

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2024-16**

**DATE:** Monday, August 26, 2024  
**TIME:** 5:30 p.m.

**Mayor** Laura Cabott  
**Deputy Mayor** Kirk Cameron  
**Reserve Deputy Mayor** Mellisa Murray

## **AGENDA**

**CALL TO ORDER** 5:30 p.m.

**AGENDA** Adoption

**PROCLAMATIONS** Prostate Cancer Awareness Month (September)

**MINUTES** Regular Council meeting dated August 12, 2024  
Special Council meeting dated August 15, 2024

**DELEGATIONS** Michael Hale, CEO, Northern Vision Development – Zoning Amendment – Hyatt Place Hotel

## **PUBLIC HEARING**

### **STANDING COMMITTEE REPORTS**

#### **City Planning Committee – *Councillors Friesen and Boyd***

1. Lease Agreement – Valleyview Community Association
2. Lease Agreement – Guild Hall Society
3. Subdivision Approval – Whistle Bend Phase 9
4. Public Input Report – Conditional Use Application – 45 McCandless Crescent
5. Zoning Amendment – Hyatt Place Hotel

#### **Development Services Committee – *Councillors Boyd and Murray***

1. Rental/Supportive Housing Incentive Application – 1302 Centennial Street

#### **City Operations Committee – *Councillors Curteanu and Friesen***

1. Waste Management Bylaw Amendment

#### **Community Services Committee – *Councillors Cameron and Laking***

#### **Public Health and Safety Committee – *Councillors Murray and Cameron***

#### **Corporate Services Committee – *Councillors Laking and Curteanu***

1. Fees and Charges Amendment – Recycling
2. Fees and Charges Amendment – Street Occupancy Permits
3. Strategic Priorities Update – For Information Only

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2024-16**

**DATE:** Monday, August 26, 2024  
**TIME:** 5:30 p.m.

**AGENDA (cont'd)**

**NEW AND UNFINISHED BUSINESS**

**BYLAWS**

2024-46	Zoning Amendment – Hyatt Place Hotel	1 <sup>st</sup> Reading
2024-37	Fees & Charges Amendment – Recycling	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2024-38	Fees & Charges Amendment – Street Occupancy Permits	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2024-39	Waste Management Bylaw Amendment	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2024-42	Lease Agreement – Valleyview Community Association	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2024-43	Lease Agreement – Guild Hall Society	1 <sup>st</sup> and 2 <sup>nd</sup> Reading
2024-41	Land Disposition – Lot 520 Copper Ridge	3 <sup>rd</sup> Reading

**ADJOURNMENT**



## **PROCLAMATION**

### **PROSTATE CANCER AWARENESS MONTH**

**September 2024**

**WHEREAS** prostate cancer is the most common cancer to affect Canadian citizens assigned male at birth; and

**WHEREAS** the survival rate for prostate cancer is greatly improved when detected early through regular screenings; and

**WHEREAS** the City of Whitehorse wishes to join communities across the country in raising awareness and encourage everyone to be proactive with their health;

**NOW, THEREFORE I**, Mayor Laura Cabott, do hereby proclaim the month of September 2024 to be Prostate Cancer Awareness Month in the City of Whitehorse.

Laura Cabott  
Mayor

MINUTES of REGULAR Meeting #2024-14 of the Council of the City of Whitehorse called for 5:30pm on Monday, August 12, 2024, in Council Chambers, City Hall.

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

ABSENT: Councillor Jocelyn Curteanu

ALSO PRESENT: City Manager Jeff O'Farrell  
A/Director of Community Services Travis Whiting  
Director of Corporate Services Valerie Braga  
Director of Development Services Mike Gau  
Director of People and Culture \*Lindsay Schneider  
Director of Operations and Infrastructure Tracy Allen

\*Indicates electronic participation

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

## CALL TO ORDER

## AGENDA

### 2024-14-01

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

Carried Unanimously

## MINUTES

### 2024-14-02

It was duly moved and seconded  
THAT the Minutes of the Regular Council meeting dated  
July 8, 2024 be adopted as presented.

Carried Unanimously

## DELEGATE SUBMISSIONS

Delegate Daria Bloodworth spoke in support of the proposed Civility Policy as it is a good balance of protecting innocent people and allowing the municipal government to focus on things within their jurisdiction.

Daria Bloodworth – Civility  
Policy

Delegate Antoine Goulet spoke in favour of the Civility Policy but stated that clothing advocating for causes outside of City jurisdiction should not be prohibited as it does not limit Council's ability to perform their duties. The delegate also noted the lack of an appeal process as concerning.

Antoine Goulet – Civility  
Policy



Delegate Robin Reid Fraser spoke in support of the Civility Policy's aim of ensuring a respectful environment but is concerned about its provisions on attire, as they are too broad and could lead to arbitrary enforcement and unequal application. The delegate urged reconsideration of the policy's language to better balance its goals with these concerns.

Robin Reid-Fraser – Civility Policy

Delegate Molly Swain spoke against the proposed Civility Policy, arguing that it is overly broad and potentially in violation of human rights, particularly regarding its implications for marginalized communities.

Molly Swain – Civility Policy

Delegate Anya Close supported the concerns raised by previous speakers about the proposed dress code policy, urging the council to listen to the voices of marginalized communities. The delegate emphasized the need for the Civility Policy to be amended to avoid potential discrimination and ensure it does not perpetuate existing racial biases.

Anya Close – Civility Policy

## **PUBLIC INPUT SESSION**

Mayor Cabott advised that a Public Input Session was scheduled at this meeting to hear any submissions with respect to the Wasson Place Extension Master Plan.

Wasson Place Extension  
Master Plan

There were no members of the public present to speak, and the Public Input Session for the Wasson Place Extension Master Plan was closed.

Public Input Closed

Mayor Cabott advised that a Public Input Session was scheduled at this meeting to hear any submissions with respect to the Conditional Use Application for 45 McCandless Crescent.

Conditional Use Application –  
45 McCandless Crescent

There were no members of the public present to speak, and the Public Input Session for the Conditional Use Application for 45 McCandless Crescent was closed.

Public Input Closed

## **PUBLIC HEARING**

Mayor Cabott advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to a Zoning Amendment for TKC C-9B Phase 2.

Zoning Amendment – TKC C-  
9B Phase 2

Mayor Cabott called three times for submissions with respect to a Zoning Amendment for TKC C-9B Phase 2.

Zoning Amendment – TKC C-  
9B Phase 2

There were no members of the public present to speak, and no written submissions were submitted.

Hearing no submissions come forward, Mayor Cabott declared the Public Hearing for a Zoning Amendment for TKC C-9B Phase 2 closed.

Public Hearing Closed

## **COMMITTEE REPORTS**

### **City Planning Committee**

A report on a Conditional Use application to allow supportive housing at 45 McCandless Crescent in McIntyre Subdivision was presented. The applicant has proposed a four-plex for an emergency caregiver program that provides temporary accommodations for child-protection related matters. Per the Zoning Bylaw, a Public Input Session has been scheduled at the Regular Council meeting on August 12, 2024.

Conditional Use Application –  
45 McCandless Crescent –  
For Information Only

#### **2024-14-03**

It was duly moved and seconded  
THAT Council direct that Bylaw 2024-41, a bylaw to authorize the disposition of Lot 520, be brought forward for consideration under the bylaw process; and  
THAT Council direct Administration to include in the sale agreement a condition that the developer must enter into a development agreement for the anticipated development by December 13, 2027, or else the lot will be transferred back to the City.

Disposition Lot 520 Copper  
Ridge

Carried (4-2)

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

OPPOSED: Councillors Boyd and Cameron

#### **2024-14-04**

It was duly moved and seconded  
THAT Council direct that Bylaw 2024-33, a bylaw to amend the Zoning Bylaw to enable interim granular resource extraction as a multi-year temporary use to prepare a site for subsequent development, be brought forward for second and third reading under the bylaw process.

Public Hearing Report –  
Zoning Amendment – Interim  
Granular Resource Extraction

Carried Unanimously

**2024-14-05**

It was duly moved and seconded  
THAT Council direct that Bylaw 2024-34, a bylaw to amend the zoning of 13, 23, and 33 McClimon Crescent, from FN-FP – First Nation Future Planning to FN-RS – First Nation Residential Single Detached, to allow for the development of townhouses, be brought forward at second and third reading under the bylaw process.

Public Hearing Report –  
Zoning Amendment – 13, 23,  
and 33 McClimon Crescent

Carried Unanimously

**2024-14-06**

It was duly moved and seconded  
THAT Council direct Administration to schedule a Public Input Session at the Regular Council Meeting of September 9, 2024, on the proposed Ice Lake Road South Master Plan.

Ice Lake Road South Master  
Plan

Carried Unanimously

**2024-14-07**

It was duly moved and seconded  
THAT Council adopt the updated Housing Development Incentives policy.

Housing Development  
Incentive Policy Amendment  
– Missing Middle  
Development Incentive

Carried Unanimously

**Development Services Committee**

Delegate John Vogt of Vogt Homes spoke to Council about delays in the City's building permit process that have caused significant impacts to the industry. The delegate specified communication issues areas as the root cause of the delays, which were also impacted by new process requirements. The delegate requested the City review the circumstances that led to the backlog, consider improving communication, and be better prepared for future building code changes.

Delegate John Vogt, Vogt  
Homes – Building Permit  
Backlog

**City Operations Committee**

There was no report from the City Operations Committee.

No Report

**Community Services Committee**

There was no report from the Community Services Committee.

No Report

**Public Health and Safety Committee**

A Committee member noted that a review of the evacuation plan and after-evacuation report regarding the Jasper Wildfire may help advance local wildfire preparedness efforts.

New Business – Jasper  
Evacuation Action Plan

**Corporate Services Committee**

**2024-14-08**

It was duly moved and seconded  
THAT a section be added to the proposed Civility Policy after  
the section addressing Repeating Violations as follows:

“Appeal of Presiding Officer’s Decision

While a Participant may object to a decision of the  
Presiding Officer, only a Member of Council may appeal  
a decision made by the Presiding Officer at that  
Meeting. A Member of Council wishing to appeal the  
Presiding Officer’s decision must raise the objection  
promptly at the Meeting when the original decision was  
made and the Presiding Officer shall cause the appeal  
to be voted upon by the other Members present before  
proceeding with further business.”

Civility Policy

THAT the second paragraph of Participants Attire section of  
the proposed Civility Policy be amended to read as follows:

“...Attire, including buttons, nonreligious headwear,  
pins, or other items, is not appropriate if, in the opinion  
of the Presiding Officer, it has language, statements, or  
imagery that is detrimental, discriminatory, offensive,  
profane, racial, sexist, violent, or vulgar...”

THAT Council approve the proposed Civility Policy.

Carried (4-2)

IN FAVOUR: Mayor Cabott and Councillors Boyd, Cameron  
and Friesen

OPPOSED: Councillors Laking and Murray

**2024-14-09**

It was duly moved and seconded  
THAT Bylaw 2024-45 a Bylaw to authorize the memorandum  
of settlement which amends the collective agreement between  
the City of Whitehorse and International Association of Fire  
Fighters Local 2217 be brought forward for consideration  
under the Bylaw process.

International Association of  
Fire Fighters Collective  
Agreement Approval

Carried Unanimously

**2024-14-10**

It was duly moved and seconded  
THAT Council amend the 2024 to 2026 Operating Budget to  
increase the Building Inspection expenditures budget in the  
amount of \$123,540 for the 2024 year and \$155,682 for the  
2025 and 2026 provisional years funded by Housing  
Accelerator Fund and General Reserve.

Budget Amendment –  
Additional Support for  
Building Inspections

Carried Unanimously

**BYLAWS**

**2024-14-11**

It was duly moved and seconded  
THAT Bylaw 2024-41, a bylaw to authorize the disposition of  
Lot 520, be given First Reading.

Carried (5-1)

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

OPPOSED: Councillor Boyd

**BYLAW 2024-41**

Land Disposition – Lot 520  
Copper Ridge  
FIRST READING

**2024-14-12**

It was duly moved and seconded  
THAT Bylaw 2024-41 be given Second Reading.

Carried (4-2)

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

OPPOSED: Councillors Boyd and Cameron

**BYLAW 2024-41**

Land Disposition – Lot 520  
Copper Ridge  
SECOND READING

**2024-14-13**

It was duly moved and seconded  
THAT Bylaw 2024-45, a bylaw to authorize the memorandum  
of settlement which amends the collective agreement between  
the City of Whitehorse and International Association of Fire  
Fighters Local 2217, be given First Reading.

Carried Unanimously

**BYLAW 2024-45**

Collective Agreement  
Approval (IAFF)  
FIRST READING

**2024-14-14**

It was duly moved and seconded  
THAT Bylaw 2024-45 be given Second Reading.

Carried Unanimously

**BYLAW 2024-45**

Collective Agreement  
Approval (IAFF)  
SECOND READING

**2024-14-15**

It was duly moved and seconded  
THAT Bylaw 2024-33, a bylaw to amend the Zoning Bylaw to  
enable interim granular resource extraction as a multi-year  
temporary use to prepare a site for subsequent development,  
be given Second Reading.

Carried Unanimously

**BYLAW 2024-33**

Zoning Amendment –  
Interim Granular Resource  
Extraction  
SECOND READING

**2024-14-16**

It was duly moved and seconded  
THAT Bylaw 2024-33 be given Third Reading.

Carried Unanimously

**BYLAW 2024-33**

Zoning Amendment –  
Interim Granular Resource  
Extraction  
THIRD READING

**2024-14-17**

It was duly moved and seconded  
THAT Bylaw 2024-34, a bylaw to amend the zoning of 13, 23,  
and 33 McClimon Crescent, from FN-FP – First Nation Future  
Planning to FN-RS – First Nation Residential Single Detached,  
to allow for the development of townhouses, be given Second  
Reading.

Carried Unanimously

**BYLAW 2024-34**  
Zoning Amendment – 13,  
23, and 33 McClimon  
Crescent  
SECOND READING

**2024-14-18**

It was duly moved and seconded  
THAT Bylaw 2024-34 be given Third Reading.

Carried Unanimously

**BYLAW 2024-34**  
Zoning Amendment – 13,  
23, and 33 McClimon  
Crescent  
THIRD READING

**2024-14-19**

It was duly moved and seconded  
THAT Bylaw 2024-22, administrative amendments to the  
Official Community Plan, be given Third Reading.

Carried (5-1)

IN FAVOUR: Mayor Cabott and Councillors Boyd, Cameron,  
Friesen, and Murray  
OPPOSED: Councillor Laking

**BYLAW 2024-22**  
Official Community Plan  
Administrative  
Amendments  
THIRD READING

**2024-14-20**

It was duly moved and seconded  
THAT Bylaw 2024-40, a bylaw to amend the 2024-2027  
Capital Expenditure Program by increasing the 2024 Capital  
Budget and reducing the 2025 Provisional Budget in the  
amount of \$3,000,000 for project 650c00421, Selkirk Water  
Treatment, funded by the Canada Community Building Fund,  
be given Third Reading.

Carried Unanimously

**BYLAW 2024-40**  
Budget Amendment –  
Selkirk Water Treatment  
THIRD READING

There being no further business, the meeting adjourned at 8:48pm.

**ADJOURNMENT**

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Laura Cabott, Mayor

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Corporate Services

MINUTES of SPECIAL Meeting #2024-15 of the Council of the City of Whitehorse called for 12:00pm on Thursday, August 15, 2024, in Council Chambers, City Hall.

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

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

Mayor Cabott called the meeting to order at 12:00pm

**CALL TO ORDER**

**AGENDA**

**2024-15-01**

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

Carried Unanimously

**BYLAWS**

**2024-15-02**

It was duly moved and seconded  
THAT Bylaw 2024-45, a bylaw to authorize the memorandum  
of settlement which amends the collective agreement between  
the City of Whitehorse and International Association of Fire  
Fighters Local 2217, be given Third Reading.

Carried Unanimously

**BYLAW 2024-45**  
Collective Agreement  
Approval (IAFF)  
THIRD READING

There being no further business, the meeting adjourned at 12:25p.m. **ADJOURNMENT**

\_\_\_\_\_  
Laura Cabott, Mayor

\_\_\_\_\_  
Corporate Services

Adopted by Resolution at Meeting #2024-16



## Minutes of the meeting of the City Planning Committee

Date	August 20, 2024	2024-16
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Jacob Newkirk, Subdivision and Lands Coordinator, Land and Building Kinden Kosick, Land Development Supervisor, Land and Building Peter Duke, Manager, Planning Services	

\* Indicates electronic participation

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

### **1. Lease Agreement – Valleyview Community Association**

A proposal to enter a lease agreement with Valleyview Community Association to continue the operation of the community garden and greenhouse was presented. The lease term would commence on August 1, 2021 and end July 31, 2031, with an option to renew the lease in ten years.

### **The Recommendation of the City Planning Committee is**

THAT Council direct that Bylaw 2024-42, a bylaw to enter into a lease agreement with Valleyview Community Association for a lease area comprised of the ROAD right-of-way as shown on Plan 94-64 LTO adjacent to Lots 22 and 23, Plan 94-75 LTO, Valleyview Subdivision, Whitehorse, Yukon, be brought forward for due consideration under the bylaw process.



**2. Lease Agreement – Guild Hall Society**

A proposal to enter a lease agreement with the Guild Hall Society for the land on which the Society's buildings have been located on since 1991. The term is proposed to be a ten-year term, commencing March 1, 2024 and ending February 28, 2034.

**The Recommendation of the City Planning Committee is**

THAT Council direct that Bylaw 2024-43, a bylaw to enter into a lease agreement with The Guild Hall Society for a lease area comprised of Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO, be brought forward for due consideration under the bylaw process.

**3. Subdivision Approval – Whistle Bend Phase 9**

A subdivision approval for 8.3 ha of vacant Commissioner's land to be designated as the Whistle Bend Phase 9 was presented. The subdivision was originally approved on July 25, 2022, but the one-year conditional approval has expired. Several Committee members raised concerns with reutilizing the same conditions within the development agreement and discussed the potential of reopening the development agreement for renegotiation.

**The Recommendation of the City Planning Committee is**

THAT Council approve the subdivision of approximately 8.3 ha of land for the creation of new residential lots, lanes, and roads for the areas known as Whistle Bend Phase nine, as shown on the proposed subdivision sketches, subject to the condition that the Government of Yukon enter into a Development Agreement with the City of Whitehorse for the construction of underground utilities, roads and lanes to service the proposed subdivision area and other areas of Whistle Bend Subdivision, as well as other specified on- and off-site works.

**4. Public Input Report – Conditional Use Application – 45 McCandless Crescent**

The Committee was presented with a summary of submissions received for the Public Input Session that was held on August 12, 2024 for a Conditional Use Application for 45 McCandless Crescent. No written submissions were received, and no members of the public attended to speak.

**The Recommendation of the City Planning Committee is**

THAT Council approve the Conditional Use application to allow supportive housing at 45 McCandless Crescent in McIntyre Subdivision.

**5. Zoning Amendment – Hyatt Place Hotel**

An application to amend the zoning of 505, 507, 509, and 511 Main Street was presented to allow for a reduction of the number of required off-street parking spaces. Committee members requested information on parking requirements in comparison to

other jurisdictions and within the context of the Zoning Bylaw rewrite, and on the financial details of the area pre- and post-development and the fee charged in lieu of providing all required parking spaces. Administration also clarified timelines and how parking reserve funds are utilized.

**The Recommendation of the City Planning Committee is**

THAT Council direct that Bylaw 2024-46, a bylaw to amend the zoning at 505, 507, 509, and 511 Main Street to reduce the number of required off-street parking spaces, be brought forward for consideration under the bylaw process.



**Minutes of the meeting of the  
Development Services Committee**

Date	August 20, 2024	2024-16
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Kinden Kosick, Land Development Supervisor, Land and Building	

\* Indicates electronic participation

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

**1. Rental/Supportive Housing Incentive Application – 1302 Centennial Street**

Administration presented an application for a housing development incentive for the construction of a 10-unit rental housing development located at 1302 Centennial Street. The proposed development meets the criteria for the rental and supportive incentive as set out in the Housing Development Incentives Policy and will support meeting Council's Strategic Priorities on housing.

**The Recommendation of the Development Services Committee is**

THAT Council approve a Rental Housing Development Incentive with respect to 1302 Centennial Street.

**2. Delegates Eddie Rideout, President, and Alida Munro, Managing Director, Yukon Convention Bureau – Introduction of President and Update on Annual Activities**

Delegates Eddie Rideout and Alida Munro, President and Managing Director respectively of the Yukon Convention Bureau (YCB), provided an update to Council on YCB's new elected president and efforts to attract events, conferences, and visitors to Whitehorse. The delegates responded to questions from Committee members about current and future conference centre and hotel capacities, financial contributions from the City, and on how Whitehorse competes with other cities.

**3. Delegate Marcus Harden, President, Gladiator Metals – Whitehorse Copper Belt Project Update**

Delegate Marcus Harden, President of Gladiator Metals, provided an update to Council on recent drilling activities within the municipal boundary, emphasizing that no land alterations were made, and all work has been inspected and approved by relevant authorities. The delegate also shared information on community engagement efforts undertaken by Gladiator Metals to address environmental concerns on noise, dust, and rehabilitation.

**4. Delegates Michael Hale, CEO, and Kris Schille, Director, Northern Vision Development – Hyatt Zoning Amendment**

Delegates Michael Hale, CEO, and Kris Schille, Director of Northern Vision Development, presented on the organization's history and provided information on their ongoing project, the Hyatt Place Hotel, requesting that Council consider the Zoning Amendment application submitted to minimize off-street parking requirements. The delegates emphasized that the hotel will be used mainly by travellers who are less reliant on car rentals. As requested by Committee members, the delegates provided clarity on the parking relationship with the neighbouring property and how the hotel will help with needed hotel capacity.



## Minutes of the meeting of the City Operations Committee

Date	August 20, 2024	2024-16
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Brittany Dixon, A/Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Ira Webb, Manager, Waste Services	

\* Indicates electronic participation

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

### 1. **Waste Management Bylaw Amendment**

In order to facilitate the temporary City curbside recycling program and temporary recycling depot approved by Council earlier in 2024, required amendments to the Waste Management Bylaw were identified and presented.

### **The Recommendation of the City Operations Committee is**

THAT Council direct that Bylaw 2024-39, a bylaw to amend the Waste Management Bylaw, be brought forward for consideration under the bylaw process.



**Minutes of the meeting of the  
Community Services Committee**

Date	August 20, 2024	2024-16
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

\* Indicates electronic participation

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Your Worship, there is no report from the Community Services Committee.



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

Date	August 20, 2024	2024-16
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Ted Laking	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

\* Indicates electronic participation

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Your Worship, there was no report from the Public Health and Safety Committee.



## Minutes of the meeting of the Corporate Services Committee

Date	August 20, 2024	2024-16
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Ira Webb, Manager, Waste Services Taylor Eshpeter, Manager, Engineering Services	

\* Indicates electronic participation

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

### **1. Fees and Charges Amendment – Recycling**

Administration presented proposed amendments to the Fees and Charges Bylaw to support the implementation of a temporary City curbside recycling program and temporary recycling depot. Several Committee members raised concerns over accessibility and cost of the services. It was clarified that recycling collection is to be considered a utility and should be operated on a cost-recovery basis and not draw on City reserves.

### **The Recommendation of the Corporate Services Committee is**

THAT Council direct that Bylaw 2024-37, a bylaw to amend the Fees and Charges Bylaw, be brought forward for consideration under the bylaw process.



**2. Fees and Charges Amendment – Street Occupancy Permits**

The Committee was presented with proposed amendments to the Fees and Charges Bylaw relating to Street Occupancy Permits. The amendments aim to better align fees, improve traffic control plans, minimize disruptions and improve accessibility, streamline processing, and improve compliance for the Street Occupancy Permitting process. Administration provided additional information on the rationale for the fee increase, efforts to encourage maintaining sidewalk access, and on the penalties within the Fees and Charges Bylaw and when they are reviewed and updated.

**The Recommendation of the Corporate Services Committee is**

THAT Council direct that Bylaw 2024-38, a bylaw to amend the Fees and Charges Bylaw, be brought forward for consideration under the bylaw process; and  
THAT the 2024 Operating Budget and the 2025 and 2026 Provisional Operating Budgets be increased upon adoption of Bylaw 2024-38 in the amount of \$5,400 for 2024, \$17,900 for 2025, and \$19,700 for 2026, offset by transfers to the General Reserve for the additional revenue.

**3. Strategic Priorities Update – For Information Only**

In April 2022, Council adopted a set Strategic Priorities to guide corporate progress over the term of Council. A progress report as of July 2024 was presented. Administration provided additional information on specific initiatives around the development and building permit processes and the land supply, and clarified what the future will look like for the Strategic Priorities with the next Council term.

**4. Delegate Sue Greetham, Fair Vote Yukon - Proportional Representation Voting System**

Delegate Sue Greetham of Fair Vote Yukon, presented to Council on the organization's mission to advocate for electoral reform in Canada to move to a system that is more accurate to the true preferences of the voters and will lead to more inclusive and collaborative governance. The delegate asked for Council's support, emphasizing the importance of greater public awareness and engagement in the electoral process.

There being no further business the meeting adjourned at 9:11 P.M.

\_\_\_\_\_  
Laura Cabott, Mayor

\_\_\_\_\_  
Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2024-46**

A bylaw to amend Zoning Bylaw 2012-20

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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 reduce the number of required off-street parking spaces at Lots 7-11, Block 45, Plan 3807 LTO YT, municipally known as 505, 507, 509, and 511 Main Street;

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 b) as follows:

“b) Lots 7-11, Block 45, Plan 3807 LTO YT, located at 505, 507, 509, and 511 Main Street in the Downtown area, is designated CCx(b) with the special modifications being:

Notwithstanding section 7.3.7 b) of this bylaw, the following provision applies:

- (1) The minimum requirement for all non-residential uses is 1 parking space for every 300 m<sup>2</sup> of gross floor area.”

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 505, 507, 509, and 511 Main Street from CC – Core Commercial to CCx(b) – 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:**

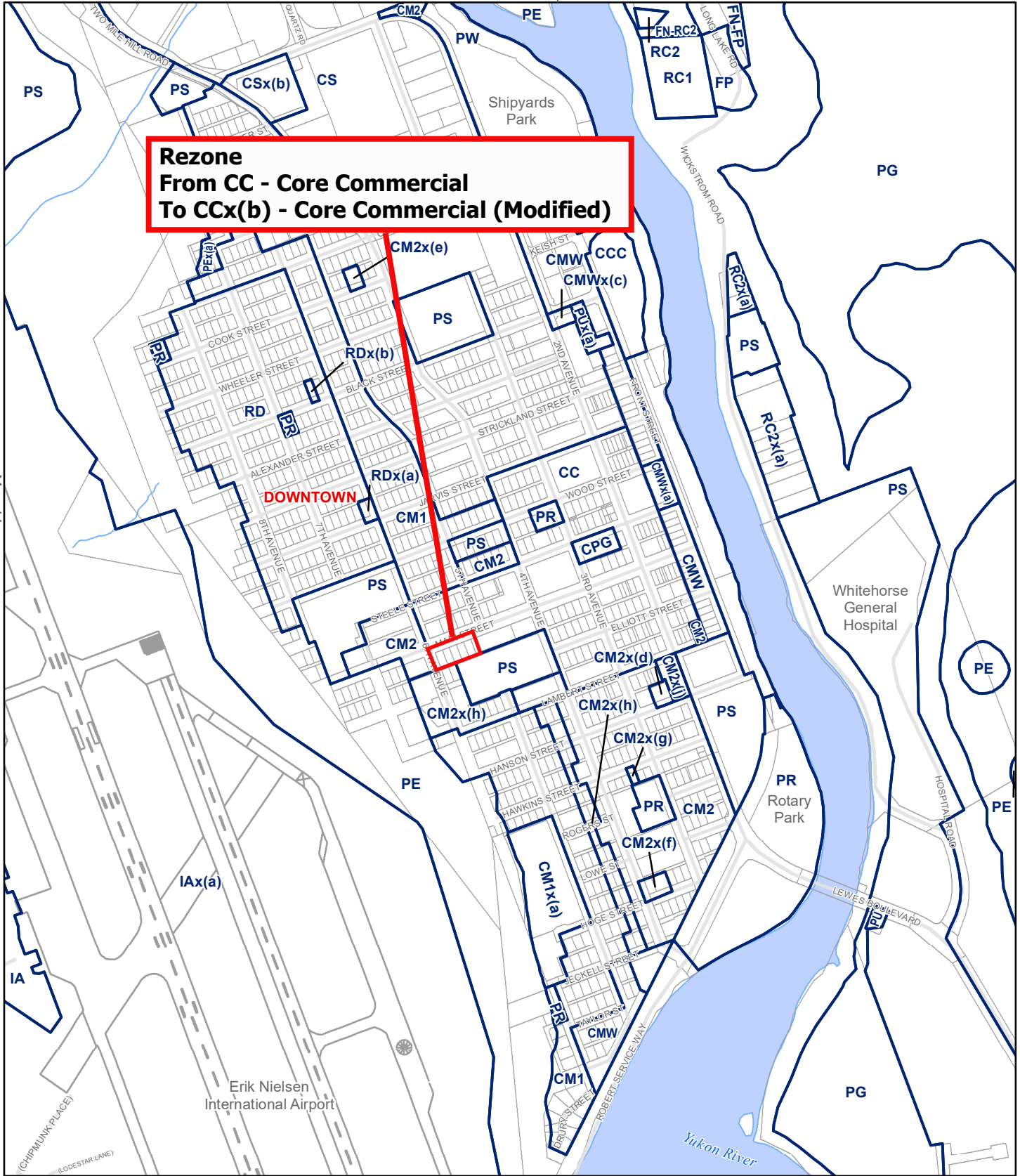
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Laura Cabott, Mayor

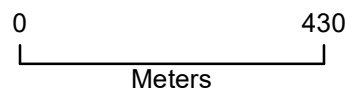
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Corporate Services

Map 11



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:  
April 22, 2024

Projection: NAD 1983 UTM Zone 8

**CITY OF WHITEHORSE**

**BYLAW 2024-37**

A bylaw to amend Fees and Charges Bylaw 2014-36

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WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a quarterly review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedule 12 and substituting therefore new Schedule 12, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect on and from final passage thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services

**City of Whitehorse  
Fees and Charges Manual**

**Bylaw 2024-37 Appendix A  
Schedule 12 (Waste Management)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-37	EFFECTIVE DATE	FEE IF GST APPLICABLE
Waste	<b>Curbside Collection</b>	<b>Eligible premises - garbage, organics and recycling biweekly collection</b>		<b>per dwelling unit/month</b>	<b>\$ 14.80</b>	<b>1-Jan-24</b>	<b>no gst</b>	<b>\$ 27.30</b>	<b>1-Dec-24</b>	<b>no gst</b>
Waste	Commercial Organics Collection	1 cart - weekly collection		per cart/month	\$ 38.00	1-Jan-24	no gst	\$ 38.00	1-Jan-24	no gst
Waste	Commercial Organics Collection	Additional cart - weekly collection		per cart/month	\$ 34.00	1-Jan-24	no gst	\$ 34.00	1-Jan-24	no gst
Waste	Commercial Organics Collection	Large volume - 2 yard bin - weekly collection		per bin/month	\$ 275.00	1-Jan-24	no gst	\$ 275.00	1-Jan-24	no gst
Waste	Commercial Organics Collection	Large volume - 3 yard bin - weekly collection		per bin/month	\$ 310.00	1-Jan-24	no gst	\$ 310.00	1-Jan-24	no gst
Waste	Commercial Organics Collection	Hold in Service - Bin Removal and Replacement		each	\$ 300.00	1-Jul-18	no gst	\$ 300.00	1-Jul-18	no gst
Waste	Commercial Organics Collection	Hold in Service - Cart Removal and Replacement		each	\$ 200.00	1-Jul-18	no gst	\$ 200.00	1-Jul-18	no gst
Waste	Commercial Organics Collection	Hold in Service - Freeze and Reactivate Billing		per site	\$ 50.00	1-Jul-18	no gst	\$ 50.00	1-Jul-18	no gst
Waste	Organic Waste	Organic waste - sorted large load - to be weighed	Food waste, food-soiled paper, leaf and yard waste, certified compostable containers	per tonne	\$ 70.00	1-Apr-24	no gst	\$ 70.00	1-Apr-24	no gst
Waste	Organic Waste	Organic waste - small load (max 2m x 2.5m x 0.6m)	Food waste, food-soiled paper, leaf and yard waste, certified compostable containers	per load	\$ 6.00	1-Apr-24	no gst	\$ 6.00	1-Apr-24	no gst
Waste	Organic Waste	Organic waste- up to 3 compostable bags not more than 20kg each	Food waste, food-soiled paper, leaf and yard waste	up to 3 bags	\$ 3.50	1-Apr-23	no gst	\$ 3.50	1-Apr-23	no gst
Waste	Organic Waste	Woodchips & Sawdust	Clean woodchips and sawdust from untreated wood - no gravel	no charge	\$ -	1-Jun-15	no gst	\$ -	1-Jun-15	no gst
Waste	<b>Recyclable Waste</b>	<b>Recyclable materials - per bag/container (max 90L) or equivalent volume</b>	<b>Packaging and paper products; no glass or polystyrene</b>	<b>per bag</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>\$ 1.00</b>	<b>10-Sep-24</b>	<b>no gst</b>
Waste	Weighed Load	Minimum weighed load fee		each	\$ 35.00	1-May-13	no gst	\$ 35.00	1-May-13	no gst
Waste	Controlled Waste	Animal carcasses-small	Cats, dogs, other household pets	each	\$ 8.00	1-Apr-23	no gst	\$ 8.00	1-Apr-23	no gst
Waste	Controlled Waste	Animal carcasses-large	Pigs, horses, bears, deer, moose, hides, road kills etc.	each	\$ 29.00	1-Apr-23	no gst	\$ 29.00	1-Apr-23	no gst
Waste	Controlled Waste	Appliances & white goods	Dishwashers, stoves, washing machines, dryers, and white goods with certification that refrigerant (Freon) removed	each	\$ 20.00	1-Apr-24	no gst	\$ 20.00	1-Apr-24	no gst
Waste	Controlled Waste	Appliances & white goods (containing refrigerant)	Refrigerators, freezers, air conditioners, and other appliances with refrigerant (Freon)	each	\$ 50.00	1-Apr-24	no gst	\$ 50.00	1-Apr-24	no gst
Waste	Controlled Waste	Asbestos Load Fee: In-addition to materials containing asbestos charge	Must notify Waste Management Facility in advance prior to disposal	per load	\$ 184.00	1-Apr-23	no gst	\$ 184.00	1-Apr-23	no gst
Waste	Controlled Waste	Materials containing asbestos	Must notify Waste Management Facility in advance prior to disposal	per tonne	\$ 240.00	1-Apr-24	no gst	\$ 240.00	1-Apr-24	no gst
Waste	Controlled Waste	Materials containing asbestos from outside City boundaries	Must notify Waste Management Facility in advance prior to disposal	per tonne	\$ 420.00	1-Apr-24	no gst	\$ 420.00	1-Apr-24	no gst
Waste	Controlled Waste	Bulky items	Couches, Recliners, wooden furniture, wooden fences, etc.	Per Item	\$ 13.00	1-Apr-24	no gst	\$ 13.00	1-Apr-24	no gst
Waste	Controlled Waste	Boxsprings, mattresses		Per Item	\$ 20.00	1-Apr-24	no gst	\$ 20.00	1-Apr-24	no gst
Waste	Controlled Waste	Clean wood & brushing - pickup load	Sorted, untreated, unpainted, unglued, uncontaminated brush or dimensional lumber, unpainted pallets	per load	\$ 27.00	1-Apr-23	no gst	\$ 27.00	1-Apr-23	no gst
Waste	Controlled Waste	Clean wood & brushing - sorted large load - to be weighed	Untreated, unpainted, unglued, uncontaminated brush or dimensional lumber, unpainted pallets	per tonne	\$ 70.00	1-Apr-24	no gst	\$ 70.00	1-Apr-24	no gst
Waste	Controlled Waste	Concrete - sorted large load - to be weighed	Concrete, bricks, masonry	per tonne	\$ 143.00	1-Apr-24	no gst	\$ 143.00	1-Apr-24	no gst
Waste	Controlled Waste	Construction & demolition waste - pickup load	Cupboards, countertops, carpet, fixtures, gypsum, siding, insulation, treated, painted, glued or stained wood and other construction materials	per load	\$ 31.00	1-Apr-24	no gst	\$ 31.00	1-Apr-24	no gst
Waste	Controlled Waste	Construction & demolition waste - sorted large load - to be weighed	Cupboards, countertops, carpet, fixtures, gypsum, siding, insulation, treated, painted, glued or stained wood and other construction materials	per tonne	\$ 143.00	1-Apr-24	no gst	\$ 143.00	1-Apr-24	no gst
Waste	Controlled Waste	Clean Fill	Soil with analytical test results showing acceptable contamination levels	no charge	\$ -	30-May-12	no gst	\$ -	30-May-12	no gst
Waste	Controlled Waste	Designated municipal historic resource		no charge	\$ -	28-Jun-99	no gst	\$ -	28-Jun-99	no gst



City of Whitehorse  
Fees and Charges Manual

Bylaw 2024-37 Appendix A  
Schedule 12 (Waste Management)

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-37	EFFECTIVE DATE	FEE IF GST APPLICABLE
Waste	Controlled Waste	Grubbing material	Grubbing material including roots, stumps, embedded logs and branches & bushes greater than 1.5 cm in diameter	per tonne	\$ 79.00	1-Apr-23	no gst	\$ 79.00	1-Apr-23	no gst
Waste	Controlled Waste	Scrap metal - medium load (max 2m x 2.5m x 1.2m)	Clean scrap metal per Schedule "D" of Waste Management Bylaw	per load	\$ 40.00	1-Apr-23	no gst	\$ 40.00	1-Apr-23	no gst
Waste	Controlled Waste	Scrap metal - sorted large load - to be weighed	Clean scrap metal per Schedule "D" of Waste Management Bylaw	per tonne	\$ 143.00	1-Apr-24	no gst	\$ 143.00	1-Apr-24	no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter less than 99.06 cm (39 in)	Tires on rims not accepted	no charge	\$ -	1-Apr-23	no gst	-	1-Apr-23	no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter greater than 99.06 cm (39 in)	Tires on rims not accepted	each	\$ 290.00	1-Apr-23	no gst	\$ 290.00	1-Apr-23	no gst
Waste	Residual Waste	Residual waste - up to 5 regular size garbage bags (max 90	No organics, cardboard, clean wood, scrap metal,	up to 5 bags	\$ 6.00	1-Apr-24	no gst	\$ 6.00	1-Apr-24	no gst
Waste	Residual Waste	Residual waste - small load (max 2m x 2.5m x 0.6m)	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	Per Load	\$ 12.00	1-Apr-24	no gst	\$ 12.00	1-Apr-24	no gst
Waste	Residual Waste	Residual waste - medium load (max 2m x 2.5m x 1.2m)	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	Per Load	\$ 24.00	1-Apr-24	no gst	\$ 24.00	1-Apr-24	no gst
Waste	Residual Waste	Residual waste - sorted large load - to be weighed	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	per tonne	\$ 128.00	1-Apr-24	no gst	\$ 128.00	1-Apr-24	no gst
Waste	Residual Waste	Sorted residual waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	\$ 343.00	1-Apr-24	no gst	\$ 343.00	1-Apr-24	no gst
Waste	Residual Waste	Volume equivalent for properly sorted residual or C&D waste		cubic metre	\$ 16.00	14-Apr-20	no gst	\$ 16.00	14-Apr-20	no gst
Waste	Mixed Waste	Soil mixed with other controlled or banned waste		per tonne	\$ 315.00	1-Apr-24	no gst	\$ 315.00	1-Apr-24	no gst
Waste	Mixed Waste	Unsorted large load - to be weighed	Loads containing controlled waste or banned landfill waste that exceeds 10% of the total load	per tonne	\$ 315.00	1-Apr-24	no gst	\$ 315.00	1-Apr-24	no gst
Waste	Mixed waste	Unsorted residual waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	\$ 468.00	1-Apr-24	no gst	\$ 468.00	1-Apr-24	no gst
Waste	Mixed waste	Unsorted additional item fee - load contains white goods, electronic waste, hazardous waste or tires		per item	\$ 50.00	14-Apr-20	no gst	\$ 50.00	14-Apr-20	no gst
Waste	Mixed waste	Volume equivalent for unsorted residual or construction & demolition waste		cubic metre	\$ 50.00	1-Apr-18	no gst	\$ 50.00	1-Apr-18	no gst
Waste	Other	Clean-up of waste not disposed of properly or spilled on street or lane		each		actual 22-Jun-98	no gst	actual	22-Jun-98	no gst
Waste	Other	Load inspection fee		per inspection	\$ 100.00	1-Jan-10	no gst	\$ 100.00	1-Jan-10	no gst
Waste	Other	Removal of condemned waste receptacle		each		actual 28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Removal of waste receptacle on street other than collection day		each		actual 28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Testing weigh scale for accuracy		each		actual 28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Unsecured Load		each	\$ 250.00	23-Feb-09	no gst	\$ 250.00	23-Feb-09	no gst
Waste	Compost Sale	1-9 cubic yard bulk blended sand/compost		cubic yard	\$ 50.00	1-Apr-23	no gst	\$ 50.00	1-Apr-23	no gst
Waste	Compost Sale	10+ cubic yard bulk blended sand/compost		cubic yard	\$ 35.00	1-Apr-23	no gst	\$ 35.00	1-Apr-23	no gst
Waste	Compost Sale	1-9 cubic yard bulk compost		cubic yard	\$ 50.00	1-Apr-23	no gst	\$ 50.00	1-Apr-23	no gst
Waste	Compost Sale	10 + cubic yard bulk compost		cubic yard	\$ 35.00	1-Apr-23	no gst	\$ 35.00	1-Apr-23	no gst
Waste	Compost Sale	Bagged Compost		20L bag	\$ 6.00	1-Apr-23	no gst	\$ 6.00	1-Apr-23	no gst
Waste	Compost carts	Ability to purchase additional household carts		each	\$ 200.00	1-Jan-10	\$ 210.00	\$ 200.00	1-Jan-10	\$ 210.00
Waste	Restricted Waste	Evaluation of restricted / over-strength waste		each		actual 8-Mar-99	actual	actual	8-Mar-99	actual
Waste	Restricted Waste	Overstrength oil and grease, B.O.D. and T.S.S. surcharge		per Kg	\$ 0.20	8-Mar-99	\$ 0.20	\$ 0.20	8-Mar-99	\$ 0.20

**CITY OF WHITEHORSE**

**BYLAW 2024-38**

A bylaw to amend Fees and Charges Bylaw 2014-36

---

WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a quarterly review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedule 2 and substituting therefore new Schedule 2, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect on and from final passage thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services



City of Whitehorse  
Fees and Charges Manual

Bylaw 2024-38 Appendix A  
Schedule 2 (Bylaw)

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-38	EFFECTIVE DATE	FEE IF GST APPLICABLE
Bylaw Services	Impound Fee	Impounded	ATV Bylaw	each	\$ 150.00	1-Oct-12	no gst	\$ 150.00	1-Oct-12	no gst
Bylaw Services	Special Events Permit	Special events permit, request to use ATV in prohibited area	ATV Bylaw	each	\$ 50.00	1-Oct-12	no gst	\$ 50.00	1-Oct-12	no gst
Bylaw Services	Site Inspection for Special Events Permit	Site Inspection for special events permit, request to use ATV in prohibited area	ATV Bylaw	each	\$ 110.00	1-Oct-12	no gst	\$ 110.00	1-Oct-12	no gst
Bylaw Services	Pound Fee	Impounded - animal, other	Actual cost of seizure & impoundment	each	cost +	23-Feb-09	no gst	cost +	23-Feb-09	no gst
Bylaw Services	Pound Fee	Feed & care daily - animal/other	In addition to the actual cost of seizure	each	\$ 25.00	2-Jan-02	\$ 26.25	\$ 25.00	2-Jan-02	\$ 26.25
Bylaw Services	Pound Fee	Feed & care daily - cat	Daily	each	\$ 10.50	1-Apr-23	\$ 11.05	\$ 10.50	1-Apr-23	\$ 11.05
Bylaw Services	License (Lifetime) tag	Neutered - cat or dog	Lifetime fee	each	\$ 27.50	23-Feb-09	no gst	\$ 27.50	23-Feb-09	no gst
Bylaw Services	License administrative fee	Changing from un-neutered to neutered classification - cat or dog		each	\$ 11.00	23-Feb-09	no gst	\$ 11.00	23-Feb-09	no gst
Bylaw Services	License tag	Un-neutered cat or dog	Annual fee	each	\$ 50.00	1-Jan-11	no gst	\$ 50.00	1-Jan-11	no gst
Bylaw Services	License tag	Replacement tag - Cat or dog		each	\$ 2.75	23-Feb-09	no gst	\$ 2.75	23-Feb-09	no gst
Bylaw Services	Special Permit	Application for special permit for 3 dogs or 3 cats		each	\$ 100.00	10-Jan-05	no gst	\$ 100.00	10-Jan-05	no gst
Bylaw Services	Pound Fee	Feed & care daily - Dog	Daily	each	\$ 25.75	2-Jan-02	\$ 27.04	\$ 25.75	2-Jan-02	\$ 27.04
Bylaw Services	Dangerous Dog Fees	Licensing Fee	Residing within the city limits	yearly	\$ 350.00	1-Apr-23	no gst	\$ 350.00	1-Apr-23	no gst
Bylaw Services	Pound Fee	Cat or dog - 1st impoundment in 12 month period		each	\$ 75.00	1-Apr-23	no gst	\$ 75.00	1-Apr-23	no gst
Bylaw Services	Pound Fee	Cat or dog - 2nd impoundment		each	\$ 150.00	2-Jan-02	no gst	\$ 150.00	2-Jan-02	no gst
Bylaw Services	Pound Fee	Cat or dog - 3rd or subsequent impoundment		each	\$ 300.00	1-Apr-23	no gst	\$ 300.00	1-Apr-23	no gst
Bylaw Services	Sale of Cat or Dog	Pound fee + feed & care costs		each	varies	22-Jun-98	no gst	varies	22-Jun-98	no gst
Bylaw Services	Special Permit	Dog team within City limits	Annual fee	each	\$ 120.00	29-Jan-07	no gst	\$ 120.00	29-Jan-07	no gst
Bylaw Services	Animal Trap Rental	Rental of animal trap for cat or dog for 10 days		each	\$ 25.00	1-Jan-12	\$ 26.25	\$ 25.00	1-Jan-12	\$ 26.25
Bylaw Services	Bagged Meters	Construction - A maximum of 2 meter heads - after 30 consecutive days at regular rates		meter/day	\$ 15.00	8-Oct-13	\$ 15.75	\$ 15.00	8-Oct-13	\$ 15.75
Bylaw Services	Bagged Meters	Funeral		first 5 meters	\$ -	8-Oct-13	no gst	\$ -	8-Oct-13	no gst
Bylaw Services	Bagged Meters	\$25.00 per metered parking space per day		meter/day	\$ 25.00	29-Jan-07	\$ 26.25	\$ 25.00	29-Jan-07	\$ 26.25
Bylaw Services	Bagged Meters	Parking spaces are used for pop-up patios or sidewalk cafes		meter/day	\$ -	29-Mar-22	\$ -	\$ -	29-Mar-22	\$ -
Bylaw Services	Parking Permit	Loading Zone Day - Central Business District		day	\$ 10.00	1-Mar-15	no gst	\$ 10.00	1-Mar-15	no gst
Bylaw Services	Parking Permit	Loading Zone Week - Central Business District		week	\$ 25.00	1-Mar-15	no gst	\$ 25.00	1-Mar-15	no gst
Bylaw Services	Parking Permit	Loading Zone Year - Central Business District		year	\$ 50.00	1-Mar-15	no gst	\$ 50.00	1-Mar-15	no gst
Bylaw Services	Parking	Kiosk Fee		per hour	\$ 0.47	4-Jun-17	\$ 0.50	\$ 0.47	4-Jun-17	\$ 0.50
Bylaw Services	Parking Meter	Parking Meter Fee		15 minutes	\$ 0.24	8-Oct-13	\$ 0.25	\$ 0.24	8-Oct-13	\$ 0.25
Bylaw Services	Noise Variance Letters	Administration Fees, To extend hours		each	\$ 50.00	23-Feb-09	no gst	\$ 50.00	23-Feb-09	no gst
Bylaw Services	Parking Permit	Commercial Accessible		each	\$ 35.00	1-Jan-14	no gst	\$ 35.00	1-Jan-14	no gst
Bylaw Services	Parking Permit	Temporary Accessible		each	\$ 25.00	1-Jan-14	no gst	\$ 25.00	1-Jan-14	no gst
Bylaw Services	Parking Permit	Replacement Accessible, All Accessible Parking Permits		each	\$ 25.00	1-Jan-14	no gst	\$ 25.00	1-Jan-14	no gst
Bylaw Services	Parking Permit	Permanent Accessible		each	\$ 25.00	1-Jan-12	no gst	\$ 25.00	1-Jan-12	no gst
Bylaw Services	Parking Permit	Fee for Service Vehicles issue on or before June 30 In any year		each	\$ 350.00	1-Jan-12	no gst	\$ 350.00	1-Jan-12	no gst
Bylaw Services	Commercial Parking	Fee for service vehicle	Monthly Fee	per vehicle	\$ 29.17	27-Feb-24	no gst	\$ 29.17	27-Feb-24	no gst
Bylaw Services	Parkade Rental	Main Steele Parkade, monthly rent per parking stall	Monday to Friday	month	\$ 173.33	1-Jan-11	\$ 182.00	\$ 173.33	1-Jan-11	\$ 182.00
Bylaw Services	Parkade Rental	Main Steele Parkade	Weekly (weekdays), Weekly Rental	week	\$ 45.00	1-Mar-15	\$ 47.25	\$ 45.00	1-Mar-15	\$ 47.25
Bylaw Services	Parkade Rental	Second Steele Parkade	Monday to Friday	month	\$ 173.33	1-Jan-11	\$ 182.00	\$ 173.33	1-Jan-11	\$ 182.00
Bylaw Services	Parkade Rental	Second Steele Parkade	Daily (weekdays), Daily Rental	day	\$ 10.00	1-Mar-15	\$ 10.50	\$ 10.00	1-Mar-15	\$ 10.50
Bylaw Services	Parkade Rental	6th & Main Parkade, monthly rent per parking stall	Monday to Friday	month	\$ 98.10	1-Jul-20	\$ 103.00	\$ 98.10	1-Jul-20	\$ 103.00
Bylaw Services	Residential Parking Permit	First Permit - 1 Per Year	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 50.00	1-Jan-14	\$ 52.50	\$ 50.00	1-Jan-14	\$ 52.50
Bylaw Services	Residential Parking Permit	Second Permit - 1 Per Year	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 350.00	1-Jan-14	\$ 367.50	\$ 350.00	1-Jan-14	\$ 367.50
Bylaw Services	Residential Parking Permit	Visitor -2 Maximum per Year	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 25.00	1-Jan-14	\$ 26.25	\$ 25.00	1-Jan-14	\$ 26.25
Bylaw Services	Residential Parking Permit	Replacement - as needed	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 50.00	1-Jan-14	\$ 52.50	\$ 50.00	1-Jan-14	\$ 52.50

City of Whitehorse  
Fees and Charges Manual

Bylaw 2024-38 Appendix A  
Schedule 2 (Bylaw)

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-38	EFFECTIVE DATE	FEE IF GST APPLICABLE
Bylaw Services	Road Closure Applications	Full Day	Up to a maximum of 2 blocks	each	\$ 250.00	23-Feb-09	\$ 262.50	\$ 250.00	23-Feb-09	\$ 262.50
Bylaw Services	Road Closure Applications	1/2 Day	Up to a maximum of 2 blocks	each	\$ 125.00	23-Feb-09	\$ 131.25	\$ 125.00	23-Feb-09	\$ 131.25
Bylaw Services	Road Closure Applications	Full Day	For each additional block	each	\$ 125.00	23-Feb-09	\$ 131.25	\$ 125.00	23-Feb-09	\$ 131.25
Bylaw Services	Street Occupancy Permit	Less than 1 week		each	\$ 35.00	1-Jan-14	no gst	\$ 50.00	1-Sep-24	no gst
Bylaw Services	Street Occupancy Permit	1 week to 1 Month		each	\$ 50.00	1-Jan-14	no gst	\$ 75.00	1-Sep-24	no gst
Bylaw Services	Street Occupancy Permit	More than 1 Month - per month		each	\$ 100.00	1-Jan-14	no gst	\$ 200.00	1-Sep-24	no gst
Bylaw Services	Street Occupancy Permit	Sidewalk Closure Fee - per week		each	\$ -		\$ -	\$ 100.00	1-Sep-24	no gst
Bylaw Services	Street Occupancy Permit	Traffic Control Plan review fee Category #1		each	\$ -		\$ -	\$ 25.00	1-Sep-24	no gst
Bylaw Services	Street Occupancy Permit	Traffic Control Plan review fee Category #2		each	\$ -		\$ -	\$ 100.00	1-Sep-24	no gst
Bylaw Services	Street Occupancy Permit	Traffic Control Plan review fee Category #3		each	\$ -		\$ -	\$ 200.00	1-Sep-24	no gst
Bylaw Services	Road Closure Applications	1/2 Day	For each additional block	each	\$ 75.00	23-Feb-09	\$ 78.75	\$ 75.00	23-Feb-09	\$ 78.75
Bylaw Services	Road Closure Applications	Administration Costs	To process the Application	each	\$ 50.00	23-Feb-09	no gst	\$ 50.00	23-Feb-09	no gst
Bylaw Services	Parade/Road Closure	Traffic Control	For each intersection Bylaw staffs during parade	each	\$ 45.00	1-Apr-23	\$ 47.25	\$ 45.00	1-Apr-23	\$ 47.25
Bylaw Services	Safe Snowmobile Card	Fee paid by there person receiving the card after passing a snowmobile safety course exam online		each	\$ 34.95	1-Oct-12	\$ 36.70	\$ 34.95	1-Oct-12	\$ 36.70
Bylaw Services	Impound Fee	Impounded	Snowmobile Bylaw	each	\$ 150.00	1-Oct-12	no gst	\$ 150.00	1-Oct-12	no gst
Bylaw Services	Special Events Permit	Request to use Snowmobile in a prohibited area	Snowmobile Bylaw	each	\$ 50.00	1-Oct-12	no gst	\$ 50.00	1-Oct-12	no gst
Bylaw Services	Site Inspection for Special Events Permit	Request to use Snowmobile in a prohibited area	Snowmobile Bylaw	each	\$ 110.00	1-Oct-12	no gst	\$ 110.00	1-Oct-12	no gst
Bylaw Services	Driver Permit and Vehicle License	New, renewal - Vehicle for Hire	Vehicle for Hire Bylaw	each	\$ 75.00	1-Jan-12	no gst	\$ 75.00	1-Jan-12	no gst
Bylaw Services	Driver Permit	Replacement or changing companies - Vehicle for Hire	Vehicle for Hire Bylaw	each	\$ 50.00	1-Apr-23	no gst	\$ 50.00	1-Apr-23	no gst
Bylaw Services	Vehicle Operators Decal	Decal	Vehicle for Hire Bylaw	each	\$ 75.00	1-Apr-23	no gst	\$ 75.00	1-Apr-23	no gst
Bylaw Services	Inspection Fee	Inspection outside of scheduled dates - Vehicle for Hire		each	\$ 100.00	1-Jan-12	no gst	\$ 100.00	1-Jan-12	no gst

**CITY OF WHITEHORSE**  
**BYLAW 2024-39**

A bylaw to amend Waste Management Bylaw 2018-05.

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WHEREAS section 220 of the *Municipal Act* provides that the power to adopt a bylaw or pass a resolution includes the power to amend or repeal the bylaw or resolution unless the Act or any other Act expressly provides otherwise; and

WHEREAS section 265(b) of the *Municipal Act* RSY 2002, c.154 provides that council may pass bylaws for municipal purposes respecting municipal utilities, facilities, works, and improvements on private and public land including quarries, and sand and gravel pits; and

WHEREAS section 266(c) of the *Municipal Act* provides that, without restricting section 265, council may by bylaw provide for a system of licenses, inspections, permits, or approvals; and

WHEREAS it is deemed desirable that the Waste Management Bylaw is amended for the provision of recycling collection;

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

1. By adding the following sections to the preamble of the bylaw:

WHEREAS it is deemed expedient and in the public interest to establish, operate, maintain and control a waste collection and disposal system in the City of Whitehorse; and

WHEREAS the Government of Yukon provided time-limited funding that expires on December 31, 2025 to the City of Whitehorse to partially subsidize the temporary provision of a recyclable waste curbside collection service for packaging and paper products; and

WHEREAS Council has deemed it expedient and in the public interest to contract a supplier to establish, operate, maintain and control a service to address recyclable waste collection and disposal in the City of Whitehorse that will cease either when a steward establishes a stewardship program in accordance with the *Environment Act* and the Extended Producer Responsibility Regulation O.I.C. 2024/19, or on December 31, 2025, whichever occurs first; and

2. Section 2 of Bylaw is hereby amended by amending the definitions section as follows:
  - a. "APPROPRIATE CART" means the Garbage, Recycling or Organics Cart or Container used to collect and store the corresponding and correct Waste.

- b. "CONTAINER" means a receptacle approved by the Designated Officer for the purpose of disposing of Waste and suitable for service by the City's Waste collection equipment.
  - c. "COLLECTION DAY" means the day on which Curbside Residual Waste, Recyclable Waste and/or Organic Waste is collected as established by the Designated Officer.
  - d. "CURBSIDE WASTE" means Residual Waste, Recyclable Waste approved for Curbside Collection, and Organic Waste collected by the City.
  - e. "RECYCLING CONTAINER" means a Container approved by the Designated Officer for the disposal of Recyclable Waste.
  - f. "WASTE RECEPTACLE" means any Container used to store Waste that will be collected by a Hauler or Self-Hauler, including but not limited to public or private Containers, Carts, bins, cans, dumpsters or barrels.
3. Section 9, subsections (1) to (5) of Bylaw 2018-05 are hereby amended to read as follows:
- (1) Residual Waste into approved Garbage Containers;
  - (2) Organic Waste into approved Organics Containers;
  - (3) Recyclable Waste into approved Recycling Containers;
  - (4) properly sorted Waste in Waste Receptacles supplied for this purpose; or
  - (5) by transporting Waste to an appropriate facility.
4. Section 24 of Bylaw 2018-05 is hereby amended to read as follows:
- "24. The Owner of Eligible Premises shall dispose of Curbside Waste in the appropriate Container in the following manner:
- (1) Residual Waste (Schedule F) into Garbage Carts or Containers;
  - (2) Organic Waste (Schedule B) into Organic Carts or Containers; and
  - (3) Recyclable Waste (Schedule C) approved for Curbside Collection into Recycling Carts or Containers.
5. Section 28 of Bylaw 2018-05 is hereby amended to read as follows:
28. The City shall provide and register to the address of Eligible Premises, one Garbage Container, one or more Recycling Containers as determined by the City, and one Organics Container, all of which shall be the sole responsibility of the Owner of such premises but which shall remain the property of the City.

6. Section 30 of Bylaw 2018-05 is hereby amended to read as follows:

30. When a Cart or Container has been lost, stolen or damaged, the Owner of an Eligible Premises shall report the incident to the designated officer within 24 hours of such occurrence, after which the City may supply the Eligible Premises with a new Container which shall be registered to the address of the Eligible Premises.

7. Section 38 of Bylaw 2018-05 is hereby amended to read as follows:

38. Recyclable Waste or Organic Waste contaminated with any other Waste or stored in a receptacle other than a Recycling Container, Organics Container or approved Compostable Bag, or in violation of this bylaw, will not be collected and the Owner shall, in accordance with this bylaw:

- (1) ensure the proper sorting of the Recyclable or Organic Waste from any other Waste; and
- (2) place the Recycling or Organics Container at the curb for collection on the next scheduled Collection Day once the receptacle has been properly sorted; or
- (3) if the contents of the Recycling or Organics Container are unable to be sorted, the Owner of the Eligible Premises shall be responsible for all costs associated with the proper transport and disposal of the Waste at the Waste Management Facility.

8. Section 40 of Bylaw 2018-05 is hereby amended to read as follows:

40. The Designated Officer may issue warnings or rejection notices to Owners of Eligible Premises who do not meet the requirements of this bylaw, including without limitation, when:

- (1) a Waste Receptacle contains Controlled or Banned Waste;
- (2) an Organics Cart or Container contains any Waste other than Organic Waste (Schedule B);
- (3) a Recycling Cart or Container contains any Waste other than Recyclable Waste (Schedule C);
- (4) a Waste Cart or Container or Compostable Bag is loaded in a manner that poses a potential threat to equipment, operators or Wildlife; and
- (5) Waste Carts or Containers are at the Curb outside of the allowable collection period as set out in this bylaw.

9. Schedule "C" of Bylaw 2018-05 is hereby amended to read as follows:

**SCHEDULE "C"**  
**RECYCLABLE WASTE**

"RECYCLABLE WASTE" means such Waste as defined in this bylaw.

The following empty and clean items shall be deemed to be recyclable materials for the purposes of this bylaw, and may have additional requirements/instructions as per the appropriate Waste facility or acceptability in Curbside Collection programs:

1. Any item specified in the *Environment Act* Beverage Container Regulations including, without limitation:
  - (1) Glass beverage bottles
  - (2) Aluminum/steel beverage cans
  - (3) Beverage/milk cartons and tetra-paks
  - (4) Plastic beverage containers
2. The following items specified in the packaging and paper products (PPP) category of the *Environment Act* Extended Producer Responsibility Regulation, including, without limitation:
  - (1) Paper products such as:
    - i. Corrugated cardboard boxes
    - ii. Gable top containers
    - iii. Aseptic containers
    - iv. Paper laminates (e.g. spiral wound containers for juice, paper cups, pet food bags, polycoat containers)
    - v. Kraft paper (non-laminated)
    - vi. Kraft paper bags (e.g. prescription bags, grocery or food delivery bags)
    - vii. Boxboard (e.g. cereal, tissue, cracker and shoe boxes, toilet paper rolls)
    - viii. Other paper packaging (e.g. tissue papers, egg cartons, take-out trays)
  - (2) Rigid plastic packaging such as:
    - i. Bottles, jugs, and jars (e.g. laundry detergent, cleaning products, shampoo, condiments and other products)
    - ii. Thermoforms (e.g. salad and egg containers, food trays, yogurt containers and other products)
    - iii. Other plastic packaging (e.g. blister packaging, candy dispensers, plastic hangers, tubs and lids, inserts and moulds in packaging)

- (3) Flexible plastic packaging such as:
  - i. Plastic film (e.g. check-out bags, bread and produce bags, overwrap)
  - ii. Plastic laminates (e.g. coffee or deli pouches, chip bags, bubble wrap, woven plastic bags, cereal liner bags, shrink wrap)
- (4) Metal packaging such as:
  - i. Steel or aluminium aerosol containers (e.g. food spray, hairspray, air fresheners and perfumes)
  - ii. Other steel or aluminium packaging (e.g. food cans, pet food cans, lids and closures, wire hangers, aluminium foil pie plates)
- (5) Single-use products such as:
  - i. Straws, stir sticks, utensils, plates, cups, bowls
  - ii. Garden pots and seedling trays
  - iii. Sandwich bags, freezer bags
  - iv. Decorations (e.g. steamers, banners, hanging decorations, paper signs)
- (6) Any other item identified by the Designated Officer from time to time.

10. This bylaw shall come into full force and effect upon final passage thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2024-42**

A bylaw to authorize a lease agreement.

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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 the **Valleyview Community Association** for the lease of a parcel of land for a ten-year period from August 1<sup>st</sup>, 2021 to and including July 31<sup>st</sup>, 2031 with a ten year renewal clause;

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 the Valleyview Community Association with a ten (10) year renewal option with respect to a road right-of-way as shown on Plan 94-64 LTO adjacent to Lots 22 and 23, Plan 94-75 LTO, in the City of Whitehorse, comprising approximately 768 square metres in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk 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:**

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Laura Cabott, Mayor

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Corporate Services






**Bylaw 2024-42**

A bylaw to enter into an agreement with Valleyview Community Association for the Community Garden and Greenhouse lease of 768 square metre parcel of land ROAD, VALLYVIEW SUBDIVISION, PLAN 94-64 LTO for ten years from August 1st, 2021 to and including July 31st, 2031 with the option for a ten year renewal.

**LEGEND**

 SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2024 in triplicate.

BETWEEN:

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

(the "Landlord").

AND:

**Valleyview Community Association, 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 a community garden and greenhouse 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 road right-of-way as shown on Plan 94-64 LTO adjacent Lots 22 and 23, Plan 94-75 LTO, Valleyview Subdivision, City of Whitehorse, Yukon Territory,

now shown outlined in red in the sketch attached hereto as Schedule "A"

(the "Lands")

#### ***1.2 Term***

To have and to hold the Lands and all improvements located thereon, including but not limited to permanent structures, buildings or fencing, (the "Premises"), for a period of **10** years, commencing on the 1<sup>st</sup> day of **August 2021** to and including the **31<sup>st</sup>** day of **July 2031**.

#### ***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, to be paid in advance on or before **January 1<sup>st</sup>** of each year starting in 2026, 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 2024-42, 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 and Premises 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 only excepted (the "Tenant Repair Exceptions") 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 and Premises to examine the condition thereof, and in the event that the Landlord delivers a written notice of repair to the Tenant, 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 and Premises* - The Tenant shall keep the Lands and Premises in a safe, tidy and healthy condition at its own expense;
- (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 on

the Lands and Premises. 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 and Premises;
- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, 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. In the event that consent to the assignment or subleasing to another society or the subleasing or licensing of a portion of the Lands and Premises 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 and Premises 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 community garden and greenhouse facility and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PR Parks and Recreation", 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 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 and Premises 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 and Premises 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 and Premises any goods, chattels or fixtures moved into the Lands and Premises, 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 on or within the Lands and Premises are the property of the Landlord. 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 community garden and greenhouse 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 community garden and greenhouse 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) *Use of Facility* - The Tenant shall provide access to the Lands and Premises and membership in the Valleyview Community Association 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 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 a community garden and greenhouse 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 internet, telephone and other utilities supplied to or used in the Lands and Premises as separately metered or separately invoiced by the supplier, including those utilities 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;
- (aa) *Access to Park* - The Tenant shall at all times maintain a pedestrian access corridor and a minimum 4.5 metre wide vehicular access corridor for emergency vehicles and the Landlord's vehicles to pass through the Lands.

## **2. 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.

## **3. 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.

### **4. 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 or 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**

The Landlord shall indemnify the Tenant and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Landlord of any of the provisions of this Lease; or

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

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

### **5.3 Landlord Unable to Perform**

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

### **5.4 Relief of Landlord on Sale**

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

## **6. Insurance**

### **6.1 Liability Insurance.**

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

## **7. Hazardous Substances**

### **7.1 Definitions**

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

## ***7.2 Compliance with Laws***

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

## ***7.4 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.

## **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:

**City of Whitehorse**  
 2121 Second Avenue  
 Whitehorse, Yukon Territory, Y1A 1C2  
Attention: Manager, Land & Building Services  
 land@whitehorse.ca  
 Fax No. (867) 668-8395

If to the Tenant:

**Valleyview Community Association**  
 c/o 126 Valleyview Drive  
 Whitehorse, YT, Y1A 3C9  
 Email: president@vvca.ca

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.

c/s ) THE CORPORATE SEAL OF THE  
 ) **City of Whitehorse**  
 ) was hereunto affixed  
 ) in the presence of:  
 )  
 )  
 ) \_\_\_\_\_  
 ) Laura Cabott, Mayor  
 )  
 )  
 ) \_\_\_\_\_  
 ) Valerie Braga, Director of Corporate Services

c/s ) THE CORPORATE SEAL OF  
 ) **Valleyview Community Association**  
 ) was hereunto affixed  
 ) in the presence of:  
 )  
 )  
 ) \_\_\_\_\_  
 ) Gina Cosco, President  
 )  
 )  
 ) \_\_\_\_\_  
 ) Erik Blake, Secretary Treasurer

\_\_\_\_\_  
 Witness (if no corporate seal)

\_\_\_\_\_  
 Witness (if no corporate seal)









SCALE: 1:250	DWN BY: MLB
DATE: August 20, 2024	REV NO: 2
FILE NO: Bylaw 2024- 42 VCA	
\Lease\ GRANTOR\VCA	

**CITY OF WHITEHORSE - LAND AND BUILDING SERVICES**

**VALLYVIEW PROPOSED LEASE AREA - SCHEDULE A**  
ROAD, VALLEYVIEW SUBDIVISION, PLAN 94-64 LTO YT  
Municipal Address: 152 VALLEYVIEW DRIVE



**CITY OF WHITEHORSE**  
**BYLAW 2024-43**

A bylaw to authorize a lease agreement.

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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 **The Guild Hall Society** for the lease of a parcel of land for a ten year period from March 1, 2024 to and including February 28, 2034;

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 The Guild Hall Society with respect to Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO, in the City of Whitehorse, comprising approximately 0.544 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:**

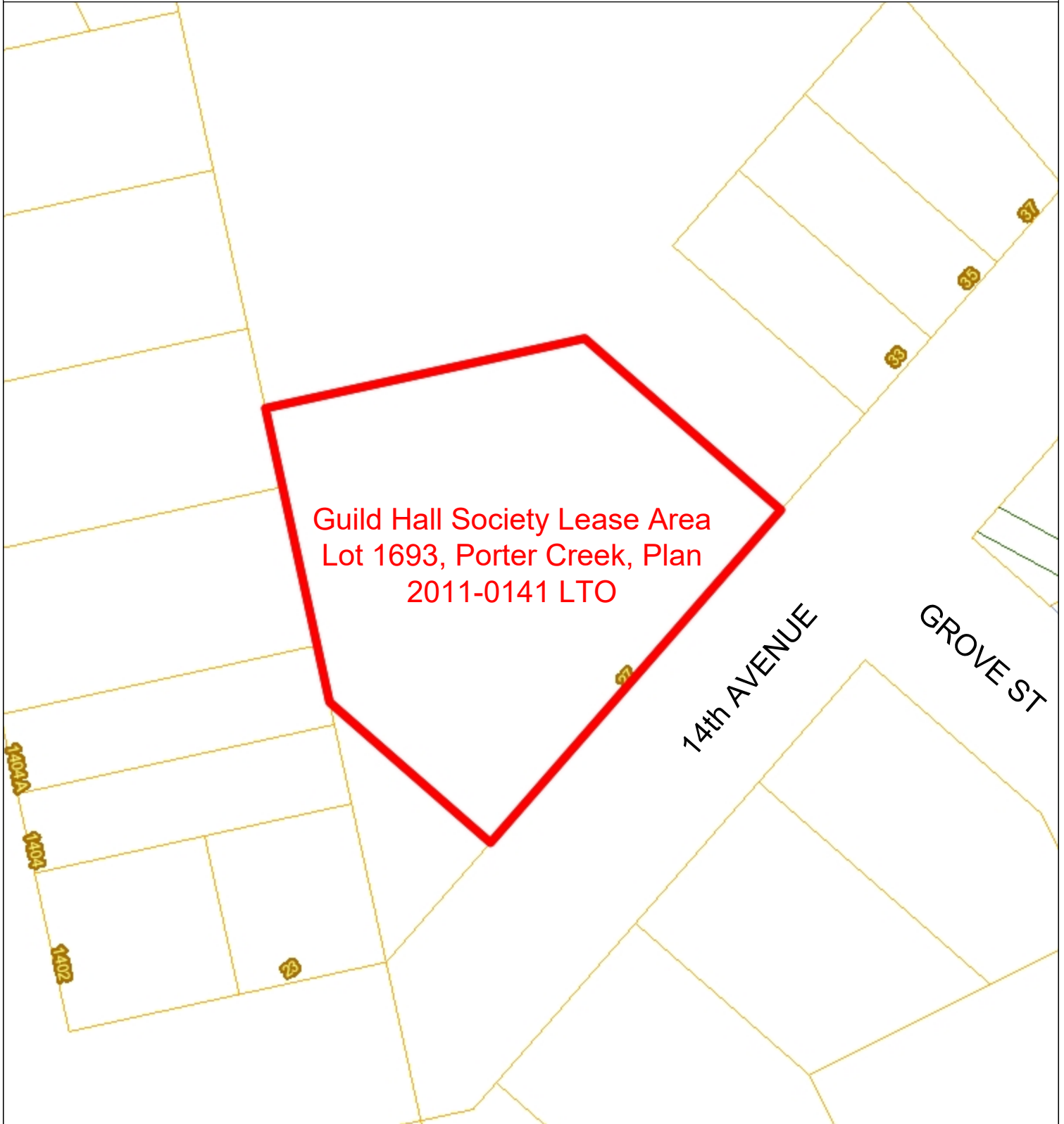
**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services



**Bylaw 2024-43**

A bylaw to enter into an agreement with the Guild Hall Society for the lease of 0.54 hectare parcel of land Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO for ten years from March 1, 2024 to and including the 28th day of February 2034.

**LEGEND**

 SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2024 in triplicate.

BETWEEN:

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

(the "Landlord").

AND:

**The Guild Hall Society, 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 cultural and entertainment centre in accordance with the terms and conditions contained in this Lease.

## **1. Demise**

### ***1.1 Lease***

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, the pieces of land more particularly described as follows:

- (a) Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO;  
(collectively the "Lands")  
now shown outlined in red in the sketch attached hereto as Schedule "A"  
comprising approximately 0.544 hectares in area

### ***1.2 Term***

To have and to hold the Lands and all improvements located thereon, including but not limited to permanent structures, buildings, fencing, or future buildings, (the "Premises"), for and during the term of this Lease for a period of ten (10) years, commencing following the day after the previous lease on the 2<sup>nd</sup> day of March, 2024 to and including the 28<sup>th</sup> day of February, 2034.

### ***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 March 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 Lands.

### **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.

## **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 and Premises 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 and Premises 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 and Premises* - The Tenant shall take good care of the Lands and Premises 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 and Premises 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 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 and Premises;

- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises 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 and Premises 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 and Premises 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 and Premises 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 other than as a "spectator entertainment establishment" and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PS - Public Services 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 and Premises 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 statutes, regulations, and by-laws of any governmental authority 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 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 and Premises any goods, chattels or fixtures moved into the Lands and Premises, 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. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands 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 mechanic'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 a Spectator Entertainment Establishment* - The Tenant acknowledges that the development and operation of a spectator entertainment establishment is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event a spectator entertainment establishment is not operational in any twelve month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (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) *Use of Facility* - The Tenant shall provide access to the Lands and Premises and membership in the Guild Hall 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;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands and Premises to the standard of a reasonably prudent spectator entertainment establishment. Without limiting the generality of the foregoing, the Tenant shall maintain a schedule of inspection and maintenance of the Land and Premises in accordance with industry standards., 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;
- (z) *Utility Services* - Utility Services – The tenant shall pay all costs associated with upgrades, improvements, and repairs to the existing utility services to the Lands and Premises;

### **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, anything herein contained to the contrary notwithstanding. 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 Corporate Registry, 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, or is otherwise no longer a not-for-profit society or organization, 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 is terminated pursuant to the provisions of this paragraph, the Premises shall become the sole property of the Landlord.

#### ***4.5 Dissolution of Society***

Where all of the Tenant's fixed assets are affixed solely to the Lands, the Tenant's Constitution and/or Bylaws must include an unalterable dissolution clause which provides that upon dissolution of the society, its assets must firstly be distributed to another non-profit society operating within the City of Whitehorse, in good standing with the Registrar of Societies, with similar objectives, and only failing to transfer its assets to another non-profit society with similar objectives, would the Tenant's fixed assets be distributed to the City.

#### ***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 3% 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;
- (b) any 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 or Premises; and
- (c) any injury, death or damage to persons or property of the Landlord or its servants, agents, employees, contractors or any other persons on the Lands or Premises by or with the invitation or consent of the Landlord;

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 any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (a) radioactive materials;
- (b) explosives, excluding lawfully possessed fireworks and lawfully conducted exploding novelty acts;
- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (d) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
  - (i) endangers the health, safety or welfare of persons or the health of animal life;
  - (ii) interferes with normal enjoyment of life or property;
  - (iii) causes damage to plant life or to property;
- (e) toxic substances; or
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands and Premises.

### ***7.2 Compliance with Laws***

The Tenant shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. 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 Paragraph 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 Paragraph.

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 Paragraph 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 Discharge***

The Tenant shall not discharge or permit the discharge of any oil or grease or any deleterious, objectionable, dangerous materials or Hazardous Substance into any water course, culvert, drain or sewers in, under or near the Lands and Premises. The Tenant shall take as reasonable measures for ensuring that any discharge effluent shall not be corrosive, poisonous or otherwise harmful or to cause obstruction, deposit or pollution to any waters, ditches, water course, culverts, drains or sewers, nor to or within any sewage disposal works nor to the bacteriological process of sewage purification. The Tenant shall forthwith, at the Landlord's request, provide facilities for testing and monitoring the effluent from the Tenant's operations and shall permit the Landlord and its agents reasonable access to the Lands and Premises for the purposes of carrying out such testing and monitoring from time to time at the Tenant's expense. The Tenant shall construct, maintain and operate every furnace and burner used on the Lands and Premises so as to substantially consume or burn the smoke arising there from and shall not use or suffer any furnace or burner to be used negligently. The Tenant shall not cause or permit any grit, dust, noxious or offensive effluvia or Hazardous Substance to be emitted from any engine, furnace, burner or apparatus on the Lands and Premises without using the best practicable means reasonably available for preventing or counteracting such emissions.

### ***7.4 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.

### ***7.5 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***

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing twelve (12) months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

## **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.





without the express written consent of the Landlord, which may be arbitrarily and unreasonably withheld.

**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, and 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.

c/s

) THE CORPORATE SEAL OF  
 ) **The City of Whitehorse**  
 ) was hereunto affixed  
 ) in the presence of:  
 )  
 )  
 ) \_\_\_\_\_  
 ) Laura Cabott, Mayor  
 )  
 )  
 ) \_\_\_\_\_  
 ) Corporate Services  
 )  
 ) \_\_\_\_\_  
 ) Name and Position  
 )  
 )  
 ) **The Guild Hall Society**  
 ) Per.  
 )  
 )  
 ) \_\_\_\_\_  
 ) Signature  
 )  
 ) \_\_\_\_\_  
 ) Name and Position  
 )  
 )  
 ) \_\_\_\_\_  
 ) Signature  
 )  
 ) \_\_\_\_\_  
 ) Name and Position

AFFIDAVIT OF CORPORATE AUTHORITY  
(BODY CORPORATE SIGNING WITHOUT SEAL)  
(s. 46(1)(b))

TO THE REGISTRAR:

I SWEAR / AFFIRM THAT:

- 1. I am an officer, director or authorized representative of the body corporate who executed the annexed instrument.
- 2. I am the person [one of the persons] who signed the annexed instrument on behalf of the body corporate, and I have authority to do so without a corporate seal.

	)	
SWORN / AFFIRMED BEFORE ME	)	
at _____ in _____	)	
on the ____ day of _____, 20____	)	
	)	
	)	_____
_____	)	
(Signature of Notary or Commissioner)	)	(Signature)
	)	
_____	)	
(print full name)	)	
	)	
	)	_____
	)	(Print Name)
Notary Public in and for Yukon;	)	
or Notary Public or Commissioner for Oaths	)	
in and for _____	)	
(My commission expires: _____)	)	
	)	

**\* All Notaries and Commissioners outside of Yukon must affix seal; all notaries and commissioners must print or stamp their name and qualifications as well as the expiry date of their commission, or indicate that their commission does not expire.**

**SCHEDULE "A"**  
**Guild Hall Society**

## CITY OF WHITEHORSE

### BYLAW 2024-41

A bylaw to authorize the sale and disposition of Lot 520, Copper Ridge Subdivision, Whitehorse, Yukon, Plan 99-0224 LTO to the Government of Yukon.

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WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale and disposition of any real property; and

WHEREAS it is deemed desirable that Lot 520, Plan 99-0224 LTO be sold and disposed;

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 sell and dispose of Lot 520, comprising a total area of approximately 2.02 ha, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The parcel will be offered for sale at nominal value (\$1.00) to the Government of Yukon.
3. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner; and
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST** and **SECOND READING:**

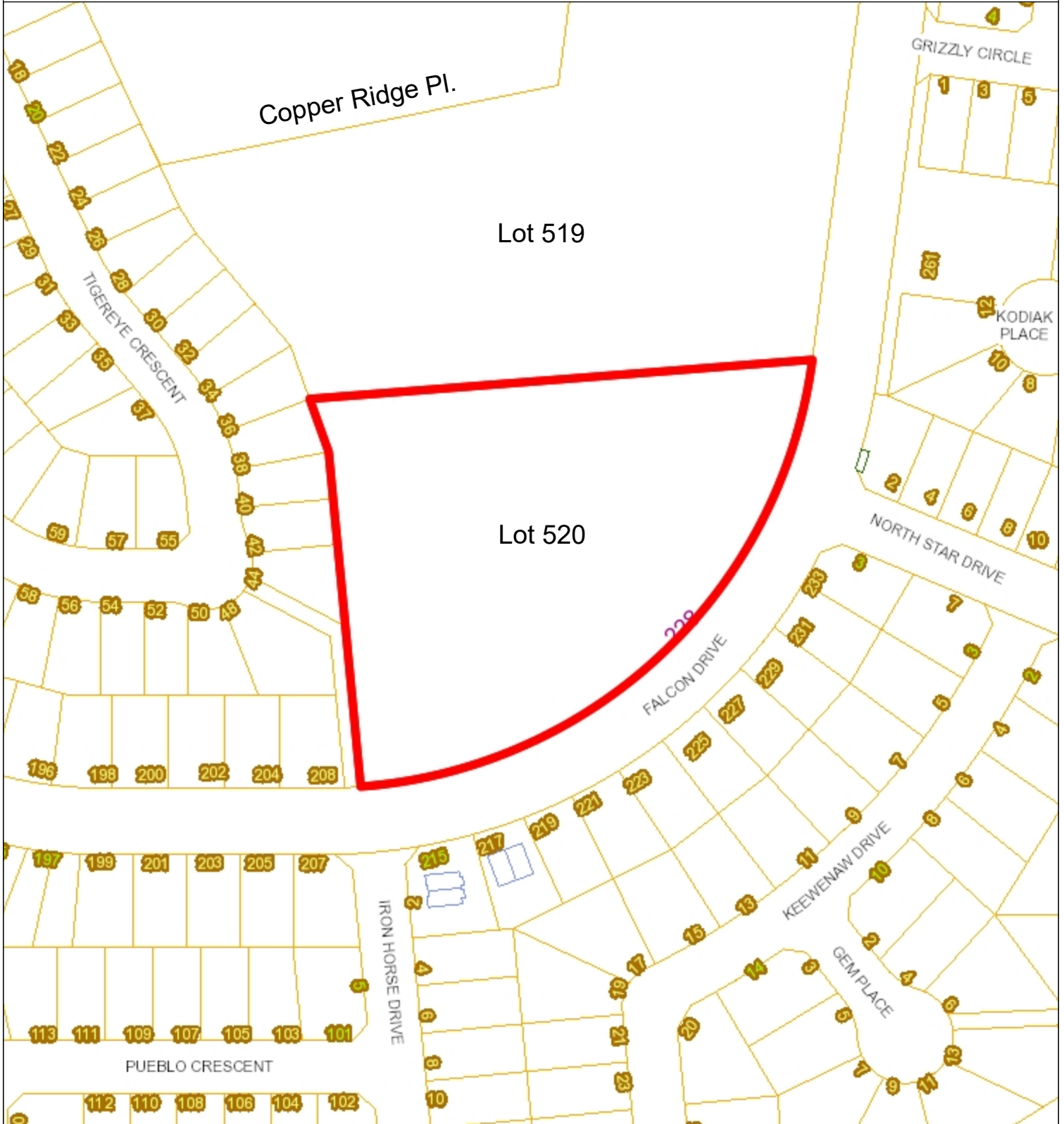
**THIRD READING** and **ADOPTION:**

---

Laura Cabott, Mayor


---

Corporate Services



Bylaw 2024-41  
Copper Ridge Land Disposition  
A bylaw to authorize the sale and disposition of Lot 520 Plan 99-0224 LTO to the Government of Yukon.

**LEGEND**

 SUBJECT AREA