the Land, and otherwise to restore the Land. In the event the Licensee does not carry out such removals and restoration within ninety (90) days of termination of the license, despite being requested to do so, the City may carry out the removals and restoration and may recover the cost of so doing from the Licensee.



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

4.00 NOTICES

- 4.01 Whenever, under the provision of this License, any notices, demands, or requests are required to be given by either party to the other, such notice, demand, or request may (except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

THE CITY OF DAWSON

ATTENTION: Chief Administrative Officer
PO BOX 308
Dawson City, Yukon
Y0B 1G0
Fax: (867) 993-7434

And in the case of the Licensee:

William Kendrick
PO Box 214
Dawson City, Yukon
Y0B 1G0

5.00 GENERAL

- 5.02 This License of Occupation shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors, and permitted assigns.
- 5.03 The License of Occupation is an entire agreement between the parties and there are no other representations, warranties, promises or other terms outside of what is expressly included in the License of Occupation. Any amendments to the License of Occupation must be agreed to in writing by both parties.

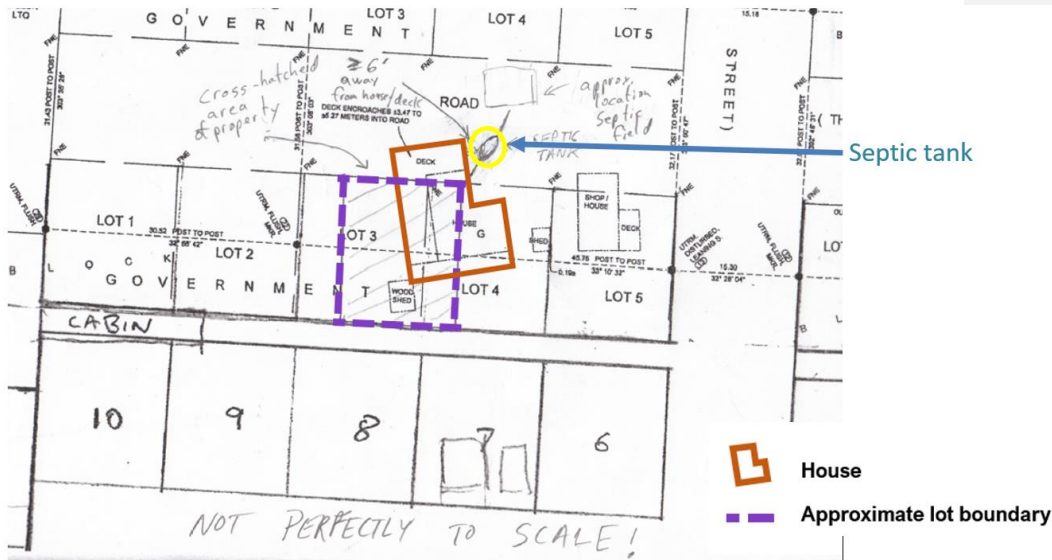


THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

6.00 APPENDICES

6.02 Site Plan



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Licence of Occupation: South 25 ft of Lot 4, Block G,
Government Addition

Page 5 of 6

CAO

Presiding
Officer



THE CITY OF DAWSON

Licence of Occupation: South 25 ft of Lot 4, Block G, Government Addition

THE CITY OF DAWSON

By:

Alexander Somerville, Deputy Mayor

Date

Witness

WILLIAM KENDRICK

By:

William Kendrick

Date

Witness

***Licence of Occupation: South 25 ft of Lot 4, Block G,
Government Addition***

Page 6 of 6

CAO

Presiding
Officer



City of Dawson Report to Council

Agenda Item	Development Agreement No.1 Bylaw
Prepared By	Planning and Development
Meeting Date	April 16, 2024
References (Bylaws, Policy, Leg.)	Municipal Act
Attachments	Development Agreement, Bylaw 2024-04

x	Council Decision
	Council Direction
	Council Information
	Closed Meeting

Recommendation

That Council give second and third readings to Development Agreement No.1 Bylaw.

Executive Summary

The Government of Yukon submitted a subdivision application (Subdivision Application 24-007) for the Infill #3 parcel near Callison Subdivision. Subdivision Application 24-007 was approved by Council on March 19, 2024. The applicant was unable to provide access for the proposed lot due to the need for engineering work. Municipalities have the authority to establish a Development Agreement through the passage of a bylaw. The subdivision approval was conditional on entering into a Development Agreement with the City for road construction. Development Agreement No.1 Bylaw has been drafted for this reason.

Background

In accordance with Council's directive to pursue industrial lot development by releasing the parcel to the private sector, the applicant submitted a rezoning application in 2021 to designate the area as M1: Industrial. This application has successfully completed its Third Reading in 2021. The Subdivision Application #24-007 for creating the parcel represents an additional significant move in the direction of Council. This Subdivision Application necessitates the City and YG to engage in a Development Agreement, which requires the passage of a bylaw. The Development Agreement No.1 Bylaw received its first reading on March 19, 2024.



Discussion / Analysis

The newly created lot requires access to the highways. Access to that area is currently obstructed by a pond. In order to establish access, certain geotechnical and engineering work must be completed. The applicant is currently unable to complete these tasks due to scheduling and financial constraints. The *Municipal Act* provides the subdivision approving authority with the power to impose conditions on subdivision applications and establish a development agreement to meet those conditions.

Municipal Act S.309:

“development agreement” means a binding agreement between the owner of the land that is the subject of an application for subdivision and the approving authority with respect to the requirements or limitations of the conditional approval;

Subdivision Application 24-007 was approved by Council on March 19, 2024 subject to the condition that YG signs a Development Agreement for the construction of the road. In order to accomplish this, council is required to pass bylaw(s) as stated in S.326 of the *Municipal Act*:

(1) The council may pass bylaws providing for the entering into development agreements, or council may, in its discretion, pass a bylaw for each development agreement the council enters into.

(2) Any development agreement referred to in subsection (1) may include any terms and conditions considered necessary by council to carry out the intent of the development agreement.

Fiscal Impact

The newly created lot will generate industrial property taxes.

Alternatives Considered

Passing second reading only.

Next Steps

Signing the Development Agreement.

Approved by	Name	Position	Date

DEVELOPMENT AGREEMENT

THIS Development Agreement made in triplicate this ____ day of _____, 2024.

BETWEEN:

THE CITY OF DAWSON
a municipal corporation
(Hereinafter referred to as “the City”)

AND:

THE GOVERNMENT OF YUKON
(Hereinafter referred to as “the Developer”)

SECTION 1 PREAMBLE

WHEREAS the Developer owns or is entitled to become the owner of certain lands as outlined in red on the sketch plan attached hereto as Schedule “A”, and being referred herein as the “Subdivision”; and

WHEREAS the Developer has applied for subdivision approval to construct one (1) service industrial lot in the Subdivision Area, and the City of Dawson has approved the said Plan of Subdivision in accordance with the aforementioned sketch plan, and subject to certain conditions, including the entering into of the Development Agreement for road construction within the Narozny Right-of-way; and

WHEREAS upon the completion, to the satisfaction of the City, of the construction of the said Municipal Improvements which are required to be constructed by the Developer hereunder, on any Public Property or any rights-of-way provided in accordance with the terms of this Development Agreement, the same shall thereafter be deemed to be the property of the City, without any cost or expense to the City thereof, or any further written agreement; and

WHEREAS the parties have agreed that the said construction and installation of the Municipal Improvements and all matters and things incidental thereto shall be subject to the terms, covenants and conditions as are hereinafter set forth; and

WHEREAS the City and the Developer jointly wish to see the development of the Subdivision; and

WHEREAS the City and the Developer recognize that development in the Subdivision may occur; and

WHEREAS the Developer is willing to undertake development of its lands in co-operation with the City.

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the City agrees with the Developer and the Developer agrees with the City as follows:

SECTION 2: INTERPRETATION

- 2.1 “Agreed Standards” shall mean the standards and specifications as referred to in Schedule “C” attached hereto.
- 2.2 “BST” shall mean one or more applications of spayed-on liquid asphalt followed by a layer of suitable aggregate to protect and preserve the surface and maintain the structural integrity and skid resistance of roadway.
- 2.3 “Consulting Engineer” shall mean the Consulting Professional Engineer or Engineers employed or retained by the Developer at the Developer’s expense.
- 2.4 “Construction Completion Certificate” is the written document in the form set forth per Schedule “D” by which the City confirms that the Developer has installed and completed the Municipal Improvements, contemplated by this Development Agreement, in accordance with the Plans, Agreed Standards and the terms and conditions of this Development Agreement.
- 2.5 “Council” shall mean the Council of the City of Dawson.
- 2.6 “Deemed Acceptance” shall mean where the City fails to provide the Developer with notice of its non-acceptance and reasons therefore within thirty (30) days of receiving the request for a Final Acceptance inspection of the Municipal Improvements, the Municipal Improvements shall be deemed to have met the warranty obligations at the end of the thirty (30) day period.
- 2.7 “Detailed Engineering Design” shall mean all plans, specifications, drawings and reports, including a master drainage plan, covering the detailed engineering design for construction and installation of the Municipal Improvements completed by the Consulting Engineer.
- 2.8 “Developer” means Yukon Government, Community Services, Land Development Branch, or its authorized assignee(s).
- 2.9 “Development Area” means the land shown as outlined in bold on the sketch plan attached hereto as Schedule “B”.
- 2.10 “Development Officer” means the official or officials of the City appointed by the City Council to interpret and administer the provisions of the City’s Zoning Bylaw.
- 2.11 “Final Acceptance Certificate” means the written document in the form set forth in Schedule “E” by which the City confirms that the Developer has satisfactorily completed the Municipal Improvements and the City assumes the complete responsibility for the Municipal Improvements.
- 2.12 “Inspection Date” is defined in Section 8.3 of this Development Agreement.
- 2.13 “Minor Deficiency” is a deficiency in materials and/or workmanship that does not affect the normal operation of the subdivision. Failure to erect street signs, lack of test results or similar deficiencies which affect the operation of the subdivision shall not be considered as minor deficiency.
- 2.14 “Municipal Improvements” shall mean the following services, utilities and other such items as are necessary for the proper development and functioning of the Development Area constructed in accordance with the Agreed Standards, approved

Plans and terms of this Development Agreement:

- (a) such construction, development or upgrading of the Roads, in accordance with the Agreed Standards;
 - (e) grading as indicated in Lot Grading Plan to the extent required to ensure proper road surface drainage;
 - (f) ditches and back slopes as required to restore disturbed areas, or as may be required by the Development Officer and set forth in the Agreed Standards; and
 - (h) Driveway and culvert accessing the lot shown on Schedule 'A' in accordance with standards specified by the City.
- 2.15 "Plans" shall mean plans and specifications prepared by the Consulting Engineer or the Developer, at the Developer's expense, covering the design, construction and installation of the Municipal Improvements as approved by the City of Dawson.
- 2.16 "Plan of Subdivision" shall mean the registered plan of the subdivision referred to in this Development Agreement, as set out in Schedule "A".
- 2.17 "Preliminary Design Report" shall mean the preliminary engineering design drawings identified in the Agreed Standards and any additional engineering design drawings as may be determined to be required by the City.
- 2.18 "Public Property" shall mean any property owned or administered by the City, the Yukon Government, or the Government of Canada, but not including the Subdivision Area.
- 2.19 "Stop Work Order" means an order issued by the City to cease work within the Development Area.
- 2.20 "Subdivision Approval" means the signing of a sketch plan of subdivision by Council in accordance with the City of Dawson Subdivision Control Bylaw 95-08.
- 2.21 "Subdivision Area" is the area identified as the Plan of Subdivision and as outlined in bold line in Schedule "A" of this Development Agreement.
- 2.22 "Warranty Period" with respect to the Municipal Improvements shall mean a period of one year from the Inspection Date as determined pursuant to either Section 8.3 (a), (b) or (c).

SECTION 3 DEVELOPMENT OF THE SITE

- 3.1 The Developer may commence development in the Subdivision and Development Area, upon receipt of Subdivision Approval from the City.
- 3.2 The Developer shall develop at its sole cost the Development Area in accordance with the provisions of this Development Agreement.
- 3.3 A Preliminary Design Report is to be submitted to the City for review and approval before the detail design for this development is started. Plan approvals, construction completion certificates, maintenance periods and final acceptance certificates will be issued as outlined in Section 8, Acceptance of Municipal Improvements.

SECTION 4 ADHERENCE TO CITY BYLAWS

- 4.1 The Developer agrees that it shall comply with all of the City's statutes, bylaws, regulations and City policies adopted by Council, in place as of the date of signing of this Development Agreement, relating to the Subdivision Area and the Development Area, as may be required. Interpretation of City policies in effect at date of signing is subject to the intent and provisions of this Development Agreement.
- 4.2 It is further agreed by the Developer that, notwithstanding anything in this Development Agreement to the contrary, the Developer shall make application for all permits contemplated by the bylaws of the City and, shall submit such plans, specifications and designs as shall be required by those bylaws prior to issue of such permits.

SECTION 5 PLAN OF SUBDIVISION AND UTILITY EASEMENTS

- 5.1 The Developer shall, at its own expense cause the Plan of Subdivision to be prepared and approved by all necessary approving authorities in accordance with the law in that respect at the time of signing, and in accordance with the requirements imposed upon the Developer by the City.
- 5.2 For the purposes hereof, approval shall be deemed to have been obtained by Council approval. Preliminary approval of the Plan of Subdivision shall not be construed as inferring Subdivision Approval has been granted for land registration or for other purposes.
- 5.3 The City of Dawson shall review the Plan of Subdivision to ensure all conditions as agreed between the Developer and the City have been met. Once the City of Dawson has deemed the Plan of Subdivision complete, the City of Dawson will endorse the Plan of Subdivision, pursuant to the Subdivision Control Bylaw, provided all City conditions and concerns have been met.

SECTION 6 ENGINEERING APPROVALS

- 6.1 The Developer shall, at its own expense, design, construct and install the necessary Municipal Improvements related to the Development Area in accordance with the Agreed Standards.
- 6.2 Prior to commencing construction of the Municipal Improvements, the Developer shall comply with the following, regarding approval of the detailed design drawings:
 - (a) the Developer shall submit to the City a Preliminary Design Report for the Development Area, which is to be reviewed and returned to the Developer within 21 working days from the date of receipt;
 - (b) prepare and submit a master drainage plan of the Development Area for approval by the City in accordance with the Agreed Standards;
 - (c) When the Preliminary Design Report has received approval, an electronic PDF copy of the Municipal Improvement detailed design drawings, and an electronic PDF copy for of any supporting documents, including geotechnical design recommendations shall be submitted for review by the City. The City's comments with the "redlined" detailed design drawings will be returned to the

- Developer within 21 working days from the date of receipt;
- (d) Any changes as agreed by the City and the Developer in accordance with the Agreed Standards and good engineering practice or operational requirements shall be made by the Developer. Revised Plans shall be returned to the City with the original redline drawing for final review by the City within 14 days. When the City is satisfied with the submission, revised drawings shall be submitted for formal City approval and sign-off; and
 - (e) the City shall return the approved drawings to the Developer, at which time the Developer shall submit an electronic PDF copy of the approved engineering drawings to the City. These drawings are to be submitted to the City prior to the mobilization of any construction equipment on site unless approval has been granted by the City.
- 6.3 At all times during the performance of the work, the City:
- (a) shall have free access to all design, inspection, material testing and “as constructed” records;
 - (b) may inspect and review the performance of the work and the testing of materials as may be reasonably deemed necessary and advisable to ensure the full and proper compliance by the Developer of the Developer’s obligations under this Development Agreement and including without limiting the generality of the foregoing the proper performance of the work and the construction of the Municipal Improvements;
 - (c) may notify the Developer or the Consulting Engineer whenever they are of the opinion that the performance of the work or material testing to be incorporated in the work is not being carried out in full and proper compliance with the Developer’s obligations herein. The Developer shall then take what steps are required to rectify the problem; and
 - (d) may notify the Developer or the Consulting Engineer whenever they are of the opinion that the testing of any materials to be incorporated in the work is not properly carried out. The Developer shall then take what steps are required to rectify the problem.
- 6.4 The Developer is responsible for determining the exact location of existing utilities or relocation of any utilities required for the construction of the Municipal Improvements. Approval must be received from the appropriate City departments and any other utility companies for any relocation.

SECTION 7 COMPLIANCE WITH ALL PLANS, SPECIFICATIONS, RESOLUTIONS AND REGULATIONS

- 7.1 The Developer shall, during all phases of the construction and installation of the Municipal Improvements contemplated by this Development Agreement, comply fully with all the terms, covenants, conditions, provisions and details as may be set out in the Plans, the Agreed Standards and all other lawful and legal requirements of the City.
- 7.2 Any major design change proposed by the Developer during construction shall be

approved as follows:

- (a) the Developer shall submit a full sized redline print of all design changes to the City for review and approval;
 - (b) the redline print of the design changes shall be reviewed and comments returned to the Developer within 72 hours of submission;
 - (c) any changes as agreed between the City and the Developer in accordance with the Agreed Standards and good engineering practice or operational requirements shall be made by the Developer. The revised redline print shall be returned to the City with the original redline print for review. When the City is satisfied with the submission the Developer shall submit an electronic PDF copy for approval; and
 - (d) all design changes are to be incorporated into the as-built drawings.
- 7.3 The provisions of this section shall be additional to, and not in substitution for, any law, whether Federal, Territorial or City, which prescribe requirements relating to the construction standards and the granting of Development Permits, Building Permits, Occupancy Permits, Construction Completion Certificates, or Final Acceptance Certificates in place at the time of signing the Development Agreement.

SECTION 8 ACCEPTANCE OF MUNICIPAL IMPROVEMENTS

- 8.1 The Developer agrees that it will complete the Municipal Improvements, and apply to the City for acceptance of the Municipal Improvements.
- 8.2 When the Developer claims that a Municipal Improvement has been constructed and installed in accordance with the requirements of this Development Agreement, the Developer shall give notice in writing of such claimed completion to the City. The said notice is to be received by the City from the Developer only and not from any contractors or sub-contractors which the Developer may employ.
- 8.3 Upon the City receiving such notice from the Developer, it shall within thirty (30) days, weather permitting, either:
- (a) upon being satisfied with the claimed completion, issue the Developer a Construction Completion Certificate, dated as of the date of inspection (the "Inspection Date"); or
 - (b) upon being satisfied with the claimed completion subject to the correction of Minor Deficiencies, issue a Construction Completion Certificate upon receipt of a letter of intent from the Developer to correct said Minor Deficiencies by July 31 of the following calendar year, dated as of the date of inspection (the "Inspection Date"); or
 - (c) issue the Developer notice of its non-acceptance and the reasons therefore.
- 8.4 In the event that the City fails to provide the Developer with notice of its non-acceptance and its reasons therefore within thirty (30) days of receiving such claim of completion from the Developer, the Municipal Improvements claimed to have been completed shall be deemed to have been accepted by the City at the expiration of the thirty (30) days.
- 8.5 Upon the City so accepting, or having been deemed to have accepted the Municipal Improvements, or any of them, all right, title and interest in and to all the Municipal

Improvements which are not on private property, shall vest in the City without any cost or expense to the City therefore, and such Municipal Improvements shall thereafter become the property of the City once the Construction Completion Certificate has been issued and the warranty period has been completed.

- 8.6 Within 60 calendar days of the Inspection Date, the Developer shall submit a copy of the as-built drawings to the City for review or as soon thereafter as practical. The engineering comments with the redlined detailed design drawings will be returned to the Developer. Revised as-built drawings shall be returned to the City with the original redline drawing for final review. When the City is satisfied with the revised submission, one copy of the as-built drawings shall be submitted by the Developer to the City for the City files within 30 calendar days of receiving City approval.

SECTION 9 WARRANTY OF MUNICIPAL IMPROVEMENTS BY THE DEVELOPER

- 9.1 The Developer shall warrant the Municipal Improvements against deficiencies in materials or workmanship, whether latent or otherwise, from the date of each Construction Completion Certificate for one year or until a Final Acceptance Certificate is issued whichever comes first and shall keep the Municipal Improvements in good repair (vandalism and reasonable wear and tear excepted) for that warranty period.
- 9.2 The Developer shall correct any defect in materials and workmanship forthwith upon the Developer being notified of that defect.
- 9.3 On the expiry of the 47 weeks from the date of each Construction Completion Certificate or deemed acceptance, the Developer shall give notice in writing to the City requesting an inspection for the purposes of obtaining a Final Acceptance Certificate.
- 9.4 Upon receipt of such notice from the Developer, the City shall within 30 days, weather permitting, either:
- (a) upon being satisfied that the Municipal Improvements are free of defects in materials or workmanship, issue the Developer a Final Acceptance Certificate as per Section 8.1 of this Development Agreement; or
 - (b) issue the Developer notice of its non-acceptance and the reasons therefore.
- 9.5 In the event that the City fails to provide the Developer with notice of its non-acceptance and the reasons therefore within 30 days of receiving the request for an inspection of the Municipal Improvements for the purposes of obtaining a Final Acceptance Certificate, the Municipal Improvements shall be deemed to have met the warranty obligations at the end of the 30-day period.

SECTION 10 DEFAULT BY THE DEVELOPER

- 10.1 In the event that the City claims that the Developer is in default of its covenants under this Development Agreement, save for the warranty at Section 9.1, or City approvals in Section 6.2, the City may:
- (a) give the Developer notice in writing of such claimed default and require the Developer to correct the default within a period of 30 days from the receipt of

- this notice or such other time period or date as the City may identify, and the Developer shall forthwith correct such default; and/or
- (b) issue a Stop Work Order to the Developer where the said default will affect the outcome of the development, as would be the case where construction was progressing without approved drawings. Upon receipt of the Stop Work Order, all work within the development shall cease. Construction shall not commence until the said default has been rectified and written notice to recommence work received from the City.
- 10.2 In the event that the City claims that the Developer is in default of the warranty provisions of this Development Agreement, the City may give the Developer notice in writing of such claimed default, and by such notice either require the Developer to rectify such default within 15 days of the receipt of such notice or such other time period or date as the City may identify, or notify the Developer that the City intends to rectify such default at the Developer's expense.
- 10.3 In the event that the City shall have given notice of default under either Section 10.1 or 10.2 hereof, and the Developer shall have failed to rectify the default within the time set out, then the City may rectify such default at the Developer's expense, and the Developer shall, within a reasonable period of time, pay the cost of rectifying the default.
- 10.4 In the event that the City shall carry out any rectification of default, it shall be entitled, where permitted by law, and in lieu of or in addition to seeking payment from the Developer, provide for recovery of the cost of rectifying any default by the levy of a frontage tax or drawdown of the Security; providing, however, that the making of any such levy or drawdown shall not relieve the Developer from payment, until the cost of rectifying the default has been recovered in full.
- 10.5 In the event the City, in its discretion, considers it necessary to undertake any immediate work for the repair of any of the Municipal Improvements, in any situation which the City considers to be an emergency, the City shall be entitled to cause such work to be done at the Developer's cost and expense without notification to the Developer; provided that the City shall forthwith give notice in both verbal and written form to the Developer if the City claims that such repair work was made necessary by reason of a default on the part of the Developer.
- 10.6 The City shall if practicable attempt to preserve the condition of the Municipal Improvements in such a manner so as to assist any claim that the Developer may wish to advance against any contractor which may be responsible to the Developer for such defect in the Municipal Improvements repaired by the City in such emergency situations.

SECTION 11 INDEMNITY

- 11.1 The Developer shall during the period from the date of this Development Agreement until issuance of a Final Acceptance Certificate, indemnify the City from any and all claims, demands, actions, causes of actions, suits and costs which may be brought against or incurred by the City by any person, firm or corporation for injury, loss or damage, whether personal or to property which may occur as a result of, or by reason of, the performance of the Municipal Improvements provided for in this Development

Agreement, and based upon or attributable to the activities of the Developer, its servants, agents, employees, consultants and contractors or any person, firm or to which the Developer has delegated or authorized the delegation of any work hereunder; provided that the Developer shall not be liable for any acts of negligence of the City or its servants, agents or employees.

SECTION 12 COMPLIANCE WITH LAW

- 12.1 The Developer shall at all times comply with all legislation, resolutions, City Bylaws and Territorial laws and regulations pertaining to the development of the Development Area.
- 12.2 This Development Agreement does not constitute approval of the Subdivision Area and is not a Development Permit, or other Permit granted by the City.
- 12.3 Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the obligation or right to do it does not come into force until such approval or permission is obtained provided that the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.
- 12.4 If any provision hereof is contrary to law, the same shall be severed and the remainder of this Development Agreement shall be of full force and effect.

SECTION 13 LAW OF THE YUKON APPLICABLE

- 13.1 The validity and interpretation of this Development Agreement and of each clause and part thereof shall be governed by the law of the Yukon Territory in place at the time of signing the Development Agreement.

SECTION 14 FURTHER ASSURANCES

- 14.1 Both parties shall execute and deliver all further documents and assurances necessary to give effect to this Development Agreement and to discharge the respective obligations of the parties.

SECTION 15 WAIVER

- 15.1 A waiver by either party hereto of the strict performance by the other of any covenant, condition or provision of this Development Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant, condition or provision or of any other covenant, condition or provision of this Development Agreement.

SECTION 16 NOTICES

- 16.1 Whenever, under the provision of this Development Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may (except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by telecopier, or by registered mail sent to, the respective addresses or telecopier number hereinafter provided for, and if given

by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail. The respective addresses or facsimile numbers of the parties being, in the case of the City and provided such addresses or facsimile numbers may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile numbers of the parties being, in the case of the City:

CITY OF DAWSON

Attention: Planning and Development Manager

PO Box 308

Dawson City, Yukon, Y0B 1G0 ;

Email: planingmanager@cityofdawson.ca

and in the case of the Developer:

THE GOVERNMENT OF YUKON

Attention:

Whitehorse, Yukon, Y1A

Email:

SECTION 17 COVENANTS RUN WITH TITLE

- 17.1 The Developer agrees that pursuant to the Municipal Act, the conditions, terms and provisions of this Development Agreement shall be deemed to be covenants running with the title to the Subdivision Area, and shall be binding upon the Developer and its successors.
- 17.2 The City may register this Development Agreement or such other document as it shall deem advisable against the title to the Subdivision Area, to protect its interests therein, which registered interest shall be first in priority to any other charge, encumbrance or caveat registered.
- 17.3 The City shall remove the registered Development Agreement from the title of the Subdivision Area after the warranty period relating to the Municipal Improvements has expired, no defects remain uncured and the Final Acceptance Certificate for the Municipal Improvements has been issued.

SECTION 18 ASSIGNABILITY OF DEVELOPMENT AGREEMENT

- 18.1 This Development Agreement shall not be assignable, nor shall any of the rights or

obligations hereunder be assignable by the Developer, without the written approval of the City, which approval shall not be unreasonably withheld.

- 18.2 It is understood between the parties that in the event that the Developer wishes to assign any of its duties or obligations herein granted to it by the City, that the City has the full right to request that a Development Agreement be entered into by the assignee or transferee; and that no assignment of this Development Agreement shall be permitted unless the proposed assignee or transferee enters into such new Agreement, which may impose further or other conditions, levies or terms and covenants and standards and the assignee or transferee provides such security as the City may then require.

SECTION 19 ENUREMENT

- 19.1 This Development Agreement shall enure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns.

DRAFT

AFFIDAVIT OF WITNESS

(s. 47(1))

Name of Witness: _____
(print full name)

I SWEAR / AFFIRM THAT

1. I was personally present and did see the attached instrument duly signed and executed by _____, the party thereto for
(print full name of Person(s) Signing Document)
the purposes named therein.

2. The said party identified themselves to me to be the party named in the within instrument, and the party is, in my belief, of the full age of nineteen (19) years.

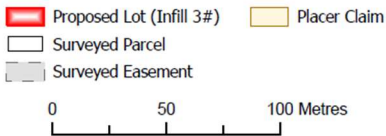
3. I am not
(a) a party to this instrument; or
(b) a spouse, within the meaning of the *Family Property and Support Act*, of a party to this instrument.

SWORN / AFFIRMED BEFORE ME)
At Dawson in Yukon Territory)
on the _____ day of _____, 202_) (Signature of Witness)
)
)
(Signature of Notary or Commissioner)) (print full name)
)
_____)
(print full name))
)
Notary Public in and for Yukon;)
)
My commission expires:)
)
)

SCHEDULE "A" PLAN OF SUBDIVISION



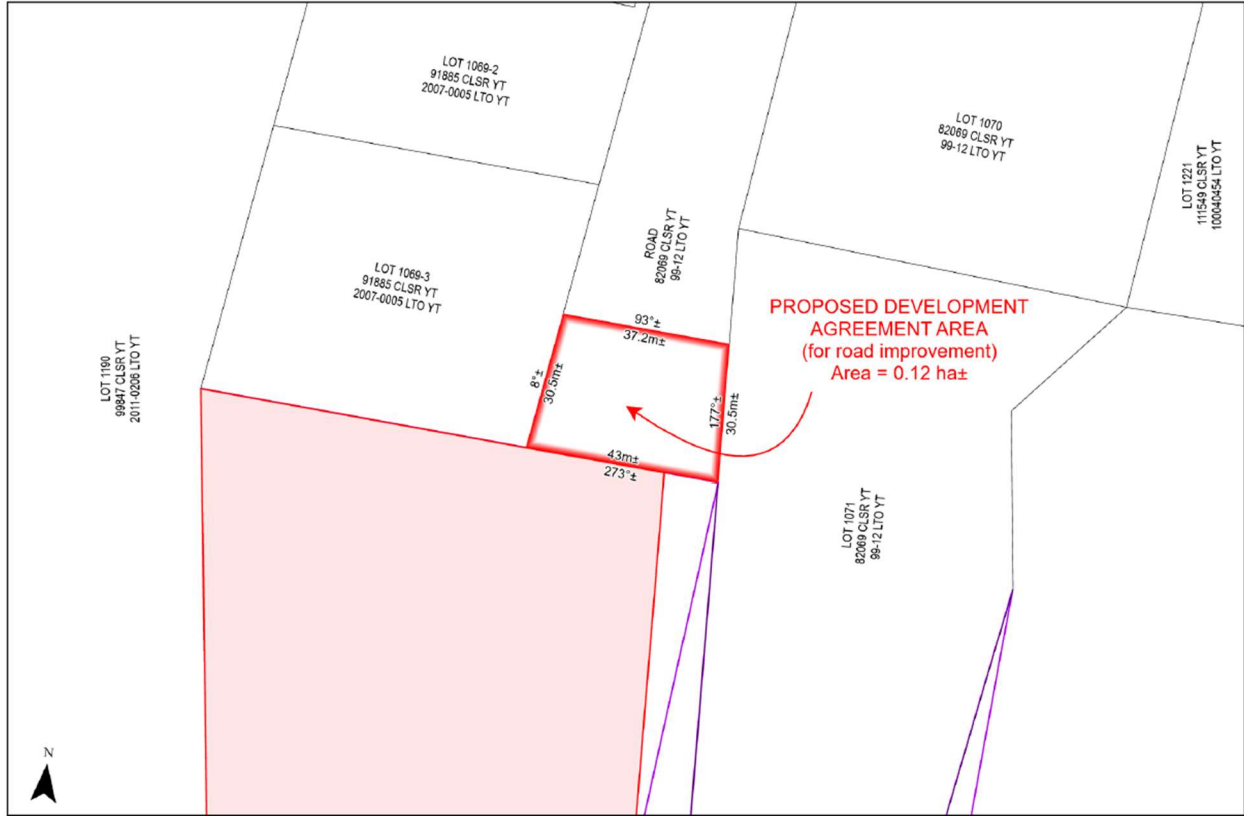
**Subdivision Application
Proposed Lot - Infill #3 near
Callison Subdivision, City of Dawson**



2024-01-03

Yukon

SCHEDULE "B" DEVELOPMENT AREA (PORTION OF NAROZNY ROAD)



Proposed Development Agreement Area (for road improvement), near Callison Subdivision, City of Dawson

- Proposed Development Agreement Area
- Proposed Lot (Infill 3#)
- Surveyed Parcel
- Land Disposition



2023-11-08



SCHEDULE "C"
SUBDIVISION AREA
AGREED STANDARDS

1. GENERAL

- 1.1. The following sub-sections deal with the standards for any road infrastructure that will be located within or adjacent to the Subdivision Area that will be transferred to the City and fall under maintenance of the City, or is located on land that is currently maintained by the City but will be impacted by the construction of this new development. This includes the construction of: a public road; storm drainage systems; and all required connections to existing road and utility infrastructure located within the proposed or existing public road rights-of-ways. Utilities such as power are included but will be maintained by the respective Utility companies, not the City.
- 1.2. The Developer will be responsible for the provision of survey information necessary for the design of subdivision infrastructure, and along all proposed and existing roadways and other properties impacted by the development. Drawings and reports are available from the City for use, but information provided by the City is to be confirmed by the Developer for use on this project.

2. PRELIMINARY ENGINEERING DESIGN REPORT (PRE-DESIGN REPORT)

- 2.1. Preliminary engineering design drawings for the Development are to be submitted to the City for review and approval. Design considerations must address roadwork, highway improvements, surface drainage, landscaping, trails and other utilities.
- 2.2. Design is to consider future improvements within the appropriate zoning identified for the development.

3. DRAINAGE

- 3.1. As part of the preliminary engineering design, a drainage plan shall be submitted. The drainage plan is to show the impact on existing properties and must address all drainage issues along existing roadways, proposed roadways and identify Public Utility Lots for drainage to the ultimate point of discharge.
- 3.2. All drainage works are to be designed and constructed in accordance with sound engineering practice. Drainage works are to be designed and constructed with sufficient capacity to carry storm and spring runoff water and have adequate erosion protection provided at outfall structures, along drainage channels, ditch locations and along overland drainage Public Utility Lots where required.

4. ROADWAYS

- 4.1. Roadways, unless otherwise approved by the City, shall be designed as follows:

- 4.2. The Local roadway is to be Rural Roadway (TAC RLU-50), to the City Rural Local Standard of 9.0 metres wide, placed within a 30-metre right of way.
- 4.3. Cul-de-sacs are to be constructed to the standard for Urban Local Roads with a minimum inside turning radius of 14 metres. Right of Way widths are to be sufficient to provide the same separation from edge of shoulder to property line as on straight roads.
- 4.4. All roadway improvements i.e. ditches, sideslopes, backslopes, pole locations etc. are to be located within the Right of Way and constructed as per the relevant Rural Local\Collector Roadway Detail, and with the operational constraints of snow removal and ditch clearing in mind.
- 4.5. A qualified geo-technical engineer shall design the roadway and rural access structure. All approved materials are to be compacted under the responsibility of the geo-technical engineer. All compacted materials shall meet the City standards, and tests results are to be submitted to the City.

5. UTILITIES

- 5.1. Overhead power and telephone lines are to be designed, coordinated and installed by the appropriate utility company.

6. OTHER REQUIREMENTS

- 6.1. Finished surface shall be free of all rocks 150mm or larger and materials consisting of trees, branches, stumps, tree roots and deleterious materials (muskeg soils). All disturbed areas are to be graded; all organics suitable for re-use shall be incorporated within disturbed areas or road side ditches prior to seeding; ditches are to be deepened to ensure final grade meets drainage requirements. Seed mix is to be approved by the City and should contain a mixture of site-specific grasses that are low maintenance and drought and disease resistant. Once the areas have been seeded and fertilized, a Construction Completion Certificate for landscaping will be issued.
- 6.2. Disturbed areas shall include road right of ways, drainage channel right of ways, and borrow areas.
- 6.3. Any information on wells drilled within the subdivision area shall be copied to the City including well logs, depth of well, water level and flow conditions.
- 6.4. If a Construction Completion Certificate is not issued prior to snowfall, the Developer will be required to notify the City and sign a work order authorizing the City to provide snow removal.

SCHEDULE "D"
Construction Completion Certificate

Development Area: _____

Developer: _____

Development Agreement Date: _____

Contractor: _____

Municipal Improvement: _____

Date of Application: _____

I, _____ of the Firm _____

"Consulting engineers" hereby certify that the Municipal Improvement noted herein meets all the requirements for a Construction Completion Certificate as specified by the said mentioned Development Agreement above, and constructed, as far as can be practically ascertained, according to the Agreed Standards of the said development agreement, I, hereby recommend this Municipal Improvement for approval of the Construction Completion Certificate

Project Engineer (Consulting Engineer) Date

Signing Officer (Consulting Engineer Firm) Date

Developer Date

Authorized City Inspector Date

Approved / Rejected

Development Officer, City of Dawson Date

SCHEDULE "E"
FINAL ACCEPTANCE CERTIFICATE

Development Area: _____

Developer: _____

Development Agreement Date: _____

Contractor: _____

Municipal Improvement: _____

Date of Application: _____

I, _____ of the Firm _____

"Consulting Engineers", hereby certify that as of the above date, the Municipal Improvements noted herein meet all of the requirements for final acceptance as specified by City of Dawson's Development Agreement, and I hereby recommend these Municipal Improvements for final acceptance by City of Dawson.

Project Engineer (Consulting Engineer) Date

Signing Officer (Consulting Engineer Firm) Date

Developer Date

Authorized City Inspector Date

Approved / Rejected

Development Officer, City of Dawson Date



THE CITY OF DAWSON

Development Agreement No. 1 Bylaw

Bylaw No. 2024-04

WHEREAS section 309 of the *Municipal Act* provides that a development agreement means a binding agreement between the owner of the land that is the subject of an application for subdivision, and the approving authority with respect to the requirements or limitations of the conditional approval; and,

WHEREAS Bylaw 95-08 provides that Council is the subdivision approving authority for the City of Dawson; and,

WHEREAS section 319(1) of the *Municipal Act* provides that, on receipt of a completed application for subdivision, the approving authority may approve it, refuse it, or approve it with conditions; and,

WHEREAS section 326 (1) of the *Municipal Act* provides that Council may pass bylaws providing for entering into development agreements, or council may, in its discretion, pass a bylaw for each development agreement the council enters into; and,

WHEREAS section 326 (2) of the *Municipal Act* provides that development agreements may include any terms and conditions considered necessary by Council to carry out the intent of the development agreement; and,

WHEREAS section 326 (3) of the *Municipal Act* provides that Council may require any development agreement entered into to be registered in the Land Titles Office, and any agreement so registered shall have the force and effect of a restrictive covenant running with the land; and,

NOW THEREFORE, pursuant to the provisions of the *Municipal Act* of the Yukon, the council of the City of Dawson, in open meeting assembled, **ENACT AS FOLLOWS**:

PART I - INTERPRETATION

1.00 Short Title

This bylaw may be cited as the ***Development Agreement No.1 Bylaw***



THE CITY OF DAWSON

Development Agreement No. 1 Bylaw

Bylaw No. 2024-04

2.00 Purpose

2.01 The purpose of this bylaw is to provide for:

- (a) entering into a development agreement with the Government of Yukon for road construction within the Narozny Right-of-way



THE CITY OF DAWSON

Development Agreement No. 1 Bylaw

Bylaw No. 2024-04

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THE CITY OF DAWSON

Development Agreement No. 1 Bylaw

Bylaw No. 2024-04

3.00 Definitions

3.01 In this Bylaw:

- (a) Unless expressly provided for elsewhere within this bylaw the provisions of the *Interpretation Act*, RSY 2002, c. 125, shall apply;
- (b) “City” means the City of Dawson; and
- (c) “Council” means the Council of the City of Dawson.

PART II – APPLICATION

4.00 Development Agreement

4.01 The City and Government of Yukon shall enter into a Development Agreement for road construction within the Narozny Right-of-way in order to meet the conditions of the approval of the Subdivision Application #24-007.

PART III – FORCE AND EFFECT

5.00 Severability

5.01 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder unless the court makes an order to the contrary.

6.00 Enactment

6.01 This bylaw shall come into force on the day of the passing by Council of the third and final reading.



THE CITY OF DAWSON

Development Agreement No. 1 Bylaw

Bylaw No. 2024-04

7.00 Bylaw Readings

Readings	Date of Reading
FIRST	March 19, 2024
SECOND	
THIRD and FINAL	

Alexander Somerville, Chair
Presiding Officer

David Henderson, CAO
Chief Administrative Officer



City of Dawson

Report to Council

Agenda Item	Bylaw #2024-05 and Bylaw #2024-06
Prepared By	Planning and Development
Meeting Date	April 16, 2024
References (Bylaws, Policy, Leg.)	Municipal Act
Attachments	Bylaw #2024-05 and Bylaw #2024-06

x	Council Decision
	Council Direction
	Council Information
	Closed Meeting

Recommendation

1. That Council give first reading to Bylaw #2024-05 (Zoning Bylaw Amendment No.29)
2. That Council give first reading to Bylaw #2024-06 (Zoning Bylaw Amendment No.30)

Executive Summary

The City is working to balance land planning and mineral extraction land use needs through the creation of a time limited Direct Control District (DCD) for the Klondike River Bench and Klondike East Bench areas that will enable mineral extraction activity in the medium term.

Background

Official Community Plan Amendment No. 6 (Bylaw #2022-05) was passed on July 6, 2022 and provides for the use of DCDs in the OCP and ZBL generally, as well as designates the Klondike East Bench DCD in the OCP.

Official Community Plan Amendment No. 7 (Bylaw #2022-07) was passed on August 31, 2022 and designates Klondike River Bench DCD in the OCP.

Discussion / Analysis

Direct Control Districts

S. 291 of the Municipal Act under Division 2: 'Zoning Bylaws' provides a zoning tool that enables municipalities to create direct control districts in both the OCP and ZBL to directly regulate land use and development of selected area(s). Direct control districts are intended to provide for development that may be outside of the land uses and regulations of standard zoning. It is a short section with three clauses:

1. *The council of a municipality may designate direct control districts in its official community plan if it wants to directly control the use and development of land or buildings in the area individually rather than establish rules common to all buildings and land in the area.*
2. *If a direct control district is designated in a zoning bylaw, the council may, subject to the official community plan, regulate the use or development of land or buildings in the district in any manner it considers necessary.*
3. *In respect of a direct control district, the council may decide on a development permit application itself, or may delegate the decision to a development authority that may be created under section 191 with directions that it considers appropriate.*

The powers granted to municipalities under the Municipal Act to create direct control districts are broad and, once created, Council has significant discretion in how a development in a direct control district is regulated. The Municipal Act requires both the designation of direct control districts in the OCP and the designation of direct control districts in the ZBL.

District-Specific Regulations have been specified in sections 4 of the attached bylaws.

Fiscal Impact

NA

Alternatives Considered

NA

Next Steps

Holding a public hearing

Approved by	Name	Position	Date



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

WHEREAS section 265 of the Municipal Act, RSY 2002, c. 154, and amendments thereto, provides that a council may pass bylaws for municipal purposes; and

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;

THEREFORE, pursuant to the provisions of the Municipal Act of the Yukon, the council of the City of Dawson, in open meeting assembled, **ENACT AS FOLLOWS:**

PART I - INTERPRETATION

1.00 Short Title

This bylaw may be cited as the ***Zoning Bylaw Amendment No. 29 Bylaw.***

2.00 Purpose

2.01 The purpose of this bylaw is to provide for:

- (a) The provision of Direct Control Districts.
- (b) The designation of the Klondike East Bench Direct Control District.
- (c) A series of text amendments.



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

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THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

3.00 Definitions

3.01 In this Bylaw:

- (a) Unless expressly provided for elsewhere within this bylaw the provisions of the *Interpretation Act*, RSY 2002, c. 125, shall apply;
- (b) “City” means the City of Dawson; and
- (c) “Council” means the Council of the City of Dawson; and
- (d) “*Force Majeure*” means any of the following: acts of God, earthquakes, hurricanes, landslides, floods, explosions, wars, armed conflicts, riots, insurrections, rebellions, sabotage, blockades, epidemics/pandemics, partial or entire failures of utilities and infrastructure owned and operated by governmental bodies, lockouts, strikes and other labour disturbances, or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the placer miner which they could not reasonably have protected themselves against, provided however that lack of funds or credit, regulatory approvals, and ordinary weather events, including large snow events, and other circumstances that are reasonably foreseeable in and around the Yukon and the City of Dawson area, or any event or cause which was caused, created by or in any way contributed to by the placer miner, shall not constitute an event of *force majeure*.”

PART II – APPLICATION

4.00 Amendment

- 4.01 Insert a new subsection 15.3 “DCD (Direct Control Districts)”. The new subsection 15.3 shall read as follows:

“A direct control district is an area where, in the opinion of Council, development may require a more specific, sensitive, and flexible means of land use and development control, including, but not limited to, time limited uses.

Council shall decide on development permit applications in direct control districts.



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

Direct control districts shall be regulated as per section 291 of the Municipal Act. For greater certainty, for designated time limited direct control districts, upon expiry of the time limited direct control district, no legal non-conforming uses are thereby created under section 301 of the Municipal Act or otherwise.”

- 4.02 Council designates the Direct Control District titled “Klondike East Bench Direct Control District” under subsection 15.3.1 as follows:

“The purpose of the Klondike East Bench Direct Control District is for Council to directly control land use and development within the designated area to enable time limited mineral extraction activity until December 31, 2040 provided there is an active placer land use approval and water license in effect for the mineral claims contained within the Klondike East Bench Direct Control District.

The area of the Klondike East Bench Direct Control District is depicted by the map amendment in section 8 of this bylaw (the “Amended Area”). This specifically includes the Grant Numbers listed in Table 1 of this bylaw”.

- 4.03 Insert “Permitted Uses” under subsection 15.3.1 as follows:

“The following use(s) are permitted in the Klondike East Bench Direct Control District:

1. Land development preparation
2. Natural resource development
3. Reclamation
4. Remediation”

- 4.04 Insert “District-Specific Regulations” under subsection 15.3.1 as follows:

1. “Granular material excavated from any mining operations site may be relocated from one area of the site to another, but no material may be removed from the site, other than for a permitted Natural Resource Extraction use.
2. No quarrying activity is permitted, as an otherwise permitted Natural Resource Extraction use.
3. Mining operations must at all times be in compliance with the Property Maintenance & Nuisance Abatement Bylaw #07-03.
4. Hours of operation for mining operations sites shall be limited to 9:00 a.m. to 5:00 p.m. or any hours of operation permitted under valid and subsisting licenses obtained from



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

both the Yukon Environmental and Socio-economic Assessment Board or the Yukon Water Board.

5. Vehicles that may rut, mark, or otherwise damage a road may not be operated on a City road right-of-way. Any violations will be subject to the terms, conditions and penalties set out under the Traffic By-Law #00-21.
6. A person operating a mining operations site shall post adequate notices on the boundaries of the active mining area notifying the public that they are entering an active mine site. The notices posted must be visible and legible to the public at all times.
7. A person operating a mining operations site must report any suspected naturally occurring asbestos immediately to both the City and to the Medical Officer of Health with Yukon Government, Health and Social Services.
8. A person operating a mining operations site shall contact the City immediately in the event of a reportable petroleum hydrocarbon spill.
9. The Operator must not mine, access or in any way disturb the trails referred to as the Moose Mountain Cross Country Ski trails. A 30 m buffer must be maintained for all trails, in which no mining activity of any kind shall take place.
10. No activity shall take place within 100 m of curtilage of an existing residence (defined as the developed areas of a property) unless the person operating a mining operations site provides the City with written approval from all affected residents to operate within that buffer zone.
11. The only septic system allowed for a mining operation is a septic holding tank which is to be operated in accordance with the Public Health and Safety Act, RSY 2002, c. 176.
12. In addition to the above-listed conditions, all mining operations must comply with all applicable municipal bylaws and policies, and non-compliance will be subject to any applicable enforcement and penalties as set out in the applicable bylaws and policies.
13. The time period established for the Klondike East Bench Direct Control District, shall be extended by up to a maximum of one year from the date(s) that any holder of a valid placer mining claim is prevented from performing miner like work on their claims by reason of *force majeure*, provided the miner provides the City with immediate written notice on their discovery of the same. The extension of time shall be limited to the time the miner was reasonably prevented from performing mining work on account of the *force majeure* event at issue, provided that the cumulative extension of time available to the miner, on account of all *force majeure* events and in respect of any or all of their mining claims within the Klondike East Bench Direct Control District, shall not exceed one year in duration.”



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

- 4.05 The zoning maps attached to and forming part of Zoning Bylaw 2018-19 are hereby amended by changing the zoning of a portion of the Amended Area from Future Planning to Klondike East Bench Direct Control District, as shown in Appendix 1, until December 31, 2040.
- 4.06 The zoning maps attached to and forming part of Zoning Bylaw 2018-19 are hereby amended by changing the zoning of a portion of the Amended Area from Parks and Greenspace to Klondike East Bench Direct Control District, as shown in Appendix 1, until December 31, 2040.

PART III – FORCE AND EFFECT

5.00 Severability

- 5.01 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder unless the court makes an order to the contrary.

6.00 Enactment

- 6.01 This bylaw shall come into force on the day of the passing by Council of the third and final reading.

7.00 Bylaw Readings

Readings	Date of Reading
FIRST	
PUBLIC HEARING	
SECOND	
THIRD and FINAL	

William Kendrick, Mayor

Presiding Officer

David Henderson, CAO

Chief Administrative Officer



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 29 Bylaw

Bylaw No. 2024-05

8.00 Appendices

Appendix 1. Amended Area

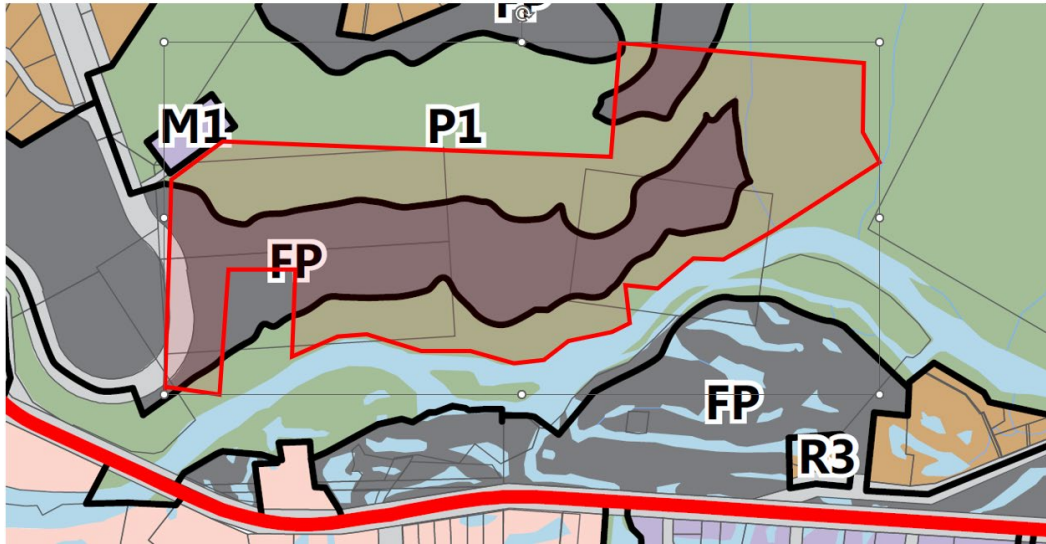


Figure 1. Map amendment.

P 38790	P 33141	P 33143
P 34949	P 37566 (north of Klondike River only)	P 00691 (north of Klondike River only)
P 04455	P 04456	P 22058
P 28927 (north of Klondike River only)	P 34978	P 35171
P 35187 (north of Klondike River only)	P 35685 (north of Klondike River only)	P 36281
P 36282	P 37027	P 37068
P 29645 (excluding lot 1029, Quad 116B/03)	P 29759	P 01543 (north of Klondike River only)
P 01545 (north of Klondike River only)		

Table 1. Grant Numbers within the Amended Area as per the active Placer Land Use Approval and Water License.



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

WHEREAS section 265 of the Municipal Act, RSY 2002, c. 154, and amendments thereto, provides that a council may pass bylaws for municipal purposes; and

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;

THEREFORE, pursuant to the provisions of the Municipal Act of the Yukon, the council of the City of Dawson, in open meeting assembled, **ENACT AS FOLLOWS:**

PART I - INTERPRETATION

1.00 Short Title

This bylaw may be cited as the **Zoning Bylaw Amendment No. 30**.

2.00 Purpose

2.01 The purpose of this bylaw is to provide for the designation of the Klondike River Bench Direct Control District.



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

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THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

3.00 Definitions

3.01 In this Bylaw:

- (a) Unless expressly provided for elsewhere within this bylaw the provisions of the *Interpretation Act*, RSY 2002, c. 125, shall apply;
- (b) “City” means the City of Dawson;
- (c) “Council” means the Council of the City of Dawson; and
- (d) “*Force majeure*” means any of the following: acts of God, earthquakes, hurricanes, landslides, floods, explosions, wars, armed conflicts, riots, insurrections, rebellions, sabotage, blockades, epidemics/pandemics, partial or entire failures of utilities and infrastructure owned and operated by governmental bodies, lockouts, strikes and other labour disturbances, or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the placer miner which they could not reasonably have protected themselves against, provided however that lack of funds or credit, regulatory approvals, and ordinary weather events, including large snow events, and other circumstances that are reasonably foreseeable in and around the Yukon and the City of Dawson area, or any event or cause which was caused, created by or in any way contributed to by the placer miner, shall not constitute an event of *force majeure*.”

PART II – APPLICATION

4.00 Amendment

4.01 Council designates the Direct Control District titled “Klondike River Bench Direct Control District” under subsection 15.3.2 as follows:

“The purpose of the Klondike River Bench Direct Control District is for Council to directly control land use and development within the designated area to enable time limited mineral extraction activity until December 31, 2027. For greater certainty, the allowable mineral extraction uses in the Klondike East Bench Direct Control District will expire on December 31, 2027.



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

The area of the Klondike River Bench Direct Control District is depicted by the map amendment in section 8 of this bylaw (the “Amended Area”). This specifically includes the Grant Numbers listed in Table 1 of this bylaw”.

4.02 Insert “Permitted Uses” under subsection 15.3.2 as follows:

“The following use(s) are permitted in the Klondike River Bench Direct Control District:

1. Land development preparation
2. Natural resource development
3. Reclamation
4. Remediation”

4.03 Insert “District-Specific Regulations” under subsection 15.3.2 as follows:

1. “Granular material excavated from any mining operations site may be relocated from one area of the site to another, but no material may be removed from the site, other than for a permitted Natural Resource Extraction use.
2. No quarrying activity is permitted.
3. Mining operations must at all times be in compliance with the Property Maintenance & Nuisance Abatement Bylaw #07-03.
4. Hours of operation for mining operations sites shall be limited to 9:00 a.m to 5:00 p.m on weekdays, or any hours and days of operation permitted under valid and subsisting licenses obtained from both the Environmental and Socio-economic Assessment Board or the Yukon Water Board.
5. Vehicles that may rut, mark, or otherwise damage a road may not be operated on a City road right-of-way. Any violations will be subject to the terms, conditions and penalties set out under the Traffic By-Law #00-21.
6. A person operating a mining operations site shall post adequate notices on the boundaries of the active mining area notifying the public that they are entering an active mine site. The notices posted must be visible and legible to the public at all times.
7. A person operating a mining operations site must report any suspected naturally occurring asbestos immediately to both the City and to the Medical Officer of Health with Yukon Government, Health and Social Services.
8. A person operating a mining operations site shall contact the City immediately in the event of a reportable petroleum hydrocarbon spill.
9. No activity shall take place within 100 m of curtilage of an existing residence (defined as the developed areas of a property) unless the person operating a mining operations site provides the City with written approval from all affected residents to operate within that buffer zone.



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

10. The only septic system allowed for a mining operation is a septic holding tank which is to be operated in accordance with the Public Health and Safety Act, RSY 2002, c. 176.
 11. In addition to the above-listed conditions, all mining operations must comply with all applicable municipal bylaws and policies, and non-compliance will be subject to any applicable enforcement and penalties as set out in the applicable bylaws and policies.
 12. The time period established for the Klondike River Bench Direct Control District, shall be extended by up to a maximum of one year from the date(s) that any holder of a valid placer mining claim is prevented from performing miner like work on their claims by reason of *force majeure*, provided the miner provides the City with immediate written notice on their discovery of the same. The extension of time shall be limited to the time the miner was reasonably prevented from performing mining work on account of the *force majeure* event at issue. The cumulative extension of time available to the miner, on account of all *force majeure* events and in respect of any or all of their mining claims within the Klondike River Bench Direct Control District, shall not exceed one year in duration.
- 4.04 The zoning maps attached to and forming part of Zoning Bylaw 2018-19 are hereby amended by changing the zoning of a portion of the Amended Area from Single Detached and Duplex Residential to Klondike River Bench Direct Control District, as shown in Appendix 1, until December 31, 2027.
- 4.05 The zoning maps attached to and forming part of Zoning Bylaw 2018-19 are hereby amended by changing the zoning of a portion of the Amended Area from Institutional to Klondike River Bench Direct Control District, as shown in Appendix 1, until December 1, 2027.

PART III – FORCE AND EFFECT

5.00 Severability

- 5.01 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder unless the court makes an order to the contrary.

6.00 Enactment



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

6.01 This bylaw shall come into force on the day of the passing by Council of the third and final reading.

7.00 Bylaw Readings

Readings	Date of Reading
FIRST	
PUBLIC HEARING	
SECOND	
THIRD and FINAL	

William Kendrick, Mayor
Presiding Officer

David Henderson, CAO
Chief Administrative Officer



THE CITY OF DAWSON

Zoning Bylaw Amendment No. 30 Bylaw

Bylaw No. 2024-06

8.00 Appendices

Appendix 1. Amended Area

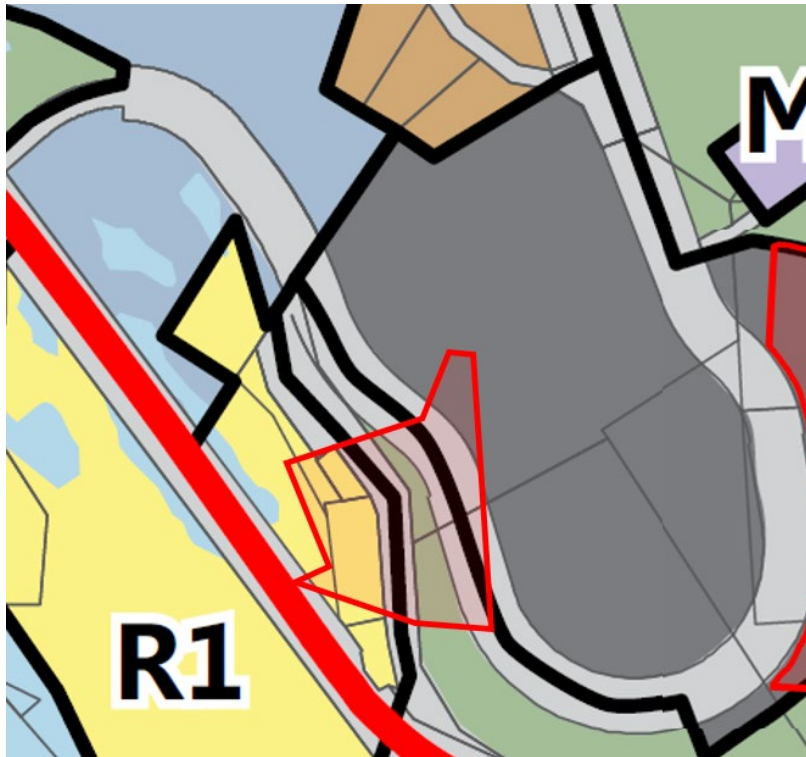


Figure 1. Map amendment.

P 34307	P 34309	P 36298
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Table 1. Grant Numbers within the Amended Area as per the active Placer Land Use Approval and Water License.