

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-17

DATE: Monday, September 9, 2024
TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Dan Boyd
Reserve Deputy Mayor Mellisa Murray

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS World Suicide Prevention Day (September 10, 2024)

MINUTES Regular Council meeting dated August 26, 2024

DELEGATIONS Joel Gaetz, Whitehorse Chamber of Commerce – Motion on Addressing Property Crime

PUBLIC INPUT SESSION Wasson Place Extension Master Plan
Ice Lake Road South Master Plan

PUBLIC HEARING

STANDING COMMITTEE REPORTS

City Planning Committee – *Councillors Friesen and Boyd*

1. Public Hearing Report – Zoning Amendment – TKC C-9B Phase 2

Development Services Committee – *Councillors Boyd and Murray*

1. Housing and Land Development Advisory Committee Recommendations – Building Permitting Delays and Impacts – For Information Only

City Operations Committee – *Councillors Curteanu and Friesen*

Community Services Committee – *Councillors Cameron and Laking*

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

1. Emergency Services Bylaw Review

Corporate Services Committee – *Councillors Laking and Curteanu*

1. Capital Budget Variance Reporting 2nd Quarter
2. Operating Budget Variance Reporting 2nd Quarter – For Information Only

NEW AND UNFINISHED BUSINESS

1. Motion - Councillor Laking - Addressing Property Crime

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-17

DATE: Monday, September 9, 2024
TIME: 5:30 p.m.

AGENDA (cont'd)

BYLAWS

2024-44	Emergency Services Bylaw	1 st and 2 nd Reading
2024-30	Zoning Amendment – TKC C-9B Phase 2	2 nd and 3 rd Reading
2024-37	Fees & Charges Amendment – Recycling	3 rd Reading
2024-38	Fees & Charges Amendment – Street Occupancy Permits	3 rd Reading
2024-39	Waste Management Bylaw	3 rd Reading
2024-43	Lease Agreement – Guild Hall	3 rd Reading

ADJOURNMENT



PROCLAMATION

WORLD SUICIDE PREVENTATION DAY

September 10, 2024

WHEREAS suicide is one of the most tragic losses that families, friends, loved ones and communities can endure; and

WHEREAS World Suicide Prevention Day aims to focus attention on the issue, reduce the stigma, and raise awareness that suicides are preventable; and

WHEREAS this year's theme of "Changing the Narrative on Suicide" aims to shift the narrative from one of silence to one of openness, understanding and support, which will ultimately lead to increased access to care for those in need;

NOW, THEREFORE I, Mayor Laura Cabott, do hereby proclaim September 10, 2024 to be World Suicide Prevention Day in the City of Whitehorse.

Laura Cabott
Mayor

MINUTES of REGULAR Meeting #2024-16 of the Council of the City of Whitehorse called for 5:30pm on Monday, August 26, 2024, in Council Chambers, City Hall.

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

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

*Indicates electronic participation.

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

CALL TO ORDER

AGENDA

2024-16-01

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

Carried Unanimously

PROCLAMATIONS

Mayor Laura Cabott proclaimed September to be Prostate Cancer Awareness Month in the city of Whitehorse, a month dedicated to providing information on prostate cancer and encouraging citizens to be proactive in their health.

Prostate Cancer Awareness
Month (September)

MINUTES

2024-16-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated August 12, 2024, and the Minutes of the Special Council meeting dated August 15, 2024, be adopted as presented.

Carried Unanimously

DELEGATE SUBMISSIONS

Delegate Michael Hale, CEO of Northern Vision Development (NVD), spoke in support of the proposed zoning amendment for Hyatt Place Hotel moving forward in the bylaw process, stating that NVD is keenly aware of what the industry requires on the literal level and that the proposed parking plan aligns with modern tourism needs. The delegate provided additional information as requested by Committee members on industry statistics and financial aspects of the project.

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

COMMITTEE REPORTS

City Planning Committee

2024-16-03

It was duly moved and seconded
THAT Bylaw 2024-42, a bylaw to enter into a lease agreement with Valleyview Community Association, be referred back to Administration for additional analysis.

Lease Agreement –
Valleyview Community
Association

Carried Unanimously

2024-16-04

It was duly moved and seconded
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.

Lease Agreement – Guild
Hall Society

Carried Unanimously

2024-16-05

It was duly moved and seconded
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 9, 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.

Subdivision Approval –
Whistle Bend Phase 9

Carried Unanimously

2024-16-06

It was duly moved and seconded
THAT Council approve the Conditional Use application to allow supportive housing at 45 McCandless Crescent in McIntyre Subdivision.

Public Input Report –
Conditional Use Application –
45 McCandless Crescent

Carried Unanimously

2024-16-07

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

Zoning Amendment – Hyatt
Place Hotel

Carried Unanimously

Development Services Committee

2024-16-08

It was duly moved and seconded
THAT Council approve a Rental Housing Development Incentive with respect to 1302 Centennial Street.

Rental/Supportive Housing
Incentive Application – 1302
Centennial Street

Carried Unanimously

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

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

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

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

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

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

City Operations Committee

2024-16-09

It was duly moved and seconded

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

Waste Management Bylaw
Amendment

Carried Unanimously

Community Services Committee

There was no report from the Community Services Committee.

No Report

Public Health and Safety Committee

There was no report from the Public Health and Safety Committee.

No Report

Corporate Services Committee

2024-16-10

It was duly moved and seconded

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.

Fees and Charges
Amendment – Recycling

Carried Unanimously

2024-16-11

It was duly moved and seconded

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.

Fees and Charges
Amendment – Street
Occupancy Permits

Carried Unanimously

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

Strategic Priorities Update –
For Information Only

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

Delegate Sue Greetham, Fair
Vote Yukon – Proportional
Representation Voting
System

NEW AND UNFINISHED BUSINESS

Councillor Ted Laking presented a Notice of Motion to bring forward at the next Regular Council meeting September 9, 2024, to write to Yukon's Minister of Justice requesting that addressing property crime in Whitehorse be added to the Yukon's policing priorities.

Notice of Motion – Councillor
Laking – Addressing Property
Crime

BYLAWS

2024-16-12

It was duly moved and seconded
THAT Bylaw 2024-46, a bylaw to amend the zoning at 505,
507, 509, and 511 Main Street to reduce the number of
required off-street parking spaces, be given First Reading.
Carried Unanimously

BYLAW 2024-46
Zoning Amendment –
Hyatt Place Hotel
FIRST READING

2024-16-13

It was duly moved and seconded
THAT Bylaw 2024-37, a bylaw to amend the Fees and
Charges Bylaw, be given First Reading.
Carried Unanimously

BYLAW 2024-37
Fees and Charges
Amendment – Recycling
FIRST READING

2024-16-14

It was duly moved and seconded
THAT Bylaw 2024-37 be given Second Reading.
Carried Unanimously

BYLAW 2024-37
Fees and Charges
Amendment – Recycling
SECOND READING

2024-16-15

It was duly moved and seconded
THAT Bylaw 2024-38, a bylaw to amend the Fees and
Charges Bylaw, be given First Reading.
Carried Unanimously

BYLAW 2024-38
Fees and Charges
Amendment – Street
Occupancy Permits
FIRST READING

2024-16-16

It was duly moved and seconded
THAT Bylaw 2024-38 be given Second Reading.
Carried Unanimously

BYLAW 2024-38
Fees and Charges
Amendment – Street
Occupancy Permits
SECOND READING

2024-16-17

It was duly moved and seconded
THAT Bylaw 2024-39, a bylaw to amend the Waste
Management Bylaw, be given First Reading.

Carried Unanimously

BYLAW 2024-39
Waste Management Bylaw
Amendment
FIRST READING

2024-16-18

It was duly moved and seconded
THAT Bylaw 2024-39 be given Second Reading.

Carried Unanimously

BYLAW 2024-39
Waste Management Bylaw
Amendment
SECOND READING

2024-16-19

It was duly moved and seconded
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 given First Reading.

Carried Unanimously

BYLAW 2024-43
Lease Agreement – Guild
Hall Society
FIRST READING

2024-16-20

It was duly moved and seconded
THAT Bylaw 2024-43 be given Second Reading.

Carried Unanimously

BYLAW 2024-43
Lease Agreement – Guild
Hall Society
SECOND READING

2024-16-21

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

Carried (6-1)

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

BYLAW 2024-41
Land Disposition – Lot 520
Copper Ridge
THIRD READING

There being no further business, the meeting adjourned at 7:04p.m. **ADJOURNMENT**

Laura Cabott, Mayor

Corporate Services



Minutes of the meeting of the City Planning Committee

Date	September 3, 2024	2024-17
Location	Council Chambers, City Hall	
	Councillor Michelle Friesen - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	
	Peter Duke, Manager, Planning Services	

* Indicates electronic participation

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

1. Public Hearing Report – Zoning Amendment – TKC C-9B Phase 2

The Committee was presented with a summary of the Public Hearing held on August 12, 2024, regarding a Zoning Amendment for a portion of Ta'an Kwäch'än Council Settlement Land Parcel C-9B. No written submissions were received, and no one spoke to the amendment at the Public Hearing.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-30, a bylaw to amend the zoning of a portion of Ta'an Kwäch'än Council (TKC) Settlement Land Parcel C-9B, from FP – Future Planning to RCS – Comprehensive Residential Single Family to allow for residential development, be brought forward at second and third reading under the bylaw process.



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

Date	September 3, 2024	2024-17
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. Housing and Land Development Advisory Committee Recommendations – Building Permitting Delays and Impacts – For Information Only

Administration presented recommendations from the Housing and Land Development Advisory Committee (HLDAC) regarding the impacts of the delays in the building permit process. As requested by Committee members, Administration provided more information on select recommendations, timelines, and how the recommendations will be implemented.



Minutes of the meeting of the City Operations Committee

Date	September 3, 2024	2024-17
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, there is no report from the City Operations Committee.



Minutes of the meeting of the Community Services Committee

Date	September 3, 2024	2024-17
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

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



Minutes of the meeting of the Public Health and Safety Committee

Date	September 3, 2024	2024-17
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. Emergency Services Bylaw Review

The Emergency Services Bylaw, originally adopted in 2000 with minor amendments in 2016, was reviewed and a new Emergency Services Bylaw was presented to Council. The proposed changes focus on updating and clarifying areas such as the the delegation of the Fire Chief's authority, open burning regulations and permits, the process of writing and appealing orders for unsafe conditions, and voluntary fines. Administration provided clarity on the restrictions regarding location and materials for burning. Several Committee members expressed interest in further clarifying language within the bylaw regarding construction materials.

The Recommendation of the Public Health and Safety Committee is

THAT Council direct that Bylaw 2024-44, the Emergency Services Bylaw, be brought forward for consideration under the Bylaw process.

2. New Business – Dogs in Public Areas

A Committee member requested information about rules regarding dogs being off leash in public areas. Administration confirmed that per the Animal Control bylaw, dogs must be leashed or within the care and control of their owner in most areas, with a few exceptions. If members of the public have concerns, it is recommended that a report be made to Bylaw Services.



Minutes of the meeting of the Corporate Services Committee

Date	September 3, 2024	2024-17
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Michelle Friesen Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure Svetlana Erickson, Manager, Financial Services	

* Indicates electronic participation

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

1. Capital Budget Variance Reporting (2nd Quarter)

Based on the second quarter variance reporting, a high-level summary of anticipated capital spending to year-end, as well as proposed amendments to the 2024 to 2027 Capital Expenditure Program were presented to Council. Administration provided additional details on a land acquisition agreement that lapsed, and on where funds are returned to should a project be under budget or cancelled.

The Recommendation of the Corporate Services Committee is

THAT Council authorize amendments totalling \$395,130 to reduce the 2024 to 2027 Capital Expenditure Program.

2. Operating Budget Variance Reporting (2nd Quarter) – For Information Only

A review of the operating expenditure projections was completed and a forecast of operating results to the end of the 2024 fiscal year was provided to Council. Based on the total budget of \$110,808,551, the second quarter variance of \$308,431 is under 1% of the City's total operating budget.

**3. Proclamation – Fetal Alcohol Spectrum Disorder Awareness Day
(September 9, 2024)**

Mayor Laura Cabott proclaimed September 9, 2024, to be Fetal Alcohol Spectrum Disorder (FASD) Awareness Day in the city of Whitehorse, a day to raise awareness of FASD and encourage providing information and support for expecting parents.

There being no further business the meeting adjourned at 6:39 P.M.

Laura Cabott, Mayor

Corporate Services

Motion

TO: Council

From: Councillor Ted Laking

Date: September 9, 2024 – Regular Council Meeting

Re: Motion – Addressing Property Crime

I, Councillor Ted Laking, having given notice at the Regular Council meeting held August 26, 2024, now move as follows:

WHEREAS Whitehorse is experiencing a significant increase in property crimes, including theft, vandalism, and break-ins, which is causing financial losses and concerns for residents and businesses alike; and

WHEREAS local businesses are suffering from frequent thefts and property damage, leading to reduced revenue, increased operational costs, and in some cases, threatening their economic viability; and

WHEREAS the rise in vehicle break-ins has led to an escalation in insurance claims, contributing to higher insurance premiums for residents; and

WHEREAS property crime creates an environment of fear and insecurity that negatively impacts the overall quality of life and the economic stability of our community; and

WHEREAS addressing the root causes of these crimes, including poverty, addiction, and inadequate policing resources, requires a comprehensive and collaborative approach between government, law enforcement, businesses, and social service organizations; and

WHEREAS the City of Whitehorse is committed to working with our partners to encourage and support strategic investments in prevention, enforcement, and community engagement;

THEREFORE, BE IT RESOLVED THAT the Mayor of Whitehorse write to Yukon's Minister of Justice requesting that addressing property crime in the municipality of Whitehorse be added to the Yukon's policing priorities; and

BE IT FURTHER RESOLVED THAT, in the letter, the Mayor of Whitehorse also request additional funding be given to the RCMP M Division for the purpose of providing more resources to the Whitehorse detachment in support of addressing property crime.

CITY OF WHITEHORSE

BYLAW 2024-44

A bylaw to provide for the prevention of fires, the prevention of the spread of fire, and for the preservation of life and property within the City of Whitehorse

WHEREAS section 265 of the *Municipal Act*, Chapter 19, R.S.Y.T. 1998 provides that Council may pass bylaws for municipal purposes respecting the safety, health, and welfare of the people and the protection of persons and property, including fire protection, fireworks, other explosives, firearms, weapons or devices, ambulance services, emergency services and other emergencies;

AND WHEREAS section 266 of the *Municipal Act* provides that, without restricting section 265, Council may in a bylaw:

- (a) regulate, control or prohibit;
- (b) provide for a system of licenses, inspections, permits, or Approvals; and
- (c) provide for an appeal, the body that is to decide the appeal and related matters;

AND WHEREAS section 6 of the *Fire Prevention Act*, Chapter 67, R.S.Y.T. 1986 provides that the Chief or Acting Chief of the fire brigade of a municipality in which a fire brigade has been established is, by virtue of his office, a local assistant to the Fire Marshal and is subject to the direction of the Fire Marshal in carrying out the provisions of this *Act* within the boundaries of the municipality;

AND WHEREAS the City of Whitehorse Fire Department meets the definition of a Fire Brigade;

AND WHEREAS the City of Whitehorse deems it desirable to establish and operate a Fire Department to provide for the prevention and extinguishment of fires and for the preservation of life and property in emergency situations;

NOW THEREFORE the municipal Council of the City of Whitehorse ENACTS AS FOLLOWS:

Short Title

1. This bylaw may be cited as the “**Emergency Services Bylaw**”.

Definitions

2. In this bylaw:

“ADULT” means a competent Person who is at least 18 years of age.

“APPROVAL” means the written approval of the Fire Chief.

“BUILDING CODE” means the current Building Code as enforced by the City of Whitehorse.

Emergency Services Bylaw 2024-44

"BYLAW ENFORCEMENT OFFICER" shall mean individual(s) appointed as a Bylaw Enforcement Officer for the City;

"CITY" means the municipal corporation of the City of Whitehorse.

"CITY MANAGER" means the City Manager or designate of the City of Whitehorse.

"CONSTRUCTION WASTE" means waste material from construction and demolition activities such as; broken concrete, drywall, metal, wood that is painted or contains nails, pieces of glass, bricks, etc.

"COUNCIL" means the duly elected Council of the City of Whitehorse.

"DANGEROUS GOODS" means any material or substance as defined by the *Transportation of Dangerous Goods Act*, as amended from time to time.

"DWELLING UNIT" means a room or suite of rooms operated as a housekeeping unit that is used or intended to be used as a domicile by one or more Persons and that may contain cooking, eating, living, sleeping and sanitary facilities. Means a dwelling unit as defined by the National Building Code of Canada

"EMERGENCY EQUIPMENT" means any vehicle, fire fighting apparatus, tools and equipment providing a service to the Fire Department.

"EXPLOSIVES" means any substances defined as explosives within the meaning of the *Explosives Act*, R.S.C. 1985, c. E-17, as amended from time-to-time.

"FIRE CHIEF" means the Chief Officer of the City of Whitehorse Fire Department or his designate.

"FIRE CODE" means the current fire code as prescribed by the *Yukon Fire Prevention Act*.

"FIRE PREVENTION ACT" means the current edition of the *Fire Prevention Act* of the Yukon Territory.

"FIRE INSPECTOR" means the Fire Chief and every Member of the Fire Department designated as such by the Fire Chief by name or office or otherwise, authorized to act on the behalf of the Fire Chief who shall have the authority under this bylaw to carry out inspections, actions or enforcement as authorized by this bylaw and the Fire Prevention Act.

"FIRE PROTECTION" means all aspects of fire safety including but not limited to fire prevention, firefighting or suppression, pre-fire or pre-emergency planning, fire investigation, fire inspection, public education and information, and other staff development.

"HIGHWAY" means a "highway" as defined by the *Motor Vehicles Act* of the Yukon Territory.

"INCIDENT" means any set of circumstances where it can be reasonably expected that there is a danger to the physical well-being of Persons, or damage

Emergency Services Bylaw 2024-44

to the property or the environment, and includes but is not limited to the following:

- (1) Fire;
- (2) Circumstances where fire or explosion can be expected to be imminent;
- (3) Circumstances where dangerous or hazardous goods can reasonably be expected to present a danger to Persons, property, or the environment; and
- (4) Automobile accidents.

“MEMBER” means any Person who is duly appointed as a member of the Fire Department.

“OCCUPANT” means any Person or Persons in possession of the building, structure, or property under consideration including family member, renter, lease holder, customer and user.

“OWNER” means any Person, firm, or corporation controlling the property under consideration.

“PARKING FACILITY” means any area or structure above or below ground that is designed to facilitate the parking or storage of vehicles and is used by Persons other than the Owner of the property or structure. This includes garages or parkades attached to another structure or free standing.

“PERSON” shall include any firm, partnership, corporation or agent.

“PROPERTY” means an area of land, including the buildings and other structures erected on the property, but does not include a highway, except that “property” shall include privately owned roads, streets and parking lots.

“RESCUE” means any situation where a Person or Persons are saved by quick and forceful action from immediate or threatened danger such as death or injury.

“RESIDENTIAL OCCUPANCY” means the occupancy or use of a building or part thereof by Persons for whom sleeping accommodation is provided but who are not harboured or detained to receive medical care or treatment or are not involuntarily detained.

“SMOKE ALARM” means a battery or electrically powered combined smoke alarm and audible alarm device that:

- (1) Is designed to sound an alarm upon detection of products of combustion;
- (2) Is equipped with an indicator which provides a readily visible or audible indication that the device is in operating condition; and
- (3) Has been approved by the Underwriter’s Laboratories of Canada and, where electrically powered, also by the Canadian Standards Association.

“VEHICLE” means a vehicle or motor vehicle as described in the *Yukon Motor Vehicles Act*.

Emergency Services Bylaw 2024-44

Authority of the Fire Chief

3. The Fire Chief shall have complete operational responsibility and authority over the Fire Department, subject to the administrative direction and control of the City Manager, and the Fire Chief shall carry out all Fire Protection, Incident response and Prevention activities and such other duties as directed from time-to-time, including but not limited to:
 - (1) Fire suppression;
 - (2) Motor vehicle accident extrication and fire suppression;
 - (3) Hazardous materials and Dangerous Goods Incidents;
 - (4) Pre-fire and pre-emergency planning;
 - (5) Fire Inspections and investigations;
 - (6) Fire safety education; and
 - (7) Rescue Incidents.
4. The Fire Chief, shall have control, direction and management of all Emergency Equipment and personnel assigned to an Incident.
5. The Fire Chief is empowered to cause any building, structure or thing to be pulled down, demolished or otherwise removed if he deems it necessary to prevent the spread of fire to other buildings, structures or things.
6. The Fire Chief is empowered to enter any premises or property where an Incident has occurred and to authorize any Member, apparatus or equipment of the Fire Department to enter as deemed necessary in order to control, combat or deal with the Incident.
7. The Fire Chief is empowered to enter any property and inspect premises for conditions that may cause a fire, increase the danger of a fire or increase the danger to Persons or property from fire.
8. The Fire Chief is empowered to enter, pass through or over buildings or property in the vicinity of an Incident and to authorize Members of the Fire Department and the apparatus and equipment of the Fire Department to enter or pass through or over any building or property where it is necessary to gain access to the Incident or to protect any Person or property.
9. The Fire Chief is empowered to enter any Property and inspect the premises for conditions that may cause a fire, increase the danger of a fire or increase the danger to Persons or Property from fire.
10. The Fire Chief is empowered to enter, pass through or over buildings or Property in the vicinity of an Incident and to authorize Members of the Fire Department and the apparatus and equipment of the Fire Department to enter or pass through or over any building or Property where it is necessary to gain access to the Incident or to protect any Person or Property.

Emergency Services Bylaw 2024-44

11. The Fire Chief is empowered to order the evacuation of persons or establish boundaries or limits and keep Persons from entering the hazardous area.
12. No person shall enter the hazardous area unless authorized by the Fire Chief.
13. The Fire Chief is empowered to direct peace officers to enforce the restrictions on Persons entering within a hazardous area, or to remove Persons from within a hazardous area.
14. The Fire Chief is empowered to order all Adults present at a fire to assist in its suppression, if required. All Persons present at or assisting in the suppression of a fire shall obey the commands of the Fire Chief.
15. No Person at an Incident shall obstruct, hinder or delay a Member or other Person assisting or acting under the direction of the Fire Chief.
16. No Person shall drive any vehicle over any equipment or fire hose without the permission of the Fire Chief.
17. No Person who is not a Member of the Fire Department shall represent themselves as a Member or wear or display any Fire Department badge, cap, button, insignia, or other paraphernalia for the purpose of making such representation.
18. No Person shall obstruct or otherwise interfere with access roads or streets or other approaches to any fire Incident, fire hydrant, cistern, or any connections provided to a fire main, pipe, standpipe, sprinkler system or any body of water designated for fire fighting purposes.
19. No Person shall obstruct a Member from carrying out the duties imposed by this bylaw.
20. No Person shall obstruct, hinder, or delay any Emergency Equipment and every Person on a Highway along which Emergency Equipment is proceeding shall yield right-of-way to the Emergency Equipment.
21. The jurisdiction of the Fire Department is limited to the area within the corporate limits of the City of Whitehorse and Emergency Equipment shall not be used beyond the limits of the City of Whitehorse except pursuant to the provisions of an agreement made pursuant to the *Municipal Act*.
22. Any Member acting in good faith in the discharge of the duties required by this bylaw shall not be personally liable for any damage that may accrue to Persons or Property as a result of any act or omission in the discharge of those duties.
23. The City of Whitehorse shall indemnify any Member or former Member who acts or acted in the discharge of duties required by this bylaw, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgment, reasonably incurred by the Member in respect of any civil, criminal or administrative action or proceeding to which the Member is made a party by reason of being or having been a Member, if:
 - (1) The Member acted honestly and in good faith in the discharge of the Member's duties;

Emergency Services Bylaw 2024-44

- (2) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Member had reasonable grounds for believing that his or her conduct was lawful; and
- (3) The City was put on notice of the action and was permitted to assume carriage and control thereof on behalf of the Member.

Discard of Burning Objects Prohibited

24. No Person shall discard lighted matches or other burning substances in combustible or flammable material or in close proximity thereto.

Flammable Decorative Materials

25. Cotton batting, straw, hay, dry vines, leaves, trees, or other highly flammable materials shall not be used for decorative purposes in show windows or other parts of stores or assembly occupancies unless flame-proofed; provided, however, that nothing in this section shall be held to prohibit the display of saleable goods permitted and offered for sale.

Accumulation of Combustibles

26. No waste paper, straw, shavings, cardboard or other flammable material shall be allowed to accumulate in any building unless placed in a covered metal receptacle or in a protected room designed for the purpose and protected to limit the spread of fire and smoke to other parts of the building. All such material, if not so placed, shall be removed from the building.
27. All ashes, when deposited within a building, shall be placed in a covered non-combustible container and shall not be placed on a combustible floor, and when placed exterior to the building, shall be placed at a distance of at least three metres from any wooden or other combustible material or stored in a non-combustible container until properly and safely disposed.

Storage of Explosives

28. No explosives shall be stored within the City limits without a permit issued by the Fire Chief.
29. The Fire Chief may issue a permit for the temporary storage of explosives that are required for use at construction sites. Such explosives must be stored in the manner prescribed by the *Explosives Act* and be consumed during the working day. Explosives not used during the working day must be removed from the City by six o'clock p.m. that day.
30. The Fire Chief shall not allow the storage or temporary storage of more than 1,000 kilograms of explosives.
31. Not more than 2,000 kg of explosives shall be transported within the City, with the exception of transport along the Alaska Highway and the Klondike Highway, or other designated Dangerous Goods Routes, and in such cases the transport vehicles shall not stop within Whitehorse except for fuelling or maintenance. Pick-up and delivery of explosives shall be done in accordance with the Dangerous Goods Bylaw.

Emergency Services Bylaw 2024-44

Vehicles Fuelled with Propane

32. No Person shall park a vehicle fuelled with propane in any underground or enclosed Parking Facility other than a garage at a single family dwelling.
33. The Owner of every underground or enclosed Parking Facility shall post signs to indicate the parking prohibition for vehicles fuelled by propane in conspicuous locations near the principal entrances of the facility.
34. Signs required by section 32 of this bylaw shall have lettering not less than 100 mm high with a 15 mm stroke.

Correction of Immediate Hazards

35. Whenever the Fire Chief finds combustible or explosive material, flammable liquids or hazardous chemicals being used, stored or kept in such a manner as to constitute a threat to Persons or property, the Fire Chief may, verbally or in writing, order the Owner, tenant, Occupant or agent responsible to remove the combustible or explosive material, flammable liquid, or hazardous chemical immediately from the building or premises.
36. Whenever the Fire Chief finds a building, structure or premise or part thereof which is unoccupied and which, in the opinion of the Fire Chief, is not being kept in a safe condition to guard against fire or the risk of fire or other dangerous risk or accident, the Fire Chief may order the Owner, tenant, Occupant or agent responsible to remedy the dangerous condition and to secure the building, structure or premise or part thereof in such a manner as to prevent any unauthorized use by any Person while it is unoccupied, in accordance with the City of Whitehorse *Vacant and Unoccupied Building Bylaw*.
37. In the event of an immediate hazard, if the Owner, tenant, Occupant or agent responsible refuses or neglects to comply with the order of the Fire Chief to remedy the hazardous condition, or if the Owner, tenant, Occupant or agent responsible for the building or area cannot be located, the Fire Chief may take such action as is appropriate, without notice and at the expense of the Owner, and the City shall recover the expense thereof with costs, in a like manner as City taxes.
38. Without limiting the generality of the foregoing, when immediate measures must be taken to avoid imminent danger of fire or risk of accident, the Fire Chief may cause the evacuation of any building or area, and he may order that the building or area remain evacuated until the hazard is removed, and the Fire Chief may direct the Police and other municipal officials to assist in this regard.

Commercial Refuse Containers

39. Commercial refuse containers shall be placed more than three metres away from any combustible building or structure.
40. Lids on commercial refuse containers shall be kept closed. All refuse placed in a commercial refuse container shall fit entirely within the container and shall permit the lid to be securely closed.

Emergency Services Bylaw 2024-44

41. Commercial refuse containers shall be non-combustible.
42. Notwithstanding sections 39 and 40 of this bylaw, it is permissible to use commercial refuse containers for which lids are not available, or with combustible lids, provided they are placed and maintained a minimum of six metres from all combustibles, including buildings, vehicles, fences, trees, grass and brush which could contribute to the spread of fire.

Fire Department Lock Boxes

43. Upon written request from the Fire Chief, the Owner of an apartment building, office building, warehouse, school, college, or other buildings and properties shall provide keys to such buildings to be secured in a Fire Department Lock Box, located near the principal entrance to the building or property to permit entry by Members for the purpose of dealing with an Incident.
44. The Fire Department Lock Box shall contain the key for the entrance, and may contain separate tagged keys for the annunciator panel, elevators, electrical room, equipment room or other passage doors within the building or structure.
45. The keys to open the lock box will be in the possession of the Fire Department only.
46. The Owner or agent is responsible for the cost of purchase and the secure installation of the lock box. The box shall be installed between 120 cm and 150 cm above the floor or ground and as close to the entrance door as possible.
47. It is the responsibility of the Owner to ensure that the Fire Department is notified when keys are updated in order to ensure that keys stored in the lock box are current. All keys shall be tested in the presence of the Owner prior to placing them in the lock box.

Fire Hydrants

48. Fire hydrants shall not be removed or otherwise made unserviceable without the authorization of the Fire Chief.
49. The Fire Department shall be notified immediately when any fire hydrant is determined to be in a condition that would render it unusable for fire fighting purposes.
50. Fire hydrants shall only be operated by City employees or those authorized by the Manager of Water and Waste Services and the Fire Chief.
51. No Person shall in any way obstruct access to any fire hydrant. No vehicle, building, fence, tree, shrub or any other thing shall be placed within two metres of any hydrant or placed in such a manner that would obscure the view of a fire hydrant from approaching Fire Department vehicles.
52. Water from a fire hydrant shall not be taken for purposes other than fire fighting except as stated in this bylaw.
53. Fire hydrants may be used by employees of the City or by contractors for furnishing water for street sprinkling or flushing, flushing sewers, street repairs or any other

Emergency Services Bylaw 2024-44

purpose as requested by the Manager of Water and Waste Services and approved by the Fire Chief.

- (1) Contractors shall apply to the Manager of Water and Waste Services, obtain a portable water meter and pay the metered rate for the water used as prescribed in the Fees and Charges Bylaw.
 - (2) Portable water meters shall only remain connected to the fire hydrant during the filling operation. Once filling has been completed, the meter shall be disconnected. In no case shall any meter, hose, fitting, or device be left connected to the fire hydrant when it is not in use and attended by the user.
54. All wrenches, couplings, fittings, hoses, and similar devices intended for use with or attachment to a fire hydrant must be approved by the Fire Chief prior to such use or attachment to any hydrant.
55. All fire hydrants, excluding hydrants referred to in section 56 of this bylaw, shall be painted in accordance with the requirements of NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants.
56. Hydrants may be installed for specific purposes other than fire fighting. When required, such hydrants will be installed in addition to those fire hydrants required to meet the City Servicing Standard, and shall not be considered as forming part of the Fire Protection system.
57. The provisions of this bylaw shall apply to all fire hydrants, including privately owned fire hydrants within the City which are considered as forming part of the Fire Protection system as may be determined by the City Servicing Standard, National Building Code, National Fire Code or other applicable standard.

Permit Required

58. Every Person must obtain a permit issued by the Fire Chief to do any of the following:
- (1) Use open flames for display purposes;
 - (2) Discharge, fire or set off any consumer fireworks or display fireworks; and
 - (3) Start or permit a fire of any kind whatsoever in the open air unless otherwise permitted under this bylaw.

Permit Application

59. Every application for a permit shall be made in the form prescribed by the Fire Chief.
60. Where an application for a permit is made to the Fire Department on the prescribed form, the Fire Chief may issue a permit if:

Emergency Services Bylaw 2024-44

- (1) The receptacles, Vehicles, Buildings or other places to be used have been inspected and approved by a Fire Inspector, where the Fire Chief considers such inspection necessary; and/or
- (2) The applicant has paid the applicable fee prescribed in Schedule “B” of this bylaw.

Permit Conditions

61. Every permit required by section 58 shall be subject to the following conditions:

- (1) A permit may not be transferred to another Person;
- (2) The Fire Chief may suspend or revoke a permit if there is a violation of:
 - i. any condition under which the permit was issued; or
 - ii. any requirement of this bylaw or other applicable legislation.
- (3) The permit must be posted in a conspicuous place in or on the premises which are subject to the permit, or carried at all times during the permitted use or activity and produced on request by a Member.

Open Air Burning

62. Except in accordance with permission in sections 63 – hereunder, no Person shall start or permit a fire of any kind whatsoever in the open air within Whitehorse, without first having obtained a permit to do so from the Fire Chief.

63. No permit is required for open air burning for the following:

- (1) For the following outdoor appliances; outdoor fire pit, food smoker, outdoor fireplace, and barbeque, provided:
 - i. the appliance is CSA, ULC, CGA or equivalent safety standard approved, and the appliance is fuelled by natural gas, propane, gel or charcoal briquette only;
 - a) clearance to combustibles – a minimum of 1 metre clearance must be maintained from the nearest structure, Property line, overhead tree or other combustible material for gas fuelled appliances;
 - ii. fire pits are installed to the specifications provided by the Whitehorse Fire Department, with fires being no higher than 0.5 metres. Outdoor appliances such as chimneys must be located on non-combustible material and be equipped with a screen. In all cases, the following are required:

Emergency Services Bylaw 2024-44

- a) clean wood or charcoal must be used;
 - b) supervision – the operator must keep the fire pit or outdoor appliance under constant supervision when in use;
 - c) provisions for Fire Protection – provide an adequate extinguishing agent, such as a fire extinguisher or garden hose; and
 - d) such containers must be at least 3 metres from any building, structure or combustible material.
- (2) By the Fire Department for the purpose of training Members in structural firefighting methods, fire investigation procedures, public education or for the purpose of elimination of fire hazards.
64. In addition to the conditions established in section 61, every permit issued for open air burning shall be subject to the following requirements and conditions:
- (1) Subject to any conditions that may be imposed pursuant to this bylaw, permits shall be issued only during the period of October 1st to March 31st each year, provided that where the Fire Chief considers it safe to do so. These dates are at the discretion of the Fire Chief and may be amended by the Fire Chief if deemed appropriate. In addition, the Fire Chief may issue a permit for any time during the year under such conditions and restrictions considered necessary;
 - (2) No open air burning may be started or permitted on lots less than one acre;
 - (3) A minimum of one Adult must be in attendance at all times during burning;
 - (4) Adequate and reasonable provisions for fire suppression must be in place prior to starting any open burning, which may include extinguishers, hoses or other means of providing immediate suppression;
 - (5) Specifications around pile sizes, number of piles and specific requirements for burn piles will be provided by the Fire Department and must be adhered to as part of the permit Approval. These requirements may be amended from time to time as the Fire Department deems appropriate;
 - (6) The Fire Department may elect to inspect a property prior to issuing a burn permit and may withhold, delay or refuse issuing a permit until all conditions are deemed by the Fire Department to be met;
 - (7) Compostable yard waste, including grass clippings, leaves, tree needles, garden waste and weeds, shall not be burned;

Emergency Services Bylaw 2024-44

- (8) In all instances rubber tires, oil, petroleum products, asphalt products, batteries, refuse, plastic, construction waste, or non-dried organic materials of any kind will not be permitted for starting, fuelling or feeding a fire;
- (9) If, at any time a permit is suspended or cancelled, the fire must be extinguished, a new permit applied for in writing, and the site and operation may be required to be inspected before recommencing burning;
- (10) The operating of a domestic outdoor or backyard incinerator or any structure serving as a domestic incinerator is expressly prohibited;
- (11) When, in the opinion of the Fire Chief, atmospheric conditions or local circumstances may make outdoor burning a hazard or a nuisance, the Fire Chief may temporarily suspend or revoke a permit;
- (12) In addition to any other remedy or offence imposed by this bylaw, a Person who starts a fire without a valid permit pursuant to this section or who are in contravention of this bylaw or the directions of the Fire Department shall be responsible for the costs of providing the additional personnel and equipment that the Fire Chief may deem necessary to extinguish the fire;
- (13) The permit may be revoked or suspended where, in the opinion of the Fire Chief, open air burning under the prevailing weather conditions or other circumstances could reasonably be expected to be hazardous to public safety or to create a nuisance;
- (14) The permit holder shall comply with all other conditions, restrictions and requirements imposed by; and
- (15) The permit holder is responsible for complying with all applicable territorial regulations not governed under this bylaw.

65. Without limiting section 58, the Fire Chief may, issue a permit to allow burning for the purpose of fuel reduction or hazard abatement on private or public property.

Requirement for Smoke Alarms

66. The Owner of every building used for Residential Occupancy shall install and maintain in proper working order, at least one Smoke Alarm in each Dwelling Unit and in each sleeping room not contained in a Dwelling Unit.

Installation of Smoke Alarms

67. Every Smoke Alarm shall be installed on or near the ceiling in accordance with the manufacturer's installation instructions, and shall be located on each floor level of the Dwelling Unit as follows:

- (1) Near the stairs connecting floor levels;

Emergency Services Bylaw 2024-44

- (2) On floor levels containing sleeping areas, between each sleeping area and the remainder of the dwelling; or
- (3) In the hallway, where the sleeping area is served by a hallway belonging to the Dwelling Unit.
 - i. Smoke Alarms shall be audible within the sleeping areas when intervening doors are closed.
 - ii. Smoke Alarms installed by permanent connections to an electrical circuit shall have **NO** disconnect switch between the over-current circuit device and the Smoke Alarm.
 - iii. Where more than one Smoke Alarm is required in a Dwelling Unit and electrically operated Smoke Alarms are installed, the Smoke Alarms shall be wired so that the activation of one alarm will cause all alarms within the Dwelling Unit to sound.

Bylaw Enforcement

68. The Fire Chief shall be responsible for the enforcement of the provisions of this bylaw.
69. Provisions of this bylaw, including issuance of fines and penalties, may also be implemented by City of Whitehorse Bylaw Enforcement Officers.
70. Without limiting the right of entry of a Member during an Incident, the Fire Chief may inspect any building or premises, and for such purpose may at all reasonable hours, and upon producing proper identification, enter into and upon the building or premises to conduct an inspection to determine compliance with the provisions of this bylaw.
71. The Fire Chief may order any Person who contravenes this bylaw to take such measures as are specified in the order to forthwith remedy the non-compliance with this bylaw.

Order to Remedy a Hazardous Condition

72. In addition to authority provided for orders by the Fire Chief elsewhere in this bylaw, if a Person contravenes or fails to comply fully with any provision of this bylaw, or if conditions exist in or upon any premises which in the opinion of the Fire Chief, constitute a fire hazard or other danger to life or property, the Fire Chief may, in writing, issue such order to that Person as necessary to ensure full and proper compliance with this bylaw or to remove or otherwise deal with the fire hazard or other danger.
73. An order made by the Fire Chief under this bylaw may be served:
 - (1) By delivering it or causing it to be delivered to the Person to whom it is directed;
 - (2) By sending the order by mail to the last known address of the property Owner;
or
 - (3) If the Person to whom it is directed cannot be found, is not known or refuses to accept service of the order, by posting a copy of the order in a conspicuous place on the premises that is subject to the order.

Emergency Services Bylaw 2024-44

74. If an order has been posted in accordance with 73(3), a Person must not remove, deface or destroy the order.
75. A Person against whom an order has been made by the Fire Chief under this bylaw may, before the expiration of ten days from the date of the order, appeal in writing to the Fire Chief, who may uphold the order, vary or set aside the order, or issue an alternative order.
76. Every order issued by the Fire Chief or a Fire Inspector shall state a date by which the order shall be carried out, which date shall, in the discretion of the issuer, have regard to the degree of urgency involved in correcting or removing conditions which may tend to increase the hazard of fire or danger to life and Property.
77. Where a Person is in default of an order made pursuant to this bylaw, the City by its employees, servants or agents may enter the premises and effect such work as is required in the notice at the cost and expense of the Owner or Occupant of the premises, payable upon receipt of invoice from the City.

Right to Appeal

78. Every person against whom an order is made pursuant to section 72 of this bylaw pertaining to a fire hazard as described by the *Fire Prevention Act* may, within seven days from the date on which the copy of the order is delivered, either in person or by registered mail, appeal the order to the Fire Marshal. The appeal shall be dealt in accordance with the appeal provisions of the *Fire Prevention Act*
79. The operation of an order referred to in section 78 of this bylaw may be suspended at the discretion of the Fire Marshal, until the Fire Marshal's decision has been served on the appealing Person.
80. All appeals that do not pertain to a fire hazard as described in the *Fire Prevention Act* may be appealed to City Manager.

Right of Assistance

81. The Owner, Occupant or lessee of a building or property or part thereof shall upon request give the Fire Chief or any Member of the Fire Department who is carrying out an inspection or investigation pursuant to this bylaw such information or assistance as may be reasonably required in carrying out the inspection.

Penalties Section

82. Every Person commits an offence who:
- (1) Fails to provide information or assistance as required by section 77; or
 - (2) Knowingly states anything false in information delivered or furnished to the Fire Chief or any Member of the Fire Department; or
 - (3) Obstructs or interferes with an inspection under this bylaw.
83. Every Person who violates a provision of this bylaw commits an offence and is liable on summary conviction to:

Emergency Services Bylaw 2024-44

- (1) A fine in the maximum amount of ten thousand dollars (\$10,000.00) or to imprisonment for no more than six months, or both; or
- (2) A voluntary fine pursuant to the provisions of section 20 of the *Summary Convictions Act*, issued in respect to an offence in the amount specified in Schedule "A" attached hereto and forming a part of this bylaw.

84. Where a Person upon whom an order has been served pursuant to this bylaw fails to comply with the order and has not within the prescribed time appealed the order, or has appealed the order and a decision has been rendered against him, Council may take the necessary action to perform the work required by the order, and the City shall recover the expenses thereof with costs, in a like manner as City taxes.

85. Where an offence is committed or continued on more than one day, it shall be deemed to be a separate offence for each day on which the offence is committed or continued.

Fees for Services

86. The City of Whitehorse is authorized to charge the applicable fees for the various services, tests and emergency responses as listed in the municipal Fees and Charges Bylaw as amended from time to time.

Bylaw Repeal

87. Bylaw 2000-01, including all amendments thereto, is hereby repealed.

Coming Into Force

88. 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

Emergency Services Bylaw 2024-44

SCHEDULE "A" VOLUNTARY FINES

<u>Authority</u>	<u>Ticket Description</u>	<u>Penalty</u>
Section 11	enter within boundaries or limits of a hazardous area	\$100.00
Section 15	obstruct, hinder or delay a Member	\$500.00
Section 16	drive over equipment or fire hose	\$500.00
Section 17	false representation as fire department Member	\$ 50.00
Section 18	obstruct or interfere with roads, streets or approaches	\$500.00
Section 19	obstruct a Member carrying out duties of bylaw	\$500.00
Section 20	obstruct/hinder/delay fire apparatus/vehicle/equipment	\$500.00
Section 24	discarding a burning object	\$200.00
Section 25	use of flammable decorative materials	\$500.00
Section 26	permit accumulation of combustibles	\$100.00
Section 27	improper disposal of ashes	\$100.00
Section 28	storage of explosives contrary to bylaw	\$500.00
Section 29	fail to obtain permit to store explosives	\$500.00
Section 31	transporting explosives in excess of 2000 Kg	\$500.00
Section 32	park propane fuelled vehicle in underground facility	\$300.00
Section 33	fail to post signs	\$200.00
Section 34	improper sign	\$200.00
Sections 35-38	failure to comply	\$1,000.00
Section 39	place refuse container within prohibited distance	\$300.00
Section 40	open lid or refuse stored outside of container	\$300.00
Section 41	container constructed of combustible material	\$300.00
Section 42	fail to maintain required distance from combustibles	\$300.00
Sections 48-55	fail to comply with hydrant regulations	\$300.00
Section 64(1)	burning outside prescribed dates for cleanup purposes	\$200.00
Section 64(1)	burning outside prescribed dates/land clearing purposes	\$1,000.00
Section 62	fail to comply	\$500.00
Section 64(3)	fail to keep competent Person in attendance, or sufficient appliances and equipment on site	\$500.00
Section 64(8)	burning prohibited material	\$500.00
Section 66	fail to install or maintain Smoke Alarm(s)	\$250.00
Section 72	failure to comply	\$1,000.00
Section 81	fail to provide information or assistance	\$500.00
Section 82(1-3)	commits an offence	\$100.00

CITY OF WHITEHORSE

BYLAW 2024-30

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for a residential development on a portion of Ta'an Kwäch'än Council Settlement Land Parcel C-9B; and

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

1. The zoning map attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a portion of Lot 1405, Quad 105D/14, Whistle Bend Subdivision from FP-Future Planning to RCS-Comprehensive Residential Single Family, as indicated on Appendix A and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

July 8, 2024

PUBLIC NOTICE:

July 19 and July 26, 2024

PUBLIC HEARING:

August 12, 2024

SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

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: August 26, 2024

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

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: August 26, 2024

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

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: August 26, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

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:

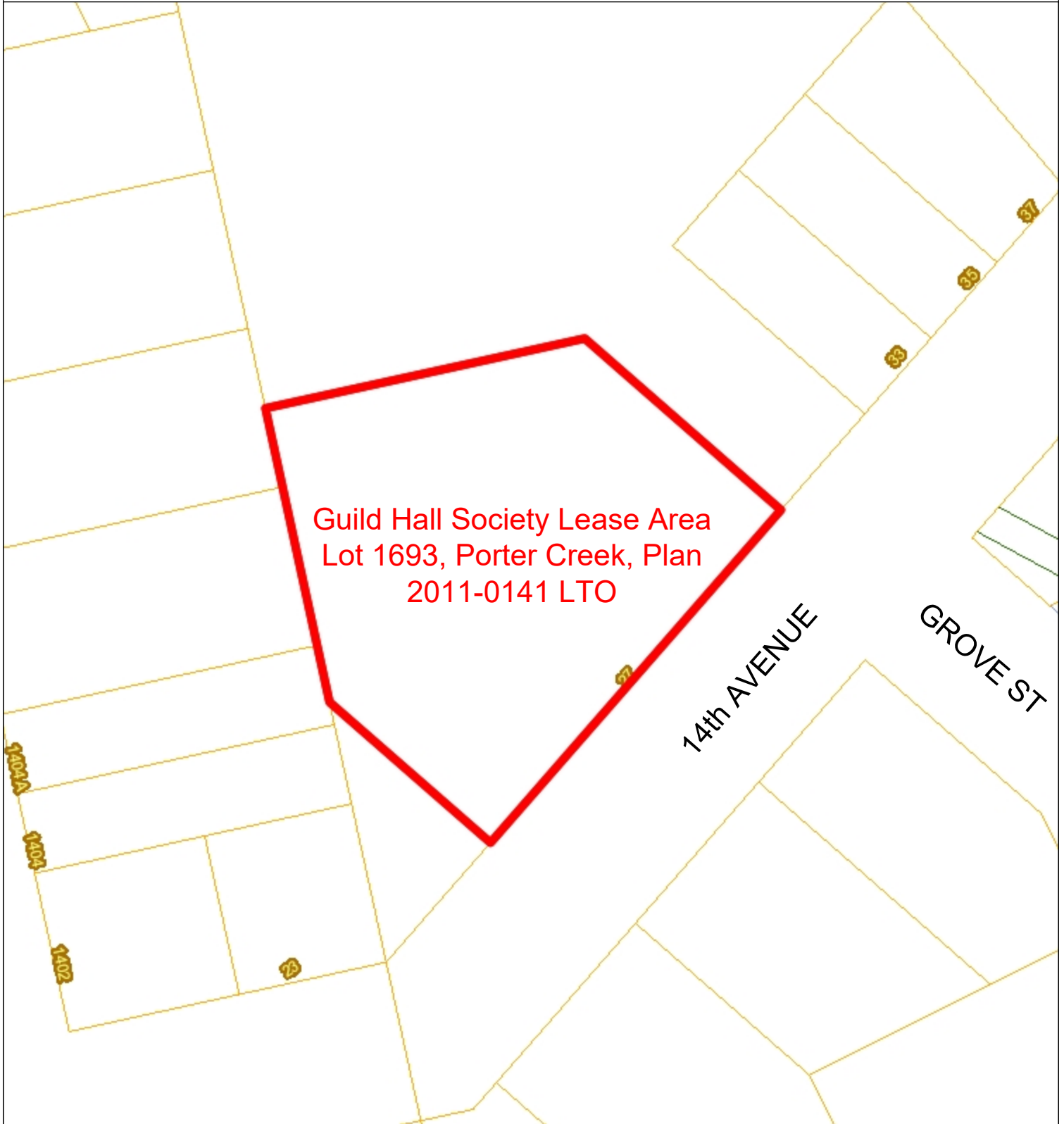
1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with The Guild Hall Society with respect to Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO, in the City of Whitehorse, comprising approximately 0.544 hectares in area, as shown 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: August 26, 2024

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:

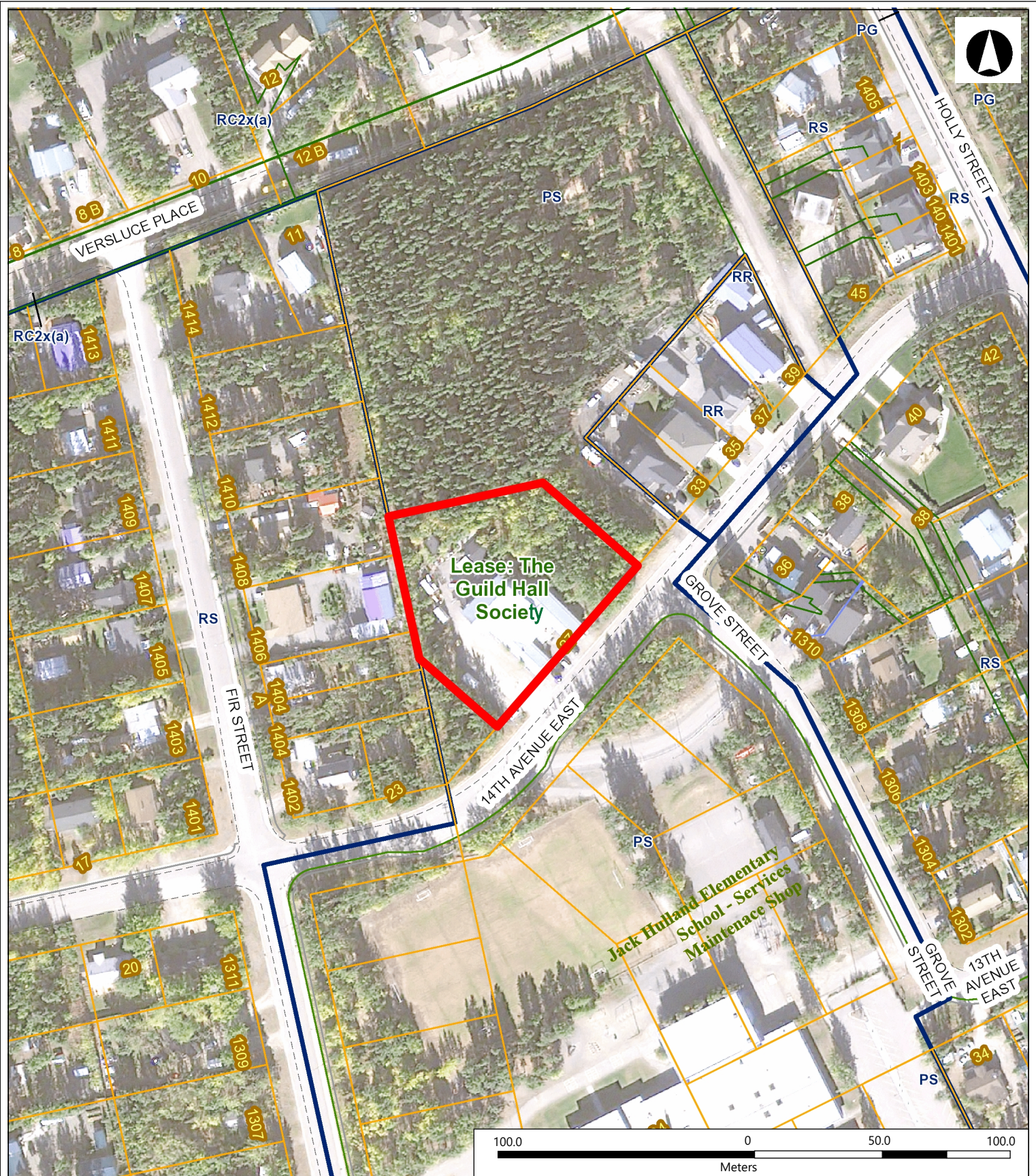
I SWEAR / AFFIRM THAT:

- 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.**

SCHEDULE "A"
Guild Hall Society



SCALE:
1:2,000

DATE:
August 20, 2024

FILE:
Guild Hall Society
R:\Development_Services

DWN BY:
JN

REV NO:
1

CITY OF WHITEHORSE - PLANNING & SUSTAINABILITY SERVICES

Guild Hall Society Lease Agreement - Schedule A

LOT 1693 PORTER CREEK SUBDIVISION, PLAN 2011-0141 LTO YT
Municipal Address: 27 14TH AVENUE EAST

