



**Agenda**  
**Town of Faro Regular Council Meeting**  
**November 4, 2025, at 7:00 p.m.**  
**Council Chambers**

1. CALL TO ORDER
2. ADOPTION OF AGENDA
  - 2.1 Council Meeting Agenda
3. DELEGATIONS & HEARINGS
  - 3.1 Tina Freake and Sarah Smith, Faro Arts and Recreation Association Re: Proposed MOU for Kettle Café Trailer
4. BUSINESS ARISING FROM DELEGATIONS & HEARINGS
5. ADOPTION OF MINUTES
  - 5.1 Minutes of the October 21, 2025, Regular Meeting of Council
  - 5.2 Minutes of the October 30, 2025, Special Meeting of Council
6. BUSINESS ARISING FROM MINUTES
7. FINANCIAL
  - 7.1 Finance Report
8. REPORTS
  - 8.1 Mayor's Report
  - 8.2 Council Reports
  - 8.3 Administration's Reports
    - 8.3.1. Chief Administrative Officer
    - 8.3.2. Operations Manager
9. BYLAWS
10. UNFINISHED BUSINESS
  - 10.1 Sale of Lot 258 (605 Yates Crescent) to Caden Grey Lancaster
11. NEW BUSINESS
  - 11.1 Recommendation to Council re: 2026 Asset Disposal List – Equipment
  - 11.2 Recommendation to Council re: Bylaw 2008-04, Maintenance Bylaw  
Authorize provision of notice
  - 11.3 Association of Yukon Communities (AYC) Representative Appointment

This is a **DRAFT** Document until approved by Council.

**12. CORRESPONDENCE FOR INFORMATION (OUT & IN)**

**13. PUBLIC QUESTION PERIOD**

**14. IN-CAMERA**

14.1 Legal Matter – in accordance with Municipal Act Section 213 (3)(e) Re: Lease Agreement

14.2 Legal Matter – in accordance with Municipal Act Section 213 (3)(e) Re: Memorandum of Understanding

**15. ADJOURNMENT**

## **Memorandum of Understanding**

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Between the Faro Arts and Recreation Association (FARA) and the Town of Faro

### **Re: Transfer and Operation of the Kettle Café Mobile Coffee Shop**

This Memorandum of Understanding (the "MOU") is made and entered into on this \_\_\_\_ day of October, 2025, by and between:

- The Faro Arts and Recreation Association (FARA), hereinafter referred to as "FARA," and
- The Town of Faro, hereinafter referred to as "the Town."
- Collectively referred to as "the Parties."

#### **1. Purpose**

The purpose of this MOU is to set out the terms and conditions governing the transfer, operation, and oversight of the concession trailer currently operating as the Kettle Café mobile coffee shop, and to establish shared responsibilities between the Town and FARA in support of youth-led community initiatives. The Kettle Café trailer, identified by Vehicle Information Number 5NHUBL215AT427139. The value of the Kettle Café project is \$86503.40.

#### **2. Transfer of Ownership and Responsibility**

- a. Ownership of the concession trailer shall be vested in trust with the youth of Faro.
- b. The Town shall assume responsibility for the operations, storage, and upkeep of the trailer on behalf of the youth.
- c. The Town commits to completing repairs from recent damages made to the Kettle Café trailer.
- d. The Town agrees to continue operating the Kettle Café in line with the plans outlined in the Community Development Fund (CDF) application and project, and shall make best efforts to train and employ youth for the purposes of working at the Kettle Café.

#### **3. Governance and Decision-Making**

- a. All decisions regarding the operation and programming of the Kettle Café shall be made by the youth of Faro in consultation with their parents and/or legal guardians.
- b. The Town shall support such decisions in good faith and provide administrative and operational assistance as reasonably required.

#### **4. Disposition if No Longer in Use**

- a. Right of First Refusal: Should the trailer cease operations, become inactive, or be deemed unnecessary by either the Town or the youth group, FARA shall have the first right of refusal to assume ownership and management of the trailer. In such a case, the Town agrees to provide written notice to FARA prior to any sale, transfer, or alternate use of the trailer, allowing FARA a reasonable period (no less than 30 days) to exercise this right.

This clause ensures that the trailer remains aligned with FARA's original intent to support youth training, community engagement, and entrepreneurship initiatives within Faro.

b. Disposition of the Trailer: If, after being offered the first right of refusal, FARA declines to assume ownership and management of the trailer, the Town of Faro may proceed to sell the trailer through a public procurement process in accordance with applicable policies and procedures.

c. All proceeds from such sale shall be directed exclusively to local youth initiatives in Faro. Decisions regarding the funds from the sale shall be made by the youth of Faro in consultation with their parents and/or legal guardians.

## **5. Equipment and Supplies**

a. The following equipment and supplies were received with the trailer:

- A commercial espresso machine
- Professional chocolate-making equipment and supplies

b. The chocolate-making equipment and supplies shall remain the property of FARA, and shall be made available for use by local arts and recreation groups.

c. The commercial espresso machine shall not remain with the trailer. FARA shall coordinate its sale, in recognition of its sentimental value to the original owners. Proceeds from such sale shall be directed towards FARA-led youth initiatives in Faro.

## **6. General Provisions**

a. This MOU is intended to formalize the understanding and commitments between the Parties but does not create any legally enforceable rights or obligations beyond those expressly stated herein.

b. The Town of Faro agrees to act in good faith in managing the trailer in accordance with the above terms. The intent of this agreement is to ensure that the Kettle Café continues to serve as a youth-led initiative, while also safeguarding the equitable use of resources for the benefit of the wider community.

c. This MOU may be amended at any time by mutual written consent of the Parties.

## **7. Term**

This MOU shall remain in effect until such time as the Kettle Café concession trailer is sold or otherwise formally disposed of in accordance with Section 4 of this agreement.

We trust that this arrangement reflects a clear understanding of responsibilities and intentions moving forward.

## **Signatures**

This Memorandum of Understanding (MOU) represents the full and mutual agreement between the Town of Faro and FARA.

All parties listed below are in agreement with the terms outlined in this document.  
It is understood that one authorized signature from each party is sufficient to make this agreement valid and binding as of the date of signing.

Signed at Faro, Yukon, on this \_\_\_\_ day of October, 2025.

For the Faro Arts and Recreation Association (FARA):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Town of Faro CAO:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Town of Faro Mayor:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Town of Faro Councillors:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



**Town of Faro**  
**Regular Meeting Minutes**  
**October 21, 2025, at 7:00 p.m.**  
**Council Chambers**

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**PRESENT:**

|             |                        |                      |                   |
|-------------|------------------------|----------------------|-------------------|
| Mayor       | Jack Bowers            | CAO                  | Kimberly Ballance |
| Councillors | Gary Jones             | Ops Manager          | Mark Vainio       |
|             | Wendy Michell-Larocque | Executive Assistant/ | Trudy Amos        |
|             | Michelle Vainio        | Financial Assistant  |                   |
|             | Neil Yee               |                      |                   |

Delegation: Jordan Stackhouse, Elevator Yukon & Special Permit Application – 513 Douglass Drive

Public Present: 16    Public on Zoom: 9

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**1. CALL TO ORDER**

Mayor Bowers called the meeting to order at 7:02 p.m.

**2. ADOPTION OF AGENDA**

2.1 Council Meeting Agenda

Resolution 25-351

Jones Michell-Larocque

**THAT** the agenda for the October 21, 2025, Meeting of Council be adopted as presented.

Carried

**3. DELEGATIONS**

Resolution 25-352

Jones, Vainio

**THAT** Council do now move into Committee of the Whole for the Delegations.

Carried

**3.1 Jordan Stackhouse, Elevator Yukon re: Housing Accelerator Fund (HAF): Housing Development Grant - New Development Stream**

Jordan thanked Council for participating and was present to provide responses to Council. There are 5 initiatives under the HAF including 2 grant programs, the zoning bylaw update, servicing standards policy and a housing assessment report. There appear to be some cost savings in the proposed methodology for the servicing standards policy which is part of the recommended approach to shifting the funds associated with the program to fund all 6 of the applications for the Housing Development Grant.

### 3.2 Special Permit Application – 513 Douglass Drive

Council noted that the applicant, Leithe Minder, had advised Administration prior to the meeting that she would not be attending. Council welcomed members present to provide comments if they have not already.

One member of the public came forward and requested that Council not approve the application.

#### Resolution 25-353

Vainio, Yee

**THAT** Council do now revert into Regular Meeting of Council,

Carried

### 4. BUSINESS ARISING FROM DELEGATION

#### Resolution 25-354

Jones, Yee

**WHEREAS** Resolution No. 25-221, dated June 17, 2025, adopted the Town of Faro's Housing Development Grant Policy; and,

**WHEREAS** Council deems it to be in the best interest of the Town to modify the policy;

**NOW THEREFORE BE IT RESOLVED THAT** the Faro Housing Development Grant Policy is amended in accordance with the draft dated October 21, 2025; and,

**FURTHER THAT** Resolution No. 25-221 is hereby repealed.

Carried

#### Resolution 25-355

Michell-Larocque, Jones

**THAT** the Town of Faro approves the Application for a Special Permit for 12 dogs submitted by Leithe Minder, on September 22, 2025, for the property located at 513 Douglass Drive (Lot 318).

Defeated

Council requested that the CAO provide a timeline to the Applicant to allow her time to rehome the dogs prior to engaging in enforcement action.

### 5. ADOPTION OF MINUTES

#### 5.1 Minutes of the October 04, 2025, Special Meeting of Council

##### Resolution 25-356

Jones, Michell-Larocque

**THAT** the minutes of the October 04, 2025, Special Meeting of Council be adopted as presented.

Carried

#### 5.2 Minutes of the October 07, 2025, Regular Meeting of Council

##### Resolution 25-357

Michell-Larocque, Yee

**THAT** the minutes of the October 07, 2025, Regular Meeting of Council be adopted as presented.

Carried

## 6. BUSINESS ARISING FROM MINUTES

None.

## 7. FINANCIAL

### 7.1 Finance Report

#### Resolution 25-358

Michell-Larocque, Yee

**THAT** Council receive for information the Finance Officer's report, including the Payment Register Summary, and acknowledge the Cheque Register for the period October 02 to October 15, 2025.

**AND THAT** Council receive for information the Draft Budget Analysis report for the period of January to September 2025.

Carried

## 8. REPORTS

### 8.1 Mayor's Report

Mayor Bowers summarised his written report including the importance of Emergency Planning for households related to potential long-term power outages in the winter. Strategic Planning is underway and has had good opportunity for public, staff and council involvement.

One of the community's long-term nurses, Martha Cooper, will be retiring in the next month. While we wish her well, we will continue to lobby for ongoing medical practitioner coverage. Yukon Health has and will continue to hear from the Town, and hopefully from residents as well.

### 8.2 Council Reports

Councillor Jones had nothing to report.

Councillor Vainio gave a verbal report.

Everyone has participated in the Strategic planning, and it is going really well. She encouraged members of the public to attend the All-Candidates Night being held on Friday, October 24, from 4:30 - 6 p.m, followed by the community's Halloween Party from 6 - 8 p.m.

Councillor Michell-Larocque gave a verbal report and clarified that there will be two Doctors in the community in November and December. The Doctors are working hard on providing more coverage in Faro. It was a nice surprise to hear that there is going to be great coverage for the next two months.

Councillor Yee gave a verbal report.

Councillor Yee echoed the Mayor's comments about the importance of Emergency Preparedness. He noted that the Recreation Centre has a backup generator for this type of emergency.

Has acted as an Intervenor in the Yukon Energy Rate Increase hearings, although it remains very likely that rate increases will still happen.

Provided an update on the Yukon Energy Noise barrier, advising that there haven't been any changes to their current operating processes. They should be required to implement the barrier as its identified in the YESAB decision document.  
Attended the Strategic Planning Open House.

### 8.3 Administration's Reports

#### 8.3.1 Chief Administrative Officer

CAO Ballance summarised her written report.

The Zoning Bylaw Public Meeting date has been set for November 12<sup>th</sup>, 2025, with two sessions to accommodate the needs of the community.

The Council Strategic Planning Workshop will be set for November 1<sup>st</sup>, 2025, as a Special Meeting.

Requested and received input from Council on the structure of the question period for the All-Candidates Night.

#### 8.3.2 Operations Manager

Acting Manager Vainio summarized his written Report and responded to questions by Council.

## 9. BYLAWS

## 10. UNFINISHED BUSINESS

### 10.1 Fees and Charges Bylaw – 2026 Updates to Schedule “A”

Council reviewed the proposed updates to the 2026 fees.

Council discussed the prior term of Council's direction on Tintina Subdivision waste collection services. Administration will request input from Tintina residents and bring information back to Council for consideration.

Resolution: 25-359

Michell-Larocque, Jones

**THAT** Council approves an update to the Fees and Charges Bylaw Schedule “A” in accordance with the version dated October 21, 2025; and

**FURTHER THAT** this Schedule will be effective January 1, 2026.

Carried

Mayor Bowers called for a recess at 8:18 p.m.

Mayor Bowers called the meeting back to order at 8:28 p.m.

### 10.2 Canada Poat Letter of Support – Draft

Resolution: 25-360

Jones, Michell-Larocque

**THAT** the Mayor is authorized and directed to execute the Letter to Minister Joel Lightbound re: Canada Post Services in Remote Communities, dated October 21, 2025, with the amendment to note the importance of mail for prescription deliveries to the community.

Carried

## 11. NEW BUSINESS

### 11.1 Canada Community Building Fund Amendment #1

Resolution: 25-361

Michell-Larocque, Yee

**RESOLVED THAT** the Mayor is hereby authorized and directed to execute the Canada Community-Building Fund Funding Agreement – Amendment # 1 between the Government of Yukon and the Town of Faro.

Carried

### 11.2 FireSmart Transfer Payment Agreement

Resolution: 25-362

Jones, Michell-Larocque

**RESOLVED THAT** the CAO is hereby authorized and directed to execute the FireSmart Transfer Payment Agreement (T00030621) between the Government of Yukon and the Town of Faro.

Carried

Administration advised that the agreement was executed in advance of this motion as it was due October 20, 2025, and while \$25,000 was requested in the application, the Town was approved for \$40,000.

### 11.3 Collective Agreement – Town of Faro and International Union of Operating Engineers Local 115.

Resolution 25-363

Jones, Michell-Larocque

**THAT** the Mayor and CAO are authorized and directed to execute the Collective Agreement between the International Union of Operating Engineers, Local 115 and the Town of Faro.

Carried

### 11.4 Draft Procurement Policy

Council discussed the draft as presented including the use of Electronic Funds Transfers, Administrative approval values, processes for sole sourcing and the process for accepting bids. A final version will be forthcoming for approval.

### 11.5 Proposed Expression of Interest for 2026-2028 Engineering Services

Council discussed the report as presented and concurred that it would be an efficient way for the Town to develop a relationship with a firm that best met the needs of the organization. A draft will be forthcoming for Council's consideration, along with a proposed vendor list.

### 11.6 CanNor 2026-2027 Expression of Interest

Council discussed a potentially eligible project which would include the removal of a portion of asbestos in part of the Solar Complex. This would create employment in the community and potentially prepare some of the space for commercial use. Additional information on this will be brought back to Council for consideration.

## 12. CORRESPONDENCE FOR INFORMATION (OUT & IN)

### 13. PUBLIC QUESTION PERIOD

#### Resolution 25-364

Jones, Michell-Larocque

**THAT** Council do now move into Committee of the Whole for public questions.

Carried

*Council responded to questions from the gallery.*

#### Resolution 25-365

Jones, Michell-Larocque

**THAT** Council do now revert into Regular Meeting of Council.

Carried

#### Resolution 25-366

Time: 9:12 p.m.

Jones, Michell-Larocque

**THAT** Council do now recess for five minutes and reconvene *in-camera*.

Carried

### 14. IN CAMERA

- 14.1 Employment Matter – in accordance with Municipal Act Section 213 (3)(c & d)  
Re: Recruitment Update, Manager of Recreation and Culture
- 14.2 Personal Matter – in accordance with Municipal Act Section 213 (3)(c) Re:  
Medical Transportation Request (Unit #2-11)
- 14.3 Property Sale Matter – in accordance with Municipal Act Section 213 (3)(e)  
Re: Lot 19-1, 19-2, 19-3 (Ogilvie Cres)

Councillor Vainio left prior to the end of the In Camera Meeting

#### **In camera discussion**

#### Resolution 25-367

Michell-Larocque, Jones

**THAT** Council do now revert into Regular Meeting of Council.

Carried

#### Resolution 25-368

Yee, Michell-Larocque

**THAT** the Council authorize and direct the Mayor to execute the Transfer Agreement for Lot 19-1, 19-2, 19-3 (Ogilvie Cres).

Carried

#### Resolution 25-369

Michell-Larocque, Yee

**THAT** the Council authorize the CAO to make arrangements for the use of a municipal vehicle for a medical transportation request, with costs to be billed to the requester; and

**FURTHER THAT** the CAO be directed to draft a municipal vehicle use policy for consideration by Council.

Carried

### 15. ADJOURNMENT

Resolution 25-370

Michell-Larocque, Yee

**THAT** the 21st day of October 2025, Regular Meeting of Council be adjourned at 9:55 p.m.

Carried

Approved at the Regular Meeting of  
Council held on November 04, 2025, by  
Resolution # 25-\_\_\_\_\_

\_\_\_\_\_  
Jack Bowers, Mayor

\_\_\_\_\_  
Kimberly Ballance, CAO



**Minutes**  
**Town of Faro Special Council Meeting**  
**October 30, 2025, at 12:15 p.m.**  
**Council Chambers**

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**PRESENT:**

|             |                        |             |                   |
|-------------|------------------------|-------------|-------------------|
| Mayor       | Jack Bowers            | CAO         | Kimberly Ballance |
| Councillors | Gary Jones             | Ops Manager | Mark Vainio       |
|             | Wendy Michell-Larocque |             |                   |
|             | Michelle Vainio        |             |                   |
|             | Neil Yee               |             |                   |

Presenters Ryan Stewart

Public Present: 4

Public on Zoom: none

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**1. CALL TO ORDER**

Mayor Bowers called the meeting to order at 12:15 p.m.

**2. ADOPTION OF AGENDA**

2.1 Council Meeting Agenda

Resolution 25-371

Michell-Larocque, Yee

**THAT** the agenda for the October 30, 2025, Special Meeting of Council be adopted as presented.

Carried.

**3. DELEGATION**

Resolution 25-372

Jones, Vainio

**THAT** Council do now move into Committee of the Whole for a delegation.

Carried.

3.1 Ryan Stewart – Arena Concession Proposal, dated October 14, 2025

Ryan Stewart provided an overview of his written proposal to Council and identified that he understood the process would require him to sign a lease for the premises. He noted his understanding of leases and Memorandum of Understandings including terms for insurance, rent, utilities inspections, and

proactive dispute resolution. Ryan advised that he would prefer to use his own equipment and may need an electrical review to ensure that electrical requirements are met. He does not intend to use propane-fueled equipment.

Council requested clarification on impacts on municipal insurance, business competition and fair market rental terms.

Council provided the public present an opportunity to comment on the proposal and received positive feedback.

Resolution 25-373

Jones, Yee

**THAT** Council do now revert into Special Meeting of Council.

Carried.

**4. BUSINESS ARISING FROM DELEGATION**

Resolution 25-374

Jones, Yee

**THAT** Council directs Administration to draft a lease agreement for the Arena Concession for its consideration.

Carried.

**5. ADJOURNMENT**

Resolution 25-375

Michell-Larocque, Vainio

**THAT** the October 30, 2025, Special Meeting of Council be adjourned at 12:37 p.m.

Carried.

Approved at the Regular Meeting of  
Council held on November 4, 2025, by  
Resolution # 25-\_\_\_\_\_

\_\_\_\_\_  
Jack Bowers, Mayor

\_\_\_\_\_  
Kimberly Ballance, CAO



**TOWN OF FARO  
MEMORANDUM**

To: Mayor & Council, CAO  
Date: October 29, 2025  
From: Lenka Kazda, General Manager, Finance  
Re: Report to Council Meeting November 4, 2025

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GST report for July 1 - September 30, 2025 was submitted and we will receive a refund of \$18,771.81.

Third property tax late payment remainders were mailed to owners of 10 properties in the amount of approximately \$32,000. Tax Lien list TL1 will be presented to Council for approval in January 2026.

**Payroll:**

10/29/2025 Town Employees \$ 48,303.08 October 13 - 26, 2025, Pay Period

**Payment Register Summary October 16 - 29, 2025**

|                                |                     |
|--------------------------------|---------------------|
| Administration                 | \$5,274.67          |
| Environmental Services         | \$47,102.80         |
| Professional Fees & Remittance | \$30,406.03         |
| PW and Gardening               | \$24,755.05         |
| Recreation and CRIC            | \$14,886.06         |
| Utilities                      | \$31,343.12         |
| <b>Total</b>                   | <b>\$153,767.73</b> |

**Resolution:** 25-\_\_\_\_

**THAT** Council receive for information the Finance Manager's report, including the Payment Register Summary and acknowledge the Cheque Register for the period October 16 to October 29, 2025.

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Any discussion?

All in Favour?

Carried/Defeated



## TOWN OF FARO MEMORANDUM

**To:** Mayor & Council

**From:** Kimberly Ballance, CAO

**Re:** CAO's Report to Council

October 30, 2025

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### **New Zoning Bylaw**

- Public Open House for the Zoning By-Law updates has been advertised for November 12, 2025 (2 sessions will be held: 2:30 – 4 pm and 6:30 – 8 pm)
- Elevator Yukon will be making a presentation at each session and providing time for the community to review the maps and ask questions.
- The draft Zoning Bylaw has been posted on the website.

### **Strategic Plan Process Implementation**

- Council Workshop to be held November 4 at 12 pm.
- Following the Workshop, a draft plan will be presented to Council (tentatively planned for November 18)

### **Land Matters**

- YG's Land Development Branch has provided updated GIS mapping for the town, and for the Mitchell Road Industrial Subdivision. The Mitchell Road Industrial Subdivision boundary will be added to the next set of Zoning Bylaw Maps for improved accuracy. The boundary may be further adjusted because the Highways Branch had not assessed the proposed entrances to Mitchell Road. An updated file will be requested prior to the third reading of the bylaw.
- YG's Land Development Branch is completing a Phase 1 ESA and a Heritage Resource Overview Assessment on the Rose/Ladue residential lots. This project may include some lot reconfiguration to try and meet the minimum lot area (but not lot depth) in the draft zoning bylaw. There isn't sufficient room to meet the minimum lot depth requirement unless the road was also realigned.

### **Procedural Bylaw**

- Mock-meeting walkthrough to be completed during the Strategic Planning Special Meeting on November 4.

### **Purchasing Policy**

- Administration will be meeting with its Banking Service Providers, the Auditor and the Insurance Broker to review proposed changes to purchasing, from a technical, financial controls and cyber security perspective.
- The Policy will be returned to Council once these reviews are completed.

### **Employment Matters**

- Some of the Third-party Harassment Investigations have been completed and submitted to WSCB for review and confirmation that they meet the requirements set out. Once verified as complete by WSCB, the final recommendations will be presented to Council and Staff. Copies of these reports will also be presented directly to the relevant complainants and respondents as part of that process.
- The Third-party Investigator will be making a presentation to the Joint Health and Safety Committee with the draft Violence and Harassment Policy (tentatively November 12).
- Morgan Manuel has been hired as the new Manager of Recreation & Culture.
- Re-advertisement of Manager of Operations position has begun.
- Working to review training records for all departments to assist in 2026 budgeting.

### **Action Items:**

- Develop drafts of the following for Council's consideration:
  - Violence and Harassment in the Workplace Policy – policy to be drafted and presented to JH&SC in November 2025.
  - Communications Policy – new with inclusion of existing Media Policy; will include specific social media and communication accessibility sections.
  - Policies that require review by Council but won't be prioritized until the Strategic Plan, Procedural Bylaw and Purchasing Policy are completed.
    - Hiring Policy – updates
    - Maintenance Bylaw – updates
    - Vehicle Use Policy – new policy
    - Sale / Acquisition of Land Policy – new policy
    - Cemetery Bylaw – update to reflect existing practices
    - Animal Control Bylaw – update



**Town of Faro  
MEMORANDUM**

**To:** Mayor & Council

October 30, 2025

**From:** Mark Vainio, Operations Manager

**Re:** PW report to Council for November 4, 2025

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**Landfill/Bylaw** – Tiny is covering Landfill for now. PW does garbage pickup and cover. I've been chasing Mia around but she won't let me near her. Working with consultant on our AMP response to Environment regarding Landfill wells exceeding drinking water standards on taste and aesthetics.

**Wells/WT** – Received our replacement UV analyzer and installed it last week. Still waiting for parts for one of our Chlorine pumps.

**Water** – Centrix came by for a visit and tour. The Rep was quite impressed with our water system and the whole town, though he recognized right away that we don't do primary treatment and was a bit confused about that. I sometimes forget just how fortunate we are with all our infrastructure and water source. Also our Rec Centre, ball diamonds, Arena, Pool, and Golf Course. Manhole bleeders are installed and operating. Hydrants are all winterized. Private water service shut-offs are still coming in periodically as Contractors are leaving town for the winter. One more water dig to do yet. Recirc line from school hydrant to PH3A has a leak and we're having some challenges locating the problem. We installed a Cc at the old PW shop in preparation to shut down the building.

**Property Development** – I contacted Mueller to supply and install 7 more green running man exit signs for the Rec Centre as well as 2 more LED lights for the stairwells. This project was funded and there is money left in the budget. At the same time, Mueller will install the two new fan motors for the Pool. They will be in Town in about 3 weeks and will complete the work then. We have received extension cords and multi-plugs for the Circle of Trees Christmas lights. We'll string some additional Christmas lights soon.

**Pumphouse 3 Backup Generator** – Still waiting for SCADA inputs for Genset from Setplan Engineering. Adding all Backup Generators to our SCADA system.

**FireSmart** – Funding has been approved. Hiring is complete and project will start November 3<sup>rd</sup>.

**Mitchell Road Outhouse** – No news on this project yet.

**Roads** – Sand truck has finally been repaired. We were over a month waiting for parts.

## CONTRACT OF PURCHASE AND SALE

BETWEEN

**TOWN OF FARO**, a municipality formed pursuant to the *Municipal Act (Yukon)*, with a mailing address of P.O. Box 580, Faro, Yukon Territory, Y0B 1K0

(the "**Vendor**")

AND

**CADEN GREY LANCASTER**, an individual with a mailing address of P.O. Box 1390, Banff, Alberta, T1L 1B3

(the "**Vendor**")

### WHEREAS:

- A. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, the following property (hereinafter the "**Property**"):

**Legal Description:** Lot 258, Faro, YT, Plan No. 64192

**Civic Description:** 605 Yates Cr., Faro, YT, Y0B 1K0

- B. The Purchase and the Vendor wish to evidence the terms of their agreement within this instrument.

### AGREEMENT

The Purchaser hereby agrees to purchase the Property, and the Vendor agrees to sell the Property, on the following terms.

1. **Purchase Price.** Subject to the terms herein, in exchange for the transfer of the Property to the Purchaser, the Purchaser will pay unto the Vendor the purchase price of SIXTY THOUSAND (\$60,000.00) DOLLARS (the "**Purchase Price**"), plus applicable Goods and Services Tax, payable on closing.
2. **Deposit.** The Purchase acknowledges receipt of a deposit of One Thousand (\$1,000.00) Dollars (the "**Deposit**") which shall be applied toward the Purchase Price on closing. Where the Purchaser does not consummate the deal herein by the Closing Date (as defined below), the Deposit shall be forfeit to the Vendor.
3. **Closing Date.** The transaction herein shall close two weeks after written notice is provided by the Purchaser as to closing, and no later than **February 27, 2026** (the "**Closing Date**");
4. **Possession.** The Purchaser is to have vacant possession of the property at 12:00 p.m. on the Closing Date (the "**Possession Date**").
5. **Adjustments.** There shall be no adjustments on closing.

6. **General Terms.** Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the solicitors for the Vendor and the Purchaser
7. **Warranties and Representations.** The Vendor gives the following warranties and representations in regards to the Property:
  - (a) The Property is free and clear of all encumbrances, including tenancies, except restrictive covenants, reservations and exceptions in the original grant from the Crown or those caveats, easements in favour of utilities and public authorities;
8. **No Further Representations.** There are no representations, warranties, guarantees, promises or agreements other than those set out above. For clarity, the Purchaser acknowledges that the Property requires extensive renovations before the Property would be fit for habitation (the "**Renovations**"), and that the Property is being sold on an absolute 'as-is-where-is' basis. For further clarity, the Vendor makes no representations or warranties concerning underground septic/water or electrical tie-in to services.
9. **Costs.** The Purchaser shall pay all fees in connection with the registration of the Transfer of Land and any mortgages.
10. **Closing.** The Vendor shall deliver to the Purchaser' solicitor, no later than 10:00 a.m. on the day before the Closing Date, a transfer in registerable form with appropriate spousal affidavits.
11. **Amendments.** Any amendments to this Contract of Purchase and Sale shall be made in writing and signed by all parties before coming into effect.
12. **Option to Re-Purchase.** The Purchaser hereby grants to the Vendor an option to purchase the Property for **one (\$1.00) dollar**, on the following terms:
  - (a) The option shall become effective after the 1<sup>st</sup> anniversary of the Closing Date and shall remain effective for two (2) years thereafter;
  - (b) Where the Purchaser has completed the Renovations and obtained an occupancy permit in relation to the improvements on the Property the option shall terminate;
  - (c) The Purchaser may trigger the option by sending a written notice to the address on the first page of this agreement;
  - (d) Upon receipt has not completed the Renovations by the 1<sup>st</sup> anniversary of the Closing Date, the Purchaser shall provide a transfer of the Property back to the Vendor; and
  - (e) The Vendor may register their option interest by way of caveat against title to the Property.

The acceptance of the transaction noted herein is evidenced by the signatures below:

Town of Faro

By:

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Caden Grey Lancaster

Date: \_\_\_\_\_



## Recommendation to Council

**Re:** 2026 Asset Disposal List - Equipment

**Date:** October 30, 2025

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### Recommendation

That Council approve a Motion to dispose of the following items through a public sale process to be held in Spring 2026.

### For Information

While some are below the required threshold, a resolution approving them is recommended to provide clear direction of staff for the proposed sale.

| <u>Item Description</u>                                       | <u>Disposal Value</u> |
|---------------------------------------------------------------|-----------------------|
| - Case Quick attachment - came with loader                    | (\$2,000)             |
| - Various large backup generators* (running)                  | (\$3,000)             |
| - Unit 5-04; 1987 Mobil Street Sweeper (running)              | (\$1,000)             |
| - Unit 5-03; Old Zamboni (running)                            | (\$1,000)             |
| - Unit 4-05; 1990 JD 455G Track Loader* (running - good cond) | (\$10,000)            |
| - 3-05 - 1989 Ford Vaccon (running - fair cond)               | (\$20,000)            |
| sewer flusher*                                                |                       |
| - 3-04 - 1985 GMC Single Axle (not running)                   | (\$500)               |
| Dump (engine)                                                 |                       |
| - 1-05 - 1996 Ford F350 Crew Cab * (running)                  | (\$1,500)             |
| (2-wheel drive)                                               |                       |
| - '86 sander                                                  | (\$500)               |
| <b>Total</b>                                                  | <b>\$39,500</b>       |

\*Indicates removal from TCA listing is required (in full or part) and proceeds will be recorded against the asset.

GST will apply to all purchases.

Submitted by: Mark Vainio, Operations Manager and Kimberly Ballance, CAO



## Recommendation to Council

**Re:** Bylaw 2008-04, Maintenance Bylaw – Authorize provision of notice

**Date:** October 30, 2025

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### Recommendation

That Council pass a motion to authorize the CAO and/or Manager of Operations to notify and require property owners to comply with the Maintenance Bylaw, without Council instruction.

That this bylaw be reviewed and updated following the second reading of the Zoning Bylaw, to ensure the alignment of the two bylaws.

### For Information

Excerpt - Section 8 of Bylaw 2008-04

In the event of any breach of any section of this bylaw, in addition to the institution of a prosecution for such breach, the Chief Administration Officer or the Manager of Operations may, on the instruction of the Council, notify and require the owners or occupiers of the lands upon which such breach has occurred or the lands adjoining the public lands on which such breach has occurred to remove from their property or from the adjacent public property any rubbish, paper, wood, glass, metal, water or junked vehicles or dilapidated buildings, and in default of such removal within thirty (30) days of the date of the notice, the Town by its workmen and others may enter and effect such removal at the expense of the person so defaulting and the Town shall thereafter bill the owner or occupier, or both as the case may be, for the cost of so doing and if the charges are unpaid on the last day of the current fiscal period of the Town, they shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears

Submitted by: Kimberly Ballance, CAO

## **TOWN OF FARO**

### **BYLAW 2008-04**

A bylaw to establish and enforce minimum standards relating to the state of repair and maintenance of property in the Town of Faro.

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WHEREAS section 258 of the *Municipal Act* provides that Council may by bylaw require persons to remove and clear away all snow, ice, dirt and other obstructions from sidewalks adjoining premises owned or occupied by them; and

WHEREAS section 267(2) of the *Municipal Act* provides that Council may by bylaw provide for the destruction, alteration or removal of any building, structure, or any weeds, grass, rubbish or other things within the municipality that could constitute a fire hazard or that should be removed for the protection of life and property; and

WHEREAS section 271 of the *Municipal Act* provides that Council may, subject to the Public Health Act and regulations made thereunder, pass bylaws requiring the removal of dirt, filth, dust and rubbish from highways in the municipality by the person or persons depositing it or by the owner or occupier of an adjacent property, and requiring the removal by the owner thereof of anything deemed dangerous to the health and safety of the inhabitants of the municipality; and

WHEREAS section 291 of the *Municipal Act* provides that Council may by bylaw prohibit persons from causing or permitting water, rubbish or noxious, offensive or unwholesome matter or substances to collect or accumulate around their premises, and prohibit the owners or occupiers of real property from allowing property to become untidy or unsightly, and require them to remove therefrom any accumulation of filth, discarded materials or rubbish of any kind; and

WHEREAS the Council of the Town of Faro deems it to be dangerous to health and safety of the inhabitants of the Town of Faro to permit or allow the presence of rubbish, paper, wood, glass, metal, water, abandoned automobiles, dilapidated or abandoned buildings, weeds, fallen trees, unattended accumulation or unauthorized accumulation of building materials or uncovered excavations on private or public lands within the Municipality of the Town of Faro;

NOW THEREFORE the Council of the Town of Faro, in open meeting assembled, hereby ENACTS AS FOLLOWS:

#### **SHORT TITLE**

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

#### **DEFINITIONS**

2. (1) In this bylaw:

"Bad Repair" means a condition where a structure has:

- (a) significant damage;
- (b) broken, missing, or fallen parts;
- (c) rot or other significant deterioration;
- (d) other visual evidence of a lack of general maintenance; or
- (e) any condition which is, or may become, a safety hazard.

"Chief Administration Officer" means the Chief Administration Officer of the Town of Faro or his designate;

"Composting" means the managed practice of recycling organic material, including food and yard waste, through biological degradation in a container or pile to create useable soil conditioner;

"Composting Container" means a retail or home-made holding unit used to store yard, garden and household waste for the purpose of composting;

"Composting Pile" means a designated area of the property which is not fully contained in a structure and used to store yard, garden and household waste for the purpose of composting and for which the dimensions and appearance of same are deemed to be reasonable to the size of the property and for easy maintenance;

"Council" means the Council of the Town of Faro;

"Development Officer" means the properly authorized official or officials of the Town appointed by Council to interpret, administer, and enforce the provisions of the Town of Faro Zoning Bylaw as specified within the Zoning Bylaw.

"Fence" means a structure, or any part of that structure, used as an enclosure or screening around all or part of a lot or site, and shall include, but not be limited to, a privately-built fence and a developer-built screening fence.

"highway" shall have the same meaning given it in the Motor Vehicles Act of the Yukon Territory;

"Inspector" means an inspector appointed pursuant to section 3 of this bylaw;

"junked vehicle" means a vehicle that:

- (a) is either in a rusted, wrecked, partly wrecked, dismantled, partly dismantled, inoperative or abandoned condition; and
- (b) is not located in a building and does not form part of the business enterprise lawfully being operated on that property.

"Manager of Operations" means the Manager of the Town's Public Works Department or a person acting in that position.

"occupier" means an occupier of land and includes the resident occupier of land or, if there is no resident occupier, the person entitled to the possession thereof, a lease-holder or a person having or enjoying in any way or for any purpose whatsoever the use of the land otherwise than as owner, whether or not the land or part thereof is an unsurveyed area, and includes a squatter;

"occupying" means the acts of an occupier;

"owner" means an owner of real property and includes a person having any right, title, estate or interest in real property other than that of an occupier or mortgagee;

"Peace Officer" means a member of the Royal Canadian Mounted Police.

"person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person;

"public lands" means all lands under the ownership or control of Her Majesty the Queen in Right of Canada, the Commissioner of the Yukon Territory or the Town of Faro;

"refuse" means all solid wastes including broken dishes, tins, glass, rags, cast-off clothing, waste paper, cardboard, food containers, grass cuttings, shrubbery and tree prunings, weeds and garden waste, but does not include tree stumps, roots, turf, earth or such waste matter as may accumulate as a result of building operations.

"Town" means the Town of Faro;

- (2) In this bylaw, wherever the male gender is specified it shall be interpreted as meaning both male and female as applicable.

## **GENERAL PROVISIONS AND REGULATIONS**

### **INSPECTORS**

3. (1) The Town appoints the Chief Administration Officer or his designate and the Manager of Operations or his designate, for the administration of this bylaw.
- (2) To assist the Chief Administration Officer and the Manager of Operations in the administration of this bylaw, inspectors may from time to time be appointed.

### **RIGHT OF ENTRY**

4. (1) Each inspector appointed pursuant to this bylaw may enter into or upon any property within the Town at any reasonable time for inspection purposes or in order to enforce or carry out provisions of this bylaw.
- (2) Where entrance into or upon any property within the Town is refused, a Judge, upon application made on behalf of the Council, may by order require the occupier of the property to admit an officer or servant of the Council into or upon the property of the purpose of an inspection under section 4(1).
- (3) An order made by a Judge under this section continues in force until the purpose for which it was made has been fulfilled.
- (4) Any person who wilfully disobeys or contravenes an order of a Judge made under this section is guilty of an offence and liable on summary conviction to a fine of not more than five hundred dollars (\$500.00) or to imprisonment for a term not exceeding thirty (30) days or to both fine and imprisonment.

### **ACCUMULATIONS PROHIBITED**

5. No person shall cause, permit or allow refuse, paper, wood, water, glass, metal, appliances or junked vehicles or dilapidated buildings to collect, accumulate or be upon lands owned or occupied by him or upon a highway or public lands adjoining lands owned or occupied by him unless such site is designated by the municipality as a sanitary landfill site.
6. No person shall cause, permit or allow refuse, paper, wood, water, glass, metal or junked vehicles or dilapidated buildings or earth, landfill, broken asphalt, concrete or appliances to accumulate in any public or private open place within the Town unless such site is designated by the municipality as a sanitary landfill site.
7. No person shall cause, permit or allow refuse, paper, wood, water, glass, or metal to accumulate in any structure attached to any building within the Town except in containers, bins, drawers, shelves and areas provided for temporary storage.

8. In the event of any breach of any section of this bylaw, in addition to the institution of a prosecution for such breach, the Chief Administration Officer or the Manager of Operations may, on the instruction of the Council, notify and require the owners or occupiers of the lands upon which such breach has occurred or the lands adjoining the public lands on which such breach has occurred to remove from their property or from the adjacent public property any rubbish, paper, wood, glass, metal, water or junked vehicles or dilapidated buildings, and in default of such removal within thirty (30) days of the date of the notice, the Town by its workmen and others may enter and effect such removal at the expense of the person so defaulting and the Town shall thereafter bill the owner or occupier, or both as the case may be, for the cost of so doing and if the charges are unpaid on the last day of the current fiscal period of the Town, they shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.
9. It shall be a contravention of this bylaw and an offence for any person owning or occupying land within a residential area as defined by any bylaw of the Town to permit, allow or condone any of the following acts:
  - (1) The accumulation or storage of any building materials, whether new, used or second-hand, on any lands or premises, where the owner or occupier of the lands or premises is not in possession of a valid building permit referring to such lands or premises;
  - (2) The storage, collection or accumulation of any automobile wreck, in whole or part thereof, or any motor vehicle or portion of a motor vehicle which is not validly registered and licensed in accordance with the Motor Vehicle Act, or which is not capable of motivation under its own power and is not then under active repair by the owner thereof;
  - (3) The storage or accumulation of any goods or merchandise which is offered, or intended to be offered for sale;
  - (4) The accumulation of vehicle or appliance parts or accessories;
  - (5) The storage of solid fuels such as wood where the amount of solid fuel so stored is in excess of two (2) winter seasons' supply for consumption on site and is so stored that it may be viewed from an adjacent road right-of-way;
  - (6) The use of any property within the residential area as defined by the Zoning Bylaw for the storage, repair, cleaning, maintenance, collection or servicing of mechanical equipment such as bulldozers, graders, backhauls, payloaders, cranes, tractors, semi-trailers or a combination thereof, or other similar heavy equipment.

#### COMPOSTING

10. All composting shall be carried out by the owner or occupier of a property in accordance with the following requirements:
  - (1) Composting shall take place only in a container or pile and only on land on which a dwelling unit is located;
  - (2) The composter or compost pile shall have a maximum size of 3 metres x 1.5 metres x 1 metre high;
  - (3) Composting shall take place to the rear of the building line of the land and shall be located at least one metre from any property line and at least 3 metres from any dwelling unit, deck, or patio area associated with an adjacent property measured from the nearest part of the composting

container or pile to the nearest part of the adjacent dwelling unit, deck, or patio;

- (4) bones, meat, fish, dairy products, fat products, human feces or other animal feces shall not be placed in a container or pile used for composting;
- (5) food waste placed in a composting container or pile shall be kept covered with yard waste, soil or compost;
- (6) composting shall be maintained so as to not attract insects, vermin or animals; and
- (7) no offensive odour shall be permitted to emanate from the compost container or pile;

#### OFFENSIVE GROWTH

11. Every owner or occupier or their agents of real property in the Town shall clear their property of bush, trees, or other growth which constitutes a fire or health hazard. Persons affected hereby shall receive a notice which shall require the clearing work to be done within thirty (30) days, and where the clearing work has not been completed within the said thirty (30) days, the persons responsible shall be considered in default and in addition to instituting prosecution for a breach of this bylaw, the Town by its workmen and others may enter and effect such clearing at the expense of the persons so defaulting and the said owner or occupier, or their agents, as the case may be, shall be billed for such charges by the Town and if such charges are unpaid on the thirty-first (31) day of December in the same year, they shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.

#### SIDEWALK CLEANLINESS

12. Every owner or occupant of any building bordering upon any street within the Town shall keep the sidewalks in front of or abutting such building in a state of cleanliness, free from discarded paper and rubbish, and no owner or occupant shall place the sweepings, ashes or refuse from his premises, or from the sidewalk abutting his premises, on the public streets or alleys within the Town without prior written permission or notification from the Town.

#### SIDEWALK SNOW AND ICE REMOVAL

13. Every owner or occupier of real property within the Town shall remove snow or ice from the sidewalks and lane crossings or any portion of them bordering on the real property owned or occupied by themselves, and where snow or ice is allowed to accumulate upon sidewalks or lane crossings after a snowfall,
  - (1) Every owner or occupier of commercial premises bordering on such sidewalks and lane crossings shall remove snow or ice from such sidewalks and lane crossings before the hour of eleven o'clock a.m. on the next day following the snowfall, or immediately upon being requested to do so by an inspector as defined in this bylaw. In the case where a lane crossing borders on two properties, each property owner or occupier shall be responsible for the maintenance of half of the lane crossing.
  - (2) Every owner or occupier of residential property bordering on such sidewalks and lane crossings shall remove snow or ice from such sidewalks and lane crossings for safe pedestrian travel within forty-eight (48) hours following the snowfall, or immediately upon being requested to do so by an inspector as defined in this bylaw. The standard of snow and ice removal from such sidewalks will be consistent with the Town of Faro *Snow and Ice Control Policy*. In the case where a lane crossing borders on

two properties, each property owner or occupier shall be responsible for the maintenance of half of the lane crossing.

- (3) Except as provided for in subsection (4) herein, no person shall remove snow, ice, dirt, debris or other materials from any sidewalk, lane crossing, or driveway by causing such material to be placed upon any other portion of the highway, other public places adjacent to such property or onto private property other than their own
- (4) A person may remove snow or ice from a sidewalk, lane crossing, or driveway by causing it to be placed on a roadway adjacent to such sidewalk or driveway after obtaining specific permission in each case from the Manager of Public Works.

#### ROOF SNOW REMOVAL

14. Every owner or occupier of any commercial real property shall remove snow, ice or rubbish from the roof adjacent to or abutting on any portion of any highway, sidewalk or footpath, as soon as such accumulation becomes a hazard, or when requested to do so by an inspector as defined in this bylaw. With regard to any structure such as a canopy or awning adjacent to or abutting on or overhanging any portion of any highway, sidewalk or footpath, materials such as snow, ice and rubbish shall be removed immediately after such accumulation occurs, or when requested to do so by an inspector as defined in this bylaw.

#### MANDATORY CLEANLINESS AND SNOW AND ICE REMOVAL

15. Should any person owning or occupying real property within the Town refuse or neglect to comply with the provisions of sections 11, 12 or 13 herein, the inspector may inform such person in default that the work shall be done at their expense and may cause the work to be done by the Town work crew or others and the Town shall thereafter bill the owner or occupier or their agents as the case may be for the charges for snow removal, and if these charges are unpaid on the thirty-first (31) day of December on the same year, these shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.

#### HIGHWAY NAMES

16. (1) Town Council shall be responsible for the assigning of names and/or numbers to highways within the Town and for the placing of signs therefore.
- (2) Every person who erects, removes, defaces or damages any such sign as aforesaid in any way whatsoever, shall be liable for an infraction of this bylaw.

#### HOUSE NUMBERING

17. Town Council shall be responsible for the assigning of numbers to houses and buildings, and it shall be compulsory for the owner or occupier of every house or building within the Town to place such assigned numbers in a conspicuous place forthwith and in such a manner that they shall be clearly visible from the highway upon which the house or building is situated. In the case of country residential lots, assigned numbers shall be placed on reflective backgrounds or be of reflective materials at least 15cm high, and shall be located within three (3) metres of the highway upon which the house is situated.

#### PRIVATE HIGHWAYS

18. Every owner of a private highway within the Town shall maintain it in a clean, fit and safe state and shall affix suitable signs indicating that such highway is a private thoroughfare.

#### BOULEVARD MAINTENANCE

19. The owner of the land fronting upon any boulevard shall maintain the said boulevard in accordance with Town standards as established by the Public Works Department of the Town.

#### BOULEVARD DAMAGE

20. (1) It shall be unlawful and contrary to the provisions of this bylaw for any person within the Town to damage:
- (a) any boulevard or hedge adjacent to any highway; or
  - (b) anything erected or maintained adjacent to a highway for the purpose of lighting the highway; and every person causing such damage shall be liable for the costs of repairing such damage in addition to any penalty assessed under this bylaw.
- (2) No person shall drive upon and no vehicle shall be allowed on or across the grass of any boulevard within the Town except when it is necessary to cross part of the boulevard for the purpose of delivery or removal of furniture, household goods, or other like chattels, in which case planks of sufficient length and width shall be placed over the boulevard in front of the building in or from which such chattels or goods shall be delivered or removed, so that damage or injury shall not ensue to that part of the said boulevard, and the person responsible for such transporting of goods and chattels shall be liable should the boulevard not be in as good condition.

#### EARTH REMOVAL

21. (1) No person shall take up or dig or carry away any of the earth, sand or gravel in or from any highway, sidewalk, alley, lane, or square within the Town or from any real property owned by the Town within the Town, without the written permission of the Manager of Operations.
- (2) No person shall remove any soil from any vacant lands within the Town, except where a building permit has been granted for the said land, without first having obtained a valid permit from the Development Officer of the Town and having paid therefore such price as is demanded by the owner of such vacant lands.

#### DEFACING PROPERTY

22. Every person who in any way removes, injures, damages, defaces or disfigures any public or private building, wall, fence, hedge, railing, sign, monument, statue, light standard or telephone pole, in whole or in part owned or maintained within the Town, by cutting, breaking, painting, or daubing with paint or other substances, or bill posting thereon, shall have contravened the provisions of this bylaw, and shall be liable for the costs of repairing such damage in addition to any penalties assessed under the provisions of this bylaw.

#### INCESSANT NOISES

23. (1) Everyone who makes or causes noises or sounds in or on a highway or elsewhere in the Town which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood or of

persons in the vicinity, shall upon warning from any Peace Officer cease making or causing such noises forthwith, or shall be deemed to have contravened the provisions of the bylaw.

- (2) Construction equipment shall not be operated between the hours of eleven o'clock at night and seven o'clock in the morning (11:00 p.m. to 7:00 a.m.) except with the permission of the Chief Administration Officer or the Manager of Operations.

#### NOISE MAKING DEVICES

24. No person shall shout or use a megaphone or other noise-making devices in, or at, or on the streets or other public places of the Town without having first obtained permission from the Chief Administration Officer or the Manager of Operations.

#### MAINTENANCE OF BUILDINGS, STRUCTURES, FENCES AND SIMILAR STRUCTURES

25. Notwithstanding the provisions of the Zoning Bylaw, no person shall cause, permit, or allow real property owned or occupied by them to become dangerous, useless, inoperative or ineffective.
26. No person shall cause, permit or allow a fence situated on real property owned or occupied by them, to exist in a state of bad repair.
27. Where the exterior doors, windows, or other openings to vacant or abandoned buildings or structures are broken, improperly fitted, or otherwise in disrepair, the property owner shall board the building or structure as a security/safety/repair measure so as to prevent the entrance of unauthorized persons or elements or the infestation of pests.
28. The boarding required under Section 27 shall comply with the following requirements:
  - (1) All boards used in the boarding shall be installed from the exterior and properly fitted within the frames of the opening in a watertight manner by nails or screws at least 50 mm in length and spaced not more than 150 mm on center;
  - (2) All openings that are to be boarded shall be securely boarded with a solid piece of plywood that is at least 12 mm thick or metal plate that is at least 3 mm thick.
29. Where the owner or occupier of real property has received a notice from the Public Works Department that any part of the property is deemed to be in bad repair, such owner or occupier shall make such repairs to the property as detailed in the notice. Such notice shall require the repair to be done within thirty days, and where the repairs have not been completed within the said thirty days, the persons responsible shall be considered in default.
  - (1) Where persons responsible are considered to be in default pursuant to section 29 of this bylaw, in addition to instituting prosecution for a breach of this bylaw, the Town, by its workmen and others, may enter and effect such repairs at the expense of the persons so defaulting, and the said owner or occupier shall be billed such charges by the Town. If such charges are unpaid on the thirty-first day of December in the same year, they shall be added to and form part of the taxes payable in respect of that property as taxes in arrears.

### PERSONS LIABLE

30. Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this bylaw, or who neglects to do so refrains from doing anything required to be done by any of the provisions of this bylaw, or who does any act which violates any of the provisions of the bylaw shall be deemed to be guilty of an infraction thereon and liable to the penalty hereinafter provided.

### PENALTIES

31. (1) Any person who violates the provisions of this bylaw commits an offence punishable on summary conviction and is liable to a fine not exceeding:
- (a) ten thousand dollars (\$10,000.00) where proceedings are commenced pursuant to the summary conviction provisions of the *Criminal Code of Canada*; or
  - (b) five hundred dollars (\$500.00) where proceedings are commenced pursuant to the *Summary Convictions Act* of the Yukon.
  - (c) a voluntary fine under section 20 of the *Summary Convictions Act*, issued in respect of an offence specified in Schedule "A" attached hereto and forming part of this bylaw.
- (2) Property owners found in violation of sections 12(2) or 12(3) of this bylaw in a second or subsequent offence in any calendar year shall be subject to a mandatory court appearance.

### BYLAW REPEAL

32. Bylaw 86-14 and any amendments thereto are hereby repealed.

### COMING INTO FORCE

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

**READ** a first and second time this 22<sup>nd</sup> day of April 2008.

**READ** a third time and finally **PASSED** this 6<sup>th</sup> day of May 2008.

*Original Signed By*

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Michelle Vainio, Mayor

*Original Signed By*

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Hermann Minderlein, CAO

**SCHEDULE "A"**  
**SCHEDULE OF VOLUNTARY FINES**

| <b><u>Section</u></b> | <b><u>Description</u></b>                                    | <b><u>Fine</u></b> |
|-----------------------|--------------------------------------------------------------|--------------------|
| 13(2)                 | Fail to remove snow, ice as directed                         | \$100.00           |
| 13(3)                 | Place snow, ice, debris or other material on public property | \$100.00           |