

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-10

DATE: Monday, May 27, 2024
TIME: 5:30 p.m.

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

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Indigenous History Month (June 2024)
Filipino Heritage Month (June 2024)
National Pride Month (June 2024)

MINUTES Regular Council meeting dated May 13, 2024

DELEGATIONS Sylvie Binette – Valleyview South Master Plan
Heather Ashthorn, Executive Director, Raven Recycling Society –
Temporary Fee-For-Service Recycling Depot
Robin Reid-Fraser – Temporary Fee-For-Service Recycling Depot

PUBLIC HEARING Zoning Amendment – Municipal Services Building

STANDING COMMITTEE REPORTS

City Planning Committee – Councillors Friesen and Boyd

1. Public Input Report – Valleyview South Master Plan
2. Zoning Amendment – 13, 23, and 33 McClimon Crescent
3. Land Use Master Plan Policy
4. Land Development Protocol and Land Disposition Policy

Development Services Committee – Councillors Boyd and Murray

1. Housing and land Development Advisory Committee Recommendation – Permit Process –
For Information Only

City Operations Committee – Councillors Curteanu and Friesen

Community Services Committee – Councillors Cameron and Laking

Public Health and Safety Committee – Councillors Murray and Cameron

1. Public Input Report – Vacant and Unoccupied Buildings Bylaw

Corporate Services Committee – Councillors Laking and Curteanu

1. Commencement Report – Municipal Services Building
2. Commencement Report and Budget Amendment – Temporary Fee-For-Service Recycling
Depot

/cont'd

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-10

DATE: Monday, May 27, 2024
TIME: 5:30 p.m.

AGENDA (cont'd)

NEW AND UNFINISHED BUSINESS

- 1. Point of Order – Notice of Motion under Corporate Services Standing Committee on May 21, 2024

BYLAWS

2024-34	Zoning Amendment – 13, 33, and 33 McClimon Crescent	1 st Reading
2024-19	Vacant and Unoccupied Buildings Bylaw	2 nd and 3 rd Reading
2024-32	Lease Agreement – Biathlon Yukon	3 rd Reading

ADJOURNMENT



PROCLAMATION
NATIONAL INDIGENOUS HISTORY MONTH
June 2024

WHEREAS the City of Whitehorse is located on the traditional territories of the Kwanlin Dün First Nation and the Ta’an Kwäch’än Council and Whitehorse strives to be an inclusive community that encourages all residents to reflect, learn and take action in a meaningful way towards Reconciliation; and

WHEREAS National Indigenous History Month is an opportunity to increase the visibility of Indigenous contributions, experiences, values and cultures, and to build bridges of understanding between Indigenous and non-Indigenous people; and

WHEREAS National Indigenous History Month also serves as a time to acknowledge historical injustices faced by Indigenous peoples, promote a platform for healing, education and dialogue, and recognize the strength of Indigenous communities that continue to endure;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim the month of June 2024 to be National Indigenous History Month in the City of Whitehorse.

Laura Cabott
Mayor



PROCLAMATION
FILIPINO HERITAGE MONTH
June 2024

WHEREAS Whitehorse and Canada have a significant Filipino population, which represents about 40 per cent of the City's visible minority population; and

WHEREAS the Whitehorse Filipino population is active in sport, cultural and community events; and

WHEREAS Filipino Heritage Month is an opportunity to celebrate Filipino culture and acknowledge the important role the Filipino community has had in our city's growth;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim the month of June 2024 to be Filipino Heritage Month in the City of Whitehorse.

Laura Cabott
Mayor



PROCLAMATION
NATIONAL PRIDE MONTH
June 2024

WHEREAS despite improvements in legislation and societal acceptance, 2SLGBTQI+ individuals still face violence and discrimination in Canada; and

WHEREAS National Pride Month supports and promotes events and activities that help build understanding of the queer community, which subsequently leads to an accepting, diverse and vibrant community; and

WHEREAS the City of Whitehorse is committed to supporting and respecting our 2SLGBTQI+ community members and employees and working to make our community a safe and inclusive space for all;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim the month of June 2024 to be National Pride Month in the City of Whitehorse.

Laura Cabott
Mayor

MINUTES of REGULAR Meeting #2024-09 of the Council of the City of Whitehorse called for 5:30pm on Monday, May 13, 2024, in Council Chambers, City Hall.

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

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

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

CALL TO ORDER

ACKNOWLEDGEMENT

Mayor Laura Cabott thanked City staff and partner agencies for their work in response to the emergency telecommunications outage from May 11 and May 12.

Staff Acknowledgement

AGENDA

2024-09-01

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

Carried Unanimously

PROCLAMATIONS

Mayor Laura Cabott proclaimed May 14, 2024 as Apraxia Awareness Day in the city of Whitehorse, a day for raising public awareness about childhood Apraxia of Speech

Apraxia Awareness Day

MINUTES

2024-09-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated April 22, 2024 be adopted as presented.

Carried Unanimously

DELEGATE SUBMISSIONS

Delegate Daniel Sokolov urged Council to reconsider allowing internet voting and provided suggestions to increase voter turnout and accessibility.

Daniel Sokolov – 2024-11
Election Procedures Bylaw
(3rd Reading)

Delegate Anthony Bier of the Contagious Mountain Biking Club spoke in support of the proposed Trail Development Application for Snowdog at Grey Mountain, explaining that the trail would improve mountain bike recreation and increase safety for riders. The delegate confirmed that the trail will not affect wildlife or the canopy of the forest, and responded to questions about safety concerns for other users of the trail.

Anthony Bier, Contagious
Mountain Biking Club – Trail
Development Application –
Grey Mountain

PUBLIC INPUT SESSION

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

Vacant and Unoccupied
Buildings Bylaw

Mary-Ann Dera spoke in support of the proposed Vacant and Unoccupied Buildings Bylaw but rose concerns regarding a lack of specificity in some areas of the bylaw and the time period for vacancy being too short.

Mary-Ann Dera

Ian Robertson spoke in support of the proposed Vacant and Unoccupied Buildings Bylaw. The speaker commented that the landscaping requirements and inspection procedures are unclear within the bylaw.

Ian Robertson

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

Public Input Closed

PUBLIC HEARING

Mayor Cabott advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to the Official Community Plan Administrative Amendments.

Official Community Plan
Administrative Amendments

Mayor Cabott called for submissions with respect to the Official Community Plan Administrative Amendments.

Official Community Plan
Administrative Amendments

Ian Robertson recommended adding an amendment into the proposed amendments to add a foot note onto the Official Community Plans that will make interpreting the boundary lines easier.

Ian Robertson

Mandeep Sidhu of Sidhu Trucking recommended improving the boundary lines on Maps 1 and 5 to maximize land usage

Mandeep Sidhu

so that the community is better prepared for fire disasters, and the municipality can benefit financially.

Mayor Cabott called a second and third time for submissions with respect to the Official Community Plan Administrative Amendments.

Official Community Plan
Administrative Amendments

Hearing no additional submissions come forward, Mayor Cabott declared the Public Hearing for the Official Community Plan Administrative Amendments now closed.

Public Hearing Closed

COMMITTEE REPORTS

City Planning Committee

2024-09-03

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

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

Carried (6-1)

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

OPPOSED: Councillor Boyd

In accordance with the Council Motion passed on February 12, 2024, Administration presented a proposed amendment to the 2040 Official Community Plan (OCP) to increase the maximum building height for the Mixed-Use Downtown Core designation to 40 m. Administration provided additional information on downtown servicing, parking capacities, timelines, previous public input, and the National Building Code requirements. It was expressed that further research was needed on how the amendment could impact climate change, equitable access, housing affordability, and what strategies could address a higher growth rate than the one used in the OCP. It was discussed that guidelines regarding shadow and wind impacts, as well as guidelines addressing housing requirements be added to the proposed amendment.

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

Per Section 26 of the 2021-12 Council Procedures Bylaw, the Committee directed that this item not be brought forward for decision at the next Regular Council meeting, and instead, Administration conduct additional research.

2024-09-04

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

Zoning Amendment – 6119
6th Avenue

2024-09-05

It was duly moved and seconded
THAT Council direct that Bylaw 2024-32, a bylaw to enter into a lease agreement with Biathlon Yukon for a lease area comprised of Lot 1115, Quad 105 D/10, Plan 98-164, Whitehorse, Yukon, be brought forward for due consideration under the bylaw process; and
THAT Council consent to the construction of an administrative building within Lot 1115, Quad 105 D/10, Plan 98-164, Whitehorse, Yukon, in accordance with the terms of the lease agreement.
Carried Unanimously

Lease Agreement – Biathlon
Yukon

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

New Business –
Development Project Updates

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

Delegate Elizabeth Hanson –
Building Height Maximum

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

Delegate Nathan Millar,
Downtown Residents
Association – Building Height
Maximum

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

Delegate Forest Pearson –
Building Height Maximum

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

Delegate Bill Curtis, Biathlon
Yukon – Biathlon Yukon
Lease Agreement

Development Services Committee

2024-09-06

It was duly moved and seconded
THAT Council adopt the amendments to the Housing
Development Incentives Policy and to the City Grant-Making
Policy.

Housing Development
Incentive Policy Amendment
– Tipping Fees

Carried Unanimously

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

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

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

2024-09-07

It was duly moved and seconded
THAT Council approve the allocation of \$186,812 for
Recreation Grants as recommended by the Recreation Grant
Task Force.

Spring Recreation Grants

Carried Unanimously

2024-09-08

It was duly moved and seconded

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

Trail Development Application
– Grey Mountain

Carried Unanimously

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

New Business – Senior's
Social

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

Proclamation – Jewish
Heritage Month (May 2024)

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

Proclamation – Asian
Heritage Month (May 2024)

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

Delegate Anthony Bier,
Contagious Mountain Bike
Club – Trail Construction

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

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

Public Health and Safety Committee

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

New Business – Funding
Acknowledgement

Corporate Services Committee

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

Delegate Daniel Sokolov –
Online Voting

NEW AND UNFINISHED BUSINESS

As per Section 105 of the 2021-12 Council Procedures Bylaw, each matter of Councillor Murray's motion on Youth Initiatives was considered separately by Council.

2024-09-09

It was duly moved and seconded
THAT the City of Whitehorse accept the offer to create a Civic Youth Fellowship by the Canadian Race Relations Foundation.
Carried (5-2)

Motion – Councillor Murray –
Youth Initiatives (1/4)

IN FAVOUR: Councillors Cameron, Curteanu, Friesen, Laking,
and Murray

OPPOSED: Mayor Cabott, Councillor Boyd

2024-09-10

It was duly moved and seconded
THAT the City of Whitehorse commit to hosting a minimum of four youth town halls each year.
Carried (5-2)

Motion – Councillor Murray –
Youth Initiatives (2/4)

IN FAVOUR: Councillors Cameron, Curteanu, Friesen, Laking,
and Murray

OPPOSED: Mayor Cabott, Councillor Boyd

2024-09-11

It was duly moved and seconded
THAT the City of Whitehorse create a youth advisory committee to provide advice and recommendations to Mayor and Council on issues such as climate change.
Defeated (3-4)

Motion – Councillor Murray –
Youth Initiatives (3/4)

IN FAVOUR: Councillors Friesen, Laking, and Murray

OPPOSED: Mayor Cabott, Councillors Boyd, Cameron, and
Curteanu

2024-09-12

It was duly moved and seconded
THAT Administration be directed to bring to council for
decision the necessary budget amendment to support the Civic
Youth Fellowship.

Motion – Councillor Murray –
Youth Initiatives (4/4)

Carried (6-1)

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

OPPOSED: Councillor Boyd

BYLAWS

2024-09-13

It was duly moved and seconded
THAT Bylaw 2024-31, a bylaw to amend the zoning at 6119
6th Avenue to allow for a child care centre, be given First
Reading.

BYLAW 2024-31

Zoning Amendment –
6119 6th Avenue
FIRST READING

Carried Unanimously

2024-09-14

It was duly moved and seconded
THAT Bylaw 2024-32, a bylaw to enter into a lease agreement
with Biathlon Yukon for a lease area comprised of Lot 1115,
Quad 105 D/10, Plan 98-164, Whitehorse, Yukon, be given
First Reading.

BYLAW 2024-32

Lease Agreement –
Biathlon Yukon
FIRST READING

Carried Unanimously

2024-09-15

It was duly moved and seconded
THAT Bylaw 2024-32 be given Second Reading.

BYLAW 2024-32

Lease Agreement –
Biathlon Yukon
SECOND READING

Carried Unanimously

2024-09-16

It was duly moved and seconded
THAT Bylaw 2024-20, a bylaw to amend the Official
Community Plan land use designation of a portion of 200
Lobird Road from Residential – Urban to Residential –
Country, be given Second Reading.

BYLAW 2024-20

Official Community Plan
Amendment – 200 Lobird
Road
SECOND READING

Carried (6-1)

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

OPPOSED: Councillor Boyd

2024-09-17

It was duly moved and seconded
THAT the 2024-11 Election Procedures Bylaw be referred
back to Administration to remove the provisions that allow for
internet voting; and
THAT Administration be directed to bring forward the amended
Bylaw 2024-11 for Third Reading at the Regular Council
meeting on June 24, 2024.

BYLAW 2024-11
Election Procedures Bylaw
REFERRED

Carried (6-1)

IN FAVOUR: Councillors Boyd, Cameron, Curteanu, Friesen,
Laking, and Murray

OPPOSED: Mayor Cabott

There being no further business, the meeting adjourned at 9:27 p.m. **ADJOURNMENT**

Laura Cabott, Mayor

Corporate Services

MEMORANDUM

FILE #: Z-03-2024

TO: Mayor and Council
FROM: Administration
DATE: May 21, 2024
SUBJECT: Public Hearing – Zoning Bylaw Amendment for 4210 4th Avenue

Please be advised there will be a Public Hearing at the Regular Council Meeting of May 27, 2024 to hear from interested parties related to the following Zoning Bylaw amendment:

Bylaw 2024-25, a bylaw to amend the zoning at 4210 4th Avenue, from CM2 – Mixed Use Commercial 2 to CM2x – Mixed Use Commercial 2 (modified).

Administration is bringing forward an application to rezone 4210 4th Avenue from CM2 – Mixed Use Commercial 2 to CMX2x – Mixed Use Commercial 2 (modified) to ensure the redevelopment of the Municipal Service Building site includes a residential use and to increase the maximum building height to 30 m.

Bylaw 2024-25 received First Reading on April 22, 2024. Notices were published in the Whitehorse Star and Yukon News on April 26th and May 3rd, 2024. A notice sign was placed on the subject site and property owners within 100 m were notified by mail. The Government of Yukon Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Downtown Residents Association were notified by email.



Mathieu Marois
Senior Planner, Planning and Sustainability Services

cc: Director of Development Services
Manager, Planning and Sustainability Services



Minutes of the meeting of the City Planning Committee

Date	May 21, 2024	2024-10
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Karmen Whitbread, Senior Planner, Planning Services Peter Duke, Manager, Planning Services	

* Indicates electronic participation

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

1. Public Input Report – Valleyview South Master Plan

The Committee was presented with a summary of submissions received for the Public Input Session that was held on April 22, 2024, regarding the proposed Valleyview South Master Plan. Nineteen written submissions were received and eight people attended the session to speak. The report responded to concerns raised about density, greenspaces, and transportation. It was also noted that the City could consider Southern Tutchone names for the subdivision and the elements within it. The Committee discussed greenspace and trails within the area, the need for a school in the area, and potential to specify a recreation area be developed on Lot 66.

The Recommendation of the City Planning Committee is

THAT the Valleyview South Master Plan be amended as follows:

Section 5.5.2.4:

“A 10m setback should be provided to mitigate adverse impacts to Valleyview. The setback should be vegetated.”

Section 6.1.2.5:

“If the recommended road alignment that extends from the CGC into the Valleyview South area is determined to be unfeasible, an alternative road alignment that bisect C-117B and C-141B could be considered.”;

THAT the proposed amendments to Appendix B maps B1 Land Use Plan, B2 Transportation, and B4 Phasing Concept be approved; and

THAT Council approve the amended Valleyview South Master Plan, a document providing guidance and a framework for the future development of the area.

2. Zoning Amendment – 13, 23, and 33 McClimon Crescent

An application to amend the zoning of 13, 23, and 33 McClimon Crescent was presented to allow for the development of 12 townhouses meant to house First Nation elders. Administration provided more information on the process and timeline, and on the development’s applicability to the Housing Accelerator Fund targets.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-34, a bylaw to amend the zoning at 13, 23, and 33 McClimon Crescent to allow for the development of townhouses, be brought forward for consideration under the bylaw process.

3. Land Use Master Plan Policy

As outlined in the 2040 Official Community Plan, developments over 1.5ha require a Master Plan. Administration presented a proposed Land Use Master Plan Policy, a policy meant to establish procedures and criteria to evaluate, accept, and potentially waive the Master Plan requirement. As requested by Committee members, Administration expanded on section within the policy and on the benefits of creating and utilizing Master Plans for large developments.

The Recommendation of the City Planning Committee is

THAT Council approve the proposed Land Use Master Plan Policy.

4. Land Development Protocol and Land Disposition Policy

Following the approval of the proposed Land Use Master Plan Policy, the Land Development Protocol will no longer be required and is proposed to be rescinded. Amendments to the Land Disposition Policy to remove references to the Land Development Protocol were also presented. Administration confirmed that the Yukon Government and First Nation governments are aware of both changes, and that no formal comment has been made.

The Recommendation of the City Planning Committee is

THAT Council rescind the Land Development Protocol and approve the amended Land Disposition Policy.

5. Delegate Nathan Millar, Downtown Residents Association – Downtown Building Heights

Nathan Millar on behalf of the Downtown Residents Association requested that Council clarify what problem Council is hoping to solve by raising the building height maximum so that the public can better engage in the discussion.



Minutes of the meeting of the Development Services Committee

Date	May 21, 2024	2024-10
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. **Housing and Land Development Advisory Committee Recommendation – Permit Process – For Information Only**

Administration, joined by Acting Chair John Vogt, presented recommendations from the Housing and Land Development Advisory Committee focused on streamlining the process for building and development permits. The recommendations are a list of actions with the goals to improve timelines, the burden on applicants and City staff, management of complex permits, and communication, fairness, and consistency. Administration expanded on the current status of permit applications, expected results from the changes, and on the potential of a report back to Council after implementation. As requested by Committee members, additional information was also provided on current protocol and requirements.



Minutes of the meeting of the City Operations Committee

Date	May 21, 2024	2024-10
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. New Business – New Water Treatment Plant

A Committee members requested an update on the project timeline for a new water treatment plant. Administration confirmed that currently, the contract is being awarded to the design team, and the preliminary design is expected to be ready by the end of 2024 and that the funding source of the construction portion of the project is unknown.

2. New Business – Mountainview Drive Expansion

As requested by a Committee member, Administration confirmed that the concept for the Mountainview Drive Expansion project is expected in early June, with a report to Council most likely early Fall.

3. New Business – Secondary River Crossing

A Committee member requested an update on the status of the secondary river crossing project, to which Administration provided that the conceptual work is almost complete with an expected completion date in early June.



Minutes of the meeting of the Community Services Committee

Date	May 21, 2024	2024-10
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. New Business – Potential Pickleball Court Locations

A Committee member asked for information on the process of handling requests from the public to develop additional sports courts such as the request from the Yukon Pickleball Association (YPA). Administration confirmed that the Parks department is currently working with the YPA to find a safe suitable location for the courts that also meets the needs of the association.

2. Delegate Bret Harper – Transit Payment Method Reconciliation

Delegate Bret Harper spoke on inconsistencies between paper transfer tickets and using the transit app that causes an inequality for people unable to have a smart phone. The delegate made several recommendations that would improve the transit transfer system for users such as longer time limits and more routes.

3. Delegate Jim Gilpin, Yukon Pickleball Association – Pickleball Courts

Representing the Yukon Pickleball Association, delegate Jim Gilpin presented to Council on potential locations for a new set of six courts designated for pickleball and described the benefits of having courts specifically for pickleball so that players do not need to use local tennis courts and potentially interrupt their regular use.



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

Date	May 21, 2024	2024-10
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure *Ryan Leef, Manager, Bylaw Services	

* Indicates electronic participation

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

1. Public Input Report – Vacant and Unoccupied Buildings Bylaw

The Committee was presented with a summary of submissions received for the Public Input Session that was held on May 13, 2024, regarding the proposed Vacant and Unoccupied Buildings bylaw. Two written submissions were received and two people attended the session to speak. The report responded to concerns raised about area of effect, the criteria of vacancy, and government building exemptions. As requested by Committee members, Administration expanded on the health and safety components of the bylaw, criteria for a building to become vacant, and the area of effect.

The Recommendation of the Public Health and Safety Committee is

THAT Council direct that Bylaw 2024-19, a bylaw to adopt the Vacant and Unoccupied Building Bylaw be brought forward for 2nd and 3rd reading under the bylaw process.

2. New Business – Emergency Communication

As requested by a Committee member, Administration provided an update on what happened during the May 10 and 11 telecommunication outage and gave recommendations to the public such as keeping a battery-powered radio and cash in cases of a similar emergency.



Minutes of the meeting of the Corporate Services Committee

Date	May 21, 2024	2024-10
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Peter O'Blenes, Manager, Property Management Ira Webb, Associate Manager, Water and Waste Services	

* Indicates electronic participation

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

1. Commencement Report – Municipal Services Building

A commencement report was presented to authorize the procurement of demolition services for the Municipal Services Building. Funding for this project is included in the approved 2024-2027 Capital Expenditure Program. As requested by a Committee member, Administration confirmed that the timeline is feasible and provided details on the current status of the property.

The Recommendation of the Corporate Services Committee is

THAT Administration be authorized to commence the procurement for the Municipal Services Building Demolition.

2. Commencement Report and Budget Amendment – Temporary Fee-For-Service Depot

As directed by Council on April 22, Administration has brought forward a budget amendment and commencement report for the establishment of a temporary fee-for-service depot for collection of packaging and paper products (PPP). Administration provided additional information on the definitions of PPP, user fees, cost to the City, and staffing requirements.

The Recommendation of the Corporate Services Committee is

THAT Council amend the 2024 to 2026 Operating Budget to increase the solid waste expenditures budget in the amount of \$250,000 for the 2024 year and \$750,000 for the 2025 provisional year, offset by an increase in revenues from user fees; and
THAT Council authorize Administration to commence the procurement for temporary residential recycling depot services.

3. Notice of Motion – Councillor Friesen – Call for Ceasefire

Councillor Michelle Friesen presented a Notice of Motion to bring forward at the next Regular Council meeting asking Council to direct Mayor Cabott to write a letter to the Prime Minister and the Minister of Foreign Affairs of Canada expressing the City's support for, and solidarity with, the Palestinian people and calling for an immediate and permanent ceasefire.

A Point of Order on the Notice of Motion was raised, citing jurisdictional concern. The presiding officer consulted Administration on whether there was a Point of Order. After a short recess, it was concluded that additional time to conduct research was required. As per Section 74.2 of the 2021-12 Council Procedures Bylaw, the presiding officer declared the ruling for the Point of Order would be postponed to the next Regular Council meeting.

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

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2024-34

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Zoning Bylaw be amended to allow for the development of multiple housing dwelling units at Lots 742, 743, 744, Block 105D/11, Plan 93240 CLSR YT, municipally known as 13, 23, and 33 McClimon Crescent; and

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

1. The zoning map attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lots 742, 743, 744, Block 105D/11, Plan 93240 CLSR YT, from FN-FP – First Nation Future Planning to FN-RS – First Nation Residential Single Detached, as indicated on Appendix A and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

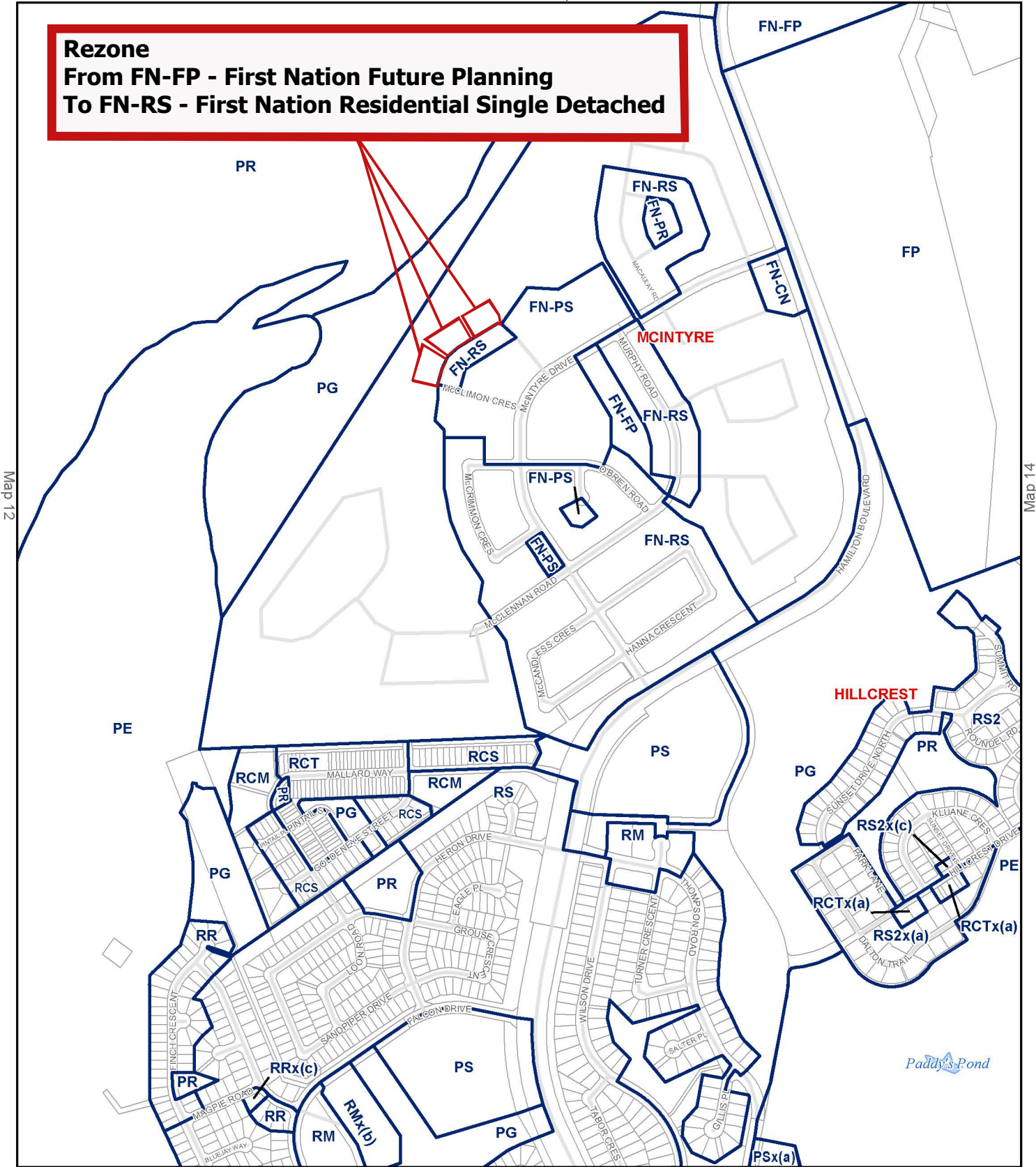
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

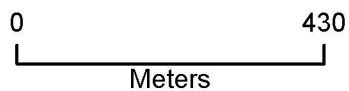
Map 10

**Rezone
From FN-FP - First Nation Future Planning
To FN-RS - First Nation Residential Single Detached**



Map 17

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



Consolidation date:
June 15, 2023

Projection: NAD 1983 UTM Zone 8

CITY OF WHITEHORSE
BYLAW NO. 2024-19

A bylaw to regulate vacant and unoccupied buildings in the City of Whitehorse.

WHEREAS the Council of the City of Whitehorse may by bylaw, regulate, prohibit and impose requirements in relation to buildings and other structures; and

WHEREAS the Council deems it appropriate to require property owners to safeguard, secure and protect vacant and unoccupied buildings from property damage, unauthorized entry or occupation for the protection of persons and property;

NOW THEREFORE the Council of the City of Whitehorse in open meeting assembled hereby enacts as follows:

SHORT TITLE

1. This Bylaw may be cited as the “**VACANT AND UNOCCUPIED BUILDINGS BYLAW.**”

DEFINITIONS

2. In this Bylaw,

“BUILDING” means any structure used or intended for supporting or sheltering any use or occupancy;

“BUILDING OFFICIAL” means individual(s) designated by the City as a Building Official;

“BYLAW ENFORCEMENT OFFICER” means individual(s) appointed as a Bylaw Enforcement Officer for the City;

“CATASTROPHIC EVENT” means a rare and unforeseeable ecological, environmental, or man-made incident which results in substantial damage or loss to real property, which was outside of the reasonable control of the Owner, but which does not include a loss or unavailability of financial resources of the Owner;

“CITY” means the City of Whitehorse;

“COUNCIL” means the Council of the City;

“DESIGNATE” means and includes:

- a) Deputy Fire Chief for the City;
- b) Fire Prevention Officer for the City;
- c) Chief Training Officer for the City; and
- d) Platoon Chief for the City;
- e) Or any person duly authorized by the Fire Chief to exercise any of the Chief’s powers or to carry out any of the Fire Chief’s duties under this Bylaw.

“FIRE CHIEF” means the person who is appointed by the City as head of Whitehorse Fire and Protective Services, or their Designate;

“INSPECTOR” means and includes:

- a) Fire Chief;
- b) Deputy Fire Chief for the City;
- c) Fire Prevention Officer for the City;
- d) Building Officials;
- e) Bylaw Enforcement Officers;
- f) regular members of the Royal Canadian Mounted Police (RCMP); and
- g) Any person acting under the direction and authority of an Inspector or the City Manager for the purposes of this Bylaw;

“OWNER” means and includes:

- a) The registered and/or beneficial owner of the real property on which the building is situated;
- b) The owner of a building;
- c) The person managing or receiving the rent of the land or the building, or who would receive the rent if the land and building were let, whether on the person’s own account or as agent or trustee or receiver of any other person;
- d) A vendor of the building under an agreement for sale who has paid any municipal taxes thereon or is required under the agreement for sale to pay municipal taxes, after the effective date of the agreement;
- e) Any person receiving installments of the purchase price if the Building or land is sold under an agreement for sale; and
- f) A lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the Building;

“SEASONAL BASIS” means a residential dwelling which is occupied by an Owner or a lawful occupant as a part-time residence, and which is not used or intended to be used for year-round occupancy, but which is occupied for at least six months per calendar year.

“VACANT and UNOCCUPIED BUILDING” means any Building which may include vacant, abandoned, or derelict buildings that may have one or more of the following characteristics or conditions:

- a) A Building in respect of which the water and/or electricity service has been intentionally discontinued, other than for temporary maintenance, repair or upgrading, so that the condition of the premises is not suitable for human habitation or other occupancy that is normally permitted;
- b) A Building that is being inhabited by squatters or by persons not lawfully entitled to enter the property for the purpose of temporary shelter;
- c) A Building where the owner or person in care and control of the property has deemed it unoccupied;

- d) A Building or any part of a Building, which has remained unoccupied by the Owner or any occupant lawfully entitled to occupy the Building for a continuous period of over sixty days; or
- e) A Building that is in such condition, by reason of want of repair, environmental damage, age or dilapidated condition, as to pose a danger to public safety, health or welfare, or is a fire hazard.

3. REQUIREMENTS FOR VACANT AND UNOCCUPIED BUILDINGS

- 3.1 Every Owner of an Vacant and Unoccupied Building in the City shall maintain the Vacant and Unoccupied Building in accordance with the requirements of this Bylaw.
- 3.2 No person shall allow a Building to become a Vacant and Unoccupied Building unless the Vacant and Unoccupied Building is in compliance with Section 3.3 of this Bylaw or the vacancy is otherwise authorized under Section 4 of this Bylaw.
- 3.3 Except where exempted under Section 4 of this Bylaw, every Owner of real property that contains a Vacant and Unoccupied Building must:
 - a) secure the Vacant and Unoccupied Building in compliance with all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an Inspector;
 - b) maintain the Building in compliance with all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an Inspector; and
 - c) within 30 days of the issuance of an order by an Inspector under section 7 of this Bylaw, provide proof of and maintain \$3,000,000 in general liability insurance for the Vacant and Unoccupied Building, or such other amount or types of insurance as required by the Inspector, and obtain a Vacant and Unoccupied Building Regulation Permit, all in accordance with this Bylaw.

4. EXEMPTIONS

- 4.1 No person shall allow a Building to become a Vacant and Unoccupied Building unless the person is in compliance with Section 3.3 of this Bylaw, or one of the following exemptions applies:
 - a) the Building is the subject of an active and unexpired building permit issued by the City for the construction, repair, rehabilitation, or demolition of the Building, and the Owner, in the opinion of the Inspector, is progressing diligently to complete the construction repair, rehabilitation, or demolition of the Building; and, the Owner is complying with the maintenance standards required under all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an

Inspector while the Building is being constructed, repaired, rehabilitated or demolished;

- b) the Building meets all applicable codes, bylaws and regulations, has been approved for occupancy by the City and is actively being offered for sale, lease, or rent at fair market value; and the Building is supplied with minimum utilities to maintain the proper functioning of the facilities within the Building, as well as to prevent damage to mechanical and plumbing facilities from freezing. If the Building is classified to have a fire alarm and/or fire suppression system, the Owner must maintain electrical and heating systems to maintain these life safety components. In addition, the Owner of the Building must also ensure at all times:
 - i) that all combustible materials within the Building are removed to reduce any potential fire load;
 - ii) there is no illegal occupancy of the Building; and
 - iii) there are no rodents or any other potential health or safety risks;
- c) The Building is a dwelling unit located on real property occupied by the Owner, or a legal occupant, on a Seasonal Basis, provided that the Building is supplied with minimum utilities to maintain the proper functioning of the facilities within the Building, as well as to prevent damage to mechanical and plumbing facilities from freezing. If the Building is classified to have a fire alarm and/or fire suppression system, the Owner must maintain electrical and heating systems to maintain these life safety components. In addition, the Owner of the Building must also ensure at all times:
 - i) that all combustible materials within the Building are removed to reduce any potential fire load;
 - ii) there is no illegal occupancy of the Building; and
 - iii) there are no rodents or any other potential health or safety risks.

4.2 Owners of Vacant and Unoccupied Buildings are exempt from paying the permit fee where any of the following apply, provided the Owner otherwise complies with this Bylaw, including obtaining a Vacant and Unoccupied Building Regulation Permit from the City in accordance with this Bylaw:

- a) When a Building becomes a Vacant and Unoccupied Building due to a Catastrophic Event, the Owner shall be exempt from the permit fee, as specified in the Fees and Charges Bylaw, for a maximum period of two (2) years following the commencement of vacancy of the Vacant and Unoccupied Building;
- b) When a Building becomes a Vacant and Unoccupied Building due to the Owner being in full-time care in an accredited hospital, hospice, long-term care facility, assisted living residence, or home for special care, and the Vacant and Unoccupied Building was the principal residence of the Owner immediately prior to being in care, the Owner shall be exempt from the permit fee, as specified in the Fees and Charges Bylaw, for a maximum period of

two (2) years following the commencement of vacancy of the Vacant and Unoccupied Building; and

- c) When a Building becomes a Vacant and Unoccupied Building due to the death of the Owner, the Owner's estate, including any authorized representative or executor of the Owner's estate, shall be exempt from the permit fee, as specified in the Fees and Charges Bylaw, for a maximum period of two (2) years following the commencement of vacancy of the Vacant and Unoccupied Building, with any such exemption ending immediately on the transfer or sale of the Vacant and Unoccupied Building or real property on which the Vacant and Unoccupied Building is situated to a new owner.
- 4.3 The provisions of Section 4 do not apply to any property under an existing order issued under this Bylaw or any order made under the Maintenance Bylaw or The Emergency Measures Bylaw.

5 INSPECTIONS OF THE EXTERIOR OF VACANT AND UNOCCUPIED BUILDINGS WITHOUT NOTICE

- 5.1 An Inspector may enter onto land on reasonable notice, or without notice in the case of an emergency, and without the consent of the Owner in order to investigate a Building that appears to be a Vacant and Unoccupied Building in order to determine, without limitation:
- a) whether the Building is vacant and unoccupied;
 - b) whether the Building needs to be secured; and
 - c) whether the Building otherwise complies with this Bylaw.

6 OTHER INSPECTIONS

- 6.1 Without limiting the authority set out in Section 5 of this Bylaw, an Inspector is authorized to enter onto real property, including any Building on the real property, on reasonable notice to an Owner, to ascertain whether all regulations, orders, requirements or directions under this Bylaw are being observed.

7 INSPECTOR MAY ISSUE ORDERS AND IMPOSE REQUIREMENTS

- 7.1 Where an Inspector reasonably believes a Building on a real property is a Vacant and Unoccupied Building, the Inspector will notify the Owner in writing and order the Owner to do one or more of the following:
- a) apply for a Vacant and Unoccupied Building Regulation Permit;
 - b) apply for a Permit from the City to demolish or to renovate a Building so that it is in a state of safe occupancy, and to ensure that it complies with the City's bylaws, including without limitation the City's *Building and Plumbing Bylaw* and the City's *Maintenance Bylaw*; the Inspector may also require the Owner to retain a Professional Engineer licensed or registered to practice in Yukon to perform a field evaluation of the Building and any required remedial work to make the Building safe for occupation or further inspections by the City;

and/or

- c) such further and other requirements as determined by the Inspector to ensure compliance with this Bylaw.

7.2 The Inspector's powers under Section 7.1 are applicable notwithstanding the application of any of the exemptions set out in Section 4 of this Bylaw.

8 VACANT AND UNOCCUPIED BUILDING REGULATION PERMIT

8.1 In order to obtain a Vacant and Unoccupied Building Regulation Permit, an Owner of a building must, in addition to complying with the requirements under section 3.3 of this Bylaw:

- a) apply to the Inspector at least 30 days prior to any intended date on which a Building will be vacant and unoccupied for a Vacant and Unoccupied Building Regulation Permit, including paying all associated fees as set out under the *City's Fees and Charges Bylaw*;
- b) apply to the Inspector for an inspection of the Building within 30 days of receiving an Order by the Inspector under this Bylaw and pay the fee imposed for an inspection as specified in the *Fees and Charges Bylaw* in addition to the fee for the Vacant and Unoccupied Building Regulation Permit;
- c) provide the Inspector with valid contact information for service of notices and orders that may be issued under this Bylaw during the period that the Vacant and Unoccupied Building Regulation Permit is valid and thereafter, provide immediate notice to the Inspector of any change in the contact information given for service;
- d) provide the Inspector with a copy of the Certificate of Insurance demonstrating that the Owner has complied with the insurance requirements in Section 3.3 of this Bylaw;
- e) ensure that all combustible materials within the Vacant and Unoccupied Building are removed to reduce any potential fire load; and
- f) comply with any other requirements of the Inspector to obtain a Vacant and Unoccupied Building Regulation Permit.

8.2 Upon completion of the requirements in Section 8.1, to the satisfaction of the Inspector, a Vacant and Unoccupied Building Regulation Permit may be issued by the City for a period of 12 months from the date it is issued. If the Building remains a Vacant and Unoccupied Building at the time of the expiry of the Vacant and Unoccupied Building Regulation Permit, an Owner must obtain a new Vacant and Unoccupied Building Regulation Permit in accordance with this Bylaw, or, alternatively, remediate and occupy or demolish the Vacant and Unoccupied Building, all in accordance with this Bylaw.

8.3 On the sale or transfer by an Owner of the real property on which a Vacant and Unoccupied Building is situated, the Vacant and Unoccupied Building Regulation Permit is automatically transferred to the new Owner of the real property but for

clarity, it retains its original expiry date. Prior to any sale or transfer of real property with a Vacant and Unoccupied Building, the Owner must provide the City with valid contact information for service of notices and Orders under this Bylaw for the new Owner.

- 8.4 An Owner must display a Vacant and Unoccupied Building Regulation Permit in a prominent location of the Vacant and Unoccupied Building, as determined by the Inspector.
- 8.5 If an Owner fails to apply for a Vacant and Unoccupied Building Regulation Permit in accordance with this Bylaw, the Owner will be required to, prior to the issuance of any Vacant and Unoccupied Building Regulation Permit, pay fees set out in the Fees and Charges Bylaw at the rate of the determined length of the vacancy of the Vacant and Unoccupied Building, which shall be determined by the Inspector.

9 PARTIAL REFUND OF FEES

- 9.1 An Owner who has obtained a Vacant and Unoccupied Building Regulation Permit in accordance with this Bylaw is entitled to a partial refund of the permit fee on a pro-rated basis, as set out in the *Fees and Charges Bylaw*, if the Vacant and Unoccupied Building subject to the permit, is remediated and occupied or demolished, to the satisfaction of an Inspector, within the prescribed time frame set out in the Fees and Charges Bylaw Any outstanding fees, utility charges or penalties imposed on the Owner pursuant to this or another Bylaw shall be deducted from any refund paid.

10 MONITORING INSPECTIONS FOLLOWING ISSUANCE OF A VACANT AND UNOCCUPIED BUILDING REGULATION PERMIT

- 10.1 Every Owner with a Vacant and Unoccupied Building Regulation Permit is responsible for monitoring and inspecting the Vacant and Unoccupied Building, or ensuring the Vacant and Unoccupied Building is monitored and inspected, to ensure compliance with this Bylaw and the terms of the Vacant and Unoccupied Building Regulation Permit at least every 30 days, including without limitation, ensuring:
 - a) the Vacant and Unoccupied Building is secured against unauthorized entry in accordance with all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an Inspector;
 - b) the Vacant and Unoccupied Building is maintained in accordance with all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an Inspector;
 - c) that all combustible materials within the Vacant and Unoccupied Building are removed to reduce any potential fire load;
 - d) there is no illegal occupancy; and

- e) there are no rodents or any other potential health or safety risks.
- 10.2 Every Owner with a Vacant and Unoccupied Building Regulation Permit is responsible for ensuring compliance with all of the City's other Bylaws, including but not limited to the City's *Maintenance Bylaw* in relation to graffiti and snow and ice removal.
- 10.3 Every Owner with a Vacant and Unoccupied Building Regulation Permit shall allow for entry by an Inspector, at least every 90 days, or earlier if required by the Inspector, into the Vacant and Unoccupied Building for the purposes of ensuring, without limitation:
- a) the Vacant and Unoccupied Building is secured against unauthorized entry in accordance with all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an Inspector;
 - b) the Vacant and Unoccupied Building is maintained in accordance with all Federal and Territorial Building and Fire Code Requirements, Municipal Bylaws, and any other standards or requirements deemed necessary for public safety and fire prevention as directed by an Inspector;
 - c) that all combustible materials within the Vacant and Unoccupied Building are removed to reduce any potential fire load;
 - d) there is no illegal occupancy; and
 - e) there are no rodents or any other potential health or safety risks.
- 10.4 Once a Vacant and Unoccupied Building Regulation Permit has been issued, no additional or subsequent Vacant and Unoccupied Building Regulation Permits may be issued in respect of the Vacant and Unoccupied Building unless the City Manager or their delegate has approved the issuance of an additional Permit under Section 11 of this Bylaw.

11 CITY MANAGER OR DELEGATE MAY ORDER ADDITIONAL PERMIT TO BE ISSUED

- 11.1 Upon application by an Owner in possession of a valid and unexpired Vacant and Unoccupied Building Regulation Permit and payment of any outstanding fees or penalties imposed under this Bylaw, the City Manager or their delegate may direct an additional Vacant and Unoccupied Building Regulation Permit to be issued in respect of the Vacant and Unoccupied Building, that is effective upon the expiry of the original Vacant and Unoccupied Building Regulation Permit.
- 11.2 In determining whether to approve an additional Vacant and Unoccupied Building Regulation Permit, the City Manager or their delegate may take into account:
- a) whether the Vacant and Unoccupied Building creates a hazard or nuisance, including to adjacent Buildings, the real property where the Vacant and Unoccupied Building is situated, or the surrounding neighbourhood;

- b) the viability and credibility of the Owner's plans, if any, to have the Vacant and Unoccupied Building remediated and occupied or demolished and to maintain the Building thereafter in compliance with this Bylaw and other City bylaws;
 - c) the Owner's past record of compliance or non-compliance with this Bylaw and other Bylaws of the City;
 - d) the number and length of any previous Vacant and Unoccupied Building Regulation Permits issued by the City under this Bylaw; and
 - e) Such further and other information as the City Manager or their delegate determine is relevant.
- 11.3 In approving the issuance of an additional Vacant and Unoccupied Building Regulation Permit, the City Manager or their delegate may impose any terms and conditions they consider are reasonable. The additional Vacant and Unoccupied Building Regulation Permit may be issued for any length of time up to a maximum of 12 months.
- 11.4 An additional Vacant and Unoccupied Building Regulation Permit issued under Section 11.2 is conditional upon payment as described in the *Fees and Charges Bylaw*, including payment for any additional inspections that the City Manager or their delegate has deemed necessary.
- 11.5 If an additional Vacant and Unoccupied Building Regulation Permit is not granted in accordance with this Bylaw, the Owner must take all steps to remediate and occupy the Vacant and Unoccupied Building, or demolish the Vacant and Unoccupied Building, including complying with this Bylaw and all other City Bylaws in respect of any such remediation, occupancy or demolition of the Vacant and Unoccupied Building.

12 ADDITIONAL COMPLIANCE ORDERS

- 12.1 If, in the opinion of the Inspector, an Owner of a Building fails to comply with a requirement of this Bylaw, including any requirement to remediate the Property in accordance with this Bylaw, the Inspector may issue a written order requiring that the Owner bring the Building into compliance with the provisions of this Bylaw within such time as the Inspector considers appropriate in the circumstances,.
- 12.2 Notice of an Order issued by an Inspector under Section 12.1 of this Bylaw must state:
- a) the civic address of the subject property;
 - b) the legal description of the subject property;
 - c) the particulars of the non-compliance with this Bylaw to be remedied; that the non-compliance with this Bylaw must be remedied within 14 days of the date of delivery of the order, or such other time period as determined by the Inspector; and
 - d) that if the Owner fails to comply with the order, the City may, without further notice, proceed to carry out the work required, and the cost of such work will

be added to the taxes of the real property, and the Owner may be subject to prosecution for an offence under this Bylaw.

13 NOTICE BY THE CITY

- 13.1 The Inspector may serve any notice or order under this Bylaw as follows:
- a) by registered mail addressed to the Owner as recorded in the property records of the City;
 - b) by hand-delivering it to the Owner of the real property that is subject to the notice, or by mailing a copy to the registered and records office of the Owner if the Owner is a registered company or society; and
 - c) if the Inspector is unable to effect notice pursuant to either (a) or (b) above, by posting at the real property that is the subject of the notice or order and the notice or order shall then be deemed to be validly and effectively served for the purposes of this Bylaw 5 calendar days immediately following the date the notice or order was posted.
- 13.2 Service of any notice or order under this Bylaw will be considered sufficient if a copy of the notice or order is provided as set out in Section 13.1 of this Bylaw and no liability or responsibility other than that set out in accordance with this Bylaw rests with the City to prove delivery of the notice or order.

14 CITY MAY CARRY-OUT WORK REQUIRED

- 14.1 If an Owner fails to comply with an Inspector's compliance order within the time period specified in the order, the City, including any employee, agent or contractor of the City, may on reasonable notice to the Owner, or immediately in the case of an emergency, enter the real property and take all necessary steps to bring about such compliance at the sole cost of the Owner. The City may recover all costs incurred by the City to achieve compliance with the Bylaw, including, but not limited to, administrative costs, costs to attend property by City employees, agents or contractors, and the costs of any works conducted at the property to bring the property into compliance with this Bylaw, including all removal, clean-up and disposal costs.
- 14.2 If an Owner defaults in paying any costs referred to in Section 14.1 of this Bylaw, to the City may, within 30 days after receipt of a demand for payment from the City, either recover from the Owner, in any Court of competent jurisdiction, the cost as a debt due to the City, or direct that the amount of the cost be added to the real property tax roll as a charge imposed in respect of a work or service provided to the real property of the Owner and be collected in the same manner as property taxes.
- 14.3 Subject to section 14.4 of this Bylaw, when a fire occurs at a Vacant and Unoccupied Building, the Owner of that Vacant and Unoccupied Building must pay, in addition to any other fees, charges or penalties imposed by the City under this Bylaw, a fire protection service fee in accordance with the *Fees and Charges Bylaw*.

- 14.4 The Owner of a Vacant and Unoccupied Building is not required to pay a fire protection service fee if any of the following apply:
- a) the Owner has a valid and unexpired Vacant and Unoccupied Building Regulation Permit for the Vacant and Unoccupied Building and the Vacant and Unoccupied Building is maintained in accordance with this Bylaw;
 - b) the Vacant and Unoccupied Building is exempt from the Bylaw under Section 4 and is maintained in accordance with this Bylaw;
 - c) the fire originates on another real property, and that real property is not owned by the same Owner at the time of the fire;
 - d) the fire is caused by a natural disaster; and
 - e) it is determined by the Fire Chief or their Designate that the fire originated independently of the Vacant and Unoccupied Building's condition of being vacant and unoccupied.

15 REMEDIAL ACTION REQUIREMENTS

- 15.1 Without limiting the foregoing, if at any time an Inspector determines that the Vacant and Unoccupied Building is a nuisance or creates a hazard, the Inspector may issue an order, which may include, without limitation, a requirement that the Owner demolish the Vacant and Unoccupied Building. Any such Order may be appealed in writing to the City Manager by an Owner within 14 days of the City delivering notice of the order to the Owner in accordance with this Bylaw. The City Manager, or their delegate, shall issue a written decision on any appeal within 30 days of receiving the written appeal from an Owner in accordance with this Bylaw. The decision of the City Manager, or their delegate, is final and binding on the Owner.
- 15.2 If an Owner fails to comply with a demolition order within the time period specified in the order, the City, including any employee, agent or contractor of the City, may on reasonable notice to the Owner, or immediately in the case of an emergency, enter the real property and take all necessary steps to complete the demolition of the Vacant and Unoccupied Building at the sole cost of the Owner. The City may recover all costs incurred by the City to complete the demolition, including, but not limited to, administrative costs, costs to attend property by City employees, agents or contractors, and the costs of any works conducted at the property to demolish the Vacant and Unoccupied Building, including all removal, clean-up and disposal costs.
- 15.3 If an Owner defaults in paying any costs referred to in Section 15.2 of this Bylaw, to the City may, within 30 days after receipt of a demand for payment from the City, either recover from the Owner, in any Court of competent jurisdiction, the cost as a debt due to the City, or direct that the amount of the cost be added to the real property tax roll as a charge imposed in respect of a work or service provided to the real property of the Owner and be collected in the same manner as property taxes.

16 OFFENCE

- 16.1 Every person who violates a provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention of or in violation of any provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by any provision of this Bylaw, is guilty of an offence against this Bylaw and is liable to the penalties imposed under this Bylaw.
- 16.2 Each day that a violation continues to exist may be deemed to be a separate and continuing offence against this Bylaw.
- 16.3 Every person who commits an offence against this Bylaw is liable, on summary conviction, to a penalty of not more than \$10,000.00.

17 SEVERABILITY

- 17.1 If any section, subsection, clause, sub-clause or phrase of this Bylaw is for any reason held to be invalid, unlawful or unenforceable by the decision of any Court of competent jurisdiction, that section, subsection, clause, sub-clause or phrase shall be struck from the Bylaw and its severance shall not affect the validity of the remaining portions of this Bylaw.

18 COMING INTO FORCE

- 18.1 This bylaw shall come into full force on January 1st, 2025.

FIRST READING:	April 8, 2024
PUBLIC NOTICE:	May 8 and May 10, 2024
PUBLIC INPUT SESSION:	May 13, 2024
SECOND READING:	
THIRD READING and ADOPTION:	

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
BYLAW 2024-32

A bylaw to authorize a lease agreement.

WHEREAS Section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

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

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

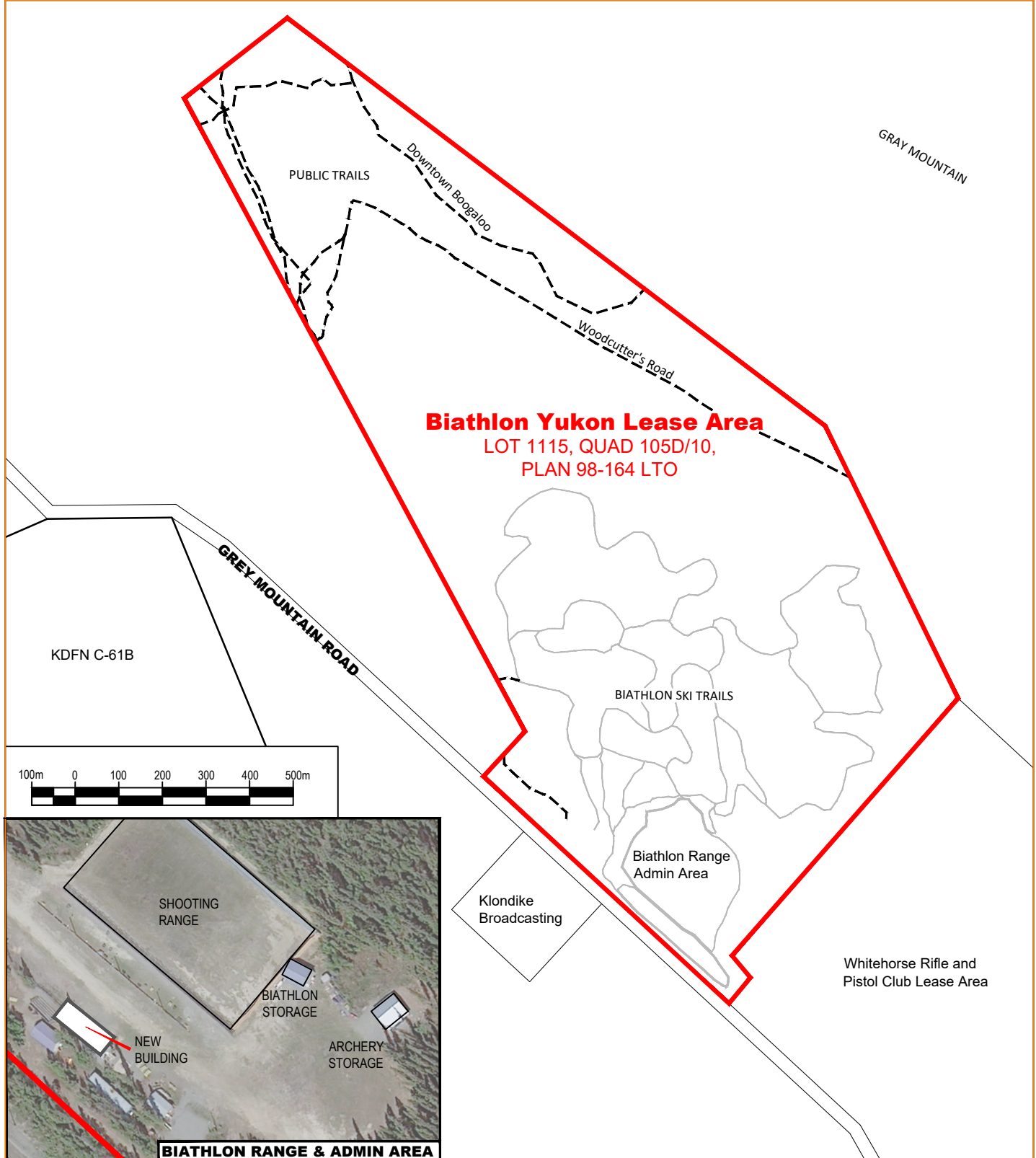
1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with Biathlon Yukon with a ten (10) year renewal, along with consent to the construction of a \$1.8 million administrative building within Lot 1115, Quad 105 D/10, Plan 98-164, in the City of Whitehorse, comprising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

FIRST and SECOND READING: May 13, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor


Corporate Services



Bylaw 2024-32

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

LEGEND

 SUBJECT AREA

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

BETWEEN:

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

(the "Landlord").

AND:

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

W H E R E A S:

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

1. Demise

1.1 Lease

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

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

1.2 Term

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

1.3 Rent

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

1.4 Property Taxes

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

1.5 Carefree Lease

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

1.5 Condition Precedent and Subsequent

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

1.6 Renewal of Lease

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

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

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

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

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

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

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

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

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

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

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

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

4. Rights and Remedies of the Landlord

4.1 Re-entry

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

4.2 Right of Termination

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

4.3 Bankruptcy

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

4.4 Status as a Society

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

4.6 Distress

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

4.7 Non-waiver

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

4.8 Landlord's Right to Perform

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

4.9 Interest

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

5. Indemnification

5.1 Indemnity by Tenant

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

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

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

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

5.2 Indemnity by Landlord

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

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

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

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

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

7. Hazardous Substances

7.1 Definitions

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

7.2 Compliance with Laws

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

7.3 Ownership of Hazardous Substances

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

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

7.4 Access to Information

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

8. Termination

8.1 Termination

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

9. General Provisions

9.1 Subordination

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

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

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

9.5 Notices

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

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

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

9.6 Solicitor and Client Costs

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

9.7 Joint and Several Covenants

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

9.8 Binding Agreement

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

9.9 Interpretation of Words

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

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

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

9.12 Acceptance by Tenant

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

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

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

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

Affidavit of Witness

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

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

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

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

 Witness Signature

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

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

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

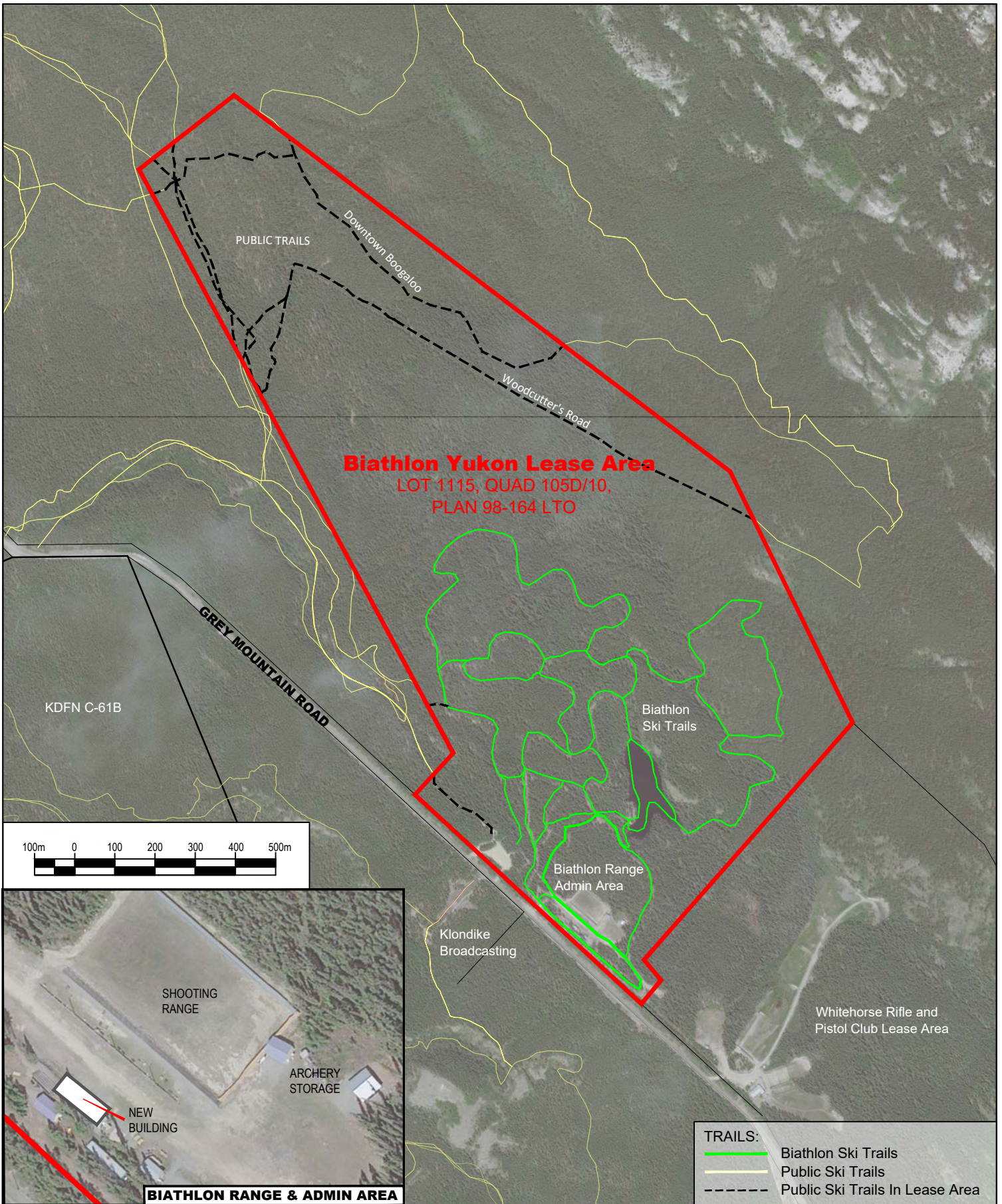
Severally Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
of _____, 2024.)

A Notary Public in and for
the Yukon Territory

Bill Curtis, President

Print Name of Notary Public

Mike Draper, Vice President



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

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

CITY OF WHITEHORSE

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



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