

CITY OF WHITEHORSE – STANDING COMMITTEES

Tuesday, August 20, 2024 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

- DELEGATIONS**
- Sue Greetham, Fair Vote Yukon – Proportional Representation Voting System
 - Eddie Rideout, President, and Alida Munro, Managing Director, Yukon Convention Bureau – Introduction of President and Update on Annual Activities
 - Marcus Harden, President, Gladiator Metals – Whitehorse Copper Belt Project Update
 - Michael Hale, CEO, Northern Vision Development – Hyatt Zoning Amendment

CITY PLANNING COMMITTEE

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
6. New Business

DEVELOPMENT SERVICES COMMITTEE

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

CITY OPERATIONS COMMITTEE

1. Waste Management Bylaw Amendment
2. New Business

COMMUNITY SERVICES COMMITTEE

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

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

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Michelle Friesen

Vice-Chair: Dan Boyd

August 20, 2024

Meeting #2024-16

1. Lease Agreement – Valleyview Community Association
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
2. Lease Agreement – Guild Hall Society
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
3. Subdivision Approval – Whistle Bend Phase 9
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
4. Public Input Report – Conditional Use Application – 45 McCandless Crescent
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
5. Zoning Amendment – Hyatt Place Hotel
Presented by Peter Duke, Manager, Planning Services
6. New Business

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: August 20, 2024
RE: Lease Agreement – Valleyview Community Association

ISSUE

Bylaw to enter into a new lease agreement for a closed road right-of-way located in the Valleyview neighbourhood to continue to run the community garden and greenhouse by the Valleyview Community Association (VCA).

REFERENCE

- [Municipal Act](#)
- [2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Municipal Charges and Community Service Grants \(MCCSG\)](#)
- [Lease, Encroachment and Property Use Policy](#)
- Location Sketch (Attachment 1)
- Proposed Bylaw 2024-42 (Attachment 2)

HISTORY

VCA is a non-profit society that has been operating the Valleyview Community Garden and Greenhouse at 152 Valleyview Drive since 2011. The current lease agreement between VCA and the City was for a 10-year term and has been in overholding status since July 31st, 2021.

The 2011 Lease Agreement maintained a pedestrian and vehicular access corridors to allow for emergency vehicles to access to the City's park area located to the rear of the proposed lease area.

In 2011 VCA constructed a 15m x 6m greenhouse within the lease area to extend the growing season. In 2013 they applied for Tree Canada's Edible Trees funding assistance for the planting of edible fruit bushes and fruit trees. In 2015, VCA installed a waterline and in 2018 the City gave consent to purchase a 500 gal water tank for the greenhouse.

A lease agreement between the City and VCA will provide VCA with continued tenure to the subject parcel of land and also allow VCA to pursue funding to assist with their community garden.

ALTERNATIVES

1. Bring forward Bylaw 2024-42 to enter into a lease with Valleyview Community Association; or
2. Do not bring forward the bylaw.

ANALYSIS

Municipal Act / OCP and Zoning

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

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

The proposed lease area is designated Residential - Urban in the City’s OCP. Section 15.17.1 of the OCP provides that:

“Uses that may be suitable for inclusion in the Residential - Urban areas include but are not limited to, residential uses of varying density and form, parks and natural areas, playgrounds, schools, places of worship, community halls, recreation facilities, retail shops, and personal service uses”

As well, the OCP supports increasing local food production by providing space for community gardens/greenhouses. Section 7.26 of the OCP provides that:

“Opportunities to enable local food production will be encouraged”

The proposed lease area is zoned PR – Parks and Recreation which permits “community gardens and greenhouses” as a principal use.

Lease Considerations

The proposed lease term is for ten years commencing on August 1, 2021 and ending on July 31st, 2031 with an option to renew the lease in ten years.

As per the Lease, Encroachment and Land Use Policy, VCA is classified as a Group B Society as the annual value of grants received exceeds \$5,000, but is less than \$50,000. Group B Societies are eligible for a reduced lease rate based on perceived benefits to the community. As VCA provides significant benefit to Valleyview Neighborhood residents through ongoing growth in membership, a designated meeting place, contribution to local food production, and individual donations to food insecure groups, it has been determined that the lease rate should be significantly reduced from the market rate of \$900.00.

The proposed yearly rate is \$10 for the term of the lease, which is the annual lease rate during the previous lease term. It should be noted that VCA is required to pay for property taxes, waste, collection, and utility costs associated with the community garden. However, VCA is eligible to apply for a grant in respect of property taxes through the Municipal Charges and Community Service Grant program.

As such, YCA will be expected to bear all other costs associated with the operation and maintenance of the leased area. If the use of the lease area as a community garden is discontinued for a period of six months, the lease agreement will terminate. VCA have paid rent until December of 2025 making the anniversary date of the annual rent payment starting on January 1st 2026.

The VCA Community Benefit Statement stated that, the community garden and greenhouse has been operated as a neighbourhood cooperative with over 50 participants and volunteer members building and maintaining the greenhouse and tending to the 26 growing boxes and planting beds. Benefits of the community garden includes:

- Builds community - neighbours collaborate and share duties and information related to cultivating their plants; some members donate excess vegetables to the Whitehorse Food Bank. As well, the warm, ‘outdoor’ community space is used for small community meetings.

- Provides individual health benefits - exercise, improved diet, time in nature, reduces stress levels.
- Reduces greenhouse gas emissions by reducing distance food travels.
- Increases community sustainability - local food production and use of city composting.
- Educates youth/adults on plant productivity and natural agriculture practices.
- Provides community garden support for other neighbourhoods.
- Supports the Resilient, Accessible Food System Goal of the City of Whitehorse's 2015 -2050 Sustainability Plan.

The proposed lease provides both parties with the option to terminate the lease upon 12 months written notice. The VCA has the option, upon the expiry or termination of the lease, to remove any improvements from the leased lands within three months. If the VCA does not remove the improvements within three months, the improvements will become the exclusive property of the City.

As well, the lease stipulates that the VCA will be required to maintain a pedestrian access corridor and a vehicular access corridor to allow for emergency vehicles to pass through the proposed lease area to obtain access to the City's park area located to the rear of the proposed lease area.

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

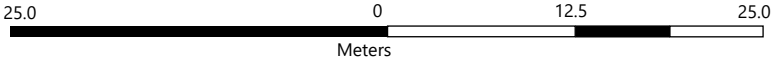
ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-42, 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.



ROAD,
VALLEYVIEW SUBDIVISION,
PLAN 94-64 LTO YT

Vallyview
Park



SCALE:
1: 500

DWN BY:
MLB

CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

DATE:
June 21, 2024

REV NO:
1

Attachment 1

FILE:
Bylaw 2024- 42
R:\City as GRANTOR

Valleyview Community Association Lease - Location Sketch
ROAD, VALLEYVIEW SUBDIVISION, PLAN 94-64 LTO YT
Municipal Address: 152 VALLEYVIEW DRIVE



CITY OF WHITEHORSE
BYLAW 2024-42

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with the **Valleyview Community Association** for the lease of a parcel of land for a ten-year period from August 1st, 2021 to and including July 31st, 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:

Laura Cabott, Mayor


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 1st day of **August 2021** to and including the **31st** 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 1st** 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 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

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)



<p>SCALE: 1:250</p> <p>DATE: August 20, 2024</p> <p>FILE NO: Bylaw 2024- 42 VCA Lease\ GRANTOR\VCA</p>	<p>DWN BY: MLB</p> <p>REV NO: 2</p>	<p>CITY OF WHITEHORSE - LAND AND BUILDING SERVICES</p> <p>VALLYVIEW PROPOSED LEASE AREA - SCHEDULE A</p> <p>ROAD, VALLEYVIEW SUBDIVISION, PLAN 94-64 LTO YT Municipal Address: 152 VALLEYVIEW DRIVE</p> 
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ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: August 20, 2024
RE: Lease Agreement – Guild Hall Society

ISSUE

A bylaw to enter into a new lease agreement with the Guild Hall Society for Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO.

REFERENCE

- [Municipal Act \(2002\)](#)
- [2040 Official Community Plan \(OCP\)](#)
- [Zoning Bylaw 2012-20](#)
- [Lease, Encroachment and Property Use Policy](#)
- Location Sketch (Attachment 1)
- Proposed Bylaw 2024-43 (Attachment 2)

HISTORY

The City of Whitehorse has been in a lease arrangement with the Guild Hall Society for the land on which the Society's buildings are located since March of 1991. The most recent lease agreement was for a term of 10 years, which ends on the last day of February 2024. The City and The Guild Hall Society have been in a month-to-month overholding status in anticipation of a renewed lease arrangement.

A new draft lease agreement has now been finalized through negotiation between City Administration and representatives of the Guild Hall Society.

The Guild Hall Society has been responsible for the payment of property taxes and utilities on their 0.544 hectares surveyed lot. Historically community service grants have been available to cover the cost of property taxes. The amount of these grants have varied year to year.

Administration is now bringing forward a new lease agreement between The Guild Hall Society and the City for approval by Council.

ALTERNATIVES

1. Bring forward Bylaw 2024-43 to enter into a lease with The Guild Hall Society; or
2. Do not bring forward the bylaw.

ANALYSIS

Municipal Act

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

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

OCP and Zoning

The OCP designates the proposed lease area as Residential – Urban which supports a variety of uses such as neighbourhood service commercial uses, religious facilities, and community halls, subject to proper zoning. Furthermore, section 15.17.1 of the OCP provides as follows:

“Uses that may be suitable for inclusion in the Residential - Urban areas include but are not limited to, residential uses of varying density and form, parks and natural areas, playgrounds, schools, places of worship, community halls, recreation facilities, retail shops, and personal service uses..”

The proposed lease area is zoned “PS – Public Service”, with spectator entertainment establishments included as a principal use.

Lease Considerations

The Guild Hall Society membership typically fluctuates between 300-1500 members and volunteers depending on the year and number and size of annual productions. The primary mandate of the Guild Hall is to produce three to four theatre productions a season between September and May, with a focus on producing high-quality community theatre involving local amateur producers, actors, musicians and crew. The Guild Hall seeks a balance between hiring local talent for positions such as director or bringing in people from outside of the Yukon who may provide a fresh perspective and enrich the entire arts community with their skills, talent and expertise.

Following the review of the Guild Hall’s community benefit statement and the amount of volunteer hours, the Guild Hall is eligible for the nominal/reduced fee of \$10 annual rental amount for the term of the lease as described in the Lease, Encroachment and Property Use Policy. In accordance with standard lease arrangements with non-profit societies, Guild Hall will be expected to bear all other costs associated with the operation and maintenance of the leased area as well as the new building.

The proposed lease term is for 10 years commencing on 1st day of March, 2024 and ending on 28th day of February, 2034. The lease has been drafted for a \$10 annual rental amount for the term of the lease. If the use of the lease area is discontinued for a period of 12 months, the lease agreement will terminate.

The Guild Hall Society owns all of the buildings and structures within the proposed lease area. At the end of the lease, The Guild Hall Society may remove the buildings at their own expense but must return the lease area to a satisfactory condition. If they are not removed within six months, these buildings will become property of the City. As is now the case with all new City leases, this lease agreement requires that The Guild Hall Society will be required to obtain a minimum \$5,000,000 liability insurance policy pursuant the City’s Lease, Encroachment and Property Use Policy.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-43, 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.

CITY OF WHITEHORSE
BYLAW 2024-43

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with **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:

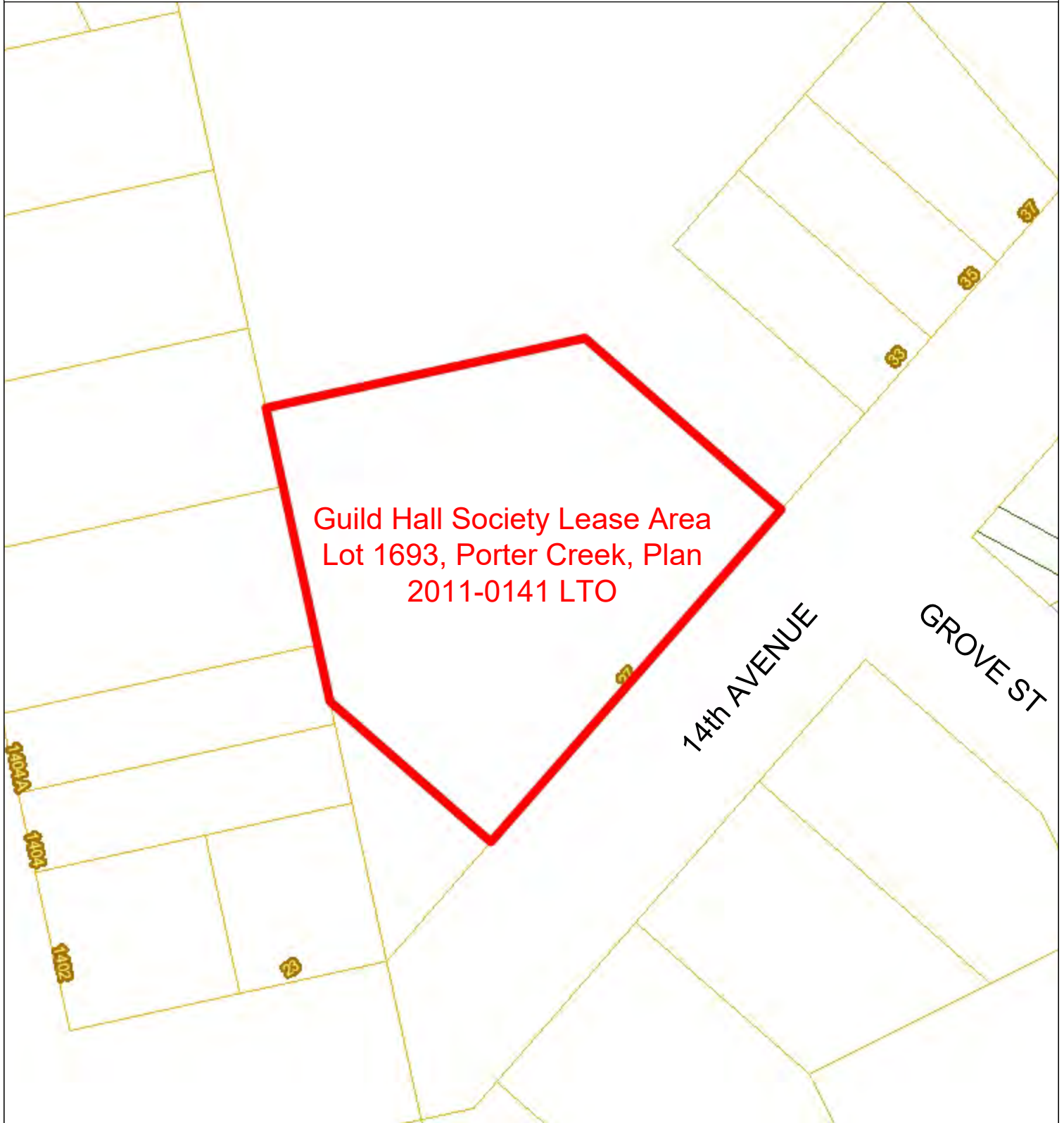
1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with The Guild Hall Society with respect to Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO, in the City of Whitehorse, comprising approximately 0.544 hectares in area, as shown 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:

Laura Cabott, Mayor


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 2nd day of March, 2024 to and including the 28th 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.

9.5 Notices

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

If to the Landlord:	<p>The City of Whitehorse 2121 Second Avenue Whitehorse, Yukon Territory Y1A 1C2</p> <p><u>Attention: Manager, Land & Building Services</u> land@whitehorse.ca</p>
If to the Tenant:	<p>The Guild Hall Society Attention: President #27 – 14th Avenue Whitehorse, Yukon Territory Y1A 5A7</p> <p>Telephone (867) 633-3550 Email Address: breagha.fraser@guildhall.ca ytguildhall@gmail.com</p>

A notice shall be deemed to have been received, if emailed, faxed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of internet connection, 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

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.**

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: August 20, 2024
RE: Subdivision Approval – Whistle Bend Phase 9

ISSUE

Re-approval of Subdivision approval, which lapsed for 8.3 ha of vacant Commissioner's land comprising phase nine of Whistle Bend.

REFERENCE

- [Municipal Act](#)
- [Zoning Bylaw 2012-20](#)
- [Subdivision Control Bylaw 2012-16](#)
- [Bylaw 2021-42 \(WB Ph 9 zoning approval\)](#)
- [Development Cost Charges Bylaw 2012-12](#)
- Subdivision Location Sketch (Attachment 1)
- Subdivision Sketches (Attachment 2)

HISTORY

This application mirrors the approved subdivision (S-03-2022) that was approved by council on July 25, 2022. The previously approved S-03-2022 has lapsed its one-year conditional approval per the Municipal Act, and subsequently is proposed to be re-approval by Council.

The concept for Whistle Bend was developed in 2006 and a master plan for the neighbourhood was approved in 2009 for the development of phases one through seven. In 2020, the City completed the planning and preliminary engineering work the remaining areas in Whistle Bend – Areas A, B and C – with Area C comprising the next four phases of development (8 -11).

As part of planning and development process for Whistle Bend, Council and Administration have issued a number of subdivision approvals between 2009 and 2018. The most recent Whistle Bend subdivision approval was issued December 2021 for phases seven and eight.

Administration bringing forward a phase nine plan of subdivision for Council approval. This subdivision approval is being proposed following approval of Bylaw 2021-42 to amend Zoning Bylaw 2012-20 for the phase nine. Approvals for subsequent phases of Whistle Bend will be brought forward for Council approval at a later date.

To ensure the continued development of the Whistle Bend Subdivision, YG is requesting approvals for phase nine of the neighbourhood. In accordance with the City's Subdivision Control Bylaw 2012-16, Council is the approving authority for subdivisions that result in the creation of six or more lots.

ALTERNATIVES

1. Approve the subdivision; or
2. Do not approve the subdivision.

ANALYSIS

Lot Layout and Design

The application area consists of approximately 8.3 ha of vacant Yukon Land. All of the proposed lots conform to the applicable zoning regulations of Zoning Bylaw 2012-20. The details of each phase are as follows:

	Phase 9
Single Family Lots	53 lots
Duplex Lots	28 lots
Townhouse Lots (fee simple)	8 lots
Townhouse Lots (condo)	9 lots (40-50 units)
Multiple Family Lots (RCM)	1 (11-23 units)
Total Lots	150 lots
Estimated Number of Units*	130 – 170 units

**Range in number of units is due to minimum and maximum density requirements in multiple family zones.*

Street naming was identified through the Whistle Bend Master Plan as shown on the application sketch. The theme for street names in Whistle Bend is northern steamships. Three new road names, Alert Avenue, Aurora Drive, and Hope Street, are proposed. Rampart Avenue extends into the subject area from Phases six and eight.

All lots created through the proposed subdivision approval will be accessed by way of a network originating from Whistle Bend Way and Casca Boulevard. The roads and lanes shall be constructed as per the specifications of the City's Servicing Standards Manual. All proposed development lots within the proposed subdivision area will be fully serviced.

Development Agreement

The previous development agreements between the City of Whitehorse and YG for other phases of Whistle Bend do not include the current application area. A new agreement will outline the development responsibilities of YG for this area in accordance with the Whistle Bend Master Plan, the Planning and Engineering Design Report for Whistle Bend Future Areas and Town Square, and applicable bylaws and legislation. The development agreement will also set out the engineering and development standards which are applicable to the subdivision area. Development Agreement Regulations Bylaw 2012-15 has delegated approval of development agreements to the Director of Development Services.

Public Use Land Dedication and Development Cost Charges (DCCs)

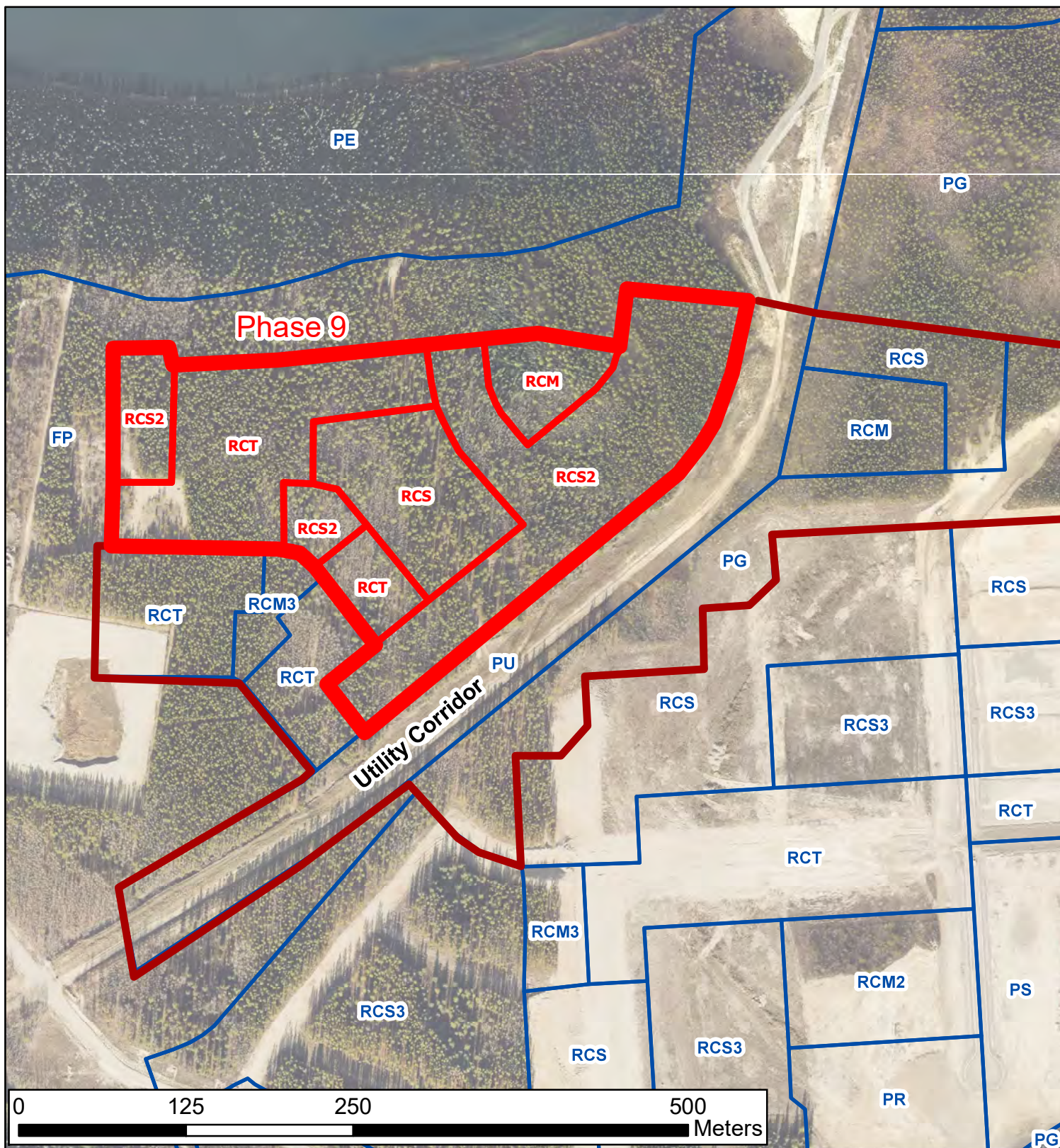
The proposed subdivision is subject to the Public Use Land Dedication requirements of Subdivision Control Bylaw 2012-16. The land dedication proposed through this subdivision will be deferred to future phase of Area C, which contains an approximately 1 ha park and larger greenbelt area. Approximately 30% of the total developed area (255 ha) of the complete Whistle Bend neighbourhood is dedicated to greenbelts and corridors.

Residential Development Cost Charges for the residential lots will be collected at the time of building permit application.

If the subdivision is not approved, there would be delays in construction and lot sales, resulting in significant economic impacts.

ADMINISTRATIVE RECOMMENDATION

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.



DATE:
August 20, 2024

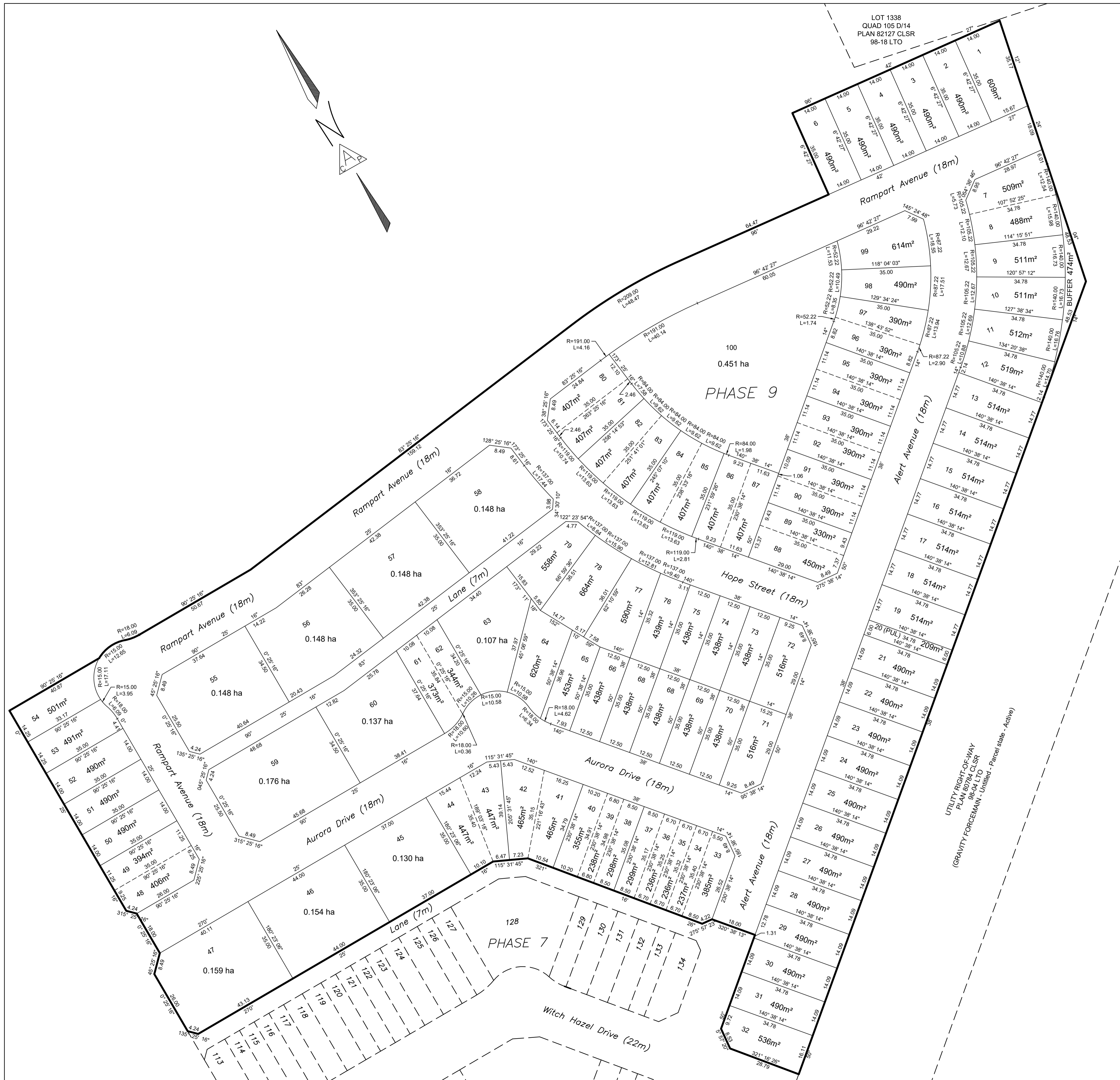
FILE NO:
S-07-2024

 Phase 9

CITY OF WHITEHORSE - SUBDIVISION LOCATION SKETCH

Subdivision Approval - Whistle Bend Phase 9
Re-approval of Subdivision approval, which lapsed for 8.3 ha of vacant Commissioner's land comprising phase nine of Whistle Bend





SUBDIVISION SKETCH OF
**PROPOSED LOTS 1 TO 100, BUFFER,
 ROADS AND LANE**

Consisting of 98 Lots, 1 PUL, 4 Roads and 1 Lane
 (COMPROMISING VACANT YUKON LAND)

**WHISTLE BEND SUBDIVISION
 PHASE 9
 CITY OF WHITEHORSE
 YUKON**

The plot size that will provide true scale and optimum readability for this plan is 609mm x 850mm.

- LEGEND :**
- Bearings are UTM Grid, and are referred to the central meridian of UTM Zone 8 (135° W).
 - Proposed subdivision dealt with by this plan bounded thus: ————
 - Distances shown are horizontal at general ground level and are expressed in metres.
 - L denotes arc length.
 - R denotes radius.
 - Chamfers are 6 metres for Roads and 3 metres for Lane.
 - Official lot numbers will be assigned once issued by the Surveyor General.
 - Lot lines and dimensions are subject to final legal survey.

- Drawing is based on new Whistle Bend Ground Datum:
- 1) Origin at Point 1
 - 2) No rotation
 - 3) CSF: 0.999492
 - 4) UTM N: 6737653.153 E: 494916.231 EL: 681.549
 - 5) Ground N: 150000 E: 50000 EL: 681.549

UTILITY RIGHT-OF-WAY
 PLAN 80784 CLSR
 98-04 LTO
 (GRAVITY FORCEMAIN - Unutilised - Parcel status - Active)

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: August 20, 2024
RE: Public Input Report – Conditional Use Application – 45 McCandless Crescent

ISSUE

Public input report for Conditional Use approval to allow supportive housing at 45 McCandless Crescent in McIntyre Subdivision.

REFERENCE

- [Zoning Bylaw 2012-20](#)
- Location sketch (Attachment 1)
- Site Plan and Building Face Plans (Attachment 2)

HISTORY

Following the demolition of a one-storey 92 m² residence owned by Kwanlin Dün First Nation (KDFN) at 45 McCandless Crescent, KDFN has proposed building a four-plex with a dedicated office space for an emergency caregiver programme that provides temporary, short-term accommodations aimed at child protection related matters.

Notification letters were sent to Government of Yukon Land Client Services, Kwanlin Dün First Nation and Ta'an Kwäch'än Council by e-mail. A notice of the proposed development was placed in the local newspapers on July 5, 2024.

A public input session was held on August 12, 2024. No submissions were received, and no one appeared to speak to this application.

ALTERNATIVES

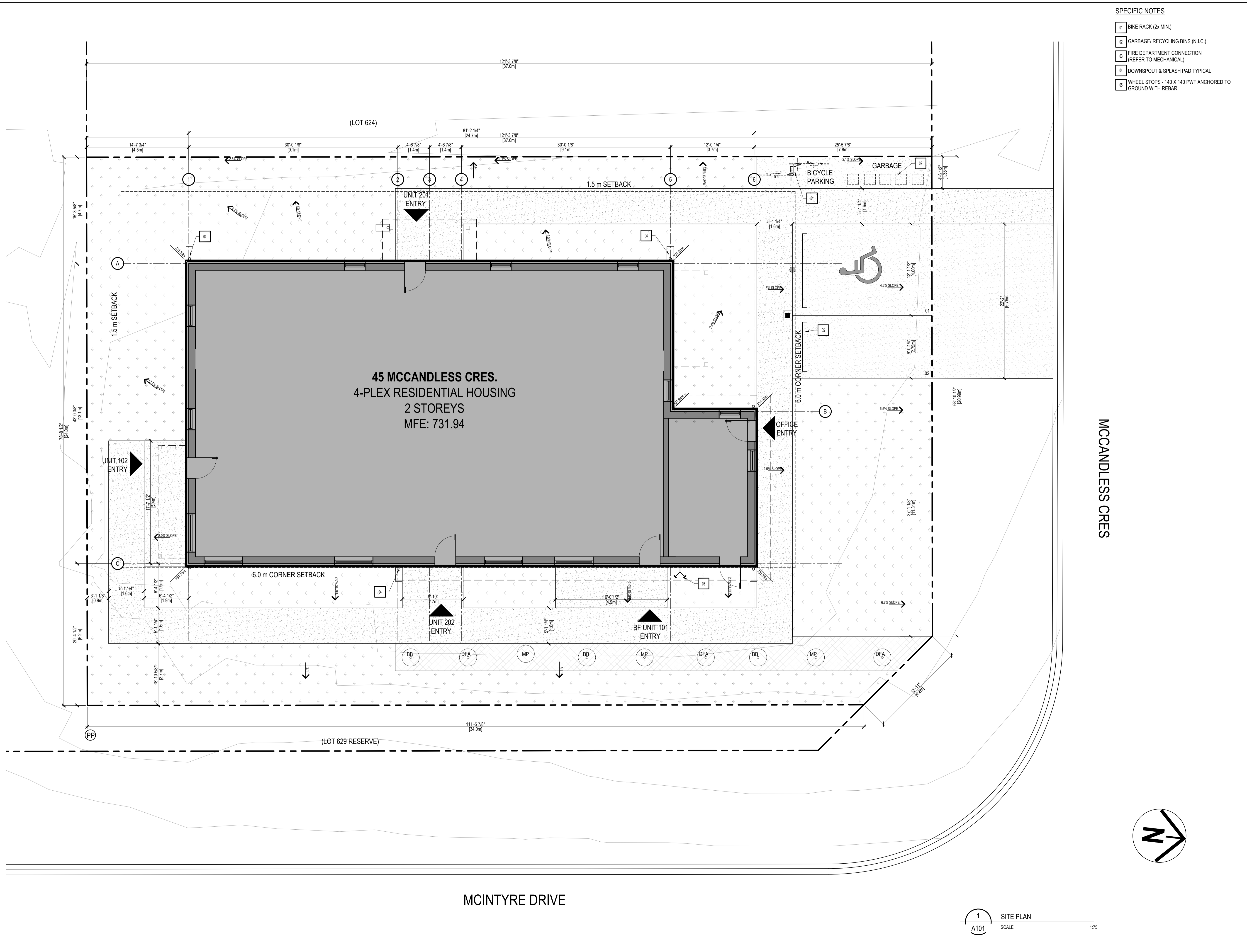
1. Approve the Conditional Use application; or
2. Do not approve the Conditional Use application.

ANALYSIS

No input was received, and no conditions are recommended for this application. All development will meet the regulations set out in the Zoning Bylaw.

ADMINISTRATIVE RECOMMENDATION

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



- SPECIFIC NOTES**
- 01 BIKE RACK (2x MIN)
 - 02 GARBAGE/ RECYCLING BINS (N.I.C.)
 - 03 FIRE DEPARTMENT CONNECTION (REFER TO MECHANICAL)
 - 04 DOWNSPOUT & SPLASH PAD TYPICAL
 - 05 WHEEL STOPS - 140 X 140 PWF ANCHORED TO GROUND WITH REBAR

- SITE PLAN LEGEND**
- [Symbol] GRAVEL DRIVEWAY
 - [Symbol] CONCRETE PATHWAY
 - [Symbol] 75mm MULCH/PLANTING
 - [Symbol] LAWN MIX
 - PROPERTY LINE
 - LINE OF ROOF ABOVE / STRUCTURE BELOW
 - LINE OF REQUIRED BUILDING SETBACK
 - 000.00 PROPOSED GRADE LEVEL
 - ▼ ENTRANCE/ EXIT
 - PARKING STALL ELECTRICAL OUTLET ON PEDESTAL (REFER TO ELECTRICAL)
 - PARKING STALL SIGNAGE (REFER TO A1.02)
- TREES, SHRUBS & GRASSES**
- MP MUGO PINE
 - BB BURNING BUSH
 - DFA DOUBLE FLOWERING ALMOND
 - BP PAPER BIRCH

45 MCCANDLESS CRES.
4-PLEX RESIDENTIAL HOUSING
2 STOREYS
MFE: 731.94

MCCANDLESS CRES

kobayashi+zedda

Phone 867 633 6874 | Fax 867 633 4602 | info@kza.yk.ca
 26 - 1114 Front Street, Whitehorse, YT, Y1A 1A3, CANADA

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#3 2024-04-19 ISSUE FOR CONSTRUCTION
 #2 2024-04-08 ISSUE FOR 95% REVIEW
 #1 2024-03-22 ISSUE FOR 65% REVIEW
 REVISION ISSUE SET

SHEET INITIATION

PROJECT
KDFN JUSTICE
4-PLEX

KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
 CLIENT KDFN JUSTICE

DRAWINGS
SITE PLAN PROJ. NORTH

DRAWN BY: NS CHECKED BY: SC FILE NAME: -DWG



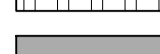


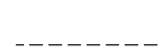

SHEET

A1.01

MCINTYRE DRIVE

1 SITE PLAN SCALE 1/75
 A101

EXTERIOR ELEVATION LEGEND

-  EXTERIOR FINISH TYPE 1: STANDING SEAM METAL ROOF AND CLADDING
-  EXTERIOR FINISH TYPE 2: CEMENTITIOUS PANEL WITH BOARD AND BATTEN BATTEN DISTANCE = 1'-0"
-  EXTERIOR FINISH TYPE 3: CEMENTITIOUS PANEL
-  RAILING GLASS
-  WALL / FLOOR / CEILING / FOUNDATION OUTLINE
-  DOOR / WINDOW TYPE
-  PROPOSED LEVEL

COLORS

- (A) WESTFORM PROLOCK 12" - CHARCOAL GREY
- (B) WOODSTONE RUSTIC SERIES PANELS OLD CHERRY
- (C) HARDIEPANEL VERTICAL SIDING SMOOTH COUNTRYLANE RED
- (D) HARDIE TRIM BOARD - IRON GRAY
- (E) PERFORATED VINYL SOFFIT - DARK GRAY
- ADJACENT FLASHING / J-TRIM TO MATCH SIDING COLOUR

SPECIFIC NOTES

- 01 PRE-FINISHED ALUMINUM RAILING - BLACK
- 02 WINDOW FRAME - BLACK
- 03 GALVALUME GUTTER AND DOWNSPOUT - DARK GREY
- 04 HRV EXHAUST & INTAKE DUCT PER MECH - BLACK
- 05 PANEL JOINT LINE - TRIM COLOUR TO MATCH PANEL COLOUR

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#2 2024-04-08 ISSUE FOR 95% REVIEW
#1 2024-03-22 ISSUE FOR 50% REVIEW
REVISION ISSUE SET

SHEET INITIATION

PROJECT
**KDFN JUSTICE
4-PLEX**

KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
CLIENT KDFN JUSTICE

DRAWINGS
EAST ELEVATION



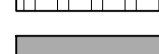


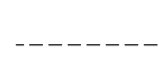

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SHEET
A4.01









1 EAST ELEVATION (MCINTYRE DRIVE)
A401 SCALE 1:50






EXTERIOR ELEVATION LEGEND

-  EXTERIOR FINISH TYPE 1: STANDING SEAM METAL ROOF AND CLADDING
-  EXTERIOR FINISH TYPE 2: CEMENTITIOUS PANEL WITH BOARD AND BATTEN BATTEN DISTANCE - 1'-0"
-  EXTERIOR FINISH TYPE 3: CEMENTITIOUS PANEL
-  RAILING GLASS
-  WALL / FLOOR / CEILING / FOUNDATION OUTLINE
-  DOOR / WINDOW TYPE
-  PROPOSED LEVEL

COLORS

-  (A) WESTFORM PROLOCK 12" - CHARCOAL GREY
-  (B) WOODSTONE RUSTIC SERIES PANELS OLD CHERRY
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-  (D) HARDIE TRIM BOARD - IRON GRAY
-  (E) PERFORATED VINYL SOFFIT - DARK GRAY
-  ADJACENT FLASHING / J-TRIM TO MATCH SIDING COLOUR

SPECIFIC NOTES

-  01 PRE-FINISHED ALUMINUM RAILING - BLACK
-  02 WINDOW FRAME - BLACK
-  03 GALVALUME GUTTER AND DOWNSPOUT - DARK GREY
-  04 HRV EXHAUST & INTAKE DUCT PER MECH - BLACK
-  05 PANEL JOINT LINE - TRIM COLOUR TO MATCH PANEL COLOUR

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#2 2024-04-08 ISSUE FOR 95% REVIEW
#1 2024-03-22 ISSUE FOR 50% REVIEW
REVISION ISSUE SET

SHEET INITIATION

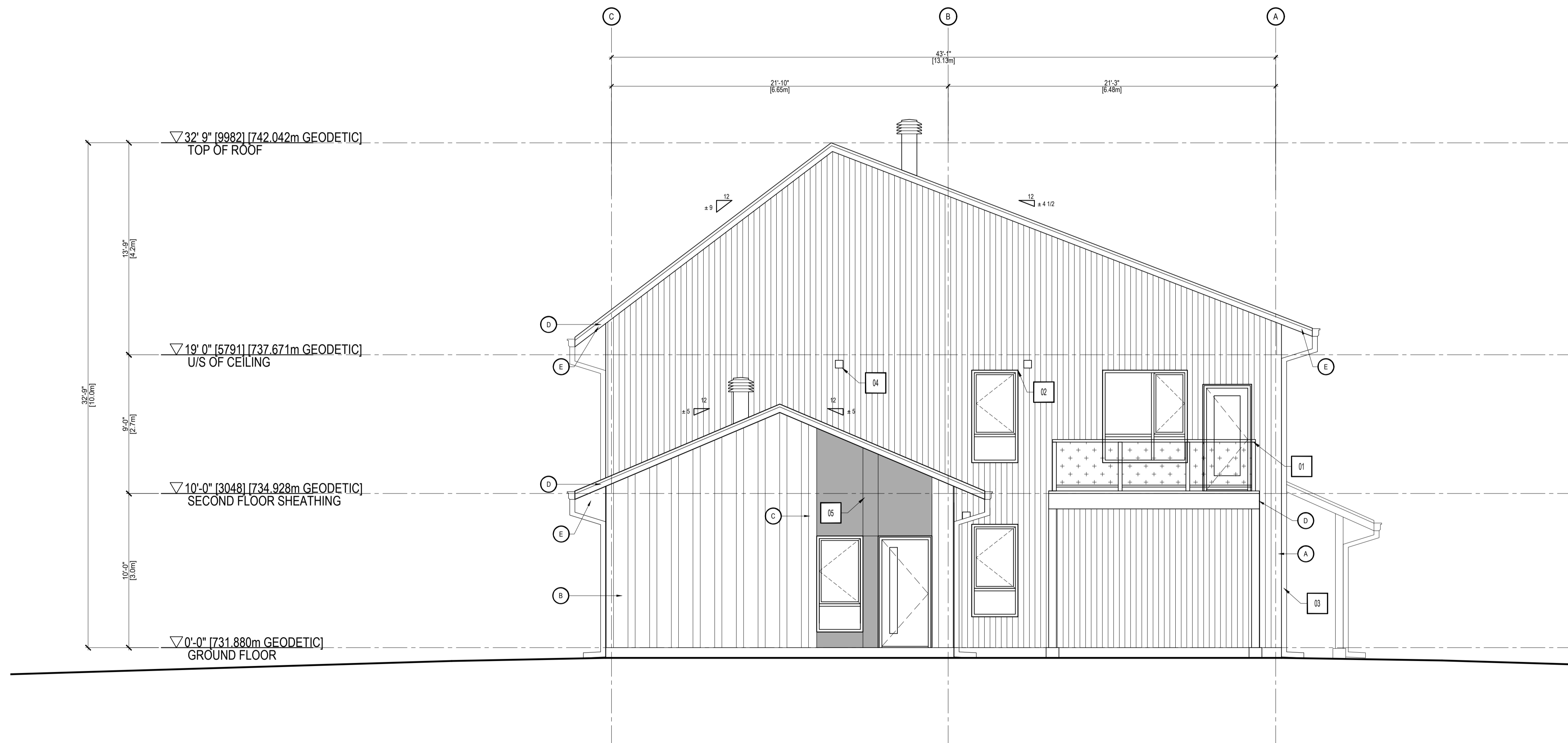
PROJECT
**KDFN JUSTICE
4-PLEX**

KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
CLIENT KDFN JUSTICE

DRAWINGS
NORTH ELEVATION



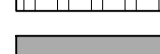


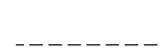

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SHEET
A4.02



1 NORTH ELEVATION (MCCANDLESS CRES)
A402 SCALE 1:50

EXTERIOR ELEVATION LEGEND

-  EXTERIOR FINISH TYPE 1: STANDING SEAM METAL ROOF AND CLADDING
-  EXTERIOR FINISH TYPE 2: CEMENTITIOUS PANEL WITH BOARD AND BATTEN BATTEN DISTANCE - 1'-0"
-  EXTERIOR FINISH TYPE 3: CEMENTITIOUS PANEL
-  RAILING GLASS
-  WALL / FLOOR / CEILING / FOUNDATION OUTLINE
-  DOOR / WINDOW TYPE
-  PROPOSED LEVEL

COLORS

- (A)** WESTFORM PROLOCK 12" - CHARCOAL GREY
- (B)** WOODSTONE RUSTIC SERIES PANELS OLD CHERRY
- (C)** HARDIEPANEL VERTICAL SIDING SMOOTH COUNTRYLANE RED
- (D)** HARDIE TRIM BOARD - IRON GRAY
- (E)** PERFORATED VINYL SOFFIT - DARK GRAY
- ADJACENT FLASHING / J-TRIM TO MATCH SIDING COLOUR

SPECIFIC NOTES

- 01** PRE-FINISHED ALUMINUM RAILING - BLACK
- 02** WINDOW FRAME - BLACK
- 03** GALVALUME GUTTER AND DOWNSPOUT - DARK GREY
- 04** HRV EXHAUST & INTAKE DUCT PER MECH. - BLACK
- 05** PANEL JOINT LINE - TRIM COLOUR TO MATCH PANEL COLOUR

kobayashi+zedda

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#1 2024-03-22 ISSUE FOR 65% REVIEW
REVISION ISSUE SET

SHEET INITIATION

PROJECT
**KDFN JUSTICE
4-PLEX**

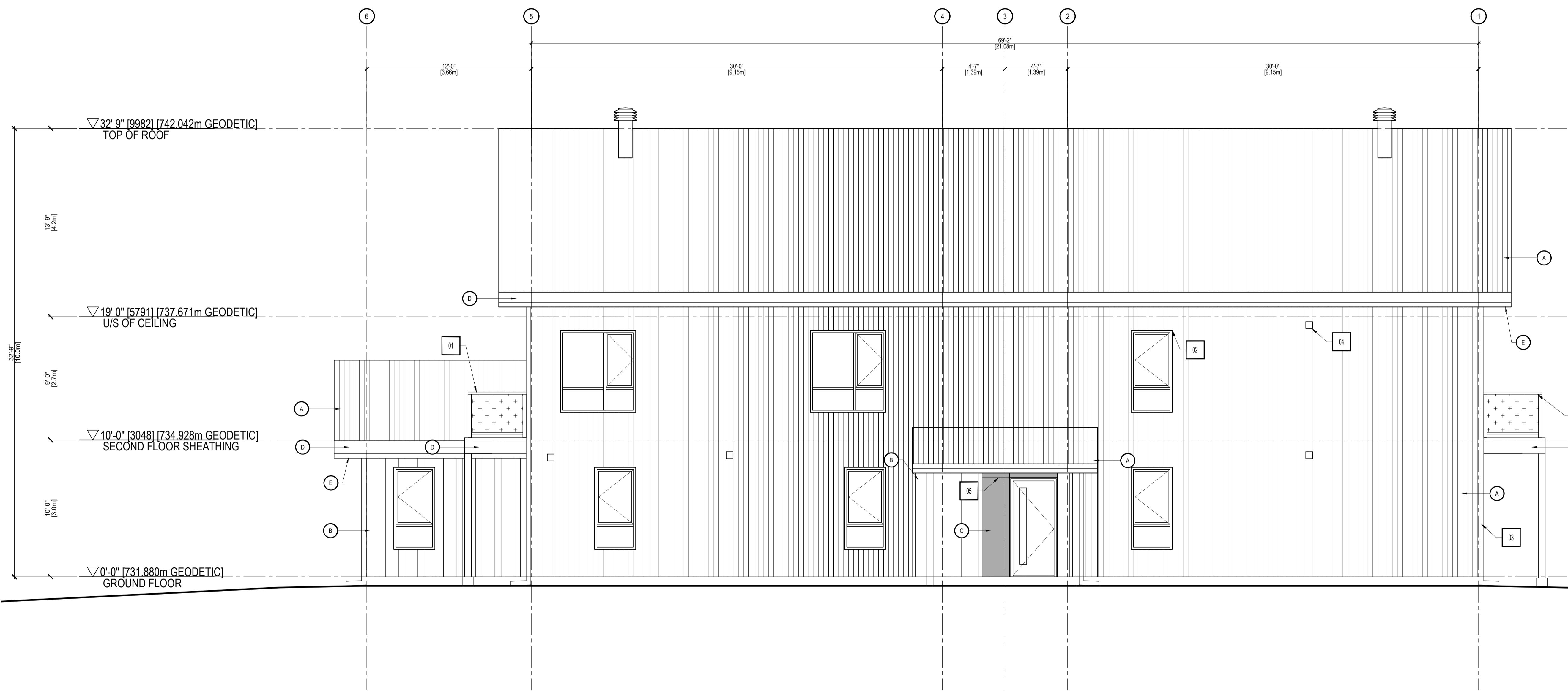
KZA PROJ. # 2023-49	LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
	CLIENT KDFN JUSTICE

DRAWINGS
WEST ELEVATION

DRAWN BY: NS CHECKED BY: SC FILE NAME: -DWG



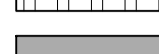

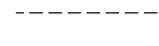
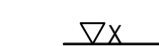
SHEET

A4.03



1 WEST ELEVATION
A403 SCALE 1:50

EXTERIOR ELEVATION LEGEND

-  EXTERIOR FINISH TYPE 1:
STANDING SEAM METAL ROOF AND CLADDING
-  EXTERIOR FINISH TYPE 2:
CEMENTITIOUS PANEL WITH BOARD AND BATTEN
BATTEN DISTANCE - 1'-0"
-  EXTERIOR FINISH TYPE 3:
CEMENTITIOUS PANEL
-  RAILING GLASS
- WALL / FLOOR / CEILING /
FOUNDATION OUTLINE
-  DOOR / WINDOW TYPE
-  PROPOSED LEVEL

COLORS

- (A) WESTFORM PROLOCK 12" - CHARCOAL GREY
- (B) WOODSTONE RUSTIC SERIES PANELS OLD CHERRY
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- (D) HARDIE TRIM BOARD - IRON GRAY
- (E) PERFORATED VINYL SOFFIT - DARK GRAY
- ADJACENT FLASHING / J-TRIM TO MATCH SIDING COLOUR

SPECIFIC NOTES

- 01 PRE-FINISHED ALUMINUM RAILING - BLACK
- 02 WINDOW FRAME - BLACK
- 03 GALVALUME GUTTER AND DOWNSPOUT - DARK GREY
- 04 HRV EXHAUST & INTAKE DUCT PER MECH - BLACK
- 05 PANEL JOINT LINE - TRIM COLOUR TO MATCH PANEL COLOUR

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#1 2024-03-22 ISSUE FOR 50% REVIEW
REVISION ISSUE SET

SHEET INITIATION

PROJECT
**KDFN JUSTICE
4-PLEX**

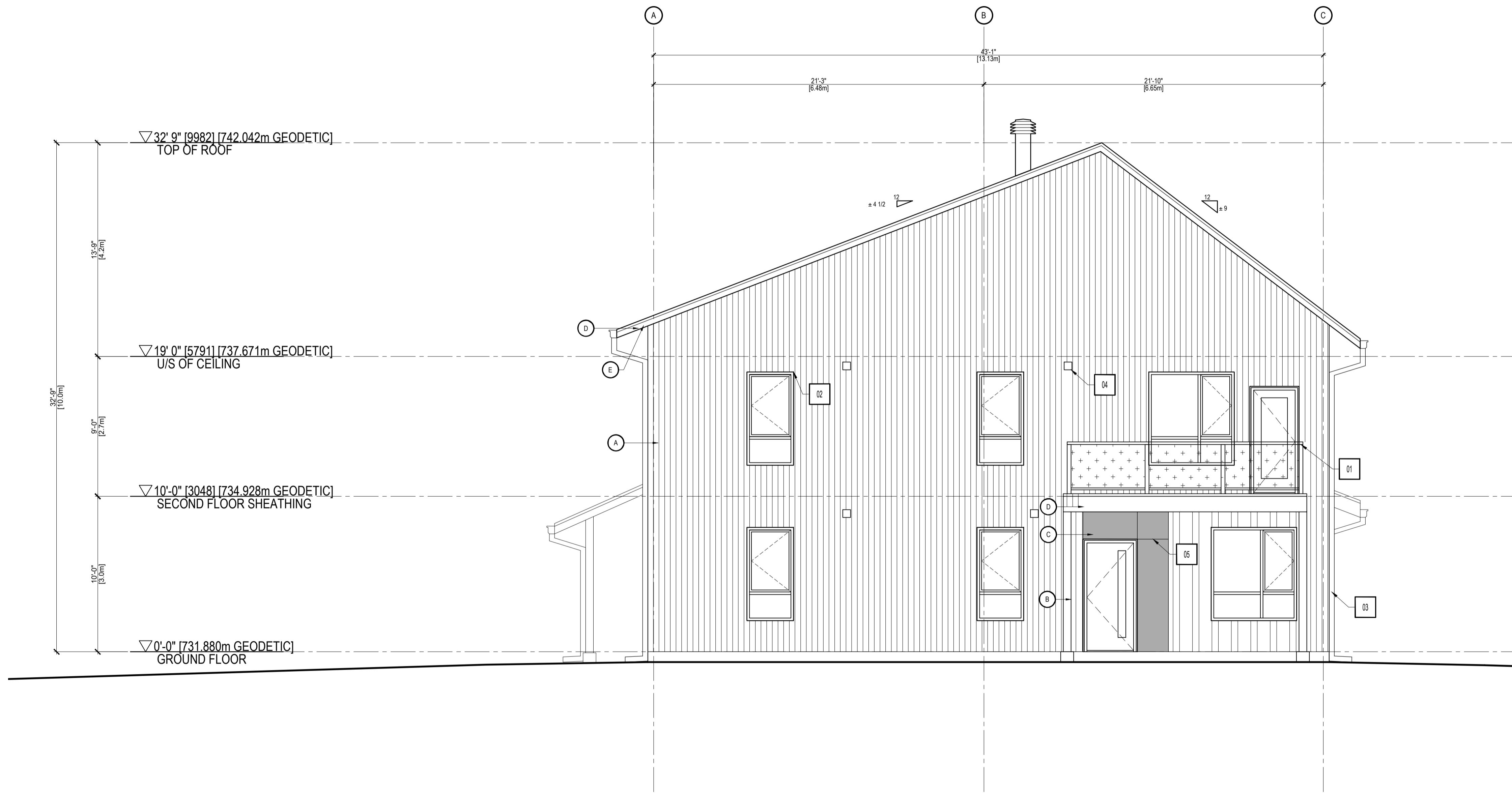
KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
CLIENT KDFN JUSTICE

DRAWINGS
SOUTH ELEVATION

DRAWN BY: NS CHECKED BY: SC FILE NAME: -DWG

SHEET

A4.04



1 SOUTH ELEVATION
A404 SCALE 1:50

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: August 20, 2024
RE: Zoning Amendment – Hyatt Place Hotel

ISSUE

An application to amend the zoning of 505, 507, 509, and 511 Main Street, from CC – Core Commercial to CCx – Core Commercial (modified), to reduce the number of required off-street parking spaces.

REFERENCE

- [Fees and Charges Bylaw 2024-24](#)
- [Whitehorse 2040 Official Community Plan](#)
- [2020 Trail Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Zoning Bylaw Rewrite - Round 1 Engagement Summary](#)
- [2019 Downtown Parking Management Plan](#)
- [2024 Transportation Master Plan](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2024-46 (Attachment 2)

HISTORY

An application was received to rezone the site of the Hyatt Place Hotel that is currently under construction, from CC – Core Commercial to CCx – Core Commercial (modified) to reduce the number of required off-street parking spaces. The applicant is seeking a special modification to reduce the parking requirement from one parking space per 150 m² to one parking space per 300 m².

The applicant received a development permit with conditions on July 14, 2023 for the Hyatt Place Hotel development. The permit requires a total of 72 off-street parking spaces, of which 47 parking spaces are for the Hyatt Place Hotel and 25 parking spaces are for the Best Western Gold Rush Inn. The Best Western Gold Rush Inn's parking spaces were removed in order to construct the new Hyatt Place Hotel and therefore those parking spaces must be replaced.

If Council were to approve this Zoning Bylaw amendment, and reduce the parking requirement from one parking space per 150 m² per Zoning Bylaw regulation 7.3.7 b) to one parking space per 300 m², a total of 48 parking spaces would be required for this development as opposed to 72 parking spaces (Table 1). As the developer intends to provide 43 off-street parking spaces, this would leave five outstanding parking spaces if this amendment were approved as opposed to 29.

Cash in-lieu can be paid for the outstanding parking spaces in accordance with section 7.3.7 c) of the Zoning Bylaw at the rate of \$18,706 per parking space. If this amendment were approved, it would reduce the cash in lieu cost by \$448,944.

On April 24, 2024, the zoning amendment application was reviewed by the Development Review Committee (DRC). DRC noted that snow removal operations are already difficult in the area due to on-street parking and that a reduction in off-street parking requirements for this development would likely exacerbate the issue.

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	August 20, 2024
First Reading:	August 26, 2024
Newspaper Ads:	October 18 and October 25, 2024
Public Hearing:	November 12, 2024
Report to Committee:	December 2, 2024
Second and Third Reading:	December 9, 2024

TABLE 1. Comparison of current parking requirements and proposed parking requirements.

	1 parking space per 150 m ²	1 parking space per 300 m ²
NUMBER OF PARKING SPACES REQUIRED *	72	48
NUMBER OF PARKING SPACES OUTSTANDING	29	5
TOTAL CASH IN LIEU	\$542,474	\$93,530
* Includes the 25 parking spaces required for the Best Western Gold Rush Inn		

*This schedule has been adjusted to push the public hearing past the municipal election so that the council holding the public hearing will be the same council that would consider approval of the amendment.

ALTERNATIVES

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

ANALYSIS

Site Context

The subject site is located on the southeast corner of Main Street and 6th Avenue in Downtown. The Hyatt Place Hotel is currently under construction on the subject site with an anticipated completion scheduled for early 2025. The area immediately to the east, west, and north of the subject site is also zoned CC, and the area to the south is zoned CM2x(h)-Mixed Use Commercial 2 (modified) and PS-Public Service.

Existing uses on surrounding properties include a Royal Canadian Mounted Police building to the south, a church to the west, residential and office uses to the northwest, and commercial uses to the north and east. Hotel use will likely increase overnight parking demand which is complimentary to the parking demand for the eating and drinking establishment and retail service uses on the other side of Main Street and the office use to the northwest, which typically have more day time parking demand. However the subject hotel will not be complimentary in terms of parking demand to the adjacent hotel use or the residential uses as they also create overnight parking demand.

2040 Official Community Plan

The subject site is designated as Mixed Use – Downtown Core in the OCP. The Mixed Use – Downtown Core area is intended to accommodate a range of live, work, learn, and play opportunities. Per OCP policy 8.35 i, the City will consider the reduction of parking requirements for developments located near active transportation and transit routes in order to facilitate the intensification of uses in the Downtown. Further more, personal vehicles are listed at the bottom of the hierarchy of transportation modes per OCP policy 11.2 and the City will encourage a shift towards increased use of active and shared transportation modes per OCP policy 11.7.

The subject site is located in close proximity to public transit routes. It is located approximately 200 m from the closest bus stop, which is serviced by Route 101 that goes to the Airport. Several other bus routes are available from City Hall which is approximately 500 m from the subject site. There are also several active transportation routes in close proximity to the subject site, including painted bicycle lanes along 4th Avenue and 6th Avenue, the Airport Perimeter Trail connected to Downtown by the Black Street Stairs, and the Riverfront Trail.

Administration considers the subject site to be in close proximity to active and public transportation modes and therefore a reduction in parking requirements can be considered per OCP policy 8.35 i. The subject development is anticipated to provide 15 class 1 bicycle parking stalls and 2 class 2 bicycle parking stalls which will support active transportation modes.

Zoning Bylaw

The purpose of the CC zone is to provide for core commercial activity that is vibrant and pedestrian-oriented with a mix of commercial, residential, and institutional uses. The principal uses in the CC zone are primarily open to the public and intended to generate high pedestrian traffic.

Commercial parking requirements for hotels are one space per 100 m². However per Zoning Bylaw regulation 7.3.7 b), in Downtown the minimum parking requirement for non-residential uses in several zones, including the CC zone, is one parking space per 150 m². Therefore the subject site is already benefiting from a reduced parking requirement due to its location in Downtown.

Furthermore, parking requirements are being reviewed as part of the Zoning Bylaw Rewrite project. A survey released in November 2023 as part of the project revealed that 45 per cent of respondents wanted off-street parking requirements reduced or removed in general, with many respondents noting Downtown as a specific area where requirements should be reduced or removed.

Additionally, 50 per cent of respondents said that the City should consider relaxing parking requirements if additional amenities, such as more bicycle parking, indoor bicycle parking, or electric vehicles chargers, are provided.

While there appears to be public support for a removal or reduction in minimum off-street parking requirements, to what extent and in what zones the requirements should be reduced is still being investigated through the Zoning Bylaw Rewrite project.

2019 Downtown Parking Management Plan and 2024 Transportation Master Plan

Parking should be managed to optimize supply with demand. Complimentary land uses, such as residential and office for example, may have net neutral impacts on the overall Downtown parking demand as their respective peak parking demand periods have limited overlap.

As part of the 2019 Downtown Parking Management Plan, on-street and off-street parking demand and supply data was collected to evaluate parking occupancy levels across Downtown. When data was collected in 2018, there was low on-street parking occupancy (0-49%) and moderate off-site parking occupancy (50%-84.9%) on the subject site block, including the portion of Main Street in front of the subject site.

Although on-street parking demand near the subject site is low, parking demand is anticipated to increase overall in Downtown as new developments occur. At the same time, reliance on personal vehicles is expected to change as more travel options become available to residents and visitors. While vehicular travel will likely continue to be the dominant travel mode, the successful implementation of various City strategies should decrease that modal share.

Parking Development Reserve Fund

The Parking Development Reserve Fund is the City fund that provides capital for parking-related infrastructure improvements. Cash-in-lieu of parking is deposited into this Fund. Cash in-lieu of parking contributions are a way to fund public parking facilities in order to alleviate parking demand potentially caused by not providing enough on-site parking spaces. A reduction in the on-site parking requirements will however result in a reduction of cash-in-lieu and will therefore potentially increase on-street parking demand while also restricting the City's ability to mitigate the impacts due to receiving less cash-in-lieu.

Snow and Ice Removal Pilot Project

In 2024, as approved by Council Transportation Services will begin a pilot project to temporarily ban overnight parking 1-2 times a week, as required on Main Street, 2nd avenue and 4th avenue. This will require on-street parking to be prohibited over night to allow crews to complete the removal. By allowing less off-street parking, even more people will park on the street, increasing the incidences where cars will need to be towed or worked around which increases the time for the snow removal to be completed and/or not completed if cars are not removed.

Other Parking Fees

The applicant is also subject to monthly parking fees related to the removal of on-street parking spaces on Main Street to facilitate the construction of the Hyatt Hotel development.

Conclusion

Encouraging the redevelopment of underutilized sites in the Downtown with high density developments and uses that support the vibrancy of Downtown has many benefits. However, the required number of parking spaces can restrict underutilized lots from being developed to their highest and best use.

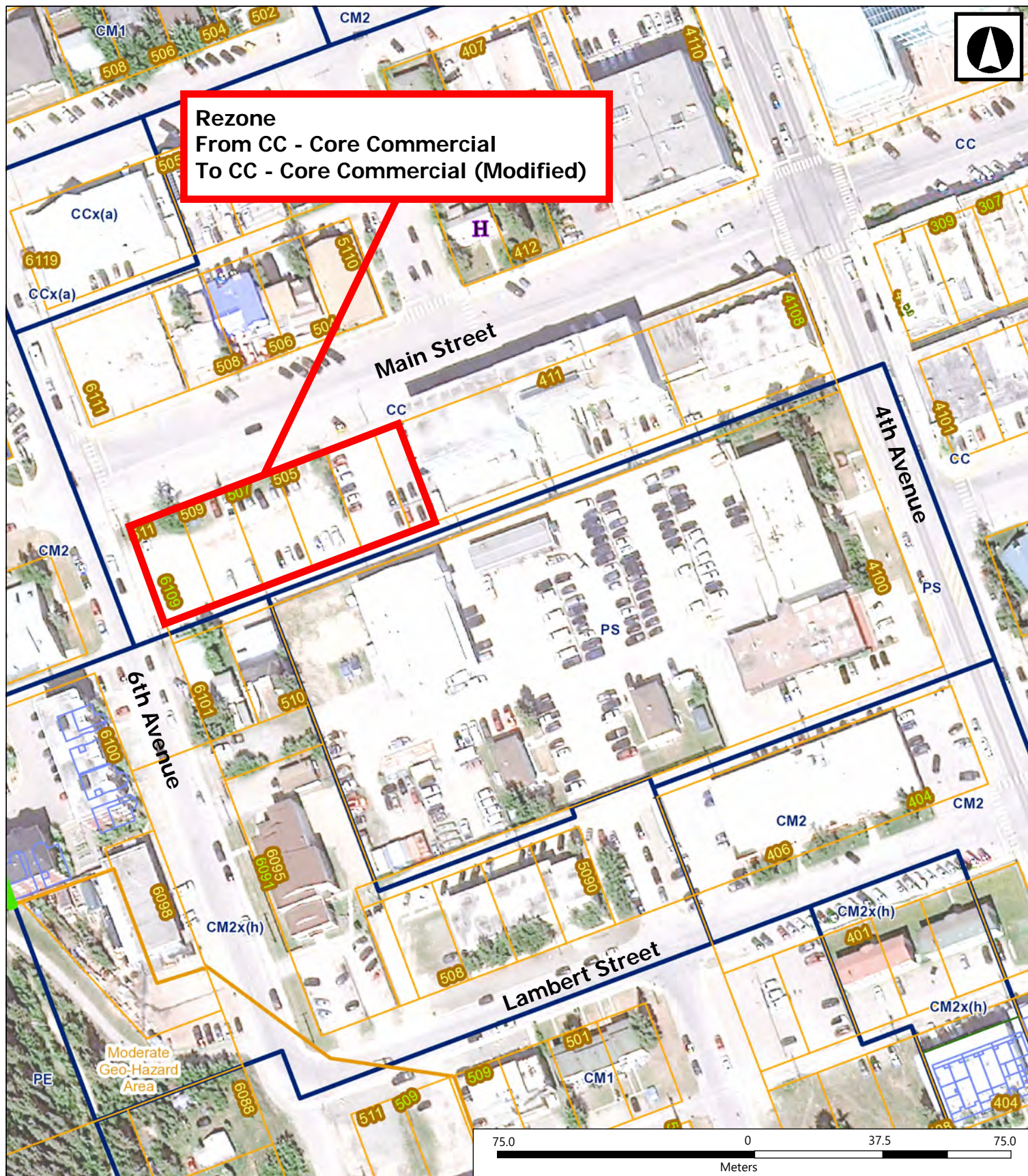
The Zoning Bylaw does already provide a reduction in parking requirements for the subject site due to its location in Downtown. The Zoning Bylaw Rewrite project is an appropriate process to consider further parking requirement reductions which would apply to all properties within a zone or prescribed area. Allowing a reduction in parking requirements prior to the Zoning Bylaw Rewrite may be premature.

ADMINISTRATIVE RECOMMENDATION

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, not be brought forward for consideration under the bylaw process.



**Rezone
From CC - Core Commercial
To CCx - Core Commercial (Modified)**



SCALE:
1:1,500

DATE:
August 20, 2024

FILE:
Z-06-2024

CITY OF WHITEHORSE - PLANNING & SUSTAINABILITY SERVICES

Proposed Bylaw 2024-46

An Bylaw to amend the zoning of 505, 507, 509, 511 Main Street from CC – Core Commercial to CCx – Core Commercial (Modified).



CITY OF WHITEHORSE
BYLAW 2024-46

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to 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 m² 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:

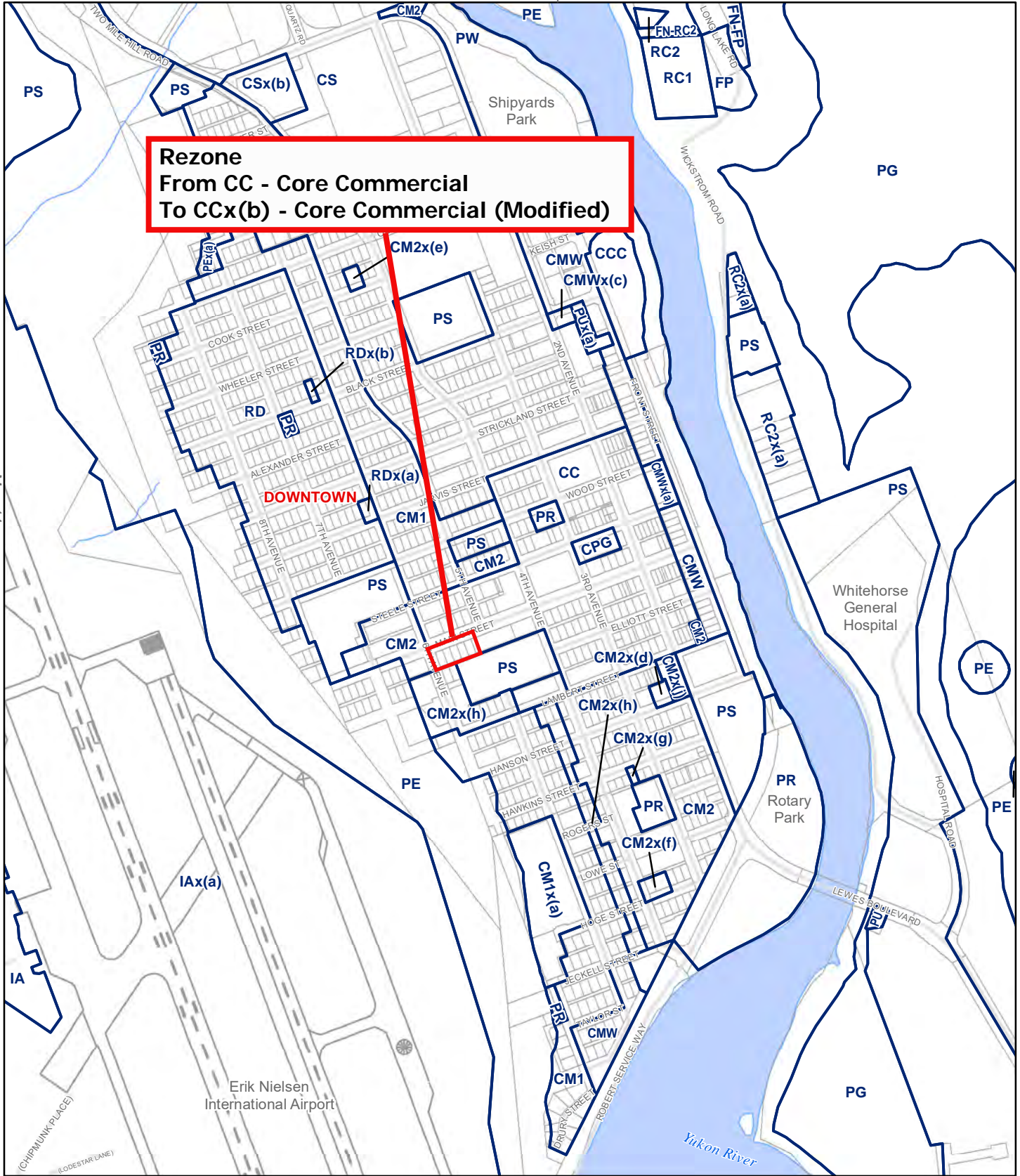
SECOND READING:

THIRD READING and ADOPTION:

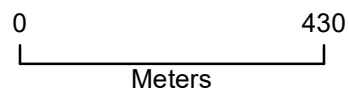
Laura Cabott, Mayor

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
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Mellisa Murray

August 20, 2024

Meeting #2024-16

-
1. Rental/Supportive Housing Incentive Application – 1302 Centennial Street
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
 2. New Business

ADMINISTRATIVE REPORT

TO: Development Services Committee
FROM: Administration
DATE: August 20, 2024
RE: Development Incentive Agreement – 1302 Centennial Street

ISSUE

Housing Development Incentive application for a 10-unit rental housing development.

REFERENCE

- [Housing Development Incentives Policy](#)
- [City Grant-Making Policy](#)

HISTORY

The City has received an application for a Housing Development Incentive related to a rental housing development located at 1302 Centennial Street in Porter Creek. This development meets the criteria for the rental and supportive incentive as set out in the new Housing Development Incentives Policy. As per the policy, Administration is bringing the application forward for Council approval.

In response to Council's strategic priorities on housing, the updated policy is aimed at providing assistance to rental and supportive housing projects, as well as developments undertaken by non-government or non-profit organizations. Under this policy, developments that meet the rental or supportive housing criteria are eligible for a reduction of Development Cost Charges (DCCs) and a yearly monetary grant from the City. The value of the grant is \$2,000 per unit, to a maximum of \$60,000 annually.

Per the Policy, a combined maximum of \$500,000 (DCC reduction value plus annual grants) and is authorized through a development incentive agreement with Council.

ALTERNATIVES

1. Approve the Rental and Supportive Housing Development Incentive application; or
2. Refer the application back to Administration.

ANALYSIS

Project Details

The proponent has provided appropriate site plans and construction drawings and has been issued a Development Permit for the project. The development consists of a two storey, 10-unit residential building. There are five 2-bedroom units proposed on the main floor and five 2-bedroom units proposed on the second floor. Building construction would be completed in mid-2025.

This project conforms to all City zoning regulations and meets the criteria for a Rental and Supportive Housing Development Incentive.

Financial Impact to the City

If Council approves the incentives application as presented, the value of the incentive for this project would be:

- DCC Reduction – \$21,850
- Annual Grant – \$20,000 (\$2,000 x 10 units)
- Total Grant – \$200,000 over 10 years
- Total Incentive Value – \$221,850

Grant payments would begin one year after occupancy is issued for all eligible units, which is currently expected in 2025.

Based on a suggested program budget of \$650,000, the forecast of funding commitments under the program is estimated at:

Year	2025	2026	2027	2028	2029
Currently Approved /pending	\$382,855	\$481,140	\$566,355	\$452,275	\$429,705
Including 1302 Centennial	\$382,855	\$501,140	\$586,355	\$472,275	\$449,705

The proposed incentive meets the terms of the updated City Grant-Making Policy.

Housing Development Incentive Agreement

The Development Incentive Agreement lists the maximum value of the incentive as \$500,000, which includes both the reduction in DCCs and annual grants, the timeline for the grant payments, specifies that the building must be operated as rental housing for a minimum of 10 years, and that the property may not be used for short-term rentals, or the proponent will be required to repay the City for all grants disbursed. Other conditions that the developer/property owner must meet to remain eligible for the grants are also specified.

The applicant has agreed to the terms of the Agreement.

ADMINISTRATIVE RECOMMENDATION

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

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Jocelyn Curteanu

Vice-Chair: Michelle Friesen

August 20, 2024

Meeting #2024-16

-
1. Waste Management Bylaw Amendment
Presented by Ira Webb, Manager, Waste and Water Services
 2. New Business

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 20, 2024
RE: Waste Management Bylaw Amendment

ISSUE

Waste Management Bylaw amendments are required to facilitate a curbside recycling program and collection depot.

REFERENCE

- [Waste Management Bylaw 2018-05](#)
- [Extended Producer Responsibility Regulation O.I.C. 2024/19](#)
- Proposed Bylaw 2024-39 (Attachment 1)

HISTORY

Earlier this year, Council approved implementation of a temporary City curbside recycling program and a temporary recycling depot to bridge recycling services until a new program is established under the Extended Producer Responsibility (EPR) Regulation (anticipated December 2025). In order to facilitate delivery of the curbside program and collection depot, amendments to the Waste Management Bylaw are required to reflect the new services being implemented.

ALTERNATIVES

1. Amend the Waste Management Bylaw as recommended; or
2. Refer the matter back to Administration.

ANALYSIS

The current Waste Management Bylaw does not expressly include for the provision of a curbside collection program or collection depot for recyclables. In order to facilitate this new program, language must be updated and references to new services included in the bylaw. Highlights of the proposed changes include:

- Updating the definition of “cart” to include “container” as an acceptable collection receptacle;
- Reference requirements for Recyclable Waste;
- Update Schedule “C” Recyclable Waste based on the new EPR Regulation.

ADMINISTRATIVE RECOMMENDATION

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

CITY OF WHITEHORSE
BYLAW 2024-39

A bylaw to amend Waste Management Bylaw 2018-05.

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:

Laura Cabott, Mayor

Corporate Services

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

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Kirk Cameron

Vice-Chair: Ted Laking

August 20, 2024

Meeting #2024-16

-
1. New Business

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



Chair: Mellisa Murray

Vice-Chair: Kirk Cameron

August 20, 2024

Meeting #2024-16

-
1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Ted Laking

Vice-Chair: Jocelyn Curteanu

August 20, 2024

Meeting #2024-16

-
1. Fees and Charges Amendment – Recycling
Presented by Ira Webb, Manager, Water and Waste Services
 2. Fees and Charges Amendment – Street Occupancy Permits
Presented by Taylor Eshpeter, Manager, Engineering Services
 3. Strategic Priorities Update – For Information Only
Presented by Jeff O’Farrell, City Manager
 4. New Business

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 20, 2024
RE: Fees and Charges Amendment – Recycling

ISSUE

Fees and Charges Bylaw amendments to support the implementation of a temporary fee-for-service recycling drop-off depot and temporary fee-for-service curbside recycling program.

REFERENCE

- [Waste Management Bylaw 2018-05](#)
- [Fees and Charges Bylaw 2014-36](#)
- [Environment Act Extended Producer Responsibility Regulation O.I.C. 2024/19](#)
- Proposed Bylaw 2024-37 (Attachment 1)

HISTORY

On May 21, Council approved Administration to establish a temporary recycling depot to be funded via user fees paid at the time of drop-off until a new depot is established by a Producer Responsibility Organization (PRO) under the Extended Producer Responsibility (EPR) Regulation. On July 8, Council also approved implementation of a temporary City curbside recycling program to establish curbside collection services prior to EPR implementation. Yukon Government (YG) has committed to funding 50% of the collection costs of a curbside program to a maximum of \$827,000/year for two years. YG will also continue to pay Diversion Credits for processing of curbside materials to the processing facility directly, with the remaining collection costs of a curbside program funded via an increase to residential curbside collection rates.

ALTERNATIVES

1. Amend the Fees and Charges Bylaw as recommended; or
2. Refer the matter back to Administration.

ANALYSIS

Depot Fees

Based on staffing requirements and estimates of tonnages to be received at a temporary depot, Administration is proposing to implement a fee of \$1.00 per bag or container (up to 90L) of recyclables. Given there is limited data on how much material will be brought to the depot and how frequently, rates may or may not cover the full cost of providing services. Following four months of operation, these rates will be reassessed relative to actual visits and tonnages received and if necessary, adjusted as part of the annual budgeting process.

Curbside Fees

Procurement for curbside recycling services closed on August 12. Based on the successful proponent's submission, the monthly cost for provision of collection services is \$25/month per household. Given that 50% of this cost will be funded by Yukon Government through a

Transfer Payment Agreement, residential curbside collection fees must be increased by \$12.50/month per household to cover the remaining program cost for collection. Per dwelling unit curbside collection fees will increase from \$14.80 per month for two stream (waste & organics) collection to \$27.30 per month for three stream (waste, organics, recycling) collection. Administration is currently working with Yukon Government to develop a TPA for 50% of collection costs.

Fees established for depot and curbside recycling services are only intended to fund these programs until permanent collection systems are established under EPR. The PRO responsible for packaging and paper products is currently developing its stewardship plan outlining how it intends to meet its obligation under the regulation. This PRO will be required to provide both depot and curbside services as part of its stewardship program once the regulations come into effect. Once this occurs, both the monthly fee for curbside collection of recyclables and the drop-off fee for the depot would be reduced or eliminated

ADMINISTRATIVE RECOMMENDATION

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.

CITY OF WHITEHORSE
BYLAW 2024-37

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 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:

Laura Cabott, Mayor

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	Curbside Collection	Eligible premises - garbage, organics and recycling biweekly collection		per dwelling unit/month	\$ 14.80	1-Jan-24	no gst	\$ 27.30	1-Dec-24	no gst
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	Recyclable Waste	Recyclable materials - per bag/container (max 90L) or equivalent volume	Packaging and paper products; no glass or polystyrene	per bag	\$ -	-	-	\$ 1.00	10-Sep-24	no gst
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

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 20, 2024
RE: Fees and Charges Amendment – Street Occupancy Permits

ISSUE

Amendments to the Fees and Charges Bylaw for fees related to Street Occupancy Permits.

REFERENCE

- [Fees and Charges Bylaw 2014-36](#)
- [Construction or Storage Road Closure Bylaw 99-72](#)
- Proposed Bylaw 2024-38 (Attachment 1)

HISTORY

The City's Construction or Storage Road Closure Bylaw regulates activities within the City's road right-of-way and requires a person to apply for a Street Occupancy Permit (SOP) for activities related to construction or storage. Administration has completed a detailed review of the SOP process to modernize the permit with the following objectives:

- **Better align fees:** Adjust fees to reflect the level of effort required to process and administer permits more accurately.
- **Improve Traffic Control Plans:** Increase the quality of traffic control plans submitted, particularly for complex road closures, to minimize administrative workload and expedite approval.
- **Minimize Disruptions and improve accessibility:** Discourage extended sidewalk closures to reduce the impact on residents and ensure quicker access to public areas and ensure accessibility considerations are accounted for.
- **Streamline Processing:** Implement a more efficient permit processing systems to reduce turnaround times and improve overall service delivery. Within the next capital budget period (2025-2028) Engineering will develop and implement a website self-service tool to further streamline the process.
- **Ensure Compliance:** Strengthen mechanism to ensure that permit conditions are met and enforce penalties for non-compliance to maintain safety and order in road usage.

ALTERNATIVES

1. Bring forward a bylaw to amend the Fees and Charges Bylaw as recommended; or
2. Refer the proposed changes back to Administration.

ANALYSIS

To achieve the objectives stated above, Administration is proposing the following changes to the SOP:

- Increase Base Fees from:
 - \$35 for less than one week to \$50 for less than one week
 - \$50 for less than one month to \$75 for less than one month
 - \$100 per month for greater than one month to \$200 per month for greater than one month
- Introducing a new fee for the requirement of engineered traffic control plans for lane closures on busy roads including:
 - Category 1 fee → \$25
 - Category 2 fee → \$100
 - Category 3 fee → \$200

The category of traffic control plans is correlated with the level of complexity and volume of traffic of the roadway, with a Category 3 being the most complex and highest traffic volume. The level of effort for the City to review and approve traffic control plans for a busy roadway such as 2nd Avenue is substantial, often requiring multiple reviews, field visits, and adjustments during implementation. The requirement for engineered traffic control plans will improve the quality of the submissions and reduce the level of effort to review these plan. The proposed fees account for the anticipated improvement in quality of submissions.

- Introduction of a sidewalk closure fee:
 - \$100 per week

Sidewalk closures in Downtown areas will only be approved if there are no other feasible options for creating a detour or covered walkway. This will reduce impacts on the pedestrian network due to construction activities, and maintain accessibility in the downtown area. Projects will be required to provide clear, timely signage and communication about the alternate routes. Evaluations will be conducted to assess the effectiveness of the detour plans and make necessary adjustments, ensuring that the downtown remain navigable.

ADMINISTRATIVE RECOMMENDATION

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.

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:

Laura Cabott, Mayor

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

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 20, 2024
RE: Strategic Priorities Update – For Information Only

ISSUE

Reporting on progress towards Council's Strategic Priorities.

REFERENCE

- [Whitehorse Strategic Priorities 2022 - 2024](#)
- 2022 - 2024 Council Strategic Priorities (status as of July 2024) (Attachment 1)

HISTORY

In April 2022, Council adopted a set of Strategic Priorities to guide corporate progress over the term of Council.

The priorities focus on Housing & Development, Engagement & Collaboration, Inclusivity, Accessibility & Diversity, Community Safety, Climate Change & Adaptation, and Service Excellence.

Within each of the priorities are a number of specific initiatives and actions, and there are over 50 of such actions and initiatives identified.

ANALYSIS

Immediately following Council's approval of its Strategic Priorities, Administration incorporated related actions and benchmarks into work planning across the Corporation.

Progress to the end of July 2024 in advancing Council priorities is shown in the spread sheet attached as Attachment 1 of this Administrative Report.

It should be noted that the content of the attached report is limited to municipal efforts specific to Council's adopted priorities and is not meant to capture or reflect on the entirety of City of Whitehorse municipal service delivery.

This Council adopted a very ambitious set of Strategic Priorities, and progress has been achieved, is ongoing, or is scheduled to be achieved in every priority area.

2022-2024 Council Strategic Priorities – Tracking and Reporting

(Attachment 1)

Housing and Land Development				
Action	Lead/Support	Status as at July 2024	Next Steps	
1	Plan for the next subdivision in Whitehorse	Planning Engineering Fleet and Transportation Water and Waste Fire Parks	<ul style="list-style-type: none"> The South Growth Area is confirmed as the next subdivision in the proposed OCP. Project-scoping is underway with YG, KDFN, TKC, and City Staff. YG is leading feasibility studies on North and South Growth Areas with KDFN, TKC, and City Staff. Master Plans for Valleyview South and former Copper Ridge School Site have been approved. 	<ul style="list-style-type: none"> Memorandum of Understanding between the City, YG, KDFN, and TKC for feasibility work for North and South Growth Areas is being implemented. Continue work on Housing Needs Assessment to determine current residential unit shortfall.
2	Create the ability for businesses to add staff housing on commercial and industrial lands	Planning Land and Building	<ul style="list-style-type: none"> Underutilized sites project complete. OCP has created a new Mixed-Use – Live / work land use designation in Marwell. Housing and Land Development Advisory Committee Recommendations re Zoning Bylaw Rewrite forwarded to Council. 	<ul style="list-style-type: none"> Further options to be explored in Zoning Bylaw update.
3	Evaluate the opportunities for redevelopment of the municipal services building site and other sites	Property Management Land and Building	<ul style="list-style-type: none"> Zoning amendment for MSB approved by Council to require a residential use and increase max height. Funding secured for MSB demolition. 	<ul style="list-style-type: none"> Site disposition bylaw. Other properties to be further considered as plans for departments advance. Procure demolition for MSB site and remediation.
4	Create a Housing Advisory Committee	Development Services Legislative Services Land and Building Planning Engineering	<ul style="list-style-type: none"> Complete. HLDAC Committee (HLDAC) established August 2022. 2024 Workplan confirmed and term extended until end of 2024. Provided Zoning Bylaw recommendations to Council. Finalized recommendation on Occupancy issuance regarding YG lot sales. Reviewed development and permitting process and provided recommendations to Council. Reviewed short-term rental issues and provided recommendations to Council. 	<ul style="list-style-type: none"> Continue to explore operating impacts of densification to feed into zoning amendment recommendations. Recommendations from HLDAC on private sector Development Incentives to come to Council for consideration. Exploration of current land development process by HLDAC and consideration of how to create future land availability.

2022-2024 Council Strategic Priorities – Tracking and Reporting

(Attachment 1)

Housing and Land Development				
Action	Lead/Support	Status as at July 2024	Next Steps	
5	Host a housing summit	Development Services Planning Legislative Services	<ul style="list-style-type: none"> Housing summit was held on February 29, 2024. 	<ul style="list-style-type: none"> Complete.
6	Review opportunities to enhance the downtown core reflecting its place as the centre of our Capital City	Ec Dev Parks Planning Fire Engineering Fleet Transportation Transit Water and Waste	<ul style="list-style-type: none"> Riverfront Town Square implemented/underway, involving engagement with local First Nations and Community Organizations. Ongoing implementation of graffiti removal and prevention initiatives. Community Clean-Up Grants provided. Economic Development Strategy in progress. Conducted graffiti and waste removal and prevention activities. Spring beautification / clean-up initiatives completed or ongoing. 	<ul style="list-style-type: none"> Economic Development Strategy to be presented to Council by the end of 2024. Continue to implement beautification / clean-up initiatives considering First Nation art and cultural components. Initiate broader Downtown Commons project. Continue graffiti and waste removal and prevention initiatives. Riverfront Town Square evaluation. Initiate Wayfinding Plan project.
7	Explore new and innovative approaches to land development	Development Services Land and Building Planning Engineering	<ul style="list-style-type: none"> Monitoring progress of new approaches and pilot projects for land development. Range Point Master Plan adopted. Rescinded existing Land Development Protocol with YG. Master Plan Policy adopted. Housing Development Incentive Policy targeting underutilized lots adopted by Council. Interim Granular resource extraction Zoning bylaw amendment before Council. Development Funding Strategy RFP released. Explore vacant and underutilized/abandoned lots for development. Vacant and Unoccupied Buildings Bylaw adopted (VaUBB). 	<ul style="list-style-type: none"> Continue to explore different and innovative approaches to land development such as joint Master Planning. Consider feedback from HLDAC. Gravel Inventory Study. Development of Process Guide RFP. Implement Vacant and Unoccupied Buildings Bylaw and develop educational materials for building owners.
8	Evaluate opportunities to purchase and develop property	Planning Land and Building	<ul style="list-style-type: none"> Held discussions with the Federal and Yukon Government about current and future opportunities. 	<ul style="list-style-type: none"> Can be done in conjunction with project above. Would consider private, federal and YG lands. Continue Range Road property discussions between Federal Gov, YG, and FN's.

Housing and Land Development			
Action	Lead/Support	Status as at July 2024	Next Steps
9	Streamline building/development permit processing	<p>Land and Building Business and Technology Systems</p> <ul style="list-style-type: none"> • Implementation of new permitting module in progress. • Completed industry outreach with HLDAC. • Internal review of service improvements underway. • Process improvement completed concurrent acceptance of DP and BP to reduce wait times. • Implemented various initiatives to address application approval timelines including: <ul style="list-style-type: none"> • acquired consulting services for plan reviews, inspections and permit issuance; • retained recruiter to search for Building Officials; • requested staffing assistance from YG; • redeployed staff from other departments; • implemented remote virtual inspections pilot project; • implemented application checklist for preliminary reviews; and • identified future bylaw amendment to allow applications to be submitted and reviewed without deposits to spread intake through the year. 	<ul style="list-style-type: none"> • Ongoing service improvements. • Explore YG assuming oil tank permits. • Continue implementation of new permitting software with internal roll out November 2024 and public roll out planned to begin Spring 2025.
10	Create more opportunities for commercial and industrial land (CIL) development	<p>Planning Land and Building</p> <ul style="list-style-type: none"> • New OCP reflects additional opportunities for CIL development. • Background studies being conducted by YG for YG lands. • Ice Lake Road South Master Plan public input underway. • Wasson Place Extension Master Plan review underway. 	<ul style="list-style-type: none"> • Advance the planning for commercial and industrial lands per CILS. • Continue to advocate to YG for funding to advance Master Plans for other CILS areas. • Enter into an agreement with YG for Ice Lake Road North planning.

Housing and Land Development			
Action	Lead/Support	Status as at July 2024	Next Steps
Other Activities to Support or Advance Housing and Land Development Priorities			
11	Update Housing Incentive Policy	Land and Building Planning Finance	<ul style="list-style-type: none"> Revised Housing Development Incentive Policy adopted which targets underutilized lots, implements higher annual funding limits for eligible projects, grants a portion of tipping fee costs for vacant/abandoned buildings, allows grants to be issued by project instead of organization, and simplifies the process.
			<ul style="list-style-type: none"> Additional missing middle housing incentives being brought forward to meet HAF initiatives. Consider additional incentive ideas brought forward by the HLDAC.
12	Conduct industry outreach on permitting process	Development Services	<ul style="list-style-type: none"> Process improvement ongoing: concurrent acceptance of DP and BP applications to reduce wait times.
			<ul style="list-style-type: none"> Completion of development process guide.
13	Update the Zoning Bylaw (following OCP)	Planning Land and Building Engineering	<ul style="list-style-type: none"> Zoning Bylaw Update project underway. First round of housing-related amendments approved by Council. Zoning Bylaw Rewrite working group established, will continue to meet approximately once per month.
			<ul style="list-style-type: none"> Continue to provide feedback on proposed bylaw changes. Short-Term Rentals Industry Engagement upcoming August 2024. Consider Zoning Bylaw Rewrite working group recommendations on Draft Zoning Bylaw update.

Engagement and Collaboration

Action	Lead/Support	Status as at July 2024	Next Steps
<p>14 Working together to ensure Reconciliation and collaboration with both Ta'an Kwäch'än Council and Kwanlin Dün First Nations is a priority on all levels</p>	<p>Various departments</p>	<ul style="list-style-type: none"> • Ongoing. • Multiple joint land-use planning initiatives underway. • Completed engagement and tendered McIntyre Drive Calming Project. • Installation of FN flags in Chambers. • Installation of permanent flag poles for KDFN, TKC and special event flags at City Hall. • Hosted event for raising of FN flags at City Hall exterior building name signage. • Council Building Signage Policy for FN translated exterior building names completed. • New building signs with Southern Tutchone translations installed at Takhini Arena and Canada Games Centre. • Incorporated contact information for both TKC and KDFN in the City's Emergency Response Plan for Sanitary and Water Systems. • Requested priorities of KDFN & TKC to potentially align COW priorities where possible. • Exploring opportunities for First Nation employment opportunities on major capital projects. 	<ul style="list-style-type: none"> • Timeline is ongoing across multi-year mandate. • Continue multiple joint land-use planning initiatives. • Council Building Signage implementation plan to be developed. • Continue discussion of renaming of McIntyre subdivision and streets with KDFN Administration. • Further explore employment opportunities for a representative municipal workforce. • Start construction on McIntyre Drive Calming Project.
<p>15 Increase our knowledge and recognition of Indigenous culture and history in support of Truth and Reconciliation</p>	<p>People and Culture</p>	<ul style="list-style-type: none"> • Ongoing. • Reconciliation training for Managers complete. • Reconciliation training part of all staff meeting June 2023. • Mandatory FN 101 Training for all staff confirmed. • Reconciliation training for Supervisors complete Feb 2024. • Language training completed to all staff throughout month of June 2024 in 	<ul style="list-style-type: none"> • Multiple activities across mandate. • Complete position description for First Nations Liaison position.

Engagement and Collaboration				
Action	Lead/Support	Status as at July 2024	Next Steps	
		recognition of National Indigenous History Month. <ul style="list-style-type: none"> • Introduction of mandatory FN101 certification in employment offer letters. 		
16	Review the Declaration of Commitment agreement with Kwanlin Dün First Nation and the Ta'an Kwäch'än Council	People and Culture	<ul style="list-style-type: none"> • Initial discussions advanced through intergovernmental and bilateral meetings. • Outreach to both First Nations to continue discussions April 2024. 	<ul style="list-style-type: none"> • Continue intergovernmental discussions.
17	Enhance civic engagement, communication, collaboration and consultations	Various departments Strategic Communications Legislative Services	<ul style="list-style-type: none"> • Engage Whitehorse platform launched, 30+ projects. • New Website launched. • Collaboration with FN Communications partners ongoing. • Strong relationships built with Government of Yukon and RCMP. • Excellent social media presence with a growing audience (current 16.6k followers on Facebook and 4.8k for CGC page, 6.2k followers on Instagram, 6k followers on X/Twitter). • Strengthened relationships with local media outlets. • Completed two youth town halls. • Completed two Whitehorse Chamber of Commerce Town Halls. • Launched campaigns in 2024 around FireSmart awareness and emergency preparedness. • Developed 2024 Escarpment communications plan. • Established new corporate communications policy. • Conducted media training for select City staff. 	<ul style="list-style-type: none"> • Working with departments to improve workflow and support increased communications requests including more effective use of engagement tools such as Engage Whitehorse platform. • Continue successful social media outreach. • Reviewing website for functionality and usability. • Planning new campaigns for 2024 focused on key Strategic Priorities including snow and ice control, building permitting process, and the municipal election. • Develop integrated, effective, 24-hour emergency communications capacity. • Review of Whitehorse Alert System

2022-2024 Council Strategic Priorities – Tracking and Reporting

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Engagement and Collaboration				
Action	Lead/Support	Status as at July 2024	Next Steps	
Other Activities to Support or Advance Engagement and Collaboration Priorities				
18	Create a Reconciliation framework with FNs	People and Culture All Divisions	<ul style="list-style-type: none"> Existing frameworks under review. Supported in 2040 OCP. 	<ul style="list-style-type: none"> Develop project and resourcing plan.
19	Participate in development of McIntyre Creek Park Management Plan Framework	Planning Parks	<ul style="list-style-type: none"> MOU signed. Draft TOR underway. Early planning discussions underway in preparation for engagement. 	<ul style="list-style-type: none"> Liaise with YG, KDFN, and TKC and other stakeholders for early plan discussions. Multi-year planning to commence. Engagement on intentions of protected area. Steering Committee to recommend planning tools, park boundary, and governance model regulating the protected area.
20	Budget Process	Finance Strategic Communications	<ul style="list-style-type: none"> Completed 2023 Budget engagement and 2024 process underway. 	<ul style="list-style-type: none"> Budget development ongoing with public engagement early in the process.
21	Youth Chambers Sessions	Legislative Services Strategic Communications	<ul style="list-style-type: none"> Completed Youth session 2023 – special Public Hearing with Mayor and Council on climate change. 	<ul style="list-style-type: none"> Complete.
22	Establish Council Advisory Committees and supporting Secretariat	Legislative Services Various Divisions/Depts	<ul style="list-style-type: none"> HLDAC established (August 2022). Schedule established. HLDAC – initial recommendations to Council in Summer 2023. Further recommendations in development. Inclusivity Advisory Committee established (January 2023). Initial meetings held with a facilitated work planning session conducted. Committee currently on hold pending further work. Honoraria research complete and reported to Council. 	<ul style="list-style-type: none"> Ongoing secretariat function with dedicated administrative staff. Continue to source consultant to engage community on Terms of Reference for IAC.
23	Develop and implement services agreement with KDFN for provision of snow clearing services by a KDFN company in McIntyre	Infrastructure & Operations	<ul style="list-style-type: none"> Complete. 	<ul style="list-style-type: none"> Establish agreement for 2024/2025 season.

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Inclusivity, Accessibility and Diversity

Inclusivity, Accessibility and Diversity				
	Action	Lead/Support	Status as at July 2024	Next Steps
24	Improve City services to support aging in place	Various Departments	<ul style="list-style-type: none"> 2040 OCP includes policies supporting aging in place. Hosted International Old Persons Day. Re-established and hosted Seniors' Tea Expanded seniors' recreation programming. Submitted a budget submission for a Community Accessibility Plan. 	<ul style="list-style-type: none"> Continue seniors' recreational programming and events. Potential future initiatives.
25	Review accessibility policy and standards	Various Departments	<ul style="list-style-type: none"> Part of ongoing operational work. 2040 OCP includes policies on accessibility. Three directors completed Rick Hanson Fund Accessibility Certification Municipal Cohort Accelerator in 2024. Completed Snow and Ice Control Policy and Maintenance review from an accessibility lens; review presented to Council. 	<ul style="list-style-type: none"> Potentially related to HLDAC. Continue to apply accessibility lens to all policies under review / development. Bring forward identified Snow and Ice Control Policy and Maintenance Bylaw changes for Council approval by December 2024.
26	Increase accessibility for all	Various Departments	<ul style="list-style-type: none"> Ongoing as part of operational and infrastructure design, potentially related to HLDAC recommendations. Survey completed in downtown core that identified areas that are missing/deficient in para-ramps for contiguous accessibility. Snow and Ice Policy updated to focus on improvements for accessibility standards. Implemented enhanced snow & ice control operations. Engineering and Transportation competed in Accessibility Olympics to build awareness. Significant increase in public support and positive feedback for changes made to trail clearing for winter active transportation. 	<ul style="list-style-type: none"> Bring forward identified Snow and Ice Control Policy and Maintenance Bylaw changes for Council approval by December 2024. Complete 2024 installation of para-ramp and crosswalk capital project upgrades.
27	Recommit to the Coalition of Inclusive Municipalities	City Manager	<ul style="list-style-type: none"> Complete. Letter confirming City of Whitehorse continued membership sent May 2022. 	<ul style="list-style-type: none"> Review of the toolkits for application to City of Whitehorse initiatives (on hold pending review of IAC terms of reference).

Inclusivity, Accessibility and Diversity				
Action		Lead/Support	Status as at July 2024	Next Steps
28	Evaluate opportunities for employment diversity within the organization	Human Resources	<ul style="list-style-type: none"> Review City policies and recruitment process with equity, diversity and inclusion lens. Posting vacancies on Wayfinder Yukon (FN job board). Completed 2022 and completing 2024 Employee Engagement Survey. Exploring opportunities for First Nation Employment opportunities. 	<ul style="list-style-type: none"> Continued evaluation of results and development of a roadmap for future work. Continue to implement results of IDEA review and amend processes as necessary. Complete position description for First Nations Liaison position.
29	Evaluate opportunities to ensure a respectful Whitehorse community	Various Departments Legislative Services	<ul style="list-style-type: none"> Investigation of civility standards for Chambers complete and incorporated into delegate process. 	<ul style="list-style-type: none"> Civility Policy drafted for potential Council adoption.
Other Activities to Support or Advance Inclusivity, Accessibility, and Diversity Priorities				
30	OCP - various policies	Planning	<ul style="list-style-type: none"> OCP administrative amendments currently undergoing Ministerial review. 	<ul style="list-style-type: none"> Monitor and update as required.
31	Snow and Ice Control Policy	Operations	<ul style="list-style-type: none"> Policy updates approved. Administration completed report on motion for additional snow and ice control from an accessibility lens. 	<ul style="list-style-type: none"> Continue to monitor and update as required.
32	Create Training Specialist Role	Human Resources	<ul style="list-style-type: none"> Created and hired new position. 	<ul style="list-style-type: none"> Develop program across organization to deliver and track training. Develop orientation process which includes mandatory IDEA training.
33	Develop Budget Submission for Culture Specialist Role	Human Resources	<ul style="list-style-type: none"> Budget for new position approved. Hired position July 2024. 	<ul style="list-style-type: none"> Orient and develop work plan.

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Community Safety				
Action	Lead/Support	Status as at July 2024	Next Steps	
34	Support programming to assist with crime prevention	Bylaw Recreation Parks Planning Land & Building	<ul style="list-style-type: none"> • 2023 additional staff hired for graffiti removal and prevention, with successful funding application. • Identified funding source for additional crime prevention programming in Whitehorse including Building Safer Communities (BSCF). • Recreation continues to offer access to the Youth Lounge, and identifies options to engage youth in positive, meaningful ways. • Implement crime prevention programming (BSCF grant). • Staff trained in Crime Prevention through Environmental Design. • Implemented youth activities into graffiti and waste removal initiatives. 	<ul style="list-style-type: none"> • Continue to explore crime prevention opportunities. • Continue to provide recreation programs and activities for youth. • Implement crime prevention programming identified under the BSCF grant.
35	Develop community safety improvements (in conjunction with partner government agencies, where applicable)	Bylaw Planning	<ul style="list-style-type: none"> • Quarterly inter-agency meetings with the RCMP, KDFN, and YG on various community initiatives such as graffiti removal, taxi safety. • Bylaw met with Yukon Police Council to discuss crime prevention initiatives. • Updates to Maintenance Bylaw complete – Schedule and Fines to enable more effective enforcement and deterrents. • Graffiti Management Policy updates complete. • Participated in YG's Downtown Safety Plan. 	<ul style="list-style-type: none"> • Continued work with stakeholders and to identify community safety improvements. • Planning for public restrooms as part of the downtown Transit Hub.
36	Review the Vehicle for Hire Bylaw (VFH)	Bylaw	<ul style="list-style-type: none"> • Stakeholder engagement complete. • Phase 1 changes implemented, including mandatory audio. • Phase 2 changes identified, and amendments brought forward. • Revised VFH Bylaw adopted (coming into force January 2025). 	<ul style="list-style-type: none"> • Implement VFH Bylaw and develop educational materials for taxi industry.

2022-2024 Council Strategic Priorities – Tracking and Reporting

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Community Safety				
Action	Lead/Support	Status as at July 2024	Next Steps	
37	Review crime prevention strategies	Bylaw Parks	<ul style="list-style-type: none"> • Support graffiti removal through community clean up events, by providing graffiti removal supplies and/or vouchers. • Bylaw Services organized a one-day Graffiti offensive, engaging 161 downtown businesses to raise awareness about the City's beautification initiatives and their role to support graffiti removal. • City's Graffiti Management Policy updated for Summer 2023 graffiti management program. • Crime prevention strategies being explored. Working with partners on Crime Prevention through Environmental Design initiative scan. • Spring and Fall community clean-up events complete and included graffiti removal. • Participated in Downtown Community Safety meetings. 	<ul style="list-style-type: none"> • Continue departmental collaboration on graffiti deterring/beautification initiatives for 2024. • Continue to contribute to YG's Downtown Safety Plan.
38	Analyze flood risks and mitigation strategies	Planning Engineering Fire	<ul style="list-style-type: none"> • 2022 resources were diverted to escarpment - therefore flood risk analysis has not progressed. 	<ul style="list-style-type: none"> • Complete and present flood mapping as part of zoning bylaw update.
39	Protection of life and property from Escarpment	Engineering Planning	<ul style="list-style-type: none"> • Completed 2023 Hazard Assessment • Received over \$45M in DMAF funding for permanent solution on RSW. • Implemented 2024 response plan for escarpment landslides. • Completed Takhini Bypass Project. • Developed capital requests for projects to continue to assess, monitor and mitigate risks. 	<ul style="list-style-type: none"> • Enter into funding agreement with federal government for DMAF funding. • Identify source for remaining \$16M in funding for long-term solution on RSW. • Issue RFP for risk assessment on remainder of escarpment. • Continue to provide and protect for public safety.
40	Review and continue to implement existing wildland fire plan	Parks Fire Land and Building	<ul style="list-style-type: none"> • Wildfire Risk Reduction Strategy (WRRS) reviewed early 2022. • FireSmart coordination program - federal funding application successful, funding secured with agreement. • FireSmart Coordinator workplan established. 	<ul style="list-style-type: none"> • Review the Tree Removal Policy, Maintenance Bylaw, Building and Plumbing Bylaw, and Zoning Bylaw and bring forward potential amendments. • Continue stakeholder engagement. • Continue to work with YG on unaddressed areas of concern within City Boundaries.

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Community Safety

Action	Lead/Support	Status as at July 2024	Next Steps
		<ul style="list-style-type: none"> FireSmart Home Assessments and educational program in progress. Additional external project funding obtained. 	<ul style="list-style-type: none"> Continue to partner with YG to provide tools to property owners for fire smarting. Continue implementation of WRRS.

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Climate Change and Adaption				
Action		Lead/Support	Status as at July 2024	Next Steps
41	Create and implement strategy to effectively respond and adapt to climate change	Parks and Community Development Various Departments	<ul style="list-style-type: none"> • Climate mitigation and adaption strategy budget approved and development of draft Strategy underway. • Commitment to Climate Strategy including emission targets included in 2040 OCP. • Contract awarded. • Climate Change Adaptation Strategy public engagement completed. • Climate Change Adaptation Strategy draft in development. 	<ul style="list-style-type: none"> • Finalize Climate Change Adaptions Strategy (Fall 2024).
42	Improve active transportation opportunities and infrastructure	Engineering Planning Fleet Transportation Parks	<ul style="list-style-type: none"> • Transportation Master Plan (TMP) completed; snow and ice policy review completed for active transportation and accessibility. • Corridor Study for Mountainview Drive ongoing. 	<ul style="list-style-type: none"> • Complete corridor study. • Complete Second River Crossing study.
43	Invest in and enhance the transit system	Transit Fleet and Transportation Property Management Engineering	<ul style="list-style-type: none"> • Ongoing. To be considered in project / initiatives. • Transit routes and scheduled redesigned and engagement completed. • Operating budget increased for new system. • Two new buses commissioned. • Completed New Transit route and schedule – Phase 1 and 2. • Increased capital budget for Transit infrastructure. • Installed transit shelter in front of the courts building. • Transit Hub design RFP awarded. 	<ul style="list-style-type: none"> • Begin monitoring of Phase 2 of new route and schedule. • Begin decarbonization fleet study. • Complete Transit Infrastructure Standards • Begin planning and procurement of new transit infrastructure. • Coordinate with YG to support implementation of their new transit pass program. • Additional Handy Bus expected in 2024 Q3.
Other Activities to Support or Advance Climate Change and Adaption Priorities				
44	Investigate sustainable investing	Finance	<ul style="list-style-type: none"> • Preliminary policy review complete. • Research with banking partners underway. 	<ul style="list-style-type: none"> • Review GFOA best practices and impact on existing policy to be complete by December 2024.
45	Investigate social procurement	Finance	<ul style="list-style-type: none"> • Early research underway. 	<ul style="list-style-type: none"> • Ongoing research on potential impacts to the City's overall procurements. • Preliminary policy review to be completed by December 2024.

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Climate Change and Adaption			
Action	Lead/Support	Status as at July 2024	Next Steps
46	Monitor e-bus advancements for potential implementation	Transit <ul style="list-style-type: none"> Tokens integrated with electronic devices on-board used to validate digital fares and transit passes complete. Process improvements completed for updating real-time info in Google Maps. 	<ul style="list-style-type: none"> Continue to monitor industry best practices.
47	Facilities energy upgrades and conversion from fossil fuels	Property Management <ul style="list-style-type: none"> Tender for Whitehorse Operations Building boiler system complete. Existing City facilities being reviewed and evaluated for upgrades. All new facilities to include energy standard. 	<ul style="list-style-type: none"> Potential future budget submissions in development.

2022-2024 Council Strategic Priorities – Tracking and Reporting

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Service Excellence				
Action		Lead/Support	Status as at July 2024	Next Steps
48	Ensure Whitehorse continues to be fiscally responsible	Finance Various departments	<ul style="list-style-type: none"> • City continues to be in good financial standing. • 2023 Audit complete. 	<ul style="list-style-type: none"> • 2025 Budget preparation underway including opportunities for Council and public input.
49	Review Whitehorse's role in tourism advocacy	Ec Dev	<ul style="list-style-type: none"> • City of Whitehorse tourism advocacy role confirmed. • Tourism Partnership Agreement between City and YG Tourism and Culture approved. • Ec Dev Coordinator meets every 2 months with Director of Tourism. 	<ul style="list-style-type: none"> • Work with YG to promote and enhance tourism following Tourism Partnership Agreement. • Identify projects for collaboration with YG Tourism and Culture per the MOU.
50	Evaluate traffic congestion along key transportation routes	Engineering	<ul style="list-style-type: none"> • TMP completed. • Study on Mountainview Drive congestion ongoing. 	<ul style="list-style-type: none"> • Finish planning on Mountainview corridor and Yukon River second river crossing study.
51	Conduct a snow and ice management program review, considering alternate delivery methods and accessibility standards.	Fleet and Transportation	<ul style="list-style-type: none"> • Presented and approved by Council. • Administration completed review of snow and ice control policy and maintenance bylaw from an accessibility lens. 	<ul style="list-style-type: none"> • Monitor updates and adjust as required.
52	Prepare for Arctic Winter Games 2026	Community Services Various departments	<ul style="list-style-type: none"> • Initial preparations underway, including establishment of Host Society. • Hosting Agreement signed. • Host Society General Manager and key staff hired. • Games planning underway. • Major Games Employee Participation Policy approved. 	<ul style="list-style-type: none"> • Participate in the planning the AWG 2026.
53	Create more recreational programming	Recreation	<ul style="list-style-type: none"> • Additional program planning under way on a quarterly basis. • Planned for increased youth programming opportunities. • Created and implemented Fridays in the Park. 	<ul style="list-style-type: none"> • Identify and implement additional recreational programs and opportunities. • Work with community partners to offer indirect program options.

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Service Excellence					
Action	Lead/Support	Status as at July 2024	Next Steps		
54	Increase City Programming space	Recreation	<ul style="list-style-type: none"> Administration looking to expand program offerings to parks, trails, greenspaces. There may be opportunities through facility retrofits to re-imagine program space. Construction of Robert Service Campground building is near completion. Utilized parks around the City for the Fridays in the Park initiative. 	<ul style="list-style-type: none"> Continue to explore opportunities to increase programming space – utilizing parks, trails, and greenspaces. Develop framework to utilize Robert Service Campground for additional space. 	
55	Evaluate options to expand Yukon River crossing infrastructure	Engineering Planning	<ul style="list-style-type: none"> Contract ongoing. 	<ul style="list-style-type: none"> Complete project. 	
Other Activities to Support or Advance Service Excellence Priorities					
56	Miscellaneous technological modernization	Various Departments Business and Technology Solutions Strategic Funding Strategic Communications	<ul style="list-style-type: none"> City Manager office – tracking and workflow for Mayor and Council public inquiry correspondence business processed documented and automated. Business Process Modelling and documentation ongoing for multiple departments. Implementation of Office 365 and MS Teams. RFI completed for Chambers System (audio and video) upgrade. Upgrades scheduled for July. Initiate the development of a long-term strategy around use of external funding to fund City priorities. Exploring ways to support increasing communications efforts from Departments through local contractors. Improving management of department requests for communications initiatives to support consistent timely messaging. Launch of SharePoint to improve internal communications. 	<ul style="list-style-type: none"> Ongoing. 	