



Agenda
Town of Faro - Special Council Meeting
April 17, 2025, At 6:00 p.m.
Council Chambers

1. CALL TO ORDER
2. ADOPTION OF AGENDA
 - 2.1 Council Meeting Agenda
3. NEW BUSINESS
 - 3.1 Proposed MOA – Boreal Engineering
 - 3.2 Development Permit – Discretionary Use Approval
 - 3.3 Leave of Absence – Councillor Wendy Michell-Laroque
4. ADJOURNMENT



Town of Faro Memorandum

To: Mayor & Council

April 17, 2025

From: Larry Baran, CAO

Re: Proposed Memorandum of Agreement - Boreal Engineering

An informal meeting was held on Wednesday, April 16 2025, with Boreal Engineering, Town Council, and Town Senior Management Staff. Boreal expressed concern about possible delays in developing a suitable site for a concrete batch plant happening again in 2025. Erik Nyland noted that this project had already been delayed for approximately 8 years, so requested that Council consider alternatives.

After some discussion, it was agreed that another suitable site may be created on a portion of Lot 1027, owned by the Town of Faro. Administration was directed by Council to draft a Memorandum of Agreement that would provide for the lease of that land to Boreal, which would allow their access and site development almost immediately.

Attached is a DRAFT Memorandum of Agreement for both Council's and Boreal consideration and discussion.

Suggested Motion of Council:

If Council supports this recommendation, a proposed Motion of Council might be worded as follows:

Resolution # _____

That Council authorize Mayor Jack Bowers to sign a Memorandum of Agreement between the Town of Faro and Boreal Engineering Ltd for the lease of a portion of land on Lot 1027.

_____ as presented.

_____ with amendments of:

Moved: _____

Seconded: _____

Any discussion?

All in Favour?

Any Opposed?

Carried/Defeated

THIS MEMORANDUM OF AGREEMENT is entered into this ____ day of _____, 2025

Between

The Town of Faro

P.O. Box 580
Faro, Yukon
Y0B 1K0

(Referred to as the "Town")

AND

Boreal Engineering Ltd

P.O. Box 100
Faro, Yukon
Y0B 1K0

(Referred to as the "BOREAL")

WHEREAS BOREAL is a Yukon-based business, operating in Faro; and

WHEREAS BOREAL wants to develop and operate a concrete batch plant with the Town of Faro boundaries; and

WHEREAS BOREAL wishes to lease land from the Town for the purpose of operating a concrete batch plant; and

WHEREAS both parties agree that maintaining a concrete batch plant in the Town has a benefit to the economic, employment, construction, and business development of the community;

NOW THEREFORE in consideration of the mutual covenants and representatives set forth in this Agreement, the Parties hereby agree as follows:

1. PURPOSE:

The purpose of this MOA is to develop a framework of cooperation between the Town and BOREAL, and to provide for BOREAL to lease municipal land from the Town for the development and operation of a Concrete Batch Plant.

2. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Town and BOREAL agree that it is in the best interest of both parties that they cooperate and work together to maintain a concrete processing service within the Town, to assist in the economic, employment, construction, and business development of the community, and to provide a secure area for BOREAL to create and develop their products.

3. TERM OF AGREEMENT:

The initial term of this MOA shall begin on the date hereof (the "Start Date") and shall end on December 31, 2028, subject to annual reviews. The MOA shall automatically renew for one (1) year, with the same terms and conditions stated herein, unless the MOA is cancelled by either party for any reason, provided unless any party desiring to cancel this MOA after its' initial term shall provide written notice to the other party advising said party of the desire to cancel the MOA no later than January 31st of the subsequent year.

4. USE & FEES:

- a. The municipal land requested to be leased by BOREAL is a portion of Lot 1027, 82317 CLSR, as roughly defined in the attached map, with the approximate dimensions of less than 19,000 m² (less than 5 acres). (*See Schedule "A"*) The leased land shall be utilized for operations of a concrete batch plant (hereinafter referred to as "the Plant"). The area outlined as the leased land is currently zoned for Industrial-Commercial use.
- b. The leased land utilized and approved for the PLANT, as defined in Clause 4.a, shall be leased by BOREAL for a sum of \$2,000.00 (plus GST) per year for the term of this agreement. In recognition of the ground clearing and general preparation, the Town shall forgive the first three months (\$500.00).
- c. BOREAL reserves the right to negotiate the purchase of the leased land at fair market value, at any time during the term of this agreement, with all costs associated with the survey and subdivision shall be borne by BOREAL.

5. RESPECT OF CONSTRUCTION ACTIVITIES:

BOREAL shall create and produce such materials for sale, as may be deemed necessary by BOREAL, for the on-going operations of the PLANT.

6. MAINTENANCE OF LAND:

BOREAL shall maintain the land in accordance with the practices of good husbandry. BOREAL shall not permit voluntary nor permissive waste and, without restricting the generality of the foregoing, BOREAL shall not cut any trees, make any improvements, or place any structures and/or buildings on the land without an approved Development Permit being issued by the Town.

7. BOREAL FEES FOR SERVICES:

Any fees and/or pricing with respect to operation of the PLANT facilities or services shall be within the discretion of BOREAL.

7. THE TOWN WILL ENDEAVOR TO:

- a. Work in cooperation with BOREAL for the operation of the PLANT within the boundaries of the Town.

8. BOREAL WILL ENDEAVOR TO:

- a. Provide for the development of the leased land to meet the needs of BOREAL.
- b. Provide for the connection to, or provision of, utilities (such as bulk water, sewer disposal, and electrical connection) at their cost.
- c. Professionally operate and maintain the physical facilities, including the leased land as noted in Section 4.a of this agreement.

9. INSURANCE:

BOREAL shall obtain and maintain in force a policy or policies of Comprehensive Liability Insurance in an amount not less than two million (\$2,000,000), dollars including property damage, insuring the Town and BOREAL against all claims for personal injury, death, or property damage occurring upon, in or about the land or buildings or improvements thereon and on, in or about any adjoining land, arising out of the use of the land by BOREAL, its' agents, servants, employees, members or licensees. The insurance policy shall list the Town of Faro as an additionally named insured.

10. INDEMNITY:

- a. BOREAL, including any subcontractors and agents, is not an employee, or partner of, or a joint venture with the Town hereunder, and all BOREAL activities, relating to the PLANT shall be in its' capacity as an independent entity to the Town.

- i) Indemnification by BOREAL:

- BOREAL shall indemnify, and save and hold harmless the Town, its' officials, employees, agents, representatives, successors, and assigns from any and all claims, suits, or actions of every nature and kind arising or growing out of defaults under or breaches of this MOA caused by BOREAL, its' officers, agents, employees, representatives, successors and assigns under this MOA or out of the alleged infringement of any copyright, trademark, or other property rights of any third party caused by actions of BOREAL, including without limitation claims for personal injury, death, and property damage and all costs and expenses relating thereto.

- ii) Indemnification by the Town:

- The Town shall indemnify and save and hold harmless BOREAL, its' officials, employees, agents, representatives, successors, and assigns from any and all claims, suits, or actions of every nature and kind arising or growing out of defaults under or breaches of this MOA caused by the Town, its' officers, agents, employees, representatives, successors, and assigns under this MOA or out of the alleged infringement of any copyright, trademark, or other proprietary rights of any third party caused by the actions of the Town, including without limitations claims for personnel injury, death, and property damage all costs and expenses relating thereto.

- iii) Notice of Claim:

- BOREAL and the Town will provide each other with prompt and timely notice of any event covered by this section and, in the event that a claim is filed, each

party may employ legal counsel of its own choosing to provide advice on such claim.

12. ENTIRE AGREEMENT:

It is expressly understood and agreed by and between the parties hereto that this MOA sets forth all the provisions, agreements, conditions, inducements, and understandings between the Town and BOREAL. No conditions and terms here contained shall be binding upon either party unless embodied in an instrument in writing executed by the parties. Modification, additions, or deletions of any of the provisions hereto shall not affect any of the remaining provisions hereof.

It is mutually understood and agreed by the parties that this agreement will be reviewed each year during the month of April for any modifications, additions, or deletions. The purpose of the annual reviews is to review any previous goals and objectives at the beginning of each operating season with the intention to determine how to cooperatively improve upon each operating season.

13. COMMUNICATION:

Regular communication will occur between the Principle of BOREAL or designate and the Chief Administrative Officer or designate of the Town during the period of this agreement

14. MISCELLANEOUS:

- a. The rights and obligations under this MOA are not assignable by either party without the written consent of the other party thereto.
- b. In the event of delivery of any notice provided for or required under this MOA, the notice shall be in writing and shall be effective upon delivery in person or by receipt of email.

To the Town: Town of Faro
Box 580
Faro, Yukon
Y0B 1K0
Email: cao-faro@faroyukon.ca
ATTN: Chief Administrative Officer

To BOREAL: BOREAL Engineering Ltd
P.O. Box 100
Faro, Yukon
Y0B 1K0
Email: enyland@gmail.com
ATTN: Erik Nyland

Any party may change its' address for notification purposes by giving the other party written notice of such change in the manner provided above.

- c. This MOA constitutes the entire MOA between the parties pertaining to the subject matter hereof, and this MOA supersedes all prior letter agreements and correspondence with respect to the subject matter of this MOA. This MOA may not be amended, except by written amendment, signed by the parties.
- d. With the exception of the limitation on assignability of this MOA as provided above, this MOA shall bind the respective successors and assigns of the parties to this MOA.

In recognition of the covenants herein contained, the parties do thereby affix their signatures.

For the Boreal Engineering Ltd

For the Town of Faro

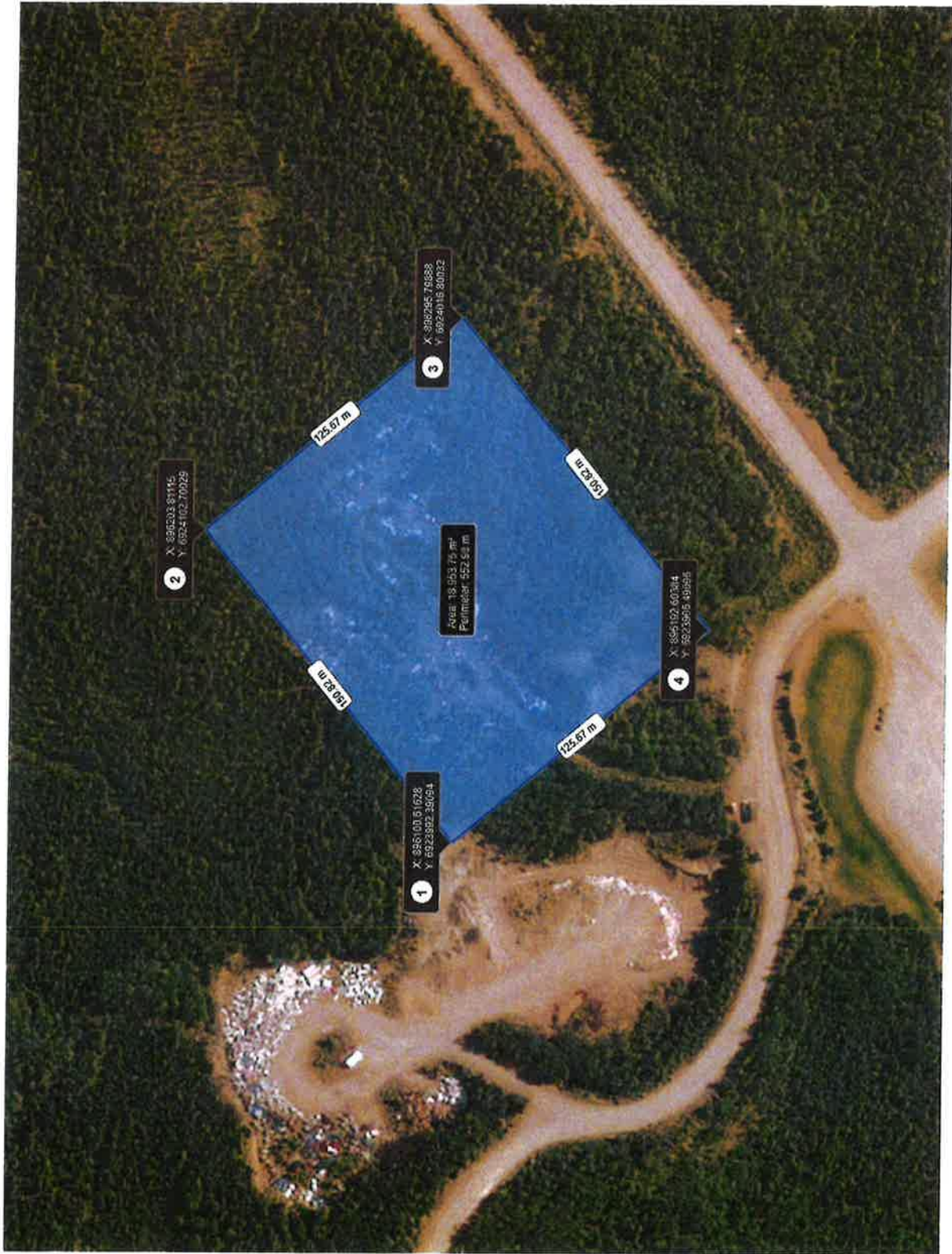
Erik Nyland, President

Jack Bowers, Mayor

Date of Signature

Date of Signature

Schedule "A" Map of Land Lease





GeoYukon map and data viewer



- Legend**
- Land Parcel Polygon - Surveyed
 - Easement Polygon - Surveyed

Notes



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.
 Date Printed: 17-Apr-2025

0.3 0.13 0.3 Kilometers
 Projection: Yukon Albers Equal Area Conic
 Produced from: GeoYukon application
 1: 5,000



Town of Faro Memorandum

To: Mayor & Council

April 17, 2025

From: Larry Baran, CAO

Re: Development Permit for Boreal Engineering Ltd (Discretionary Use)

As Council is aware, a 'batch plant' is a discretionary use in areas zoned Industrial Commercial (IC). Because Lot 1027 is Zoned IC, therefore Council must first approve this Discretionary Use before a lease, or any development, can proceed.

Administration respectfully requests that Council provide a resolution, approving the discretionary development of a batch plant on the area proposed for the land lease to Boreal Engineering Ltd. After which, as Boreal Engineering Ltd completes their development permit, Administration will be able to expedite the approval process.

Suggested Motion of Council:

If Council supports this recommendation, a proposed Motion of Council might be worded as follows:

Resolution # _____

That Council approve the discretionary development of a batch plant on the portion of Lot 1027 to be leased from the Town of Faro by Boreal Engineering Ltd, and this approval shall be noted on the yet to be completed development permit.

_____ as presented.

_____ with amendments of:

Moved: _____

Seconded: _____

Any discussion?

All in Favour?

Any Opposed?

Carried/Defeated

8.7. INDUSTRIAL COMMERCIAL - IC

8.7.1 Purpose: To provide a zone for large-scale industrial, commercial and other uses that may have large land requirements or nuisance effects on adjacent uses.

8.7.2 Permitted Uses:

- a. Accessory Buildings and Uses
- b. Bottle Depot
- c. Building Supplies
- d. Commercial Vehicle Garages
- e. Vehicle Sales And Service
- f. Car Washing Establishments
- g. Contractors & Service Establishments
- h. Emergency and Protective Services
- i. Equipment Rentals/Sales
- j. Greenhouses
- k. Junkyards
- l. Light Manufacturing
- m. Non-Noxious Industrial Uses
- n. Public Utilities and Uses
- o. Retail Shops and Services
- p. Service Stations and Card Locks
- q. Warehousing, Storage, Supply Depots
- r. Wholesale Sales
- s. Workshops

8.7.3 Discretionary Uses:

- a. Any other Manufacturing, Commercial, or Public Service uses unlikely to restrict use of the zone for Industrial & Commercial Uses
- b. Caretaker Residence
- c. Batch Plant
- d. Bulk Fuel Facility

8.7.4 Development Regulations:

- a. Maximum Development Density – As Required by the Development Officer
- b. Minimum Lot Size – As Required by the Development Officer
- c. Minimum Yard Requirements
 - (i) Front: 6.0m
 - (ii) Side: 1.0m
 - (iii) Rear: 4.0m
- d. For Discretionary Uses, as required by the Development Officer
- e. Maximum Height – 13.5m
- f. Maximum Site Coverage and Floor Area Ratio:
 - (i) 50% coverage or 0.5 FAR for lots within 100 metres of a fire hydrant.
 - (ii) 33% coverage or 0.33 FAR for lots greater than 100 metres from a fire

hydrant.

8.7.5 Special Provisions:

- a. No industrial operation, including production, cleaning, testing, repairing, storage, or distribution of material shall be carried on which, in the opinion of the Development Officer, will or does violate the following standards: emits offensive noise audible at any point on the lot boundary, emits dust, fly ash, noxious smoke, or any other particulate matter, emits any odorous gas or odorous matter, produces glare or heat discernable beyond the lot boundary, external storage is permitted if kept in a neat and orderly manner.
- b. Junkyards shall be visually screened from the street fronting the lot by landscaping, berm or fence. No junkyard shall be permitted on a lot fronting on to McQuesten Road between Campbell Street and Ross Road.
- c. All yards and buildings shall be developed and maintained in a manner that, in the opinion of the Development Officer, is appropriate to such a zone, and which will not visually detract from the use and enjoyment of surrounding properties.
- d. The relationship of the buildings to each other, to the site, and adjacent properties and the architectural appearance, provision of adequate light, air, privacy and landscaping shall be fully shown on the site plans for the whole development and shall be to the satisfaction of the Development Officer.
- e. The principal building on a lot shall be connected to the municipal water and sewer system if those services are available on the street fronting the lot.



Regular Meeting of Council

Date: April 17, 2025

Resolution: 25-____

THAT Council grant a leave of absence for Councillor Wendy Michell-Laroque for the Special Council Meeting held on April 17, 2025.

Moved: _____

Seconded: _____

Any discussion?

All in Favour?

Any Opposed?

Carried/Defeated