

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, May 6, 2024 – 5:30 p.m.
Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS Jewish Heritage Month (May 2024)
 Asian Heritage Month (May 2024)

DELEGATIONS Kate Mechan, Safe at Home Society – Homelessness in Whitehorse
 Anthony Bier, Contagious Mountain Bike Club – Trail Construction
 Elizabeth Hanson – Building Height Maximum
 Nathan Millar, Downtown Residents Association – Building Height
 Maximum
 Yukon Anti-Poverty Coalition – Public Transit in Whitehorse
 Daniel Sokolov – Online Voting

CITY PLANNING COMMITTEE

1. Public Hearing Report – Official Community Plan Amendment – 200 Lobird Road
2. Official Community Plan Amendment – Maximum Building Heights in Mixed – Use Downtown Core
3. Zoning Amendment – 6119 6th Avenue
4. Lease Agreement – Biathlon Yukon
5. New Business

DEVELOPMENT SERVICES COMMITTEE

1. Housing Development Incentive Policy Amendment – Tipping Fees
2. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. Spring Recreation Grants
2. Trail Development Application – Grey Mountain
3. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. New Business



PROCLAMATION
JEWISH HERITAGE MONTH
MAY 2024

WHEREAS there is a historic Jewish population in the Yukon; and

WHEREAS the Jewish population of Whitehorse reflects the rich and varied history of the Jewish people comprised of a population that traces its origins to many different parts of the world; and

WHEREAS Jewish Heritage Month provides an opportunity to remember, celebrate and educate future generations about the inspirational role that Jewish Canadians have played and continue to play in communities across the country;

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

Laura Cabott
Mayor



PROCLAMATION
ASIAN HERITAGE MONTH
MAY 2024

WHEREAS May is Asian Heritage Month in Canada, a time to reflect on and recognize the many contributions that Canadians of Asian heritage have made and continue to make to Whitehorse; and

WHEREAS the people of this diverse, vibrant and growing community have contributed to every aspect of life in Whitehorse, and have brought a rich cultural heritage to our community representing many languages, ethnicities and religious traditions; and

WHEREAS Asian Heritage Month offers all Canadians an opportunity to learn more about the history of Canadians of Asian heritage and to celebrate their contributions to the growth and prosperity of Whitehorse;

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

Laura Cabott
Mayor

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Michelle Friesen

Vice-Chair: Dan Boyd

May 6, 2024

Meeting #2024-09

1. Public Hearing Report – Official Community Plan Amendment – 200 Lobird Road
Presented by Darcy McCord, Senior Planner, Planning Services
2. Official Community Plan Amendment – Maximum Building Heights in Mixed – Use
Downtown Core
Presented by Mathieu Marois, Senior Planner, Planning Services
3. Zoning Amendment – 6119 6th Avenue
Presented by Mathieu Marois, Senior Planner, Planning Services
4. Lease Agreement – Biathlon Yukon
Presented by Kinden Kosick, Land Development Supervisor, Planning
Services
5. New Business

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: May 6, 2024
RE: Public Hearing Report – Official Community Plan Amendment – 200 Lobird Road

ISSUE

Public Hearing Report on a bylaw to amend the Official Community Plan (OCP) land use designation of a portion of 200 Lobird Road from Residential – Urban to Residential – Country to allow for the development of country residential lots.

REFERENCES

- [Zoning Bylaw 2012-20](#)
- [Municipal Act SY 2022, c. 2](#)
- [2020-2030 Local Food and Urban Agriculture Study](#)
- [City Servicing Standards Manual, Part 2, Section 2.10 – Street Lighting](#)
- Location Map (Attachment 1)
- Proposed Bylaw 2024-20 (Attachment 2)

HISTORY

An application was received to amend the OCP land use designation of a portion of 200 Lobird Road from Residential – Urban to Residential – Country, in order to allow for the development of country residential lots (Attachment 1). The development is proposed to be named Highland Estates and includes a total area of 11.78 ha, encompassing 16 half-hectare country residential lots, a road connecting the proposed lots to Lobird Road, and 1.18 ha of public use space.

Bylaw 2024-20 received First Reading on March 11, 2024. Public Hearing notifications were sent out in accordance with the Zoning Bylaw 2012-20, including:

- Newspaper advertisements were posted in the Whitehorse Star and Yukon News on March 15 and March 22, 2024;
- Email notifications were sent to Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Government of Yukon (YG) Land Management Branch;
- Mail notifications were sent to property owners within 100 metres of the subject site;
- A notice sign was placed on the subject site; and
- The YG Minister of Community Services was notified through email and provided copies of the proposed bylaw and newspaper ads per section 280 (3) of the *Municipal Act*.

A public hearing for this item was held on April 8, 2024. One written submission was received and three members of the public spoke to the item at the public hearing. The property owner and the consultant for the proposed project also spoke to the amendment at the public hearing.

ALTERNATIVES

1. Proceed with the amendment under the bylaw process; or
2. Proceed to second reading under the bylaw process and defeat.

ANALYSIS

The following matters were raised in the public input submission and at the public hearing:

- Housing affordability;
- Urban sprawl and public transportation;
- Traffic;
- Water servicing;
- Local food production; and
- Other.

Housing affordability

A member of the public expressed concerns that amending the OCP land use designation of the subject site from Residential – Urban to Residential – Country would result in 16 expensive housing units and that there is the potential to produce a higher quantity of less expensive urban housing units that could contribute to addressing the housing crisis in the city.

Another member of the public expressed that the proposed development is not intended to provide affordable housing units and that it will diversify the housing stock. They indicated that there is demand for country residential lots and as people move to the proposed development, it will free up other housing stock.

The consultant working on the proposed project expressed that a maximum of 40 lots could be achieved and that 20 to 30 per cent of the subject site would be unsuitable for urban development due to the grading. They expressed that the developer would work with the City to ensure connectivity to the South Growth Area.

The property owner expressed that they have plans for developing 63 affordable housing units on a different area of the lot, either mobile or modular homes, once municipal services are available. The area where the 63 affordable units are proposed to be developed is already zoned RP-Residential Mobile Home Park but the sewage lagoons that support the Lobird Mobile Home Park are at capacity, so they cannot develop any additional units until adequate services are available.

Administration agrees that a higher quantity of housing units could be produced if the OCP land use designation remained Residential – Urban and that urban housing units would be more affordable than country residential units. The subject site is currently zoned RP and is designated as Residential – Urban in the current OCP, as well as in previous OCPs dating back to 1994. The area was never intended to be country residential.

Administration believes that changing the OCP land use designation for the subject site to Residential – Country is unjustified prior to the completion of feasibility studies for the South Growth Area and a determination that urban residential development is not feasible. Approving this amendment could also set a precedent for other property owners in the South Growth Area to pursue OCP amendments in an ad hoc manner without a broad land use plan for the area. Allowing development to proceed in advance

of a coordinated planning and development process for the South Growth Area would increase the complexity of planning the area, and could result in the development costs being distributed across fewer lots, as the lots in the subject area would not be contributing to the shared development costs for the South Growth Area.

OCP policy 15.15.4 states that the minimum size for lots located in Residential – Country areas is 1.0 ha to ensure adequate lot area for onsite sewage disposal, but could be reduced to 0.5 ha if it can be demonstrated that the site and aquifer area has the capacity to accommodate long-term onsite servicing. The proponent has submitted a high level study which states that 0.5 ha lots are feasible in this area, however this would be subject to further review at the zoning or subdivision stage if this OCP amendment were to be approved. Conditions may vary from lot to lot, which may reduce the lot yield.

Urban Sprawl and public transportation

A member of the public expressed that low-density developments perpetuate urban sprawl and have implications on sustainable transit systems. They further noted that low-density development and urban sprawl contradicts principles outlined in the OCP regarding compact and resource-efficient development. Another member of the public noted that there is already a bus stop in Lobird nearby the proposed development.

Administration agrees that the proposed development conflicts with several OCP policies regarding compact development and municipal servicing. The subject site is located within the Urban Containment Boundary (UCB). OCP policy 8.24 states that in order to provide a consistent level of service to future residents, and to maintain or increase efficiencies of existing infrastructure, new development will be primarily located within the UCB and be connected to municipal services.

Furthermore, the subject site is located within the South Growth Area, which is anticipated to be the next large-scale greenfield residential neighbourhood after the completion of Whistle Bend. OCP policy 15.17.11 states the City is committed to moving forward with further planning of the South Growth Area as a new residential neighbourhood. This will include but not be limited to in-depth studies, collaboration with land owners and partner governments, master planning, and public engagement. Numerous background studies are being initiated this year, with the intent to begin the master planning process as early as next year.

OCP policy 8.1 further states that development will be compact to ensure existing public services are used efficiently, transportation impacts are minimized, wilderness spaces are preserved for as long as possible, and neighbourhoods are more walkable.

The development of country residential lots as proposed does not align with municipally-serviced urban residential development intended within the UCB, the vision for the South Growth Area, nor the concept of Complete Communities.

Traffic

A member of the public expressed concerns that the proposed development will result in more traffic in the area. The property owner clarified that the proposed development will be serviced by its own road and that traffic from the proposed development will not travel through the Lobird Mobile Home Park.

The proposed road to service the development begins between Lobird Mobile Home Park and the roundabout. Although the exact location of the proposed road would be

confirmed through detailed engineering in later processes, the applicant does not anticipate that traffic from the proposed development would travel through the existing Lobird Mobile Home Park. However, Administration notes that the feasibility of the proposed access is to be determined, so the access to the subject site should be considered uncertain.

It is noted that if the subject site were to be developed as urban residential, as it is currently designated in the OCP, the traffic impacts would be higher.

Water servicing

The property owner clarified that every proposed lot would be serviced by its own on-site well or cistern. Potential buyers would have the choice of either option. They noted that an exploratory well was drilled which showed that there is water available in the area.

Local food production

A member of the public expressed that they support the proposed country residential lots as it would provide property owners with enough space to grow their own food.

The RP zone, which the subject site is currently zoned, allows for community gardens and greenhouses as a principal use. The RC2 – Country Residential 2 zone, which the applicant intends to rezone the subject site to in future processes, allows for community gardens and greenhouses as a principal use as well as hobby agriculture as a secondary use. Residential gardens are allowed in all residential zones.

The OCP supports opportunities to enable local food production through policy 7.26.

The Local Food and Urban Agriculture Study finds that there are trends and interest in small-scale urban agriculture in the city however it is unknown how many, if any, of the future property owners of the proposed development would pursue hobby agriculture or gardening.

Other

A member of the public expressed safety concerns with the lack of street lighting between the roundabout and Lobird Mobile Home Park. They also expressed that the Lobird neighbourhood is isolated and that they would like a commercial area developed there. A member of the public also expressed that they would like a bench installed at the Lobird bus stop.

The City is responsible for ensuring that municipal roads are designed in accordance with the Transportation of Canada Guide for Design of Roadway Lighting. The City is responsible for a portion of the road between the roundabout and Lobird Mobile Home Park and that section of the road does have street lights which are maintained by ATCO. The remaining portion of the road is owned by the Lobird Mobile Home Park and is privately maintained.

The Lobird neighbourhood is included in the South Growth Area. Per OCP policy 8.5, new residential neighbourhoods will be planned as Complete Communities by including a range of residential and commercial uses, daycares, schools, public amenities, and transportation options. Once the South Growth Area is developed, it is anticipated that there will be commercial uses available in the area. However, these commercial uses would be less viable in the context of low density country residential development.

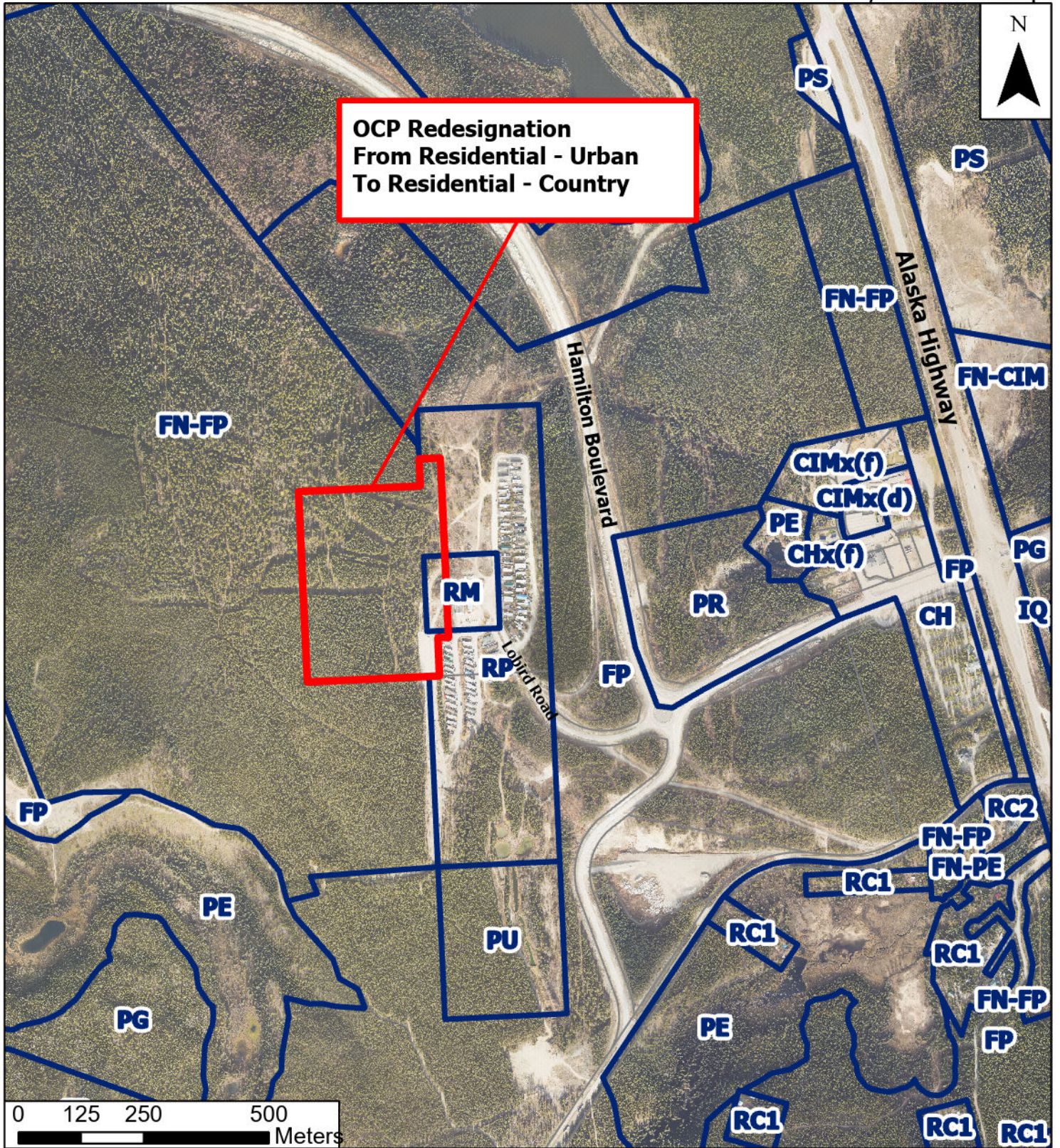
The request for a bench at the Lobird bus stop is noted but it does not relate to the proposed OCP amendment.

Summary

The subject site is part of South Growth Area as identified in the OCP, intended to be the next greenfield development after Whistle Bend. Through the review of this application, Administration has identified several concerns with the proposal. Allowing any development to proceed in the South Growth Area that is not coordinated with the planning of the entire area introduces additional complications to the planning process, especially if large unserved lots were to be developed in an area otherwise intended for compact urban development. Country residential development does not contribute to the Complete Communities vision of the OCP, and fewer residents in this area would make urban services and amenities in the South Growth Area less viable, with fewer residents to make use of these services. Finally, the costs of developing the shared infrastructure for the South Growth Area would be shared among fewer lots if the subject area was not included in the development process, potentially resulting in higher lot prices for new lots in the area.

ADMINISTRATIVE RECOMMENDATION


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 to second reading and defeated.



**OCP Redesignation
From Residential - Urban
To Residential - Country**

DATE:
March 4, 2024

FILE NO:
OCP-02-2023

 Subject Site

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Bylaw 2024-20

A Bylaw to amend the OCP designation of a portion of 200 Lobird Road from Residential - Urban to Residential - Country



CITY OF WHITEHORSE
BYLAW 2024-20

A bylaw to amend the Whitehorse 2040 Official Community Plan

WHEREAS section 289 of the *Municipal Act* provides that a municipality shall by bylaw adopt an official community plan in accordance with Part 7, Division 1 of the Act; and

WHEREAS section 285 of the *Municipal Act* provides for amendment of an official community plan; and

WHEREAS it is deemed desirable that the Whitehorse 2040 Official Community Plan be amended to country residential development on a portion of Lot 1207, Quad 105D/11, Plan 89989 CLSR YT, known municipally as 200 Lobird Road.

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

1. Map 5 Land Use Designations of the Whitehorse 2040 Official Community Plan is hereby amended by designating a portion of 200 Lobird Road from Residential – Urban to Residential – Country 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.

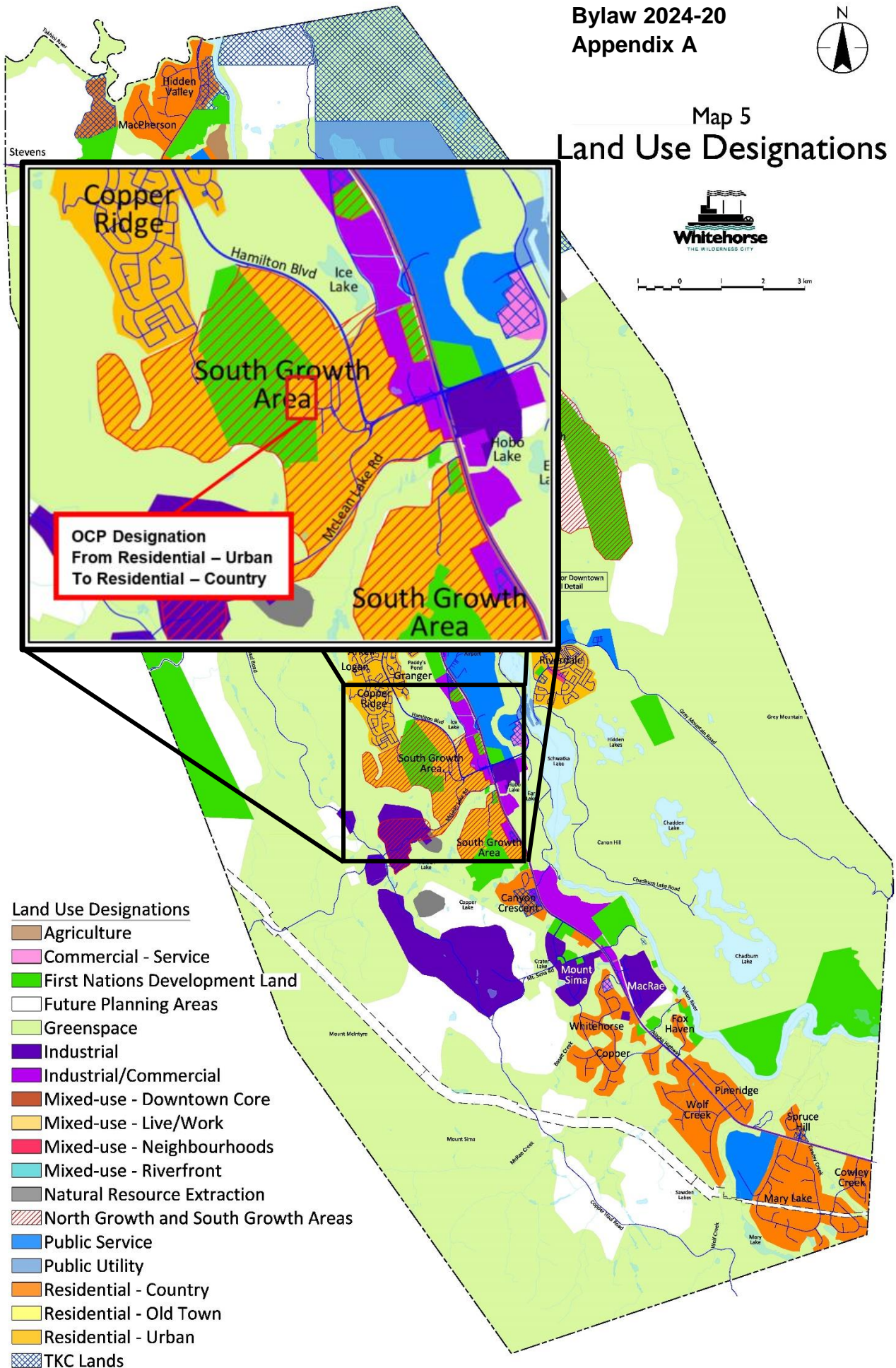
FIRST READING: March 11, 2024
PUBLIC NOTICE: March 15 and 22, 2024
PUBLIC HEARING: April 8, 2024
SECOND READING:
EXECUTIVE COUNCIL MEMBER APPROVAL:
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services



Map 5
Land Use Designations



OCP Designation
From Residential – Urban
To Residential – Country

Land Use Designations

- Agriculture
- Commercial - Service
- First Nations Development Land
- Future Planning Areas
- Greenspace
- Industrial
- Industrial/Commercial
- Mixed-use - Downtown Core
- Mixed-use - Live/Work
- Mixed-use - Neighbourhoods
- Mixed-use - Riverfront
- Natural Resource Extraction
- North Growth and South Growth Areas
- Public Service
- Public Utility
- Residential - Country
- Residential - Old Town
- Residential - Urban
- TKC Lands

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: May 6, 2024
RE: Official Community Plan Amendment – Maximum Building Heights in Mixed – Use Downtown Core

ISSUE

An Official Community Plan (OCP) amendment to increase the maximum building height in the Mixed-Use Downtown Core designation to 40 m.

REFERENCE

- [Whitehorse 2040 Official Community Plan](#)
- [Accommodating Future Residential Demand in Whitehorse](#)
- [Zoning Bylaw 2012-20](#)
- [Sustainability Plan \(2015\)](#)
- [National Building Code of Canada](#)
- [Council Motion 2024-03-09 Building Height Maximum](#)
- [Whitehorse 2040 Official Community Plan – Phase 3B Engagement Summary](#)
- [Zoning Bylaw Rewrite - Round 1 Engagement Summary](#)
- [2021 Downtown Development Capacity Assessment](#)
- Location Map – Downtown Land Use Designations (Attachment 1)
- Example Shadow Impact (Attachment 2)
- Proposed Bylaw 2024-26 (Attachment 3)

HISTORY

At the February 12, 2024 Regular Council meeting, Council passed Motion 2024-03-09 to direct Administration to bring an Official Community Plan (OCP) amendment forward under the bylaw process to replace Section 15.8.7 of the OCP with the following wording “The maximum building height allowed in the Mixed Use – Downtown Core designation will be 40 metres.”

Administration has received multiple letters of support and opposition to this motion. If the proposal were to pass First Reading, Administration will send the proposed bylaw to the letter senders to advise that the public hearing process has now opened and that, if they wish to comment on the bylaw, they will need to resubmit their letter.

On April 4 and April 24, 2024, the proposed amendment by Council was reviewed by the Development Review Committee (DRC). The DRC raised several concerns regarding the proposed amendment:

- The OCP does not specify where within the designation the increased height will be permitted;
- The OCP lacks clear guidelines to assess the shadow and wind impacts of tall buildings when reviewing development permit applications;
- Parks and public spaces should be protected from excessive shadowing, especially in Downtown South;

- Municipal infrastructure and fire protective services may not have the capacity to support increased density;
- Tall building developments may not have the ability to provide sufficient parking; and
- Due to the impacts of tall buildings, the OCP should require community benefits to offset the increased height.

If the proposal were to pass First Reading, the schedule for the OCP amendment is as follows:

Planning Committee:	May 6, 2024
First Reading:	May 13, 2024
Newspaper Ads:	May 17 and May 24, 2024
Public Hearing:	June 10, 2024
Report to Committee:	July 2, 2024
Second Reading:	July 8, 2024
Ministerial Review:	August 30, 2024, (assuming a full 45-day review period)
Third Reading:	September 9, 2024

ALTERNATIVES

1. Proceed with the proposed OCP amendment under the bylaw process; or
2. Do not proceed with the proposed OCP amendment under the bylaw process.

ANALYSIS

Official Community Plan

The Mixed-Use Downtown Core area (see Attachment 1) is intended to be the heart of the community and accommodate a range of opportunities to live, work, learn, and play in an aesthetically pleasing environment that reflects the community's heritage and encourages interaction between private and public spaces (OCP Policy 15.8).

Tall buildings of up to 40 m (approximately 12 storeys) are not contrary to the intent of this designation. The proposed amendment also aligns with OCP Policies 8.1, 8.32, and 8.35, which encourage compact development, and in particular, high-density development in the Downtown, which may be achieved by increasing building heights in certain areas. The proposed amendment supports compact, high-density development, optimizes public service use, and could protect the wilderness by focusing development within the Downtown. The proposed amendment would not change the maximum 20 m building height along Main Street east of Fourth Avenue as OCP Policy 15.8.13 would still apply to these areas.

The OCP Growth Strategy used Whitehorse's estimated average household size and Yukon Bureau of Statistics' (YBS) 2019 preferred population growth projections to identify that 6,150 additional dwellings units would be required by 2040 to accommodate Whitehorse's population growth, which at 2.4 people per household, would be 14,760 people.

The OCP provides development opportunities for this growth projection and over 25% in contingency, totalling 7,360 additional residential units. This would provide enough units to accommodate an additional 17,664 people.

YBS revised their preferred population growth projection in May 2024. The estimated population of Whitehorse is now expected to grow to 46,110 people by 2040. The OCP accommodates growth for 47,189 people.

Zoning Bylaw

The maximum height currently allowed within the Mixed-Use Downtown Core designation is up to 25 m within some areas of the designation. As previously noted, concern was expressed by DRC about where buildings up to 40 m would be permitted, particularly concerning other areas within the Downtown that have smaller maximum building heights, such as Residential – Old Town designation (10 m) and Public Waterfront zone (10 m). The additional height could also impact lands within the Downtown Core designation, including parks, schools, and other buildings.

It is also noted that the Zoning Bylaw does not have requirements around providing a minimum amount of market or non-market (affordable) housing within Downtown developments. Increased heights would therefore not necessarily result in market or non-market housing being provided on a site. For example, an office building up to 40 m could be developed.

Previous Engagement on Downtown Building Heights

Community feedback on the draft OCP in summer 2022, specifically on raising the maximum building height to 32.5 m within the Downtown Core, revealed that 62% of the 376 respondents considered this height too tall (24% a bit too high, 38% way too high). Informed by public input, Administration recommended, and Council approved the OCP, to limit building height in the Downtown Core designation to 25 m, noting buildings up to 30 m could be considered. The proposed maximum building height significantly exceeds the height that a majority of respondents felt was too high.

In the Round 1 Engagement of the Zoning Bylaw Rewrite, survey respondents were asked about their level of support for allowing taller buildings in the downtown area and/or near public transit hubs. The majority (60%) supported this measure (22% supporting, 38% strongly supporting). However, it is important to note that this question was asked in the context of the existing OCP maximum height of 30 m and should not be assumed that respondents are necessarily supportive of height beyond that.

Sustainability Plan

A goal of the Sustainability Plan is a strong downtown and livable neighbourhoods. As part of this goal, the City set a target of increasing downtown population by 10% by 2020, 20% by 2030, and 40% by 2050. A 40% increase in the Downtown population from 2015 (2,836 people) would be approximately 4,000 residents in 2050 or 1,134 additional people.

In 2023, there were 3,173 residents in Downtown, representing an 11% growth.¹ This is above the 2020 target set in the Sustainability Plan. In addition, a 2021 Downtown Development Capacity Assessment found that there were approximately 100 lots within Downtown with high development potential (vacant and uncontaminated). These 100 lots were estimated to be able to accommodate approximately 900 dwelling units (or 2,160 people). This is well above the 2040 target set in the Sustainability Plan.

¹ Government of Yukon (Yukon Bureau of Statistics), Community Statistics, Population estimates by age and sex: <https://arcg.is/0CGOCf1>

The Sustainability Plan also set targets to reduce per capita and total Green House Gas (GHG) emissions within Whitehorse. Taller buildings generally produce higher GHG emissions in their construction and may be more or less energy efficient to operate than smaller buildings depending on their design. On the other hand, denser developments typically reduce the duration and overall number of vehicular trips and support active transportation and transit.

National Building Code Requirements for High Buildings

Section 3.2.6. of the National Building Code (NBC) of Canada requires additional features for buildings over 36 m, dependant on occupant loads. These regulations add to the development costs of tall buildings. A maximum permitted building height set too close to the height that triggers additional construction costs may not incentivize developers to construct taller buildings if the increased costs to meet the additional requirements are not offset by the revenue generated by the extra floor area. It is unclear if the additional 4 m (from 36 m to 40 m), or one more storey, would be enough to offset the costs associated with meeting the additional NBC requirements.

Wind and Shadow Impacts

Tall buildings can significantly impact wind flow in urban environments, leading to a wind tunnel effect. This effect is characterized by the acceleration of wind speed when the wind is funnelled between closely spaced tall buildings and deflected downward towards street level. Complex patterns of eddies and turbulence can be created when wind interacts with tall buildings.

Shadows

Tall buildings can also have shadowing impacts on the surrounding neighbourhood, especially in our northern context. This is not unique to buildings taller than 30 m, as taller buildings can increase both the duration of shadow and the total area covered by shadows.

Administration completed a shadow analysis to illustrate the different shadow impacts of 25, 30, 35, and 40 m buildings within the Downtown Core (see Attachment 2). Taller buildings do cast longer shadows, having the potential to have farther reaching impacts. However, the shadow impacts of buildings over 30, 35, and 40 m do not appear to be significantly larger than those of 25 m buildings during the spring, fall and summer months. However, in the months around the winter solstice in late December, shadow differences may be significant, when sunlight is present. A 10 m increase in height can result in an additional 100 m of shadow distance, equivalent to about one north-south city block. Approximately half of the days on average in November, December, and January do not have any measurable amount of sunshine in Whitehorse due to prevalent overcast conditions. Therefore, in winter the shadow impact is not anticipated to be significant.

Some of the impacts of wind and shadowing could be mitigated through design guidelines and regulations that influence building orientation, placement, shape, and design.

Summary

Overall, even with updated projections from YBS indicating higher than anticipated growth rates over that used in the OCP, the resulting population growth should still be accommodated by the development opportunities provided for in the OCP. Further,

community feedback on building heights has not appeared to have changed. Finally, it should be noted that increased building heights also may not directly result in additional residential units. Administration therefore recommends the proposed amendment does not proceed under the bylaw process

If the proposed amendment was to proceed under the bylaw process, Administration recommends including development guidelines to address wind and shadow impacts.

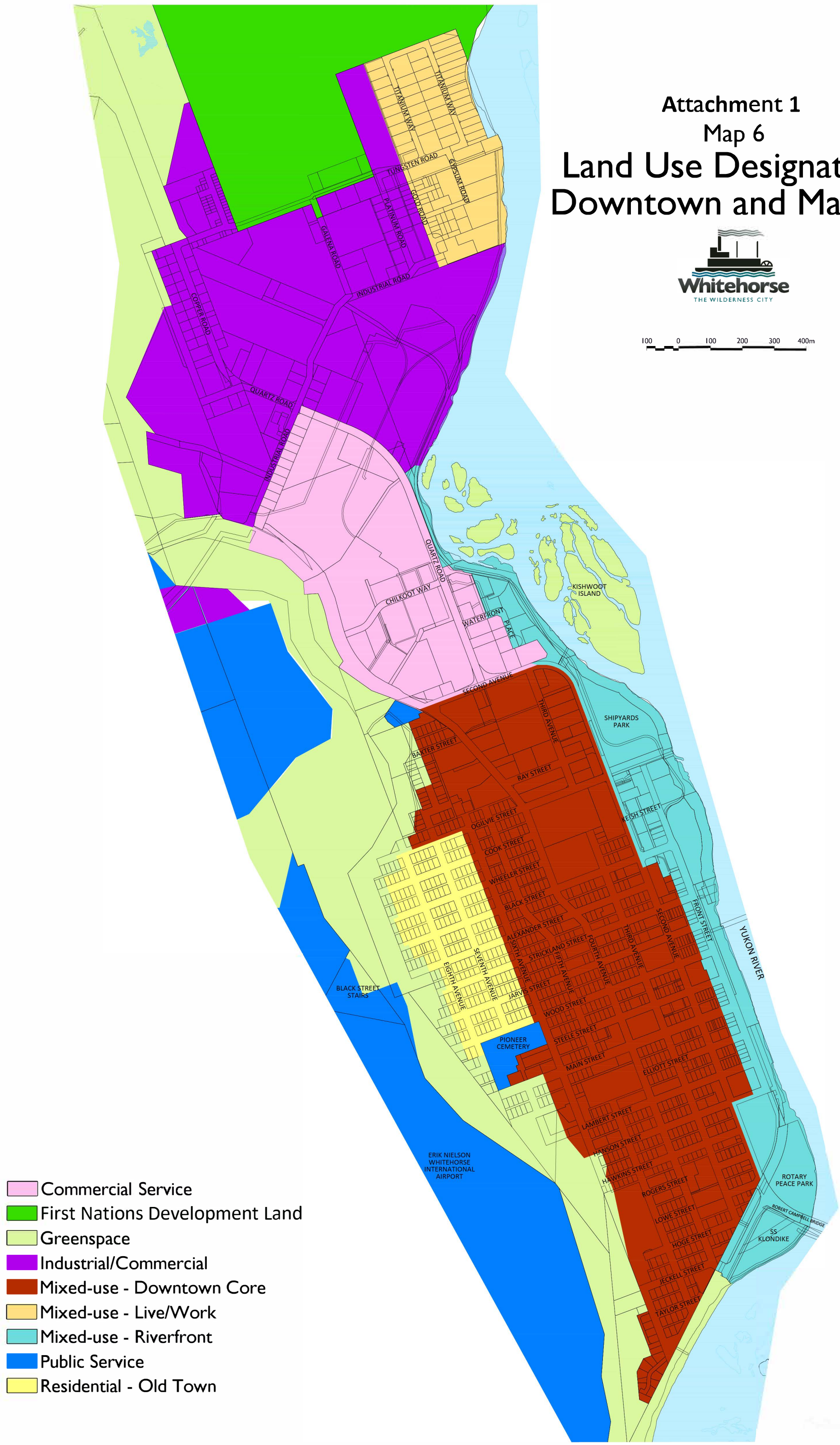
If Council were to approve the proposed OCP amendment, the new maximum building height would be implemented through the Zoning Bylaw Rewrite process.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-26, a bylaw to amend the Official Community Plan to increase the maximum building height in the Mixed-use Downtown Core designation to 40 m, not proceed under the bylaw process.



Attachment 1
Map 6
**Land Use Designations
Downtown and Marwell**



-  Commercial Service
-  First Nations Development Land
-  Greenspace
-  Industrial/Commercial
-  Mixed-use - Downtown Core
-  Mixed-use - Live/Work
-  Mixed-use - Riverfront
-  Public Service
-  Residential - Old Town

Shadow Impact Example

Introduction

To illustrate the shadow impacts of tall buildings at various heights, Administration prepared a shadow impact example of a hypothetical development within the Mixed-Use Downtown Core.

The City-owned parking lot at 3rd Avenue and Steele Street was chosen as a location due to its current zoning allowing a maximum building height of 25 m, and its central location within the Downtown. The examples do not represent any current development plans on behalf of the City and are for discussion purposes only.

The building depicted has a footprint of approximately 2000 m², which is similar to other taller buildings developed within the Downtown.

Methodology

A 3D model of buildings within the Downtown was generated from open data on Open Street Maps. The dataset is an approximation of current development and the accuracy of building heights and footprints varies from parcel to parcel.

Shadows were illustrated for different times at three different dates of the year: December 21 (Winter Solstice), March 21 (Spring Equinox), and June 21 (Summer Solstice). The sun is in the same position during the Fall Equinox as it is during the Spring Equinox. Therefore, shadowing on September 21 is not depicted.

How to Read

The example development at 3rd and Steele is yellow, with the surrounding existing development in white. The *new* shadow cast by the example development is also in yellow, with existing shadows grey.

Example:

Shadow impacts of 25 m development on June 21 at 8:00am.

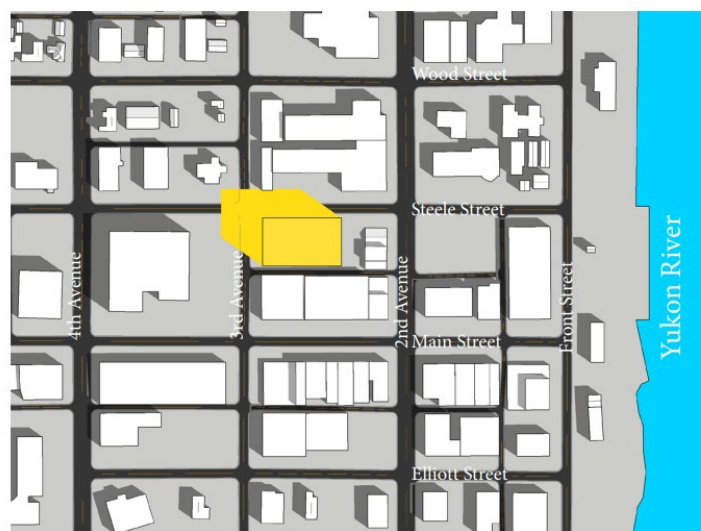


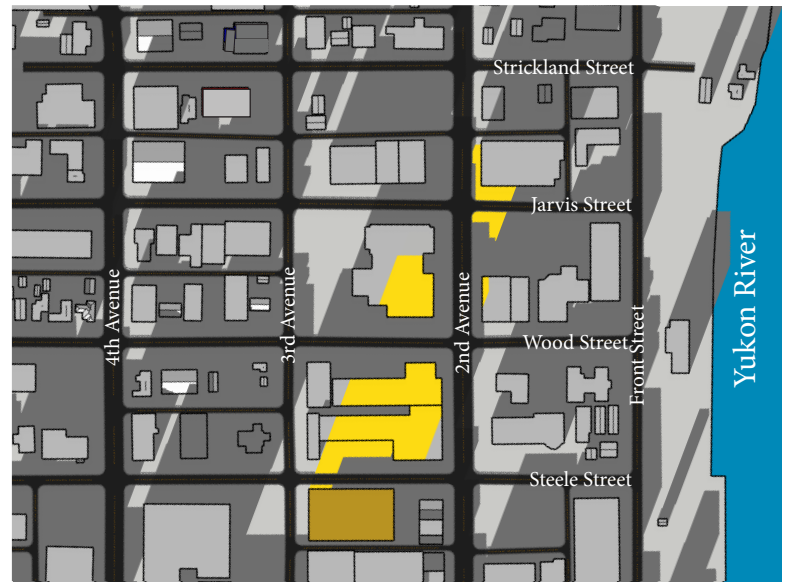
Figure 1. 25 m Building Shadow on June 21 at 8:00am.

Date: December 21 (Winter Solstice)
Location: 3rd Avenue & Steele Street

11:00AM

12:00PM

25 m



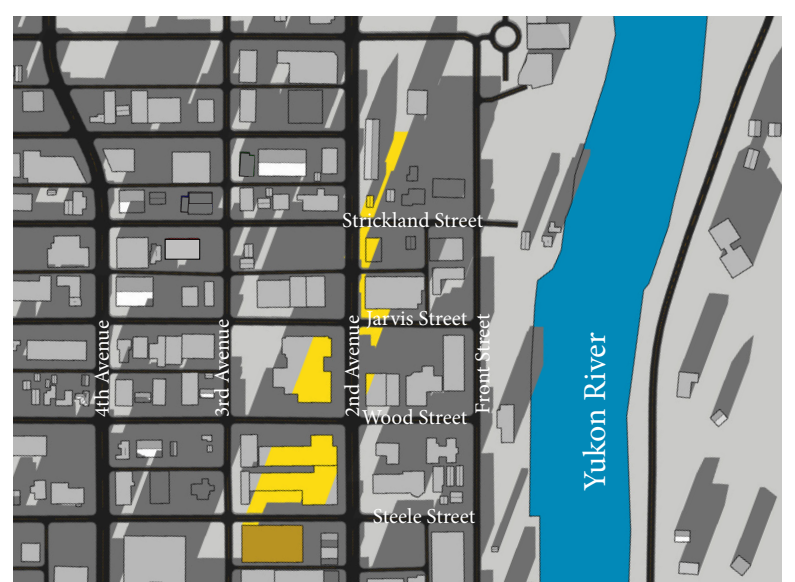
30 m



35 m



40 m

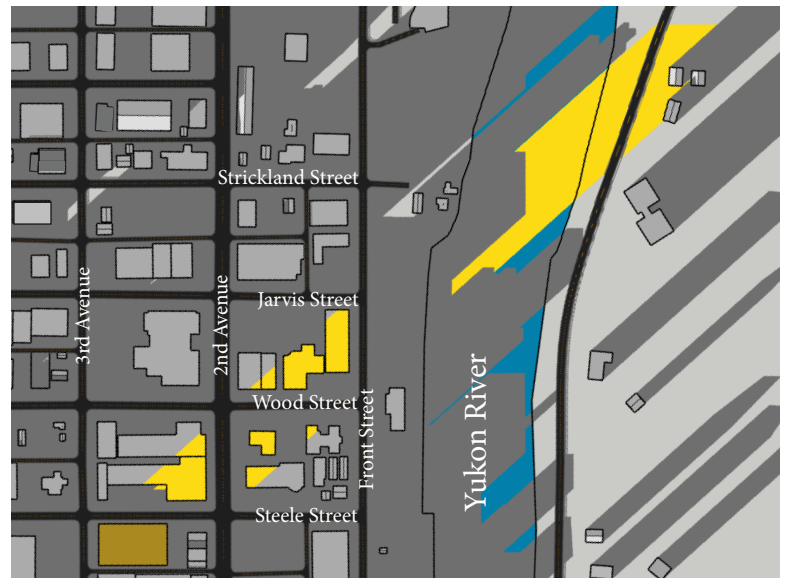


Date: December 21 (Winter Solstice)
Location: 3rd Avenue & Steele Street

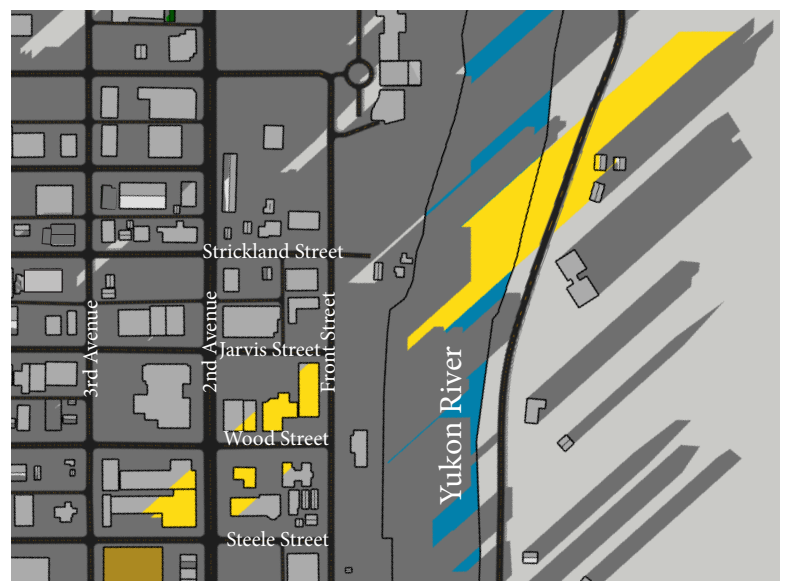
1:00PM

2:00PM

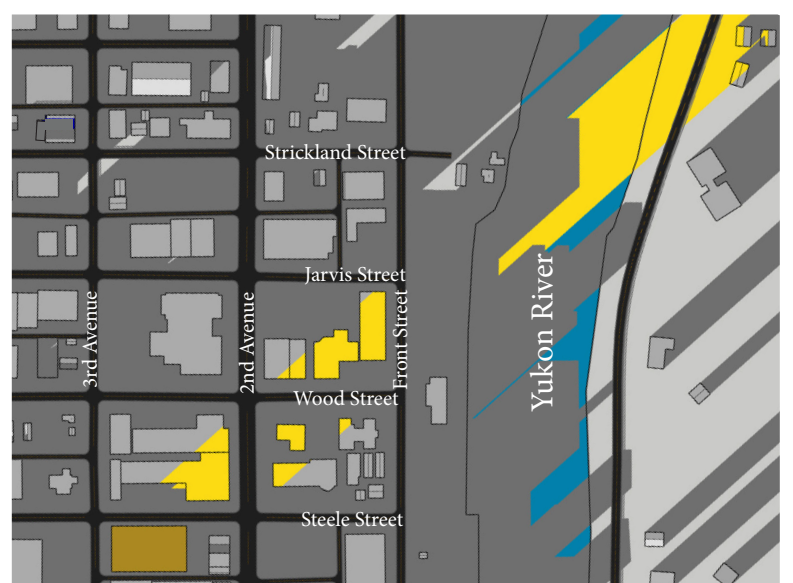
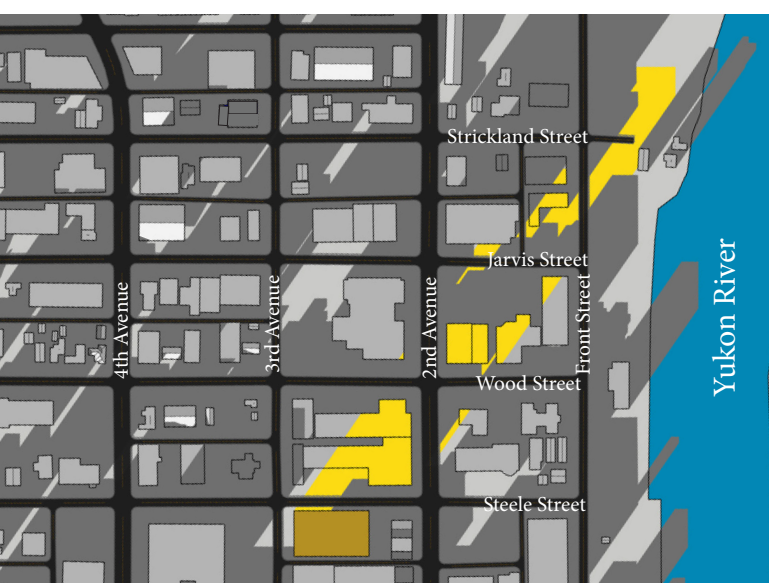
25 m



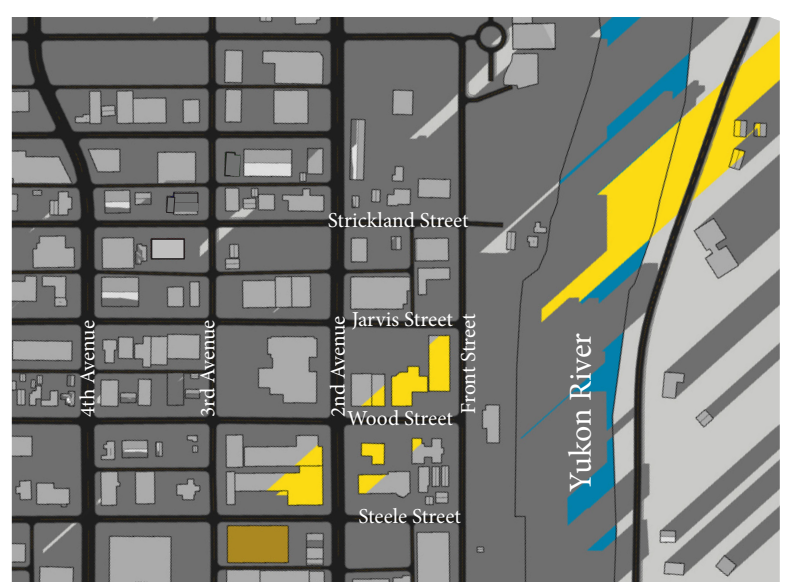
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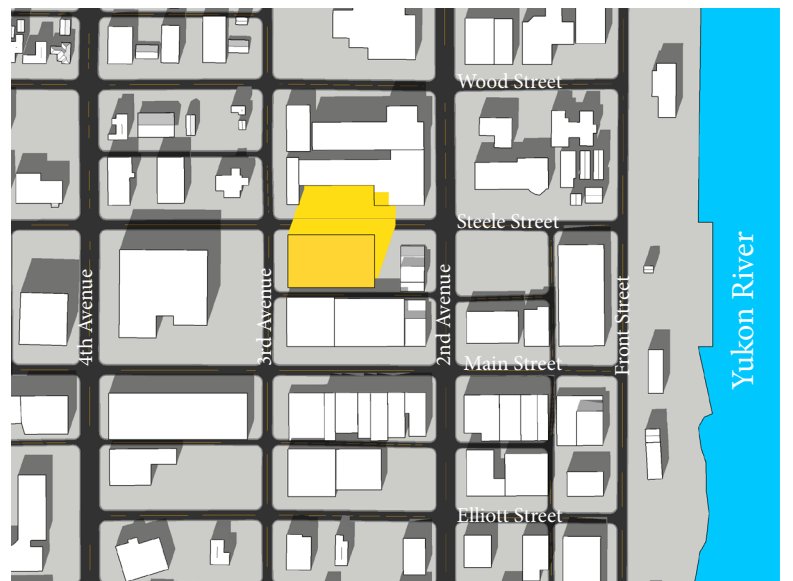
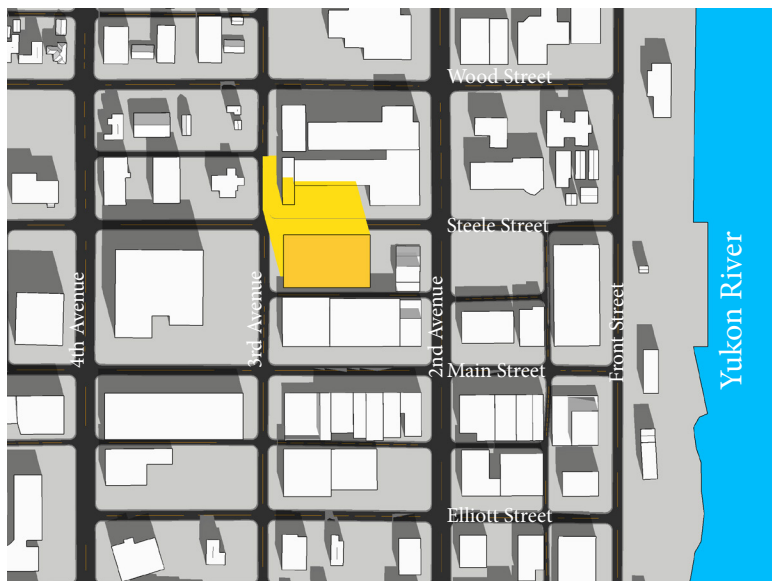


Date: March 21 (Spring Equinox)
Location: 3rd Avenue & Steele Street

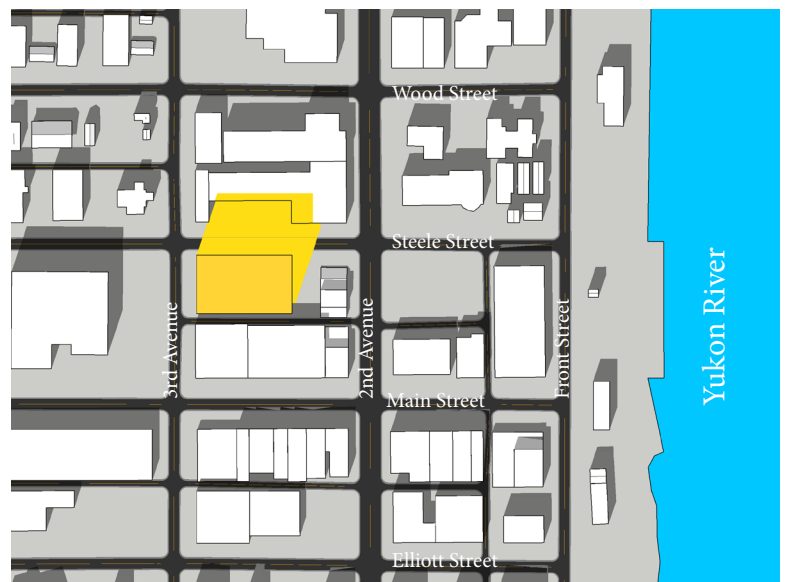
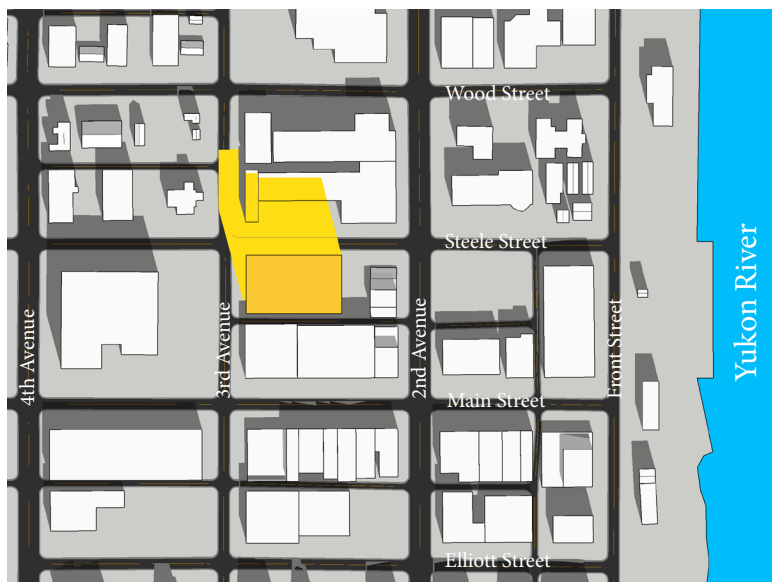
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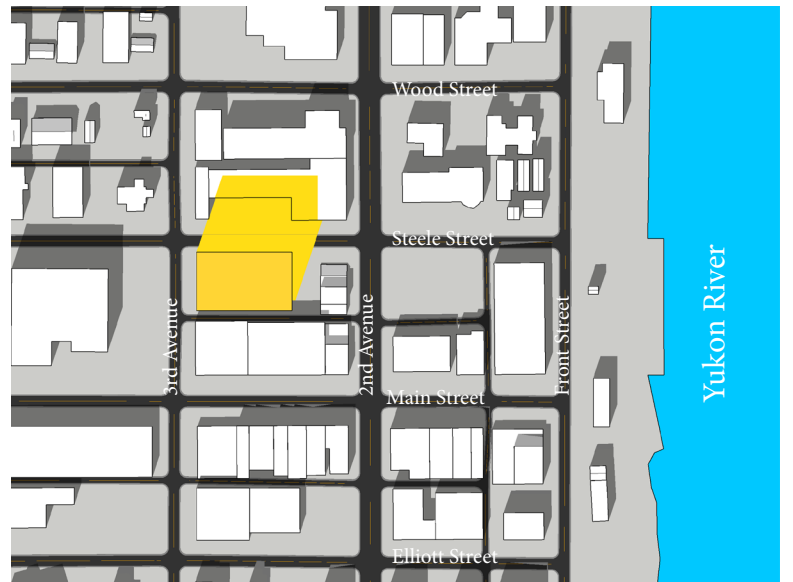
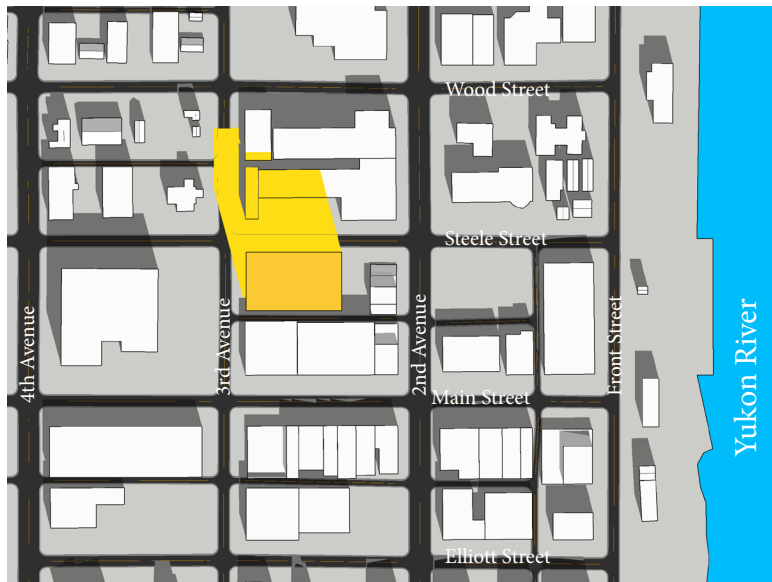
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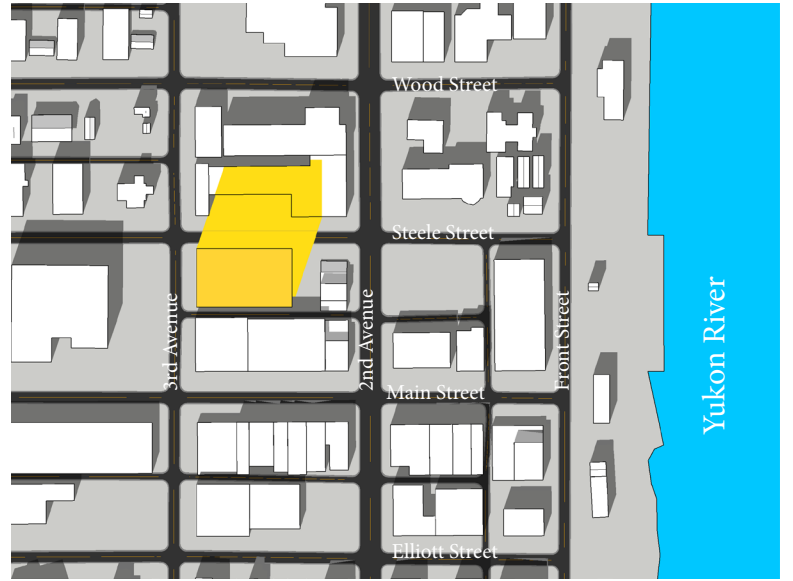
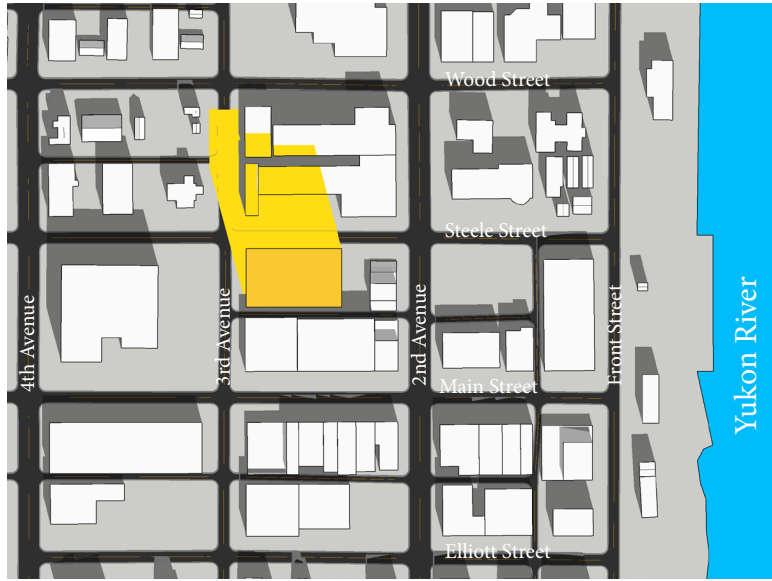
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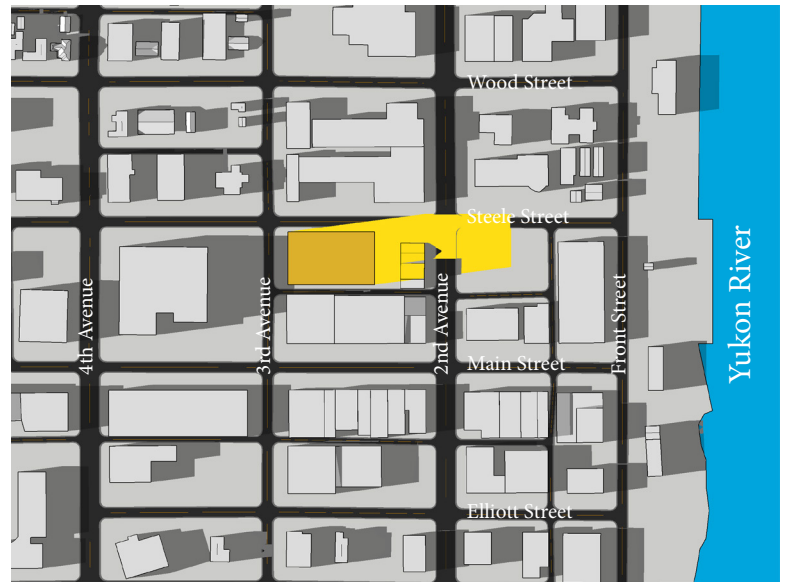
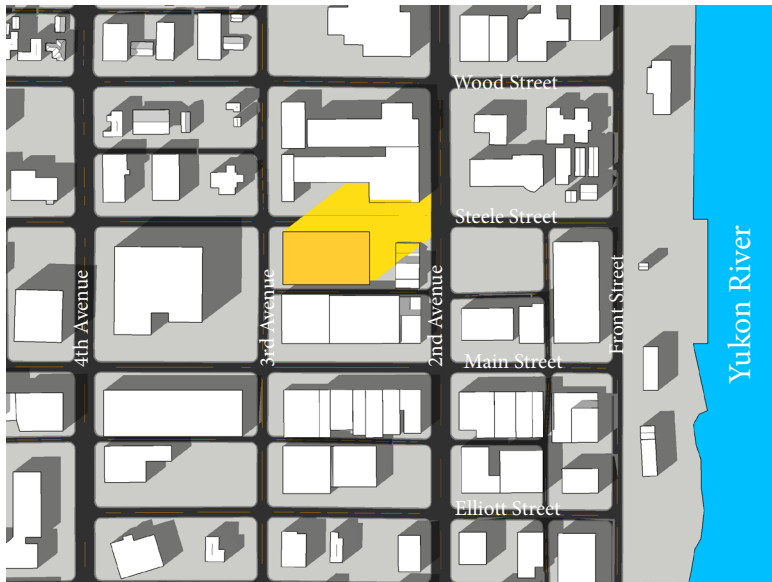


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Location: 3rd Avenue & Steele Street

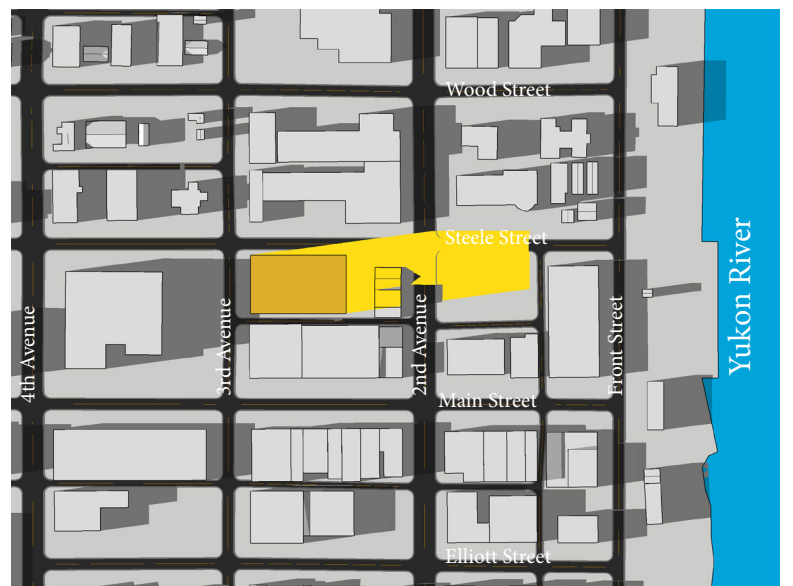
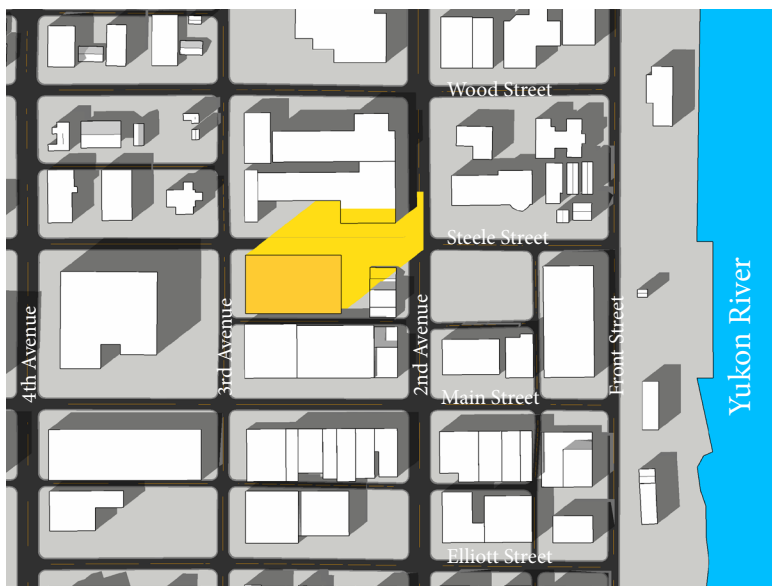
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4:00PM

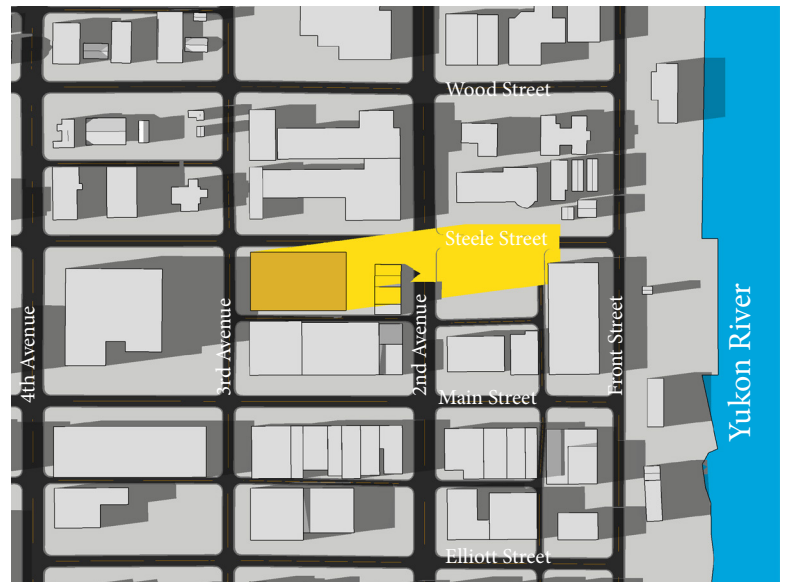
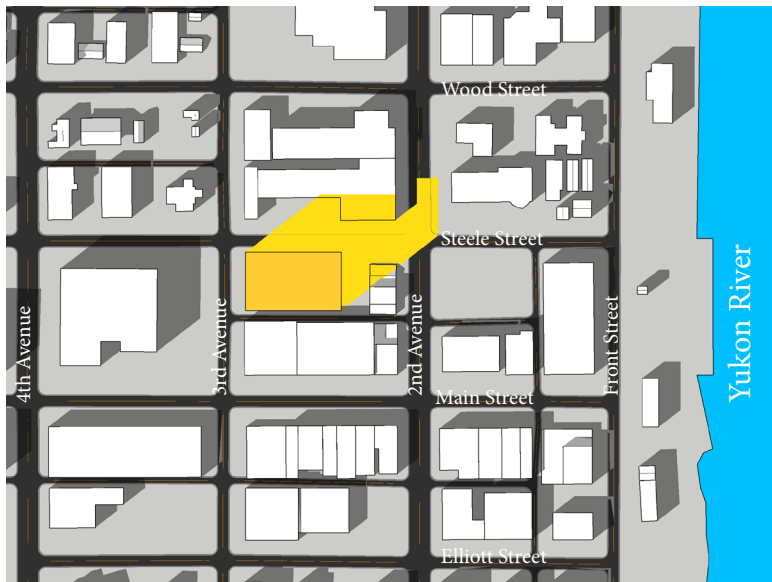
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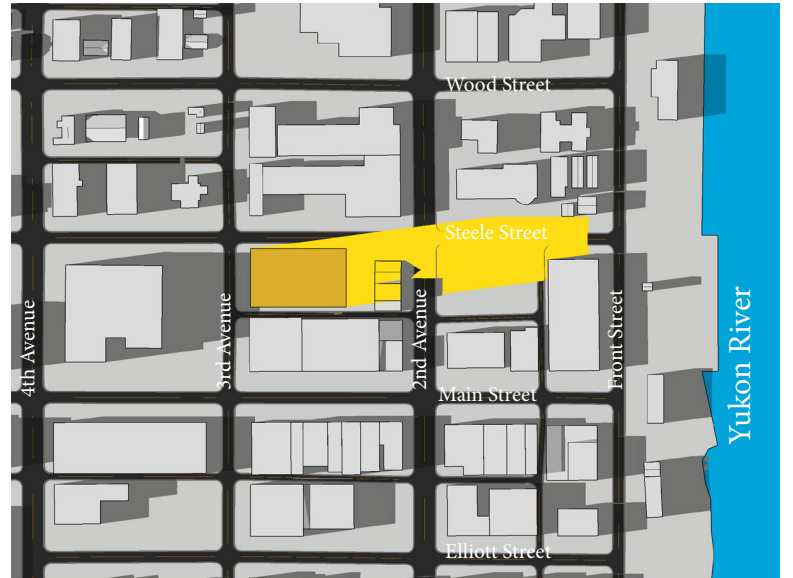
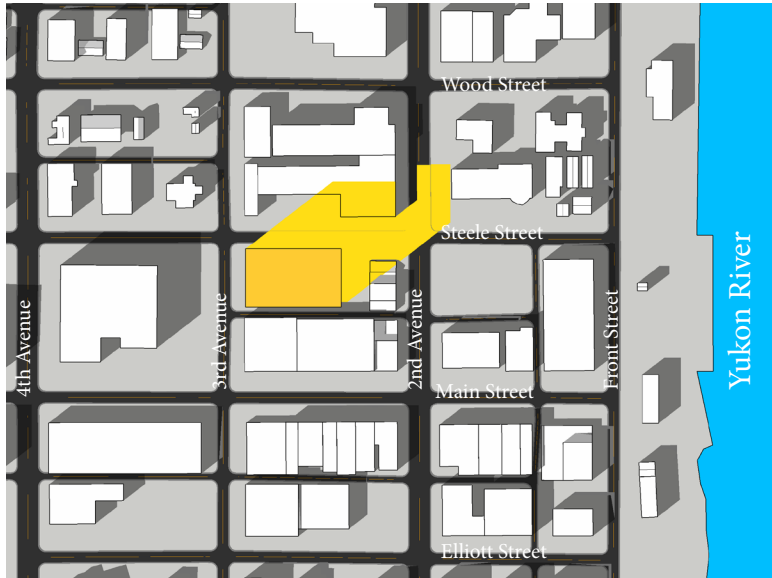
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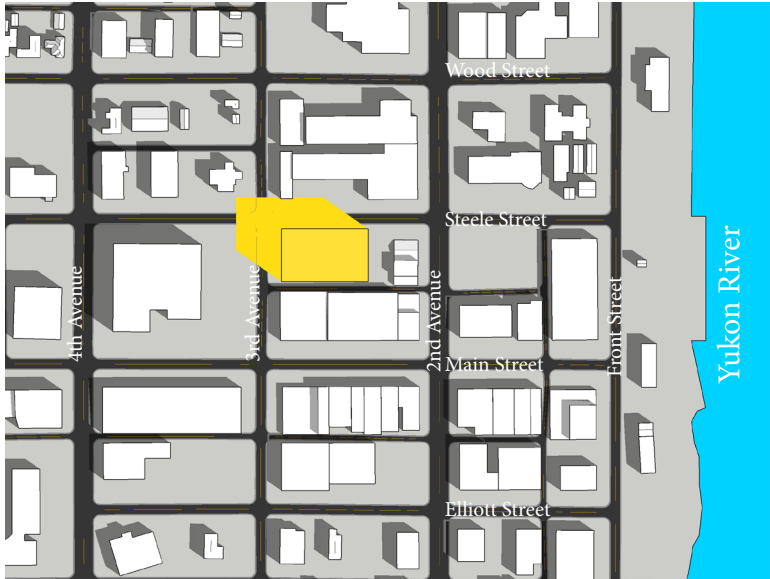


Date: June 21 (Summer Solstice)
Location: 3rd Avenue & Steele Street

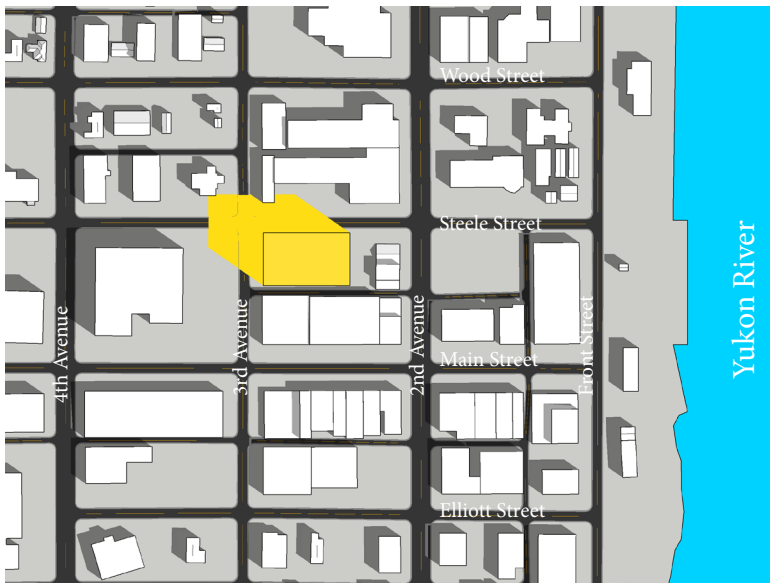
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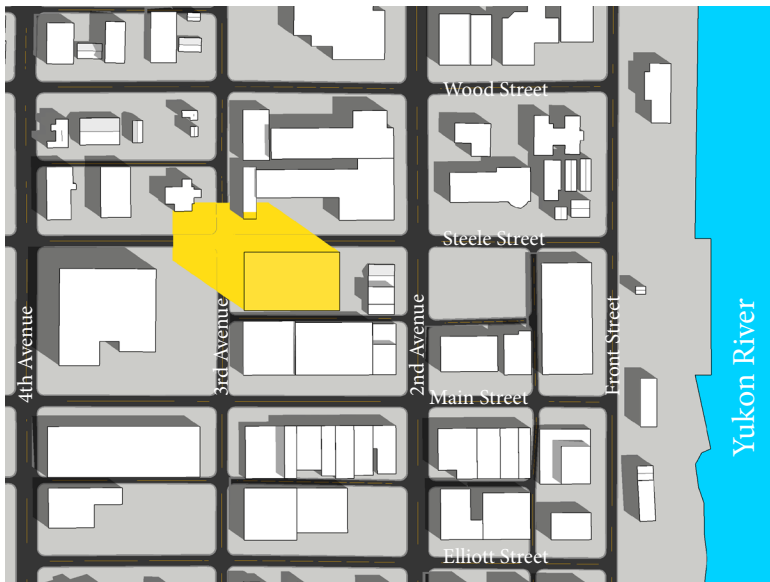
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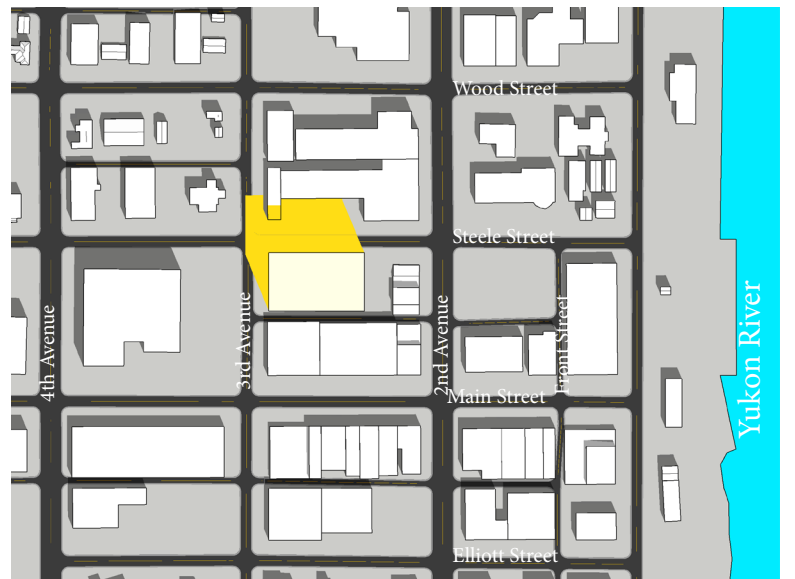
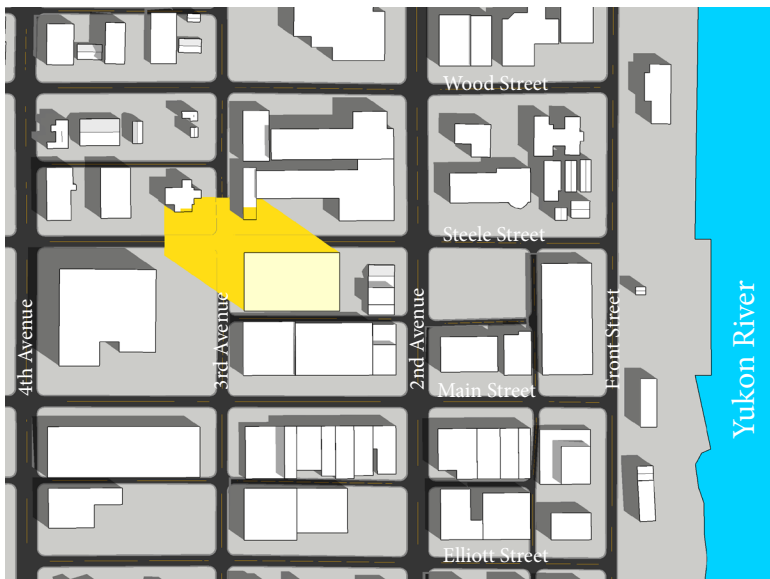
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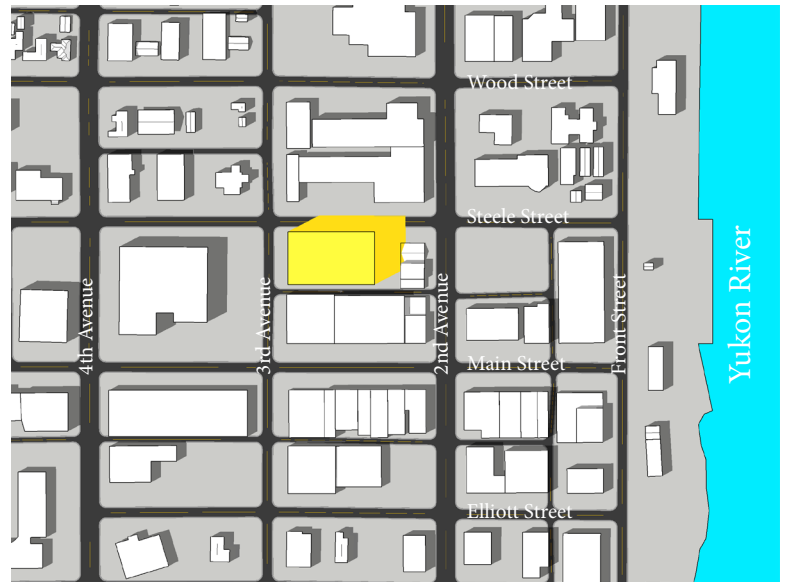
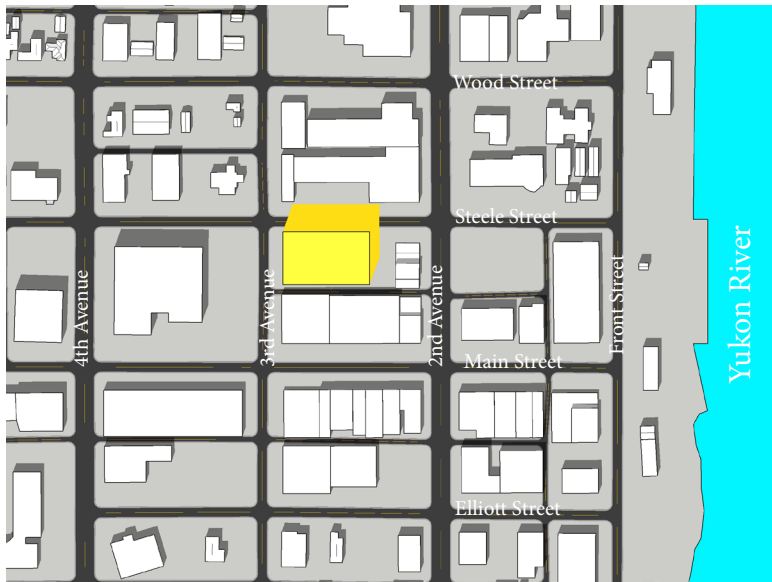


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Location: 3rd Avenue & Steele Street

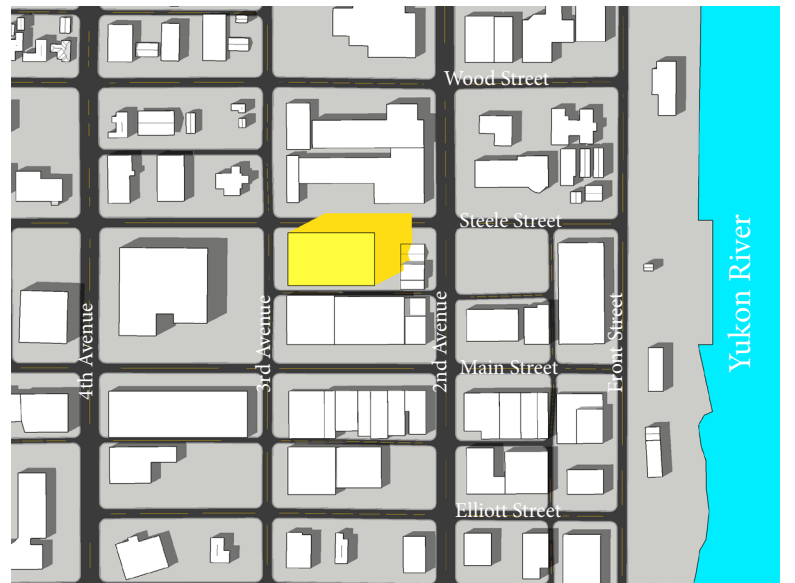
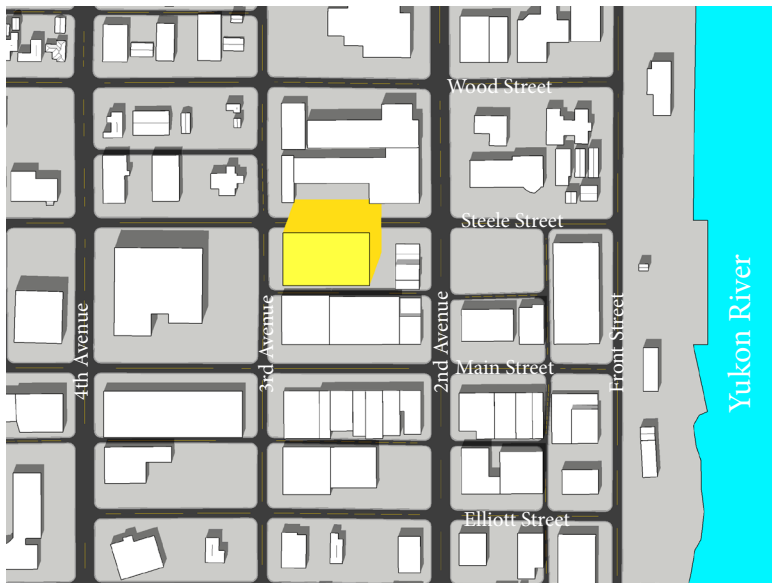
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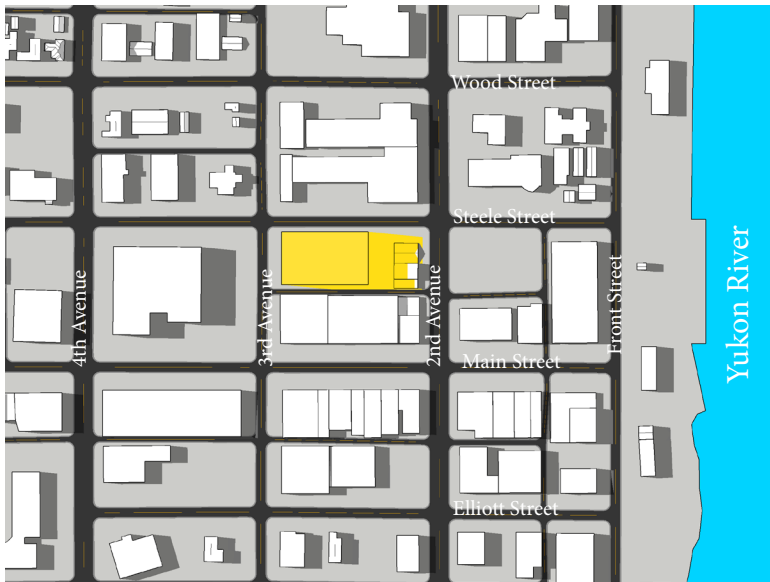


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Location: 3rd Avenue & Steele Street

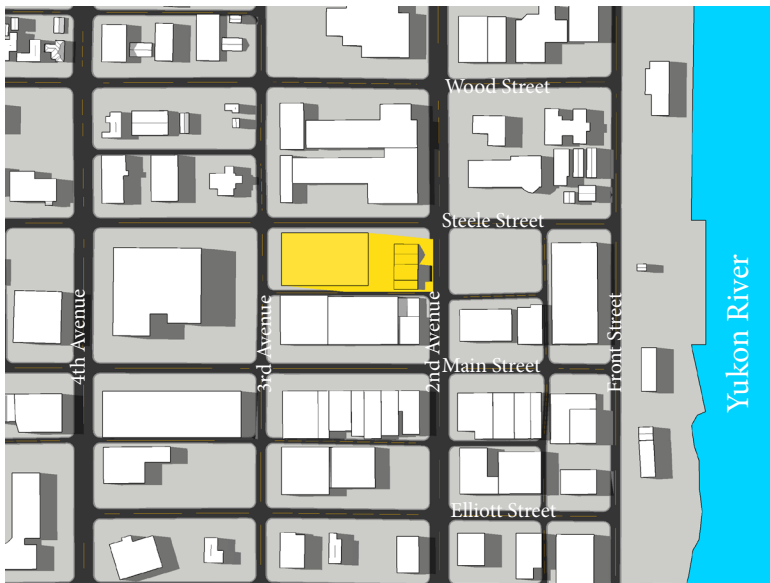
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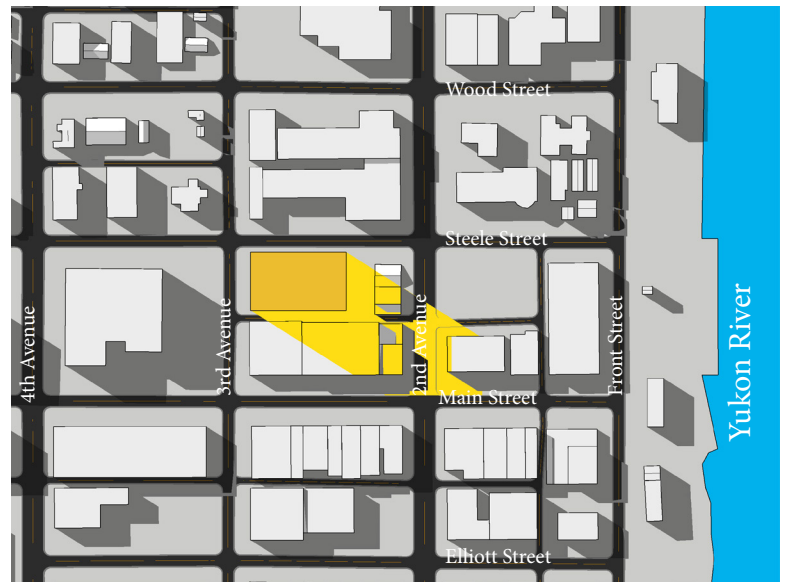
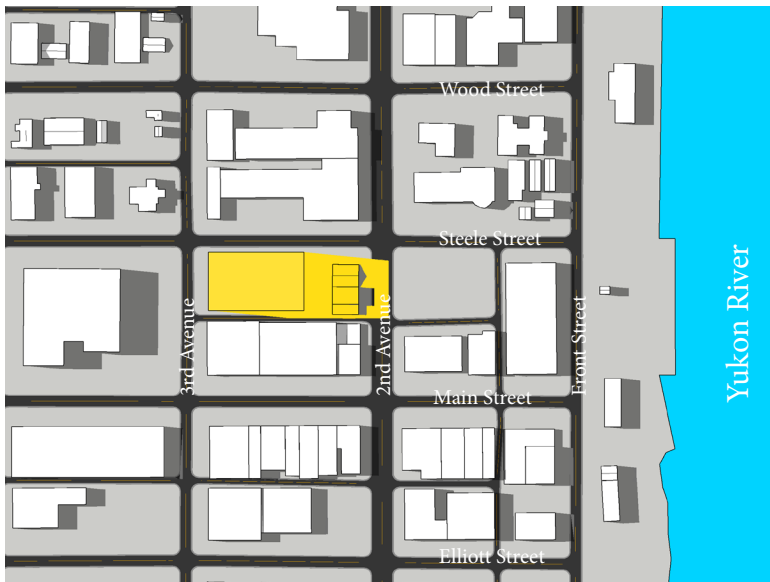
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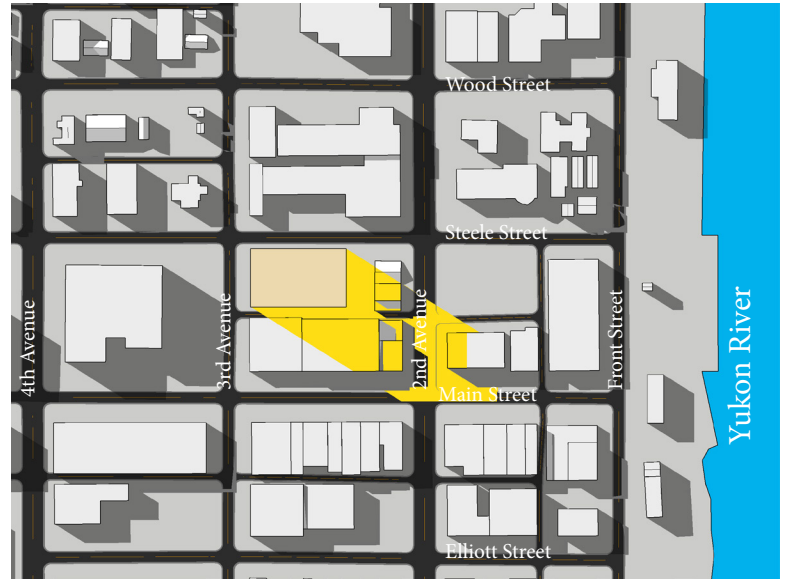
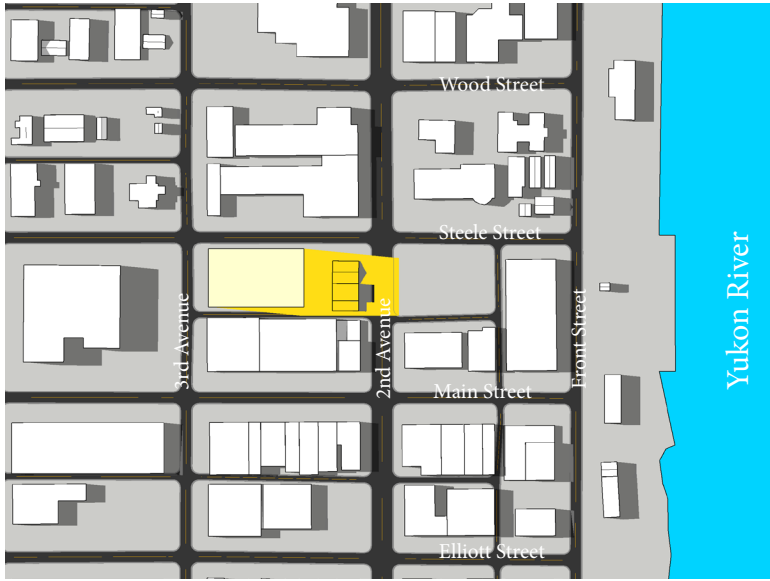
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CITY OF WHITEHORSE
BYLAW 2024-26

A bylaw to amend the Whitehorse 2040 Official Community Plan

WHEREAS section 289 of the *Municipal Act* provides that a municipality shall by bylaw adopt an official community plan in accordance with Part 7, Division 1 of the Act; and

WHEREAS section 285 of the *Municipal Act* provides for amendment of an official community plan; and

WHEREAS it is deemed desirable that the Whitehorse 2040 Official Community Plan be amended to increase the maximum building height within the Mixed-Use Downtown Core land use designation to 40 m.

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

1. Policy 15.8.7 is hereby amended by replacing the current text with the following:
 - i. “The maximum building height allowed in the Mixed Use – Downtown Core designation will be 40 metres.”
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:
PUBLIC NOTICE:
PUBLIC HEARING:
SECOND READING:
EXECUTIVE COUNCIL MEMBER APPROVAL:
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: May 6, 2024
RE: Zoning Amendment – 6119 6 th Avenue

ISSUE

An application to amend the zoning of 6119 6th Avenue, from CC – Core Commercial to CCx – Core Commercial (modified), to allow for a child care centre.

REFERENCE

- [Zoning Bylaw 2012-20](#)
- [Whitehorse 2040 Official Community Plan](#)
- [2018 Downtown Plan](#)
- Location Map (Attachment 1)
- Proposed Bylaw 2024-31 (Attachment 2)

HISTORY

An application was received to rezone 6119 6th Avenue from CC – Core Commercial to CCx – Core Commercial (modified) to allow for a child care centre as a principal use. There is an existing building on the property that the applicant intends to modify, subject to additional City approvals, to accommodate a child care centre within part of the building. The applicant is seeking a special modification to the zoning since child care centres are not a permitted use in the CC zone.

On March 13, 2024, the zoning amendment application was reviewed by the Development Review Committee (DRC). The applicant originally applied to rezone the subject property to CM2 – Mixed Use Commercial 2. DRC recommended that the application is instead updated to rezone to CCx (modified) instead of the CM2 zone which would allow many more uses and may have parking requirement implications. DRC also noted that the child care centre use will likely change the class of the existing building under the National Building Code of Canada and structural changes may be required.

Following DRC, Administration confirmed with the applicant that they were supportive of rezoning to CCx (modified) instead of CM2. The applicant also had an onsite meeting with the City's Building Official to understand any structural items that may need to be addressed in order to support a child care centre use in the existing building. The applicant was supportive of pursuing the zoning amendment application with this in mind.

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	May 6, 2024
First Reading:	May 13, 2024
Newspaper Ads:	May 17 and May 24, 2024
Public Hearing:	June 10, 2024
Report to Committee:	July 2, 2024
Second and Third Reading:	July 8, 2024

ALTERNATIVES

1. Proceed with the amendment under the bylaw process; or
2. Do not proceed with the amendment.

ANALYSIS

Site Context

The subject site is located on the southeast corner of 6th Avenue and Steele Street in Downtown. The area to the east and south of the subject site is also zoned CC, the area to the west is zoned CM2, the area to the north is zoned CM1 – Mixed Use Commercial, and the area to the northwest is zoned PS – Public Service.

Existing uses on surrounding properties are generally residential in nature with a Government of Yukon public services building (Mental Wellness and Substance Use Services) also being located opposite 6th Avenue. To the northwest is the Pioneer Cemetery. The Teegatha'Oh Zheh and Canine Bluffs Off Leash parks are also nearby.

There is an existing building on the subject property. The portion of the building that is proposed to contain the child care centre, which fronts onto 6th Avenue, is currently vacant.

2040 Official Community Plan and 2018 Downtown Plan

The subject site is designated as Mixed Use – Downtown Core in the OCP. The Mixed Use – Downtown Core area is intended to accommodate a range of live, work, learn, and play opportunities. Policy 15.8.2 states that uses suitable for inclusion in the Mixed-Use - Downtown Core area include, but are not limited to, offices, retail stores, personal services, financial institutions, government buildings, schools, parks, playgrounds, cultural, art or entertainment facilities, and higher-density residential uses. Although not specifically identified in the OCP, child care centres are an appropriate use in the Mixed Use – Downtown Core area and support the creation of a complete community.

The Downtown Plan aims to retain the Downtown as the primary employment area for the city and direct traditional office development primarily into the CC, CM1, and CM2 zones per policy 6.3.7. Allowing a child care centre in close proximity to where employment opportunities are concentrated is practical for families requiring child care who work Downtown.

Zoning Bylaw

The purpose of the CC zone is to provide for core commercial activity that is vibrant and pedestrian-oriented with a mix of commercial, residential, and institutional uses. The CC zone allows for many principal uses, including family day homes as a secondary use. Family day homes are the secondary use of a dwelling, licenced under the *Child Care Act*, to provide child care services. The CM1 and CM2 zones immediately to the north and west of the site allow child care centres as a principal use.

The principal uses in the CC zone are primarily open to the public and intended to generate high pedestrian traffic. However, child care centres are typically only accessed by employees and the families of the children who attend the child care centre.

Although child care centres are not typically frequented by the general public, the children are regularly taken outdoors to play or go for walks which would contribute to the vibrancy intended in the CC zone and Downtown. Child care centres are also considered an essential service to help support employment and residential uses within Downtown. The site is on the fringe of the larger CC zone, where a child care centre would not detract from the pedestrian-oriented uses within the main CC area and could act as a transition from CM zones to CC.

As such, Administration considers a child care centre an appropriate use on the subject site. Child care centres are already permitted in the surrounding area, will complement other downtown uses, and there are desirable amenities for child care centres nearby such as open space, trails, and parks.

ADMINISTRATIVE RECOMMENDATION

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.



DATE:
May 6, 2024

FILE NO:
Z-02-2024

 Subject Site

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Bylaw 2024-31

A Bylaw to amend the zoning of 6119 6th Avenue from CC – Core Commercial to CCx – Core Commercial (Modified)



CITY OF WHITEHORSE
BYLAW 2024-31

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 Whitehorse Zoning Bylaw be amended to allow for the development of a child care centre at Lot 14, Block 46, Plan 71458 CLSR YT, municipally known as 6119 6th Avenue;

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

1. Section 10.1 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection, 10.1.7 Special Modifications, as follows:

“10.1.7 Special Modifications

- a) Lot 14, Block 46, Plan 71458 CLSR YT, located at 6119 6th Avenue in the Downtown area, is designated CCx(a) with the special modification being that child care centres are permitted as a principal use.”

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 6119 6th Avenue from CC – Core Commercial to CCx(a) – Core Commercial (Modified) as indicated on Appendix A and forming part of this bylaw.

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

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

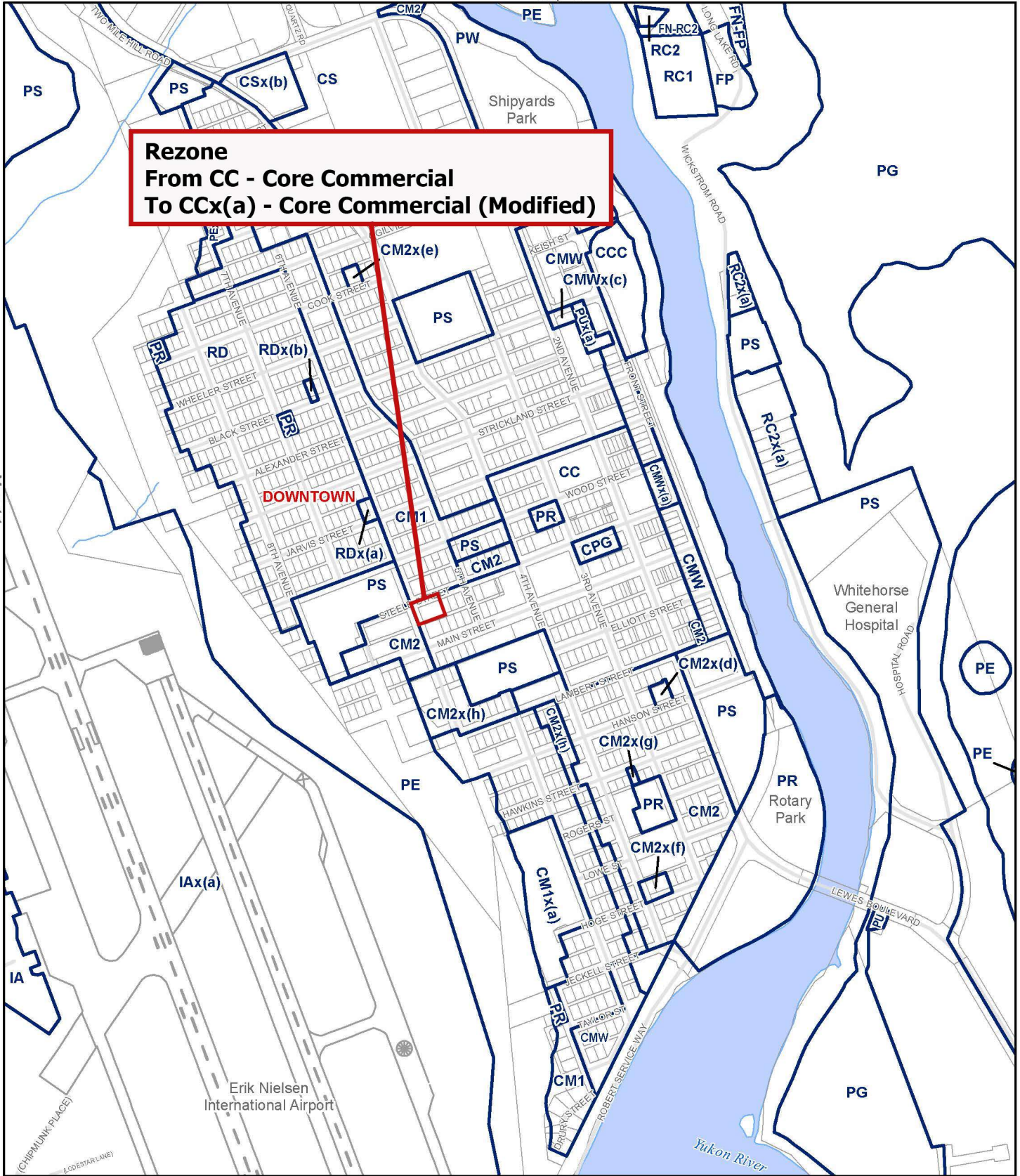
SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

Map 11

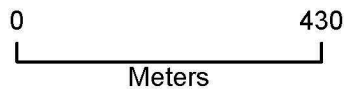


Map 14

Map 18

Map 16

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

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: May 6, 2024
RE: Lease Agreement – Biathlon Yukon

ISSUE

A bylaw to enter into a lease agreement with Biathlon Yukon for the operation of the existing biathlon range and ski trails, located approximately 4.5 kilometres up Grey Mountain Road within Lot 1115, Quad 105 D/10, Plan 98-164, Whitehorse, Yukon.

REFERENCE

- [Municipal Act](#)
- [2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Municipal Charges and Community Service Grant Policy \('Grant Policy'\)](#)
- [Lease, Encroachment and Property Use Policy](#)
- Location Sketch (Attachment 1)
- Proposed Bylaw 2024-32 (Attachment 2)

HISTORY

Biathlon Yukon is a non-profit society that has been operating the biathlon training and recreation facility at this location on Grey Mountain Road since 1987. The current lease agreement between Biathlon Yukon and the City was for a 10-year term and has been in over-holding status since June 30th, 2023.

Through their previous lease, Biathlon Yukon has been responsible for the payment of property taxes on the 168 hectare surveyed lot. Historically, Council has granted the property taxes back in full or in part through the annual Grant Policy. In 2023, they paid \$4,007 in property taxes, and of that, \$3,500 was granted back.

In anticipation of the City of Whitehorse hosting the 2026 Arctic Winter Games, the Government of Yukon (YG) has been working with Biathlon Yukon on plans to build a \$1.8 Million administrative building for Biathlon Yukon, with another \$1.1 million budgeted for site improvements within the lease area. With the City's approval that is required through the lease agreement, their intention is to start construction of this 348 square metre, two-storey, multi-purpose building and demolish or relocate several existing buildings on site.

The lease agreement and the building pre-design were reviewed by the Development Review Committee (DRC) on March 13, 2024 and a number of comments and concerns were raised, including:

- Recommendation for the lease to include a ten-year renewal clause to lengthen the tenure, assisting in Biathlon Yukon's ability to get grants;
- formalization of the existing public trails that bisect the northern end of the lot;
- Building construction issues related to adequate water for firefighting; and
- Grey Mountain Road is a priority 3 road and is typically left in a packed snow condition until after all priority 1 and 2 roads are clear.

All of the issues identified by DRC will be addressed either in the lease, or through the permitting process.

Administration is now bringing forward a new lease agreement between Biathlon Yukon and the City for Council approval. Administration is also requesting City Council's approval for the construction of the new building on City land in accordance with the proposed lease agreement terms.

ALTERNATIVES

1. Bring forward Bylaw 2024-32 to enter into a lease with Biathlon Yukon and consent to the new building;
2. Bring forward Bylaw 2024-32 to enter into a lease with Biathlon Yukon without the consent to the new building; or
3. Do not bring forward the bylaw.

ANALYSIS

Municipal Act / OCP and Zoning

Section 265(e) of the *Municipal Act* states the following:

“A council may pass bylaws for municipal purposes respecting...the municipality’s acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings, or other improvements on land or personal property”.

The OCP designates this area as “Greenspace Areas” within the Greenspace designation as shown on the 2040 OCP’s Greenspace Network Plan and is located in the centre of the Chadburn Lake Park as designated through the Chadburn Lake Management Plan.

The OCP provides that Greenspace Areas are developed primarily for recreation, are highly valued by residents and development related to recreational pursuits is encouraged. Specifically, Policy 15.5.3 of the OCP states:

“15.5.3 To encourage the community’s enjoyment of Greenspace areas, infrastructure that supports outdoor recreation (e.g., trails, interpretive signage, gathering areas) will be supported.”

This 168 hectare lot is one of the few lots in the City with multiple (split) zoning designations due to its immense size, location on the side of Grey Mountain and its variety of uses. The 11.74 hectare area adjacent to the Grey Mountain Road contains the four existing administrative buildings and the shooting range area/bleachers and is currently zoned “PR – Parks and Recreation”. Just north of this zoning area is a 3.76 hectare “PE - Environmental Protection” zone buffering the small lake on the lot and the remaining 152.5 hectares of the lot is zoned “PG – Greenbelt”, with the principal uses being Outdoor Participant Recreation Services and Trails.

Proposed New Building

The development plans for the new \$1.8 million administrative building include a fully accessible main floor with a large meeting room, an office, storage, kitchenette, two washrooms and a large athlete preparation area consisting of lockers, rifle cabinets and

storage. The upstairs houses an administrative area with a kitchenette, washroom, storage and a mezzanine overlooking the athlete preparation area.

Biathlon Yukon has been sharing its facility with a number of other not-for-profit organizations and it is their intent to continue these shared arrangements into the new building. Some of the organizations that Biathlon Yukon has partnered with are the Whitehorse Archery Club, Yukon Aboriginal Sports Circle (YASC), Contagious Mountain Bike Club, Whitehorse Cadet Camp and Yukon Regiment, elementary and high school groups, Yukon Orienteering Association, and Yukon Ski Patrol.

The new building will also provide an opportunity for improved services and allow Biathlon Yukon to offer a new avenue of revenue generation through board room rental, sponsored events and improved facilities for training and clinics for groups, and non-profit organizations.

Grey Mountain Road is classified as a priority 3 road in the City's Snow and Ice Control Policy and can be challenging during the winter months as priority 3 roads are only completed once all other priority 1 and 2 roads have been cleared. Generally, priority 3 roads are left in a packed snow condition until resources are available for complete removal. Administration has consulted with City's Fleet and Transportation Maintenance Department and Biathlon Yukon and no significant concerns were identified operationally.

Lease Considerations

The lease agreement between the City and Biathlon Yukon has been prepared to allow for the continued use of the land and premises for the operation of the biathlon training and recreation facility.

The proposed lease term is for 10 years commencing retroactively on July 1, 2023 to ending on June 30, 2033. The lease has been drafted to include a renewal clause that would allow the City to renew this lease for a further ten-year term.

The Biathlon Yukon lease is considered a "Group A Societies, Non-Market Lease" under the, Lease, Encroachment and Property Use Policy.

Approximately 400 annual hours of volunteer hours are devoted to upkeep and maintenance of the facilities, winter programming and trail grooming. Another 450 annual hours are dedicated to planning, delivering training plans to the athletes, coaching and coaching certification. This does not include time committed to outside competition events or Arctic Winter Games, which ranges from 4-7 days of travel, depending on the level of competition.

Following the review of Biathlon Yukon's community benefit statement and the amount of volunteer hours, Biathlon Yukon is eligible for the nominal/reduced fee of \$10 annual rental amount for the term of the lease as described in the Lease, Encroachment and Property Use Policy. In accordance with standard lease arrangements with non-profit societies, Biathlon Yukon will be expected to bear all other costs associated with the operation and maintenance of the leased area as well as the new building. If the use of the lease area as a biathlon training and recreation facility is discontinued for a period of 12 months, the lease agreement will terminate.

Property taxes for the Biathlon Yukon lease area in 2023 were \$4,007 and Biathlon Yukon received a grant for the full amount through the Grant Policy. YG Property Assessment and Taxation estimates that property taxes for the Biathlon Yukon lease area will increase to

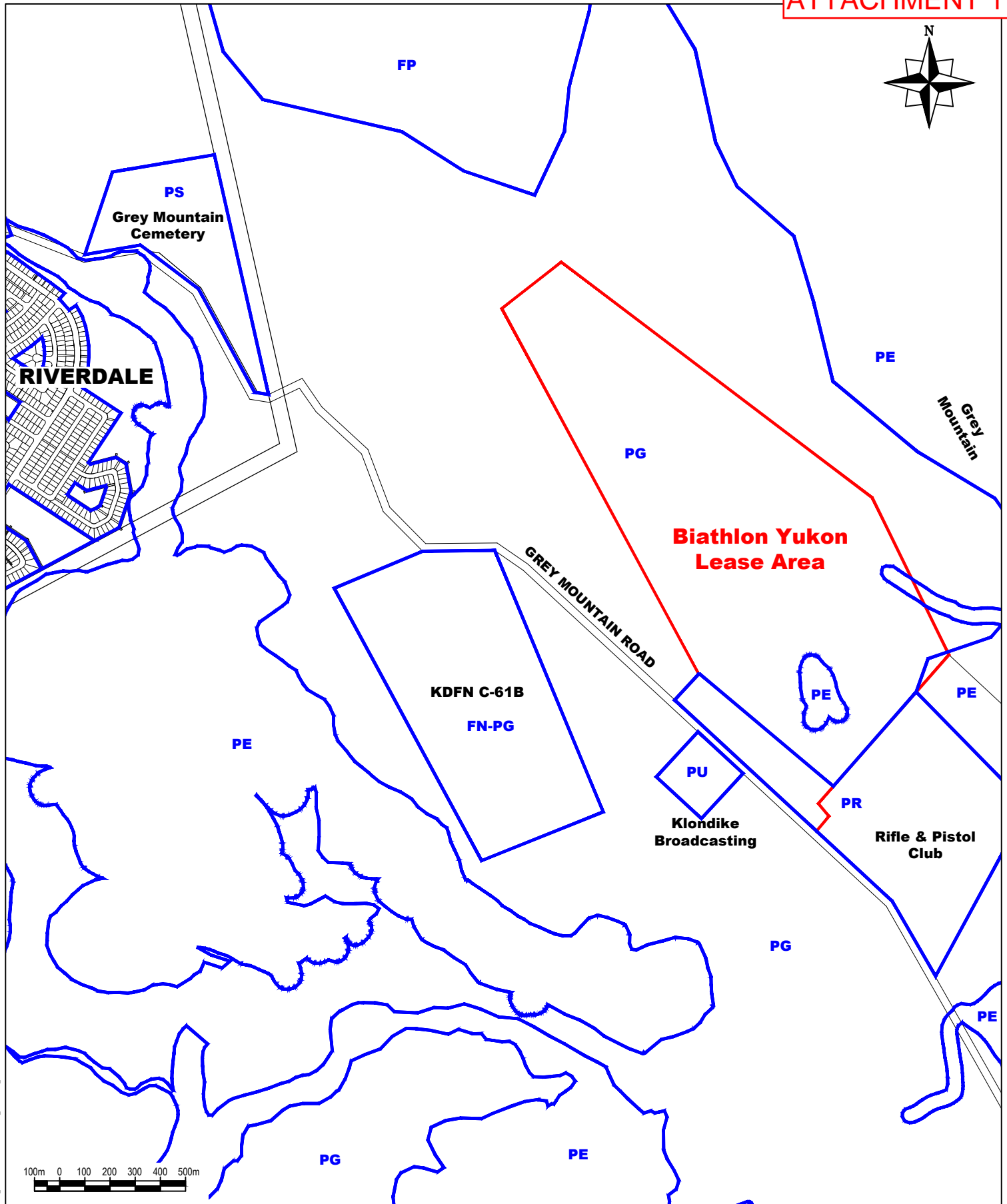
approximately \$15,000 upon completion of the new building. With the increased asset values, Biathlon Yukon would likely only be eligible for a portion of this amount under the Grant Policy. Any additional funding granted to Biathlon Yukon will reduce the amount available for other organizations, unless the budget for this program is increased. Biathlon Yukon has provided Administration with a draft budget that incorporates an anticipated increased amount for property taxes and indicated that they will have the resources to pay any property taxes in the future.

The City has several important historical mountain bike public trails within the north and westerly portion of the property and the uses have coincided for the last 37 years. It is the intent of the lease to continue this co-existence and provision for the City to maintain these public trails and maintaining public access has been included within the lease agreement.

As is now the case with all new City leases, this lease agreement requires that Biathlon Yukon obtain a minimum \$5,000,000 liability insurance policy pursuant the City's Lease, Encroachment and Property Use Policy.

ADMINISTRATIVE RECOMMENDATION

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.



SCALE: 1:10,000	DRAWN: MLB
DATE: APRIL 9, 2024	CHECKED: MLB
DRAWING: Bylaw 2024-	
REVISION: 3	

CITY OF WHITEHORSE

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



R:\DEVELOPMENT SERVICES\PLANNING\INTERNAL\PLAN\CAD\PLANNING\AA\PROCESS_FILES\LEASES\BIATHLON YUKON\BY-LOCATION SKETCH.DWG

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;

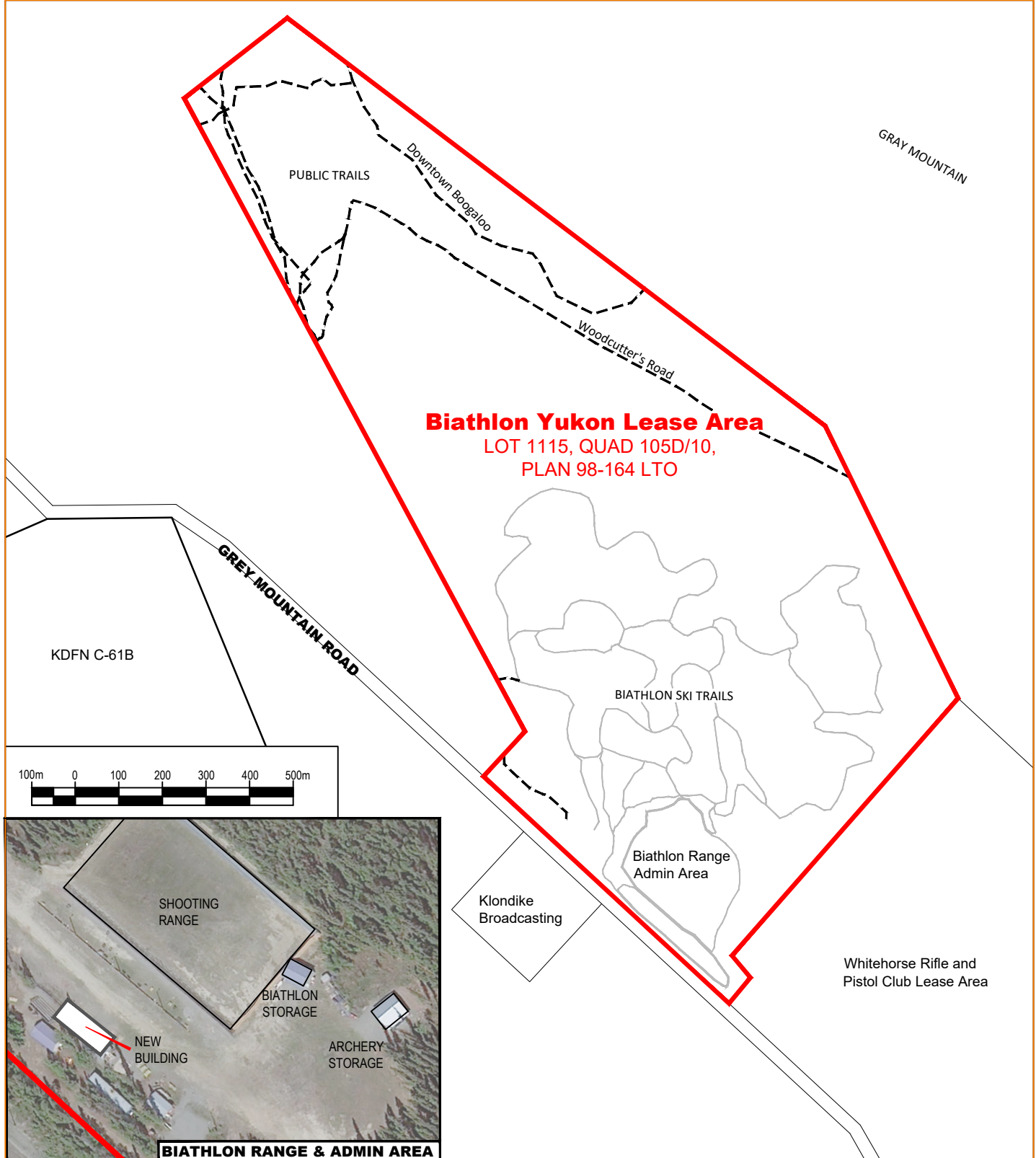
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

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:
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 wilful 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:

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

If to the Tenant:

Biathlon Yukon

Box 31673, Whitehorse, Yukon Y1A 6L3

Email: biathlonyukon@gmail.com

Phone (867) 668-5017

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.

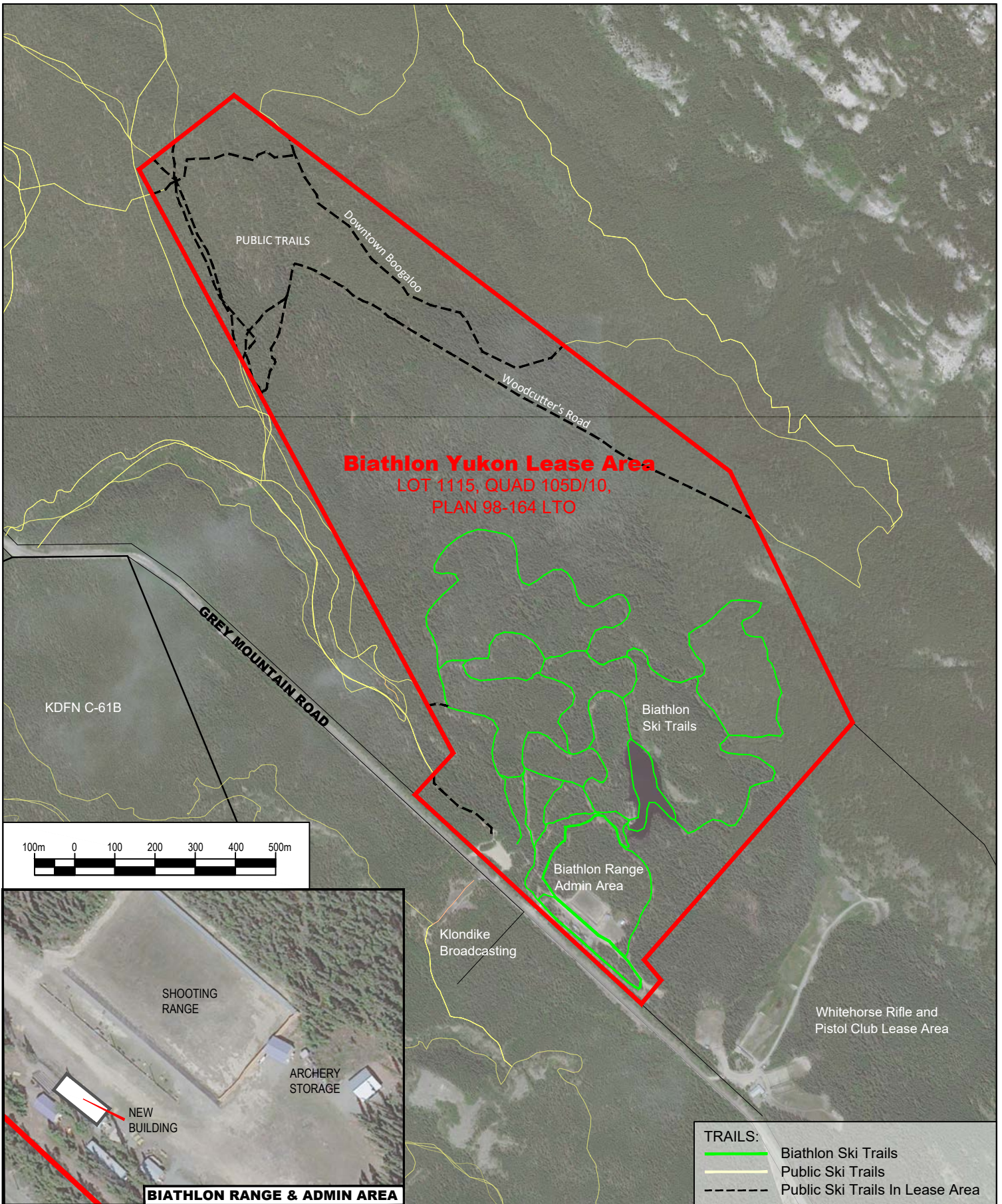
Severally Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
of _____, 2024.)

A Notary Public in and for
the Yukon Territory

Bill Curtis, President

Print Name of Notary Public

Mike Draper, Vice President



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



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CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Mellisa Murray

May 6, 2024

Meeting #2024-09

-
1. Housing Development Incentive Policy Amendment – Tipping Fees
Presented by Kinden Kosick, Land Development Supervisor, Planning Services
 2. New Business

ADMINISTRATIVE REPORT

TO: Development Services Committee
FROM: Administration
DATE: May 6, 2024
RE: Housing Development Incentive Policy Amendment – Tipping Fees

ISSUE

Proposed amendments to the Housing Development Incentives Policy and City Grant-Making Policy to implement an incentive grant to off-set tipping fees for demolition of buildings within city limits.

REFERENCE

- [Fees and Charges Bylaw](#)
- [Housing Development Incentives Policy](#)
- [City Grant-Making Policy](#)
- Proposed Housing Development Incentives Policy (Attachment 1)
- Proposed City Grant-Making Policy (Attachment 2)

HISTORY

In March 2024, Administration presented Council with an updated Housing Development Incentives Policy, as well as changes to the City Grant-Making Policy. Through Council review of the new policy, it was determined that the sections on providing grants related to tipping fees need additional work. This policy was revised to reflect this direction and the amended policy was adopted on March 11, 2024.

At Council's direction, Administration has reviewed the proposed grant value that the City could contribute to tipping fees, as well as the allocation of Housing Accelerator Funding. Administration is now bringing forward an amendment to the Housing Development Incentives and City Grant-Making Policies to incorporate a new Tipping Fee Incentive for Council consideration.

ALTERNATIVES

1. Bring forward amendments to the Housing Development Incentives Policy and City Grant-Making Policy; or
2. Refer the policy amendments back to Administration.

ANALYSIS

Tipping Fee Incentive

In an effort to prepare land for development, a short-term grant is proposed to off-set demolition and tipping fee costs. This grant would be initially funded by the Canadian Mortgage and Housing Corporation Housing Accelerator Fund which means the cost of the program would not be passed on to rate payers.

This proposed new incentive would not be paid until a building permit has been issued for residential units and would sunset January 1, 2027. The incentive is recommended to

provide a grant of 75% of the cost for tipping fees, subject to total recommended program funding cap of \$400,000 for Downtown and \$100,000 for the rest of the city, provided on a first come-first served basis. The total cost of the program, if fully exhausted through applications, would be \$500,000. However, in subsequent years, Council could consider increasing the program funding through the annual budget process. Additionally, upon expiry in three years, Council could continue the program through alternate funding sources.

Based on data collected, the City Fees and Charges Bylaw, and estimated building size, tipping fees and grant payments for likely candidate buildings are estimated as follows:

Floor Area (m2)	Low Estimate	High Estimate	75% Fee Grant (Based on High Estimate)
332	\$10,717	\$20,330	\$15,248
370	\$11,944	\$22,656	\$16,992
420	\$13,558	\$25,718	\$19,288
932	\$30,085	\$57,070	\$42,802
950	\$30,666	\$58,172	\$43,628
1034	\$33,378	\$63,315	\$47,486
Total	\$130,347	\$247,261	\$185,446

Note: Cost is based on estimates from Water and Waste Services, as well as the City Fees and Charges Bylaw for sorted loads (\$133.50/ton). Costs do not reflect potential for hazardous waste.

There is some uncertainty as to how many applications would be submitted to this program. However, there were 30 demolition permits issued in Downtown between 2019 and present, or an average of approximately six per year. An additional 39 demolition permits were issued for areas outside of Downtown, or an average of approximately eight per year. Requiring housing to be built on the site within three years would potentially limit the number of applications.

Development Incentive Policy Amendments

The incentive for tipping fees is proposed as a new section added to the policy, entitled “Temporary Tipping Fee Incentive”. This section would include eligibility criteria, application process, and implementation.

Eligibility

To be eligible for a tipping fee incentive, an applicant would need to provide the following:

- A valid demolition permit issued by the City;
- Acquire a development permit for new residential units for the same property within one (1) year of completion of demolition; and
- Acquire a build permit for new residential units prior to January 1, 2027.

To ensure a highest and best use of land, an increase in residential units over the previous use would be required. However, residential units could be situated in either a standalone residential building or part of a mixed-use building. Additionally, housing units would be eligible for other Development Incentives, if they qualify.

Applications would be accepted on a first come-first served basis in relation to available funding. To encourage expedient demolition of buildings, the program would be in effect until January 1, 2027, or until fully expended.

Implementation

Tipping Fee Incentives would be paid out once a building permit has been issued for the residential units required by the policy. The implementation process would be spelled out through a tipping fee incentive agreement between the City and the Developer. The agreement would include the permit requirements and milestone dates required to get the grant, as well as reporting requirements, such as a demolition plan, estimated tipping fee costs, and landfill receipts.

To ensure cost effectiveness of the program, all unsorted waste loads would be ineligible for grants, as would hazardous materials.

As this is a limited time grant process, all applications for a Tipping Fee Incentive would be approved by the Director of Development Services and authorized by Council through the Umbrella Grant Bylaw at year end.

City Grant-Making Policy

Currently, the City Grant-Making Policy caps cumulative grants per organization at \$60,000 per year. This will impact the ability of the City to grant back 75% of tipping fee costs to successful applicants under the Tipping Fee Incentive Program. Administration recommends amending the policy to specifically exclude tipping fee grants. This change is reflected in section eight of the proposed updated Grant-Making Policy.

ADMINISTRATIVE RECOMMENDATION

THAT Council adopt the amendments to the Housing Development Incentives Policy and to the City Grant-Making Policy.



Housing Development Incentives Policy

Policy Number:	
Approved by:	Council Resolution _____ dated _____
Effective date:	
Department:	Planning and Sustainability Services/Legislative Services

PURPOSE

This policy provides eligibility criteria, financial benefits, and approval process for development incentives awarded by the City.

POLICY STATEMENT

Creating attainable housing for citizens is a priority for the City, which will be achieved in part through adding increased housing stock to the market via incentivizing particular development projects that provide Rental Housing or other Supportive Housing initiatives. The City will provide financial incentives for projects that provide Rental or Supportive Housing and assistance to Non-government and Non-profit Organizations.

For greater certainty, in the case of a mixed-use development, the City will only provide financial incentives for residential components of the building.

BACKGROUND

There is currently a need for attainable housing of all types in the city. These needs can be addressed through a variety of housing-supply options including mixed-use, apartments, secondary suites, and other types of housing developments. Some aspects of the housing continuum are being adequately supplied by the market, while others are not. The City does not provide housing directly, but it has a role in land development, permitting and taxation whereby it may encourage development that is not being provided under existing market conditions.

DEFINITIONS

“City” means the municipality of the City of Whitehorse.

“Council” means the municipal Council for the City of Whitehorse.

“Development Cost Charge (DCC)” means the charge levied by the City against a new development to acquire sufficient funds to assist with the expansion of municipal services or facilities and other growth related infrastructure. DCCs are enacted through the Residential Development Cost Charges Bylaw and the value is set out in the Fees and Charges Bylaw.

“Development Fees” means the fees associated with a project including, but not limited to, the costs of development and building permit applications, inspections, water and sewer connection, and the development incentive application. For the purposes of this

policy, development fees do not include DCCs or construction and demolition tipping fees.

“Development Incentives” means the financial benefits provided to a developer, made by the City for developments meeting the eligibility criteria set out in this policy. Development Incentives may be either a grant payment, or a reduction of fees, or both.

“Eligible Suite” means either a living suite or garden suite, as defined by the Zoning Bylaw that is connected to municipal services and located within the Urban Containment Boundary.

“Non-Profit Agency or Non-Government Organization” means an organization that has been registered with Government of Yukon Community Services under the Societies Act and has remained in good standing for a period of two years or longer.

“Rental Housing” means any configuration of multiple housing units that is retained by a single owner, with units that are available to rent on a monthly or longer basis. Rental units must be retained as one legal entity and cannot be subdivided through a condominium process, even if all units are retained by one owner. Individual buildings may be separated through bare land condominium subdivision.

“Short-Term Rental” means the offering of a dwelling unit for a rental period of less than thirty (30) days, or as otherwise defined by the City of Whitehorse Zoning Bylaw.

“Supportive Housing” means the use of a building for residential dwelling units that is owned and operated by a Non-Profit Agency or Non-Government Organization and intended to accommodate tenants who require assistance. Assistance for residents must be provided through a permanent on-site staffing component. Typical uses would include assisted housing for seniors or assisted housing for people with disabilities.

“Unit Grant Incentive (UGI)” means a yearly monetary grant intended to incentivize development. The grant will be calculated on a basis of \$2,000 per unit.

“Urban Containment Boundary” means a mapped boundary, shown in the Official Community Plan, which outlines the serviced urban areas of the city (i.e., areas of urban density, growth, and service delivery including sewer, water and storm infrastructure).

DEVELOPMENT INCENTIVES

Suite Development Incentive

The Manager of Land and Building Services, or designate, may approve a Suite Development Incentive for any person or organization that develops an Eligible Suite, permitted by the City.

Approval of a Suite Development Incentive will result in the DCCs for the approved suite being reduced pursuant to the Fees and Charges Bylaw.

Rental and Supportive Housing Development Incentive

Council may approve a Rental and Supportive Housing Development Incentive for any person or organization that builds a development, or retrofits an existing building, with one or both of the following:

- a minimum of four Rental Housing units that will remain as Rental Housing for a minimum term of ten years; or
- a minimum of four Supportive Housing units. Council may consider projects proposed as partnerships between Non-Profit Agency or Non-Government Organizations and for-profit organizations.

Approval of a Rental and Supportive Housing Development Incentive will result in the DCCs for the approved units being reduced pursuant to the Fees and Charges Bylaw, and in a ten-year Unit Grant Incentive (UGI). The total value of the benefit awarded between the fee reduction and grant will not exceed \$500,000.

Non-Profit or Non-Governmental Organization Development Incentives

Council may approve a Non-Profit or Non-Governmental Organization Incentive for any residential housing project undertaken by a Non-Profit or Non-Governmental Organizations.

Approval of a Non-Profit and Non-Governmental Organization Development Incentive will result in the DCCs for the approved units being reduced pursuant to the Fees and Charges Bylaw, and a grant equal to the cost of Development Fees.

Cash Grant Incentive

Council may consider a cash grant for an amount that it deems necessary to support major projects (10 or more units) by Non-Profit or Non-Governmental Organizations. These projects must include either purpose built, subsidized Rental Housing or Supportive Housing as a significant component of the project (over 60% of dwelling units). Eligibility for a cash grant will consider factors such, other external funding sources, project costs, and current market conditions.

TEMPORARY TIPPING FEE INCENTIVE

To ensure timely demolition of vacant/abandoned buildings, applications for the tipping fee incentive will be only be accepted until January 1, 2027.

The Director of Development Services may approve a tipping fee incentive for any person or organization that demolishes an existing building within city limits, subject to the following criteria:

- A valid demolition permit is issued by the City;
- A development permit for new residential units, in excess of what existed prior to demolition, for the same property is issued by the City within one (1) year of completion of demolition; and
- A building permit is issued for new residential units prior to January 1, 2027.

Approval of a tipping fee incentive will result in a grant equal to 75% of the value of the tipping fees associated with the building demolition and will be paid out once all residential units have received occupancy approval.

Grants will be awarded on a first come-first served basis. Once funding is exhausted, no new grants will be available until the following year. The budget for the program will

allocate 80% to applications for Downtown locations and 20% to applications for locations outside of Downtown.

Residential units may be developed as part of a mixed-use building.

Eligibility requirements, payment schedule for grants, and other requirements related to an approved tipping fee incentive will be set out in a Development Incentive Agreement between the applicant and the City.

The applicant must submit all documentation from the City's waste management facility related to tipping fee payments. Tipping fee payment for unsorted loads or hazardous materials related to demolition will not be eligible for grant.

Award of a tipping fee incentive does not preclude a development from receiving other incentives as per the terms of this policy.

IMPLEMENTATION

Based on the eligibility criteria listed in this policy, an applicant may apply for a Development Incentive as follows:

1. All grant payments, considered under this policy will be subject to an annual budget cap as determined by Council through the budget process. Any funding available following consideration of approved incentives requiring annual UGI payments will be awarded on a first come-first served basis. Once funding is exhausted, no new grants will be available until the following year.
2. Federal and territorial governments and their agencies will not be eligible for the Development Incentives under this policy.
3. Receipt of a Development Incentive outlined in this policy does not disqualify an applicant from receiving a different grant, subsidy, or loan provided by the City or another entity. An individual or organization may receive more than one Development Incentive, per the terms of this policy.
4. All grants awarded under this policy are subject to the terms of City Grant-Making Policy.
5. All applications must be accompanied by a valid development permit application and projects must adhere to the Official Community Plan, as well as any other relevant City policies or bylaws.
6. Where multiple secondary suites are permitted, a suite development incentive may be approved for each permitted suite.
7. For multi-phased developments that are eligible for an incentive, applications may be made for each phase as the development progresses. Each building, or group of buildings, on a parcel that will be issued a building permit may be considered as an individual phase, even if numerous buildings are included on a single development permit. Project phasing must be considered and approved as part of the development permit.

8. A single phase of an eligible project may apply for a combination of Rental and Supportive Housing Development, Non-Governmental and Non-Profit Organization, and cash grant incentives, as per the terms of the policy.
9. Applications for Development Incentives will not be accepted for projects that have already been issued a building permit. This includes permits that have been cancelled or lapsed and reapplied for in an effort to receive an incentive.
10. Approved UGIs related to Rental and Supportive Housing Development Incentives will be set out in a Development Incentive Agreement between the applicant and the City that will specify the terms of payment. Annual grants will be processed after property owners have paid their taxes for the year in full. If property taxes are in arrears, the Development Incentive Agreement will be void and the applicant will no longer be eligible for the UGI.
11. The annual value of each UGI will be calculated by applying the grant rate of \$2,000 per unit to the number of units that have received occupancy for the project, for the duration of the Development Incentive Agreement. Payment of UGIs will begin once an eligible development has received occupancy permits for all units.
12. Development Incentive Agreements may be revoked and cancelled if occupancy has not been granted within three years of issuance of building permits for Rental and Supportive Housing Development.
13. If a Rental or Supportive Housing unit ceases to be used for that purpose prior to completion of the term set out in the Development Incentive Agreement, the Agreement will become void and the owner will be required to repay the Development Incentives and/or UGI received for that unit to date.
14. Any Rental Housing that has received funding through an approved Development Incentive shall not be used for Short-Term Rental. If an eligible unit is used for Short-Term Rental prior to completion of the term set out in the Development Incentive Agreement, the Agreement will become void and the owner will be required to repay the Development Incentives, including fee reductions, grants, and/or UGIs received to date.
15. Any Eligible Suite that has received a Development Incentive shall not be used for Short-Term Rentals. If an Eligible Suite is used for Short-Term Rental the owner will be required to repay the Development Incentives including fee reductions and grants received to date.
16. If a development permit is not issued within four months of an approved application under this policy, the application may be considered void and a new application would be required. If a building permit is not issued within four months of development permit approval, the incentive application may be considered void and a new application would be required. The voided application would lose its standing and would be placed at the end of the waitlist, as per section 19.

17. If applications exceed funding, a waitlist will be established based on the time and date of application receipt. Applications that are issued a building permit will be removed from the waitlist.
18. If a development or building permit is substantially amended, revoked, or cancelled, the Development Incentive Agreement will be considered invalid and the applicant must reapply for an incentive under the terms of this policy.
19. Once an incentive application has been approved, the City may consider minor amendments to an approved incentive based on changes to a development or building permit, but changes in incentive categories or application for additional incentives for the same project will not be considered.
20. The City reserves the right to amend this policy from time to time, through the standard Council approval process. In the event of an amendment, active applications will be permitted to continue under the terms in which the application was submitted. Any applications received after the Council process has started will be subject to the updated policy.

REPEAL OF EXISTING POLICY

The Development Incentives Policy adopted by Council resolution 2020-03-11, including all amendments thereto, is hereby repealed.

Supporting References

Municipal Act RSY 2002, c.154

Fees and Charges Bylaw

City Grant-Making Policy

OCP

Zoning Bylaw

History of Amendments

<u>Date of Council Decision</u>	<u>Reference (Resolution #)</u>	<u>Description</u>

■



City Grant-Making Policy

Policy Number:

Approved by: Council Resolution _____ dated _____

Effective date:

Department: Financial Services

PURPOSE

This policy provides a universal framework for all grants funded by taxes.

BACKGROUND

This policy provides a universal framework for all City of Whitehorse grants funded by taxes (versus grants funded by outside sources or user fees). City of Whitehorse grants are designed to benefit the residents of the City of Whitehorse. New grant requests in current Impact Areas can be analyzed using the universal criteria laid out in this policy correlated with the detail contained in the individual Program Area policies

Organizations based in the City of Whitehorse can apply for funding from within six different Impact Areas under the City Grant-making Policy:

1. Arts and culture
2. Community benefit
3. Economic development
4. Environment
5. Heritage
6. Sports, recreation, and leisure

DEFINITIONS

Impact Areas are the broad areas of grant-making that council has prioritized for funding

Program Areas are the granting policies and programs that the City currently uses; each program area will fit under an Impact Area

Caps are thresholds defined by policy to govern the amount of funding to Impact and/or Program Areas

GRANT-MAKING STRATEGIC FRAMEWORK

1. The Grant-making Strategic Framework (Table 1) may be reviewed by council from time to time to inform the budget and strategic planning processes.
2. Requests for grants for new Impact Areas should be referred to administration for analysis and then direction by council.

UNIVERSAL GRANT-MAKING CRITERIA AND CONDITIONS

3. In the event of a conflict between the statements in this policy and those that may be contained in individual Program Areas and their associated policies, the provisions of the City Grant-making Policy shall be paramount.
4. The applicant's project or program may not be represented as a municipal project or program, and the applicant does not have the authority to hold itself out as an agency of the municipality in any way, the only relationship being that the municipality has approved and granted financial and/or in-kind assistance to the applicant.
5. Grant eligibility is contained and detailed per the individual Program Areas and their associated policies. Each Program Area has documented screening and monitoring components that must be fully complied with by the applicants.
6. The City of Whitehorse supports:
 - (1) groups and organizations based in the City of Whitehorse
 - (2) groups, organizations, activities, and projects when the support benefits the residents of the City of Whitehorse; and
 - (3) activities and projects that are within the City's mandate
7. Impact Area Cap – more than one grant request per organization per Impact Area per year may be considered. However, in no event will cumulative grants per organization per year over all Impact and Program Areas, aside from approved applications under the Housing Development Incentives Policy, exceed \$60,000.
8. Any single grant request under any Impact or Program Area may not exceed \$60,000. **Tipping Fee Incentives approved as per the Housing Development Incentive Policy are excluded from the \$60,000 cap.**
9. Program Area Cap – only one grant request per organization per Program Area, aside from approved applications under the Housing Development Incentives Policy, per year will be considered.
10. Granting of assistance in any one year or over several years is not to be interpreted as a commitment to future funding.
11. Public funds are allocated through council-approved grant programs to meet community needs. By providing grant funding the City does not assume responsibility to perform the function of the recipients in the event of failure. However, it is the City's responsibility to show a duty of care when allocating taxpayer dollars. Accordingly, each grant program shall be designed and operated with grant recipients having specific accountability reporting requirements (both financial and non-financial).
12. Notwithstanding the provisions that are contained and detailed per the individual Program Areas and their associated Program Area policies, grant recipients shall:
 - (1) Keep proper books of accounts of all receipts and expenditures relating to the project or program and provide a yearly report of how the funds were spent,

- program delivery, and outcomes; and
- (2) Upon request from the municipality, make available for inspection by the municipality or its auditors all records and books or accounts. An audited statement may be required.
12. The recipient's use of funds will be consistent with municipal priorities and values as determined in the City's sole discretion (sustainability, community benefit, etc.).
 13. In the event that grant funds provided by the municipality are not used for the project or programs described in the application, or if there are misrepresentations in the application, the full amount of any such financial assistance may be payable forthwith to the municipality.
 14. If the project or program proposed in a recipient's application is not commenced or not completed and municipal funds remain on hand, or the project or program is completed without requiring full use of the municipal funds provided, or if Council directs that the funds be returned, such funds will be returned to the municipality.

VISIBILITY CRITERIA AND CONDITIONS

15. The recipient shall ensure, in a manner acceptable to the City of Whitehorse in its sole discretion, that the City receives full credit for the City's interest in, contribution to, and/or assistance with the recipient's project or program, including but not limited to:
 - (1) All activities
 - (2) Projects
 - (3) Communications
 - (4) Announcements
 - (5) Publicity
 - (6) Signs
 - (7) Any other appropriate means of communication or commemoration over which the applicant has influence or control
16. A reference list of City of Whitehorse visibility requirements is attached as Schedule 1.

REPEAL OF EXISTING POLICY

The City Grant-Making Policy adopted by Council resolution 2014-27-06, including all amendments thereto, is hereby repealed.

History of Amendments

<u>Date of Council Decision</u>	<u>Reference (Resolution #)</u>	<u>Description</u>

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Jocelyn Curteanu

Vice-Chair: Michelle Friesen

May 6, 2024

Meeting #2024-09

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Kirk Cameron

Vice-Chair: Ted Laking

May 6, 2024

Meeting #2024-09

1. Spring Recreation Grants
Presented by Keri Rutherford, Program Supervisor, Recreation Services
2. Trail Development Application – Grey Mountain
Presented by Mélodie Simard, Manager, Parks and Community Development
3. New Business

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 6, 2024
RE: Spring Recreation Grants

ISSUE

Approval of the grant recommendations for Spring Recreation Grant allocations.

REFERENCE

- [Recreation Grant Policy](#)
- 2024 Spring Recreation Grants (Attachment 1)

HISTORY

Council policy governs the allocation of recreation grants. The Recreation Grant Task Force met on April 17, 2024 to discuss and compile recommendations for funding in accordance with the Recreation Grant Policy.

A total of \$250,000 is available for two granting sessions in 2024. The funding available for this session for all Recreation Grant categories is \$195,000 plus any refunds received.

The total amount received by the City for our Recreation Grant Program in 2024 through the Community Lottery Fund was \$197,176. The City continues to acknowledge Lotteries support through City advertising.

ALTERNATIVES

1. Approve the allocation of the grants as recommended by the Task Force; or
2. Refer the matter back to Administration.

ANALYSIS

The Recreation Grant Task Force received and reviewed 40 applications totalling \$208,012 in requests. Applications were submitted under the Recreation Grant Policy and the four funding categories: Ongoing Projects and Initiatives, New Projects and Initiatives, Training and Leadership Development, and Operational Support. The evaluation of the applications was conducted using the evaluation matrix and eligibility criteria.

Council has the authority to deny any of the recommendations brought forward by the Task Force. The result of denied recommendations is that some projects might not proceed.

Per the Community Lotteries guidelines, any requests that are O&M related are ineligible for funding. This means that any of the eligible and recommended O&M requests received would be funded using the City's contribution of \$52,824.

The applications received, together with the recommendations of the Task Force and any applicable conditions, are listed in the attached summary sheet identified as Attachment 1.

\$186,812 is recommended for allocation by the Recreation Grant Task Force and is within the amount of funding available.

Where funding recommendations do not reflect the full amount of funding requests, it is because certain elements of an application may be fundable under another program or only a portion of the application was eligible for consideration.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the allocation of \$186,812 for Recreation Grants as recommended by the Recreation Grant Task Force.

Attachment 1 Spring 2024 Recreation Grants
2024 Spring Recreation Grants

#	Applicant	Priority/Type	Project	Last Funded Year	Last Funded Amount	Amount Requested	Amount Recommended
1	Big Brothers Big Sisters Yukon	New Projects and Initiatives	Play Ball Initiative	Fall 2019	\$ 2,000.00	\$ 7,500.00	\$ 6,000.00
2	Friends of Mount Sima Society	New Projects and Initiatives	Disc golf course development	Spring 2023	\$ 5,040.00	\$ 7,000.00	\$ 7,000.00
3	The Guild Society	Ongoing Projects and Initiatives	Support for the Guild Society's Program Costs	N/A	N/A	\$ 7,000.00	\$ 7,000.00
4	Gwaandak Theatre Society	Ongoing Projects and Initiatives	Indigenous Summer Play Readings	Spring 2023	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
5	Jazz Yukon	Ongoing Projects and Initiatives	Jazz in the Hall	Spring 2023	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00
6	Midnight Sun Fencing Club	Ongoing Projects and Initiatives	Fencing Club Equipment	Spring 2021	\$ 5,500.00	\$ 7,000.00	\$ 7,000.00
7	Muaythai Yukon	New Projects and Initiatives	Summer Seminar Teaching Program	N/A	N/A	\$ 6,000.00	\$ 6,000.00
8	Music Yukon	Ongoing Projects and Initiatives	Arts in the Park 2024	Spring 2023	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
9	Nakai Theatre Emsemble	Ongoing Projects and Initiatives	Nakai Summer Puppets	Spring 2023	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
10	Queer Yukon	Ongoing Projects and Initiatives	Whitehorse Pride Festival	N/A	N/A	\$ 7,000.00	\$ 7,000.00
11	Rise and Shine Skateboarding Alliance	New Projects and Initiatives	Summer Skate Nights	NEW	NEW	\$ 4,335.00	\$ 4,335.00

12	Special Olympics Yukon	Ongoing Projects and Initiatives	Golf Program	Spring 2023	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
13	Sport Yukon	Training and Leadership Development	Race Announcer Training	Spring 2023	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
14	The Heart of Riverdale	Ongoing Projects and Initiatives	Summer Arts Camps	Spring 2023	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
15	The Victoria Faulkner Women's Centre	Ongoing Projects and Initiatives	Mom and Kids Summer Recreation Program	Spring 2023	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
16	Whitehorse Bike Kitchen Taskforce	Ongoing Projects and Initiatives	Whitehorse Bike Polo	Spring 2023	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
17	Whitehorse Cross Country Ski Club	Ongoing Projects and Initiatives	Fencing	Spring 2023	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
18	Whitehorse Disc Golf Association	New Projects and Initiatives	Mount McIntyre Disc Golf Course Upgrades	NEW	New	\$ 5,287.26	\$ 5,287.26
19	Whitehorse Glacier Bears	Ongoing Projects and Initiatives	Athlete Training	Fall 2023	\$ 7,000.00	\$ 9,000.00	\$ 7,000.00
20	Yukon Arts Centre Corporation	Ongoing Projects and Initiatives	Youth Arts Education and Transportation Program	Spring 2023	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
21	Yukon Art Society	Ongoing Projects and Initiatives	Arts Underground Arts and Craft Programming	Fall 2023	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
22	Yukon Breeze Sailing Society	Training and Leadership Development	Advanced Training	Spring 2023	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00
23	Yukon E-Sports Alliance	New Projects and Initiatives	Support for Events	Spring 2023	\$ 9,000.00	\$ 7,000.00	\$ 6,000.00
24	Yukon Rollar Derby	New Projects and Initiatives	Roller REC	NEW	NEW	\$ 2,000.00	\$ 2,000.00

25	Yukon Rugby Federation (YRG)	New Projects and Initiatives	Yukon Rugby Equipment	NEW	NEW	\$ 5,440.11	\$ 5,440.11
26	Yukon Summer Music Camp Society	Ongoing Projects and Initiatives	Yukon Summer Music Camp 2024	Spring 2022	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
					Total Amount Requested:	\$ 148,412.37	
					Total Amount Available-Spring:	\$ 150,000.00	\$ 143,912.37

**Attachment 1 - Operational Support Summary
2024 Spring Recreation Grants**

#	Applicant	Priority/Type	Project	Last funded Year	Last funded Amount	Amount Requested	Amount Recommended
1	Alpine Ski Association Yukon	O&M	Investing in Whitehorse women in alpine Skiing	Spring 2023	\$ 7,000.00	\$ 5,000.00	\$ 4,000.00
2	Biathlon Yukon	O&M	Operational Support	Spring 2023	\$ 4,000.00	\$ 4,200.00	\$ 4,000.00
3	Boreal Adventure Running Association BARA	O&M	Yukon River Trail Marathon	Spring 2023	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
4	Freedom Trails	O&M	Operational Support	Spring 2023	\$ 4,000.00	\$ 5,000.00	\$ 3,500.00
5	Friends of Mount Sima	O&M	Maintenance	Spring 2023	\$ 4,000.00	\$ 5,000.00	\$ 3,500.00
6	Guild Society	O&M	Operational Support	Spring 2023	\$ 4,000.00	\$ 5,000.00	\$ 3,500.00
7	Mountain View Golf Club	O&M	Electrical Support	Spring 2023	\$3,000	\$ 2,500.00	\$ 2,000.00
8	Special Olympics Yukon	O&M	Electrical Support	Spring 2023	\$ 900.00	\$ 900.00	\$ 900.00
9	The Heart of Riverdale	O&M	Operational Support	Spring 2023	\$ 4,000.00	\$ 5,000.00	\$ 3,000.00
10	Whitehorse Curling Club	O&M	Power to Curl 4	Fall 2023	\$ 980.00	\$ 5,000.00	\$ 3,500.00
11	Whitehorse Glacier Bears	O&M	Book keeping services/Storage rental	Fall 2023	\$ 3,500.00	\$ 5,000.00	\$ 3,500.00
12	Yukon E-Sports Alliance	O&M	Support for Events	N/A	N/A	\$ 5,000.00	\$ 3,000.00
13	Yukon Church Heritage Society	O&M	Operational support for Museum	Spring 2023	\$ 4,000.00	\$ 5,000.00	\$ 4,000.00
14	Yukon Summer Music Camp	O&M	Summer Music Camp 2024	Spring 2023	\$ 4,000.00	\$ 5,000.00	\$ 2,500.00
							\$ -
					Total Amount Requested:	\$ 59,600.00	
					Total Amount Availablefor Spring	\$ 45,000.00	\$ 42,900.00

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 6, 2024
RE: Trail Development Application – Grey Mountain

ISSUE

Approval of a Trail Development Application in the Chadburn Lake Regional Park.

REFERENCE

- [Whitehorse 2040 Official Community Plan](#)
- [2013 East Yukon River Neighbourhood Trail Plan](#)
- [2017 Chadburn Lake Park Management Plan](#)
- [2020 City of Whitehorse Trail Plan](#)
- [Trail Development Policy 2018-02](#)
- [Trail Maintenance Policy 2021-02](#)
- Proposed Trail Alignment Map (Attachment 1)

HISTORY

The Contagious Mountain Bike Club (CMBC) has applied to build a type 3 single-track trail on Lower Grey Mountain within the Chadburn Lake Regional Park. The proposed trail would be called Snowdog. The purpose of this project is to connect an existing single-track trail, RIPURT, with the Magnusson parking lot, which would provide a safe alternative and enhance the user experience in comparison to the current use of Grey Mountain Road for trail access and/or adjacent old road. The proposed trail would be hand built, approximately 800 metres long and would not exceed 1.5 metres in width.

A map of the proposed trail alignment is provided in Appendix A. The proposed trail does not cross any water bodies, private parcels or First Nations settlement lands. The proposed trail alignment intersects one Yukon Energy Corporation transmission line right-of-way near the Magnusson parking lot. CMBC is authorized to perform maintenance activities on City trails through a Memorandum of Understanding with the City. CMBC actively grooms and maintains a large portion of the Lower Grey Mountain trail network to support recreational activities such as bicycling, skiing, snowshoeing and walking.

In accordance with the City's Trail Development Policy, Council is responsible for authorizing new trail construction and adopting trails into the City Trail Maintenance Policy. For construction of trails between 500 and 1000 metres in length, the City is required to issue a notice for comment to the Kwanlin Dün First Nation (KDFN), the Ta'an Kwäch'än Council (TKC), stakeholders and relevant community groups, and receive comments for a period of three weeks.

ALTERNATIVES

1. Authorize Administration to enter into the Trail Construction Agreement with the Contagious Mountain Bike Club and update the City Trail Maintenance Policy to include this trail; or
2. Refer the matter back to Administration for further analysis.

ANALYSIS

The location of the proposed recreation trail falls within the Intensive Recreation Management Area identified in the Chadburn Lake Regional Park Management Plan. The objective of this designation is to provide spaces where a higher concentration, diversity, and intensity of recreational uses can occur, while minimizing environmental impact. The proposed trail is located within a greenspace not known to be environmentally sensitive and will complement the high-density recreational uses within this management area. As per the Chadburn Lake Regional Park Management Plan, trails may be considered in this area as long as:

- there is clear evidence that multi-use trails are adversely affecting the enjoyment and/or safety of other trail users and cannot be managed with education and/or other measures;
- cumulative impact of new trails and/or other infrastructure should not substantially alter the wilderness experience;
- ongoing trail maintenance and restoration is permitted; and
- more concentrated, intensive and non-nature focused recreational uses are permitted so long as a natural landscape is largely maintained.

Administration believes that the proposed trail meets the necessary criteria outlined in the Chadburn Lake Regional Park Management Plan for new trail development in the Intensive Recreation Management Area. Further, the proposal is generally supported by the policy direction provided in the Whitehorse 2040 Official Community Plan's includes "development that enhances opportunities to enjoy Whitehorse's natural areas, Schwatka Lake, and Chu Niikwän/the Yukon River, including trails or other infrastructure, will be encouraged" (5.10), and "the City will continue to maintain and enhance a diverse trail network that accommodates a range of users" (5.11).

The East Yukon River Neighbourhood Trail Plan Map (2013) shows all existing and planned trails in the Riverdale and Chadburn Lake Park area as of 2013. While the proposed trail is not shown on the Neighbourhood Trail Plan Map, the Trail Development Policy aims to promote, where appropriate, new trail authorizations to locate on/around the existing City trail network. The City of Whitehorse Trail Plan (2020) encourages the development of trail connections to existing Grey Mountain trails within the Chadburn Lake Regional Park.

The City of Whitehorse Trail Plan (2020) provides guidance to continue to strengthen partnerships with trail stewards and provide support through recognition of volunteer efforts. Per the trail application, CMBC would be responsible for grooming the trail in winter, as well as to clear down trees or excessive vegetation growth in the trail corridor through a trail use agreement with the City. The proposed trail would improve efficiency for the club's volunteer efforts to maintain trail surfaces in the winter by creating a loop for their trail groomer.

The City's trail crew may provide additional labour to perform routine inspections of the trail, fell and clear hazard trees, and potentially contribute to vegetation clearing on a five to ten year cycle if necessary. The anticipated amount of work required to clear excessive vegetation from the trail corridor on an 800-metre trail is less than one full shift for the trail crew to complete.

ENGAGEMENT

A notice for comment was sent to KDFN, TKC, relevant stakeholders, community groups and other organizations to provide feedback regarding the application for a period of three weeks following the application submission.

The Kwanlin Dün First Nation and the Ta'an Kwäch'än Council were contacted by email, as well as stakeholders and relevant community groups. Staff from both KDFN and TKC confirmed that they do not have concerns with the proposal.

Two letters of support were received by Administration. These letters cited an increase of safety for vehicles and trail users by creating physical separation of single-track trails from Grey Mountain Road. One letter of support also suggested that consideration be given to an additional development of a single-track trail from the base of Grey Mountain Road to Upper Riverdale Trail for safety purposes, and expressed the potential for eco-tourism benefits of improving the trail network.

One respondent wrote in opposition of the project, suggesting that an old road parallel to Grey Mountain Road be used instead of developing a new single-track trail. This alternative was discussed between administration and the club. CMBC has expressed issues with using the old road, describing that it is subject to wind effects and requires more frequent grooming than most trails they groom in the winter, and subsequently increases the amount of volunteer hours needed to perform winter maintenance. They described that the old road surface material is sandy, slow, and less desirable than a single-track trail, which would enhance the recreational experience.

Yukon Energy was contacted, and informed Administration that the presence and use of the proposed trail would not be an issue, as long as requirements for unqualified workers and/or equipment operating near overhead powerlines are met.

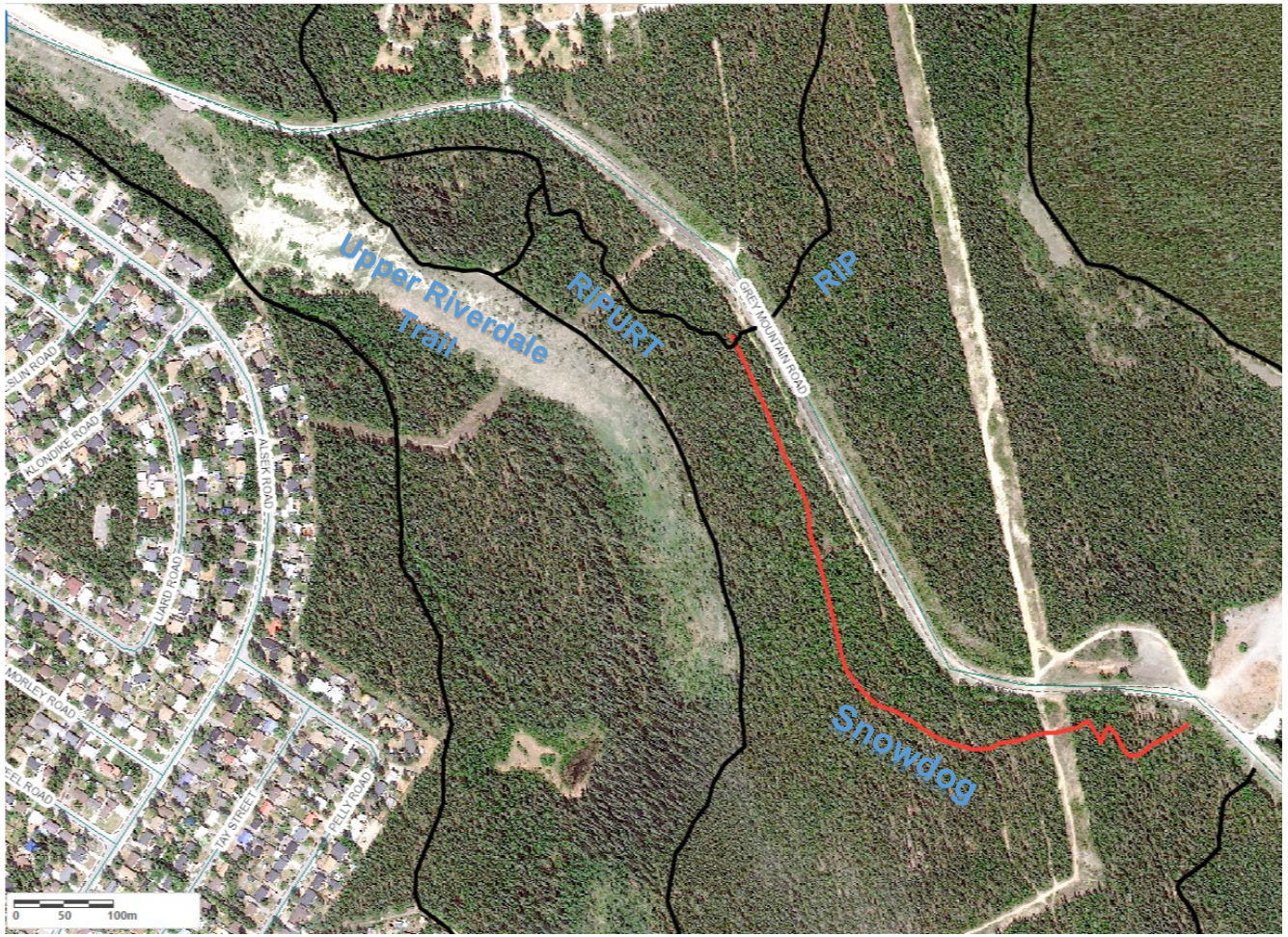
No other organizations raised issues with the project proposal.

ADMINISTRATIVE RECOMMENDATION

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.

1 **Attachment 1**

2 **Proposed Trail Alignment Map**



3

CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE
Council Chambers, City Hall



Chair: Mellisa Murray

Vice-Chair: Kirk Cameron

May 6, 2024

Meeting #2024-09

-
1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Ted Laking

Vice-Chair: Jocelyn Curteanu

May 6, 2024

Meeting #2024-09

1. New Business