

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, November 18, 2024 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

**PROCLAMATIONS**            Transgender Day of Remembrance (November 20, 2024)

**DELEGATIONS**            Bob MacDougall – Safe Carpet Cleaning Methods

## **CORPORATE SERVICES COMMITTEE**

1. Capital Budget Variance Reporting Third Quarter
2. Operating Budget Variance Reporting Third Quarter
3. New Business

## **CITY PLANNING COMMITTEE**

1. Zoning Amendment – Copper Ridge Development Area Land Use Master Plan
2. Zoning Amendment – Whistle Bend Electrical Substation – Public Hearing Report
3. Subdivision Approval – Whistle Bend Phase 10 and 11
4. Lease Agreement – Pioneer Hotel 1, Yukon Film Society
5. Lease Agreement – Pioneer Hotel 2, Yukon Literacy Coalition
6. Lease Agreement Amendment – 110ft Crown Reserve
7. New Business

## **DEVELOPMENT SERVICES COMMITTEE**

1. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. New Business

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. Food for Fines Program
2. New Business



## **PROCLAMATION**

### **TRANSGENDER DAY OF REMEMBRANCE**

**November 20, 2024**

**WHEREAS** Transgender Day of Remembrance honours the memory of the transgender, two-spirit, and non-binary people whose lives were lost to transphobic violence; and

**WHEREAS** the City of Whitehorse stands for diversity, inclusion, and respect for all its residents and acknowledges the countless contributions to our community from transgender individuals who deserve a life free from discrimination, violence, and hatred; and

**WHEREAS** it is necessary we come together as a community to stand in solidarity with our transgender neighbours to create a city that embraces, supports, and protects every resident, regardless of their gender identity;

**NOW, THEREFORE I, Mayor Kirk Cameron,** do hereby proclaim November 20, 2024, to be Transgender Day of Remembrance in the city of Whitehorse.

Kirk Cameron  
Mayor

**CITY OF WHITEHORSE**  
**CORPORATE SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Dan Boyd

**Vice-Chair:** Eileen Melnychuk

November 18, 2024

Meeting #2024-21

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1. Capital Budget Variance Reporting Third Quarter  
Presented by Svetlana Erikson, Manager, Financial Services
  2. Operating Budget Variance Reporting Third Quarter – For Information Only  
Presented by Svetlana Erikson, Manager, Financial Services
  3. New Business

## ADMINISTRATIVE REPORT

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 18, 2024
<b>RE:</b> Capital Budget Variance Reporting Third Quarter

### ISSUE

Financial Services has reviewed Capital Budget projections submitted by department managers and is providing a high-level summary of anticipated capital spending and proposed amendments to the 2024 to 2027 Capital Expenditure Program.

### REFERENCE

- [2024-2027 Capital Expenditure Program](#)
- 2024 Capital Budget Amendments (Attachment 1)
- 2024 Third Quarter Capital Budget Proposed Amendments (Attachment 2)
- Bylaw 2024-58 (Appendix A)

### HISTORY

The approved Capital Expenditure Program for 2024 is as follows:

\$ 17,675,163	Approved 2024 Expenditures – Appendix A (Bylaw 2024 to 2027)
26,753,491	Projects Added to Appendix A – due to confirmation of external funding
73,558,271	Capital Projects Re-Budgeted from 2024 (Bylaw 2024-21 and 2024-13)
3,853,596	Capital Budget Amendments by Council Resolutions
<u>\$121,840,521</u>	Total Current Approved Capital Expenditures

### ALTERNATIVES

1. Proceed with amendments as recommended; or
2. Refer the matter back to Administration.

### ANALYSIS

As part of the City's third quarter variance reporting, managers are required to review their planned capital spending. Many projects are proceeding as planned; however, some are experiencing delays due to staff vacancies, logistics issues, material shortages, and contractor/consultant availability. One project has been cancelled. Ten projects have been completed under budget. A budget amendment is recommended to reduce the 2024 Capital Budget by \$871,739.

Additionally, the application for project 320c01119, Mount McIntyre Recreation Centre, has been submitted for \$9,319,000 in funding under the Investing in Canada Infrastructure Program (ICIP) for heating, ventilation, and other upgrades. However, this project's budget

is not currently included in the 2024-2027 Capital Expenditure Program, and therefore requires Council's approval to proceed.

These two changes would bring the total revised capital expenditures to \$130,287,782.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-58, a bylaw to reduce the 2024 to 2027 Capital Expenditure Program in the amount of \$871,739 and to increase the budget for project 320c01119 Mount McIntyre Recreation Centre in the amount of \$9,319,000, funded from the Capital Reserve until the funding has been approved from the Investing in Canada Infrastructure Program (ICIP), be approved under the bylaw process.

**ATTACHMENT 1  
3rd QUARTER CAPITAL VARIANCE  
2024 CAPITAL BUDGET AMENDMENTS**

APPROVED CAPITAL EXPENDITURE PROGRAM	BYLAW	AMOUNT
Approved 2024 Capital Expenditure Program (Appendix A)	Bylaw 2023-27	17,675,163
<b>APPROVED CAPITAL EXPENDITURE PROGRAM</b>		<b>\$ 17,675,163</b>

**2024 REVISIONS**

APPENDIX B PROJECTS MOVED TO APPENDIX A	PROJECT	AMOUNT
Fire Hall #1 Access Improvements	240c00122	250,000
Sanitary Sewer Utility Stations - Upgrades	240c00124	431,250
Crestview Water Improvements	240c00222	3,500,000
Water Stations - Upgrades	240c00224	143,750
Water Flow Meter Chambers - Upgrades	240c00324	321,875
Water Reservoirs - Upgrades	240c00424	18,750
McIntyre Drive Traffic Calming	240c00621	4,200,000
Active Transportation & Regulatory Signage - Spot Improvements	240c00724	50,000
Escarpment Risk Assessment	240c00824	400,000
Neighborhood Speed Limit Reductions - Engineering and Engagement	240c01424	50,000
Whistle Bend 3rd Vehicle Entrance - Planning	240c01824	50,000
Left Turn at Second Avenue and Ogilvie Street	240c01924	50,000
Downtown Sanitary Trunk Main Rehabilitation - Assessment and Design	240c02024	300,000
Range Road Pedestrian Crossings	240c02224	45,000
Selkirk Street Active Transportation Improvements	240c02424	350,000
City Fiber Optic Network Expansion	300c00720	285,000
Ice Resurfacers Replacement	320c00215	450,000
Building Consolidation Plan - Municipal Services Building Demolition	320c00318	2,475,000
Additional Transit Buses	320c00722	2,100,000
Replacement Transit Buses	320c01016	1,400,000
Electric Vehicle (EV) Charging Stations	360c00223	135,000
CGC - Aquatic Centre Domestic Water Line Upgrade	360c00224	1,625,000
Whitehorse Operations Building - Biomass Heating	360c00323	200,000
CGC Roof Upgrade	360c00324	90,000
Para Ramp Infills	500c00409	100,000
Additional Electric Transit Driver Shuttles	500c00423	130,000
Additional Pumper Truck - Station 3	500c00524	2,200,000
Transit Shelters & Benches	580c00115	250,000
Community Emissions Inventory	600c00124	55,000
Storm Water Management Plan	650c00224	250,000
Landfill Gas Assessment	650c00624	175,000
Crestview Lagoon Outfall	650c00724	200,000
Residential/Commercial Organics & Waste Carts	650c01118	170,000
Town Square 2024	720c00224	120,000
Housing Accelerator Plan	720c00824	1,175,000
Bike Rack Program	740c00224	20,400
Mural Pump Station Riverdale	740c00524	48,500
Whistle Bend Phase 6 Playground	740c00623	1,008,966
Replace Irrigation System At Rotary Park	740c01115	230,000
Ozone System Replacement	750c00124	250,000
Takhini Arena Floor Replacement	750c00224	200,000
Arena Stanchion Replacement - NWTEL & ATCO Ice	750c00324	300,000
CGC Flooring Replacement - Main Concourse	750c00424	350,000
Chlorine Scrubber & Auto Shut Off Safety Device - CGC	750c00624	250,000
Running Track Perimeter Flooring Replacement - CGC	750c00822	350,000
<b>TOTAL APPENDIX B PROJECTS WITH FUNDING AGREEMENTS</b>		<b>\$ 26,753,491</b>

<b>APPROVED RE-BUDGETS</b>	<b>BYLAW / RESOLUTION</b>	<b>PROJECT</b>	<b>AMOUNT</b>
Increase the 2024 budget to include the project for Livingstone Lagoon desludging	2024-13	650c00321	735,335
Capital Projects from 2023 approved for re-budget to 2024	2024-21		72,822,936
<b>TOTAL APPROVED RE-BUDGETS</b>			<b>\$ 73,558,271</b>

<b>BUDGET AMENDMENTS: COUNCIL REVISIONS</b>	<b>RESOLUTION</b>	<b>PROJECT</b>	<b>AMOUNT</b>
Increase the 2024 budget for the Takhini Arena furnaces, funded from the Capital Reserve, until the external grant funding is in place	2024-03-06	320c01713	385,000
Amend 2024 capital budget to include a new project: Transit Decarbonization Roadmap	2024-06-03	580c00124	95,000
Increase 2024 budget for Replacement Transit Buses funded from the Investing in Canada Infrastructure Program	2024-12-09	320c01016	100,000
Increase 2024 budget for Additional Transit Buses funded from the Investing in Canada Infrastructure Program	2024-12-09	320c00722	150,000
Development Process Guide and Education Sessions	2024-13-06	720c01524	60,000
Amend 2024 capital budget to include a new project: Wildfire Risk Reduction Pilot Program	2024-13-08	740c01024	274,939
Amend 2024 capital budget to reduce capital program: Policy Development	2024-13-08	220c00220	(66,213)
Increase 2024 budget for Robert Service Way Permanent Solution funded from the General Reserve, until a transfer payment agreement with the Disaster Mitigation and Adaptation Fund is in place	2024-13-09	240c00924	250,000
Reduce 2024 budget per 2nd Quarter Capital Variance - Pavement Management System	2024-17-05	240c00123	(14,556)
Reduce 2024 budget per 2nd Quarter Capital Variance - Free Fare Transit Study	2024-17-05	580c00123	(574)
Reduce 2024 budget per 2nd Quarter Capital Variance - Land Acquisition – 7220 7th Avenue	2024-17-05	720c00221	(380,000)
Increase 2024 budget by moving the 2025 Provisional Budget for Selkirk Water Treatment, funded by the Canada Community Building Fund	BYLAW 2024-40	650c00421	3,000,000
<b>TOTAL BUDGET AMENDMENTS: COUNCIL REVISIONS</b>			<b>\$ 3,853,596</b>

<b>TOTAL 2024 CAPITAL EXPENDITURE PROGRAM AS OF SEPTEMBER 30, 2024</b>			<b>\$ 121,840,521</b>
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**ATTACHMENT 2**  
**3rd QUARTER CAPITAL VARIANCE**  
**2024 CAPITAL BUDGET PROPOSED AMENDMENTS**

<b>PROJECT</b>	<b>STATUS</b>	<b>AMOUNT</b>
240c00324 Water Flow Meter Chambers - Upgrades	Cancelled; requested Capital Budget for 2026	321,875
280c00221 Human Resource Management System & Employee Satisfaction Survey	Completed and Under Budget	260
320c00111 Major Bus Repairs	Completed	-
320c00217 Additional Loader Snow Blower	Completed and Under Budget	117,388
320c00622 Replacement Animal Control Vehicle - Bylaw	Completed and Under Budget	5,571
500c01423 Snow and Ice Control Policy Accessible Stalls	Completed	-
580c00124 Transit Decarbonization Roadmap	Completed and Under Budget	30
650c01019 Metal Pile - One Year	Completed and Under Budget	229
720c00220 Tank Farm Master Plan	Completed and Under Budget	4,804
720c00224 Town Square 2024	Completed and Under Budget	864
720c00623 Commercial and Industrial Land Planning and Design Ice Lake Road South	Completed and Under Budget	20,718
240c01120 Takhini Sanitary Trunk Main	Near Completion and Reduce Budget	200,000
240c01421 Lewes Boulevard Bus Lane	Near Completion and Reduce Budget	200,000
<b>TOTAL COMPLETED AND CANCELLED</b>		<b>\$ 871,739</b>

<b>PROJECT</b>	<b>STATUS</b>	<b>AMOUNT</b>
320c01119 Mount McIntyre Recreation Centre	In Progress and Increase Budget	(9,319,000)
<b>TOTAL PENDING CONFIRMATION OF EXTERNAL FUNDING</b>		<b>\$ (9,319,000)</b>

**TOTAL REVISED 2024 CAPITAL EXPENDITURE PROGRAM: UPON APPROVAL** **\$ 130,287,782**



## **CITY OF WHITEHORSE**

### **BYLAW 2024-58**

A bylaw to amend the 2024 to 2027 Capital Expenditure Program Bylaw 2023-27

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WHEREAS Section 238 of the *Municipal Act* (R.S.Y. 2002) provides that Council shall by bylaw adopt an Annual Operating Budget and a multi-year Capital Expenditure Program; and

WHEREAS Section 241 of the *Municipal Act* provides that no expenditure shall be made which increases total expenditures above what was approved in the Annual Operating Budget or the Capital Budget unless such expenditure is approved by bylaw; and

WHEREAS it has become necessary to amend the 2024 to 2027 Capital Expenditure Program as the result of the third quarter variance and to provide for funding associated with the Mount McIntyre Recreation Centre Upgrades; and

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

1. The 2024 to 2027 Capital Expenditure Program is hereby amended by reducing the 2024 Capital Budget in the amount of \$871,739.
2. The 2024 to 2027 Capital Expenditure Program is hereby amended by increasing the 2024 Capital Budget in the amount of \$9,319,000 to provide for the funding approved for the Mount McIntyre Recreation Centre Upgrades.
3. This bylaw shall come into full force and effect upon final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Kirk Cameron, Mayor

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Corporate Services

## ADMINISTRATIVE REPORT

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	November 18, 2024
<b>RE:</b>	Operating Budget Variance Reporting Third Quarter

### ISSUE

Financial Services has reviewed operating expenditures projections submitted by department managers and is providing a forecast of operating results to the end of the 2024 fiscal year.

### REFERENCE

[Bylaw 2024-01 2024-2026 Operating Budget](#)  
2024 Operating Budget Amendments (Attachment 1)  
2024 Third Quarter Operating Variance Report (Attachment 2)

### HISTORY

Council adopted an operating budget for 2024 totalling \$111,652,491. This comprises an initial budget of \$ 110,555,551 plus subsequent Council approved amendments totalling \$1,096,940 as shown in Attachment 1.

At the end of third quarter, management had been asked to review spending as compared to budget and to forecast expected final results to the end of the year. Through analysis of the variance reported from budgeted operations, as shown in Attachment 2, the City is anticipating an operating surplus for 2024 of \$158,629.

### ANALYSIS

The 2024 third quarter variance projection shows that total operating revenues and expenses are expected to be under budget by \$1,311,974 and \$1,470,603 respectively. Consequently, projections to December 31, 2024, compared to the revised budget, indicate an operating surplus of \$158,629. When viewed by fund, the projected surplus is as follows:

Projected variance		
Fund	Deficit/Surplus to Budget	Primary Driver
General	(137,511)	Reduction in revenues (transfers from reserves and DCC) offset by savings in contract services and employee wages and benefits
Water and Sewer	(21,118)	Savings due to staff vacancies
<b>Projected Surplus</b>	<b>(158,629)</b>	

Overall department spending is controlled. Based on the total budget of \$111,652,491, third quarter variance of \$158,629 is under 1% of the City's total operating budget.

**ATTACHMENT 1  
3rd QUARTER OPERATING VARIANCE  
2024 OPERATING BUDGET AMENDMENTS**

AMENDMENT	BYLAW / RESOLUTION NUMBER	REVENUE	EXPENSES
<b>APPROVED BUDGET</b>	<b>Bylaw 2024-01</b>	<b>\$ 110,555,551</b>	<b>\$ 110,555,551</b>
<b>BUDGET AMENDMENTS</b>			
Amend Operating budget for 2024 Solid Waste Expenditures from offsetting to the User Fees	2024-10-09	250,000	
Amend Operating budget for 2024 User Fees regarding Solid Waste Expenditures	2024-10-09		250,000
Amend Operating budget for 2024 to accommodate the increase to the Building Inspection Expenses by offsetting HAF and General Reserve.	2024-14-10	123,540	
Amend Operating budget for 2024 HAF and General Reserve to accommodate the increase to the Building Inspection Expenses.	2024-14-10		123,540
Amend Operating budget by increasing 2024 Development Incentive Program from offsetting to the General Reserve	BYLAW 2024-24	3,000	
Amend Operating budget for 2024 General Reserve regarding Development Incentive program	BYLAW 2024-24		3,000
Amend Operating budget for 2024 to increase the solid waste expenditures relating to Residential Curbside Recycling Services Program from offsetting to User Fees and Government Transfers.	BYLAW 2024-36	715,000	
Amend Operating budget for 2024 User Fees and Government Transfers to increase solid waste expenditures relating to Residential Curbside Recycling Services Program	BYLAW 2024-36		715,000
Amend Operating budget for 2024 to accommodate the increase of Fees and Charges by offsetting transfers to the General Reserve.	BYLAW 2024-38	5,400	
Amend Operating budget for 2024 transfers to the General Reserve to accommodate the increase of Fees and Charges.	BYLAW 2024-38		5,400
<b>SUMMARY OF AMENDMENTS</b>		<b>\$ 1,096,940</b>	<b>\$ 1,096,940</b>
<b>REVISED BUDGET AS AT SEPTEMBER 30, 2024</b>		<b>\$ 111,652,491</b>	<b>\$ 111,652,491</b>

**ATTACHMENT 2**  
**3rd QUARTER OPERATING VARIANCE**  
**2024 OPERATING VARIANCE REPORT**

<b>REVENUE (BRACKETS INDICATE HIGHER THAN ANTICIPATED REVENUES)</b>	
Government Transfers	(80,923)
Building Permit Revenues	(75,450)
Miscellaneous Revenues	81,159
Parking Meter Collection & Fines	154,235
Development Cost Charges	200,000
Garbage Disposal Fees	449,143
<b>TOTAL REVENUES</b>	<b>\$ 728,164</b>

<b>EXPENSES (BRACKETS INDICATE LOWER THAN ANTICIPATED SPENDING)</b>	
Contract Services	(1,030,796)
Transfers to DCC Reserve	(200,000)
Employee Wages & Benefits	(150,930)
Transfers to Parking Reserve	(81,537)
Other Materials & Supplies	90,307
HR Professional Services & Consultants	232,356
Miscellaneous Expenses	253,807
<b>TOTAL EXPENSES</b>	<b>\$ (886,793)</b>

<b>PROJECTED SURPLUS</b>	<b>\$ (158,629)</b>
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<b>DEFICIT (SURPLUS) BY FUND</b>	
01 GENERAL FUND	(137,511)
02 WWS FUND	(21,118)
<b>PROJECTED SURPLUS</b>	<b>\$ (158,629)</b>

**REVENUE**

- Government Transfers are higher than budgeted due to an increase in the City's Carbon Tax rebate, partially offset by lower than budgeted Territorial Grant amounts.
- Building Permit Revenues are higher than budgeted due to greater than expected construction activities.
- Miscellaneous Revenues consist of multiple revenue sources, including park user fees, daily transit fares, and advertising.
- The reduction in anticipated revenues from Parking Meter Collection and Fines is due to the theft of over 40 parking meters, which were out of service for four months. The introduction of the Hotspot payment method has reduced parking violations. Additionally, a steady increase in the use of alternative modes of transport has impacted parking meter revenues.
- Development Cost Charges are lower than budgeted due to reduced fees for DCCs under the development incentives program.
- Garbage Disposal Fees from the temporary depot are significantly lower than projected. Curbside recycling was initially budgeted to start in September but has been rescheduled to begin in December.

## **EXPENSES**

- Contract Services & Equipment savings result from reduced contract cost for cardboard recycling, the new depot contract, and the elimination of contract expenses for Raven Recycling. Additionally, favorable weather conditions (less snowfall) reduced the need for winter maintenance equipment rental in the first part of the year.
- Employee Wages and Benefits are lower due to staff vacancies in various departments, including Business & Technology Systems, Financial Services, Human Resources, Land & Building, Legislative, and Water & Waste Services.
- Transfers to DCC Reserve are projected to be lower than budgeted due to the decreased revenue from development cost charges.
- Transfers to Parking Reserve are lower than budgeted due to decreased revenues from Parking Meter Collection and Fines.
- Other Materials & Supplies expenses are higher than budgeted due to increased costs for parts and materials needed for maintenance.
- Human Resources Professional Services & Consultants are projected to be higher than budgeted due to recruiting services and external resources required for HR-related matters.
- Miscellaneous Expenses consist of multiple budget lines, including legal fees, repair materials & parts, development incentives, relocation expenses, assessment services, heating fuel, and certain reserve transfers.

**CITY OF WHITEHORSE**  
**CITY PLANNING COMMITTEE**  
Council Chambers, City Hall



**Chair:** Lenore Morris

**Vice-Chair:** Anne Middler

November 18, 2024

Meeting #2024-21

- 
1. Zoning Amendment – Copper Ridge Development Area Land Use Master Plan  
Presented by Mathieu Marois, Senior Planner, Planning and Sustainability Services
  2. Zoning Amendment – Whistle Bend Electrical Substation – Public Hearing Report  
Presented by Mathieu Marois, Senior Planner, Planning and Sustainability Services
  3. Subdivision Approval – Whistle Bend Phase 10 and 11  
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
  4. Lease Agreement – Pioneer Hotel 1, Yukon Film Society  
Presented by Peter Duke, Manager, Land and Building Services
  5. Lease Agreement – Pioneer Hotel 2, Yukon Literacy Coalition  
Presented by Peter Duke, Manager, Land and Building Services
  6. Lease Agreement Amendment – 110ft Crown Reserve  
Presented by Peter Duke, Manager, Land and Building Services
  7. New Business

## ADMINISTRATIVE REPORT

**TO:** City Planning Committee  
**FROM:** Administration  
**DATE:** November 18, 2024  
**RE:** Zoning Amendment – Copper Ridge Development Area Land Use Master Plan

### ISSUE

An application to amend the zoning of lots 519, 520, and a portion of lot 518, known as the Copper Ridge Development Area Land Use Master Plan (the Plan) site, from PS – Public Services, PS(x) – Public Services Modified, and PR – Parks and Recreation to FP – Future Planning, to ensure certainty and flexibility for future rezoning.

### REFERENCE

- [Zoning Bylaw 2012-20](#)
- [Whitehorse 2040 Official Community Plan](#)
- [Copper Ridge Development Area Land Use Master Plan \(the “Plan”\)](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2024-52 (Attachment 2)

### HISTORY

The area between Copper Ridge Place and Falcon Drive was identified for development. To ensure the area is developed in a logical, integrated manner, the City approved a Plan on April 22, 2024 to guide future development. The Government of Yukon (YG) owns Lot 519 and Lot 518, while the City owns Lot 520.

The City of Whitehorse passed a land disposition bylaw on August 26, 2024, to transfer Lot 520 to YG. This transfer aims to facilitate the orderly development and sale of the land to a single developer. In exchange, the City will receive an equivalent 2.02 hectares of land through the development process, ensuring no net loss of City-owned greenspace. While the sales agreement is still being finalized, YG has submitted a zoning amendment application to support the anticipated amalgamation and sale of the site to a private developer, ensuring both certainty and flexibility for future rezoning. The application seeks to rezone the Plan area from PS, PS(x), and PR to FP.

The zoning amendment application was reviewed by the Development Review Committee on September 18, 2024 and no concerns were raised.

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	November 18, 2024
First Reading:	November 25, 2024
Newspaper Ads:	December 27, 2024 and January 3, 2025
Public Hearing:	January 13, 2025
Report to Committee:	February 3, 2025

Second and Third Reading:

February 10, 2025

## **ALTERNATIVES**

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

## **ANALYSIS**

### **Site Context**

The subject site is approximately 6.65 ha in size and is located in the Copper Ridge neighbourhood at the intersection of Falcon Drive and Diamond Way. Copper Ridge Place, a long-term care home, is located directly north of the site and zoned PS.

The surrounding residential neighbourhood is generally zoned RS – Residential Single Detached or RR – Restricted Residential Detached, which primarily provide low-density single detached dwellings. Other PR, PE – Environmental Protection, and a few RM – Residential Multiple Housing zoned lands are also located in proximity to the subject site.

### **Official Community Plan and Land Use Master Plan**

The subject site is designated Residential – Urban in the Official Community Plan (OCP). This designation is intended to accommodate a wide range of residential housing forms and compatible uses.

The approved Plan for the area seeks to create a residential community that meets the needs of both current and future residents while preserving and enhancing natural areas to protect neighbourhood amenities. Most of the land is identified for residential development, with the Plan recommending a variety of housing options and suggesting different zoning approaches. The Plan also includes greenspaces along the northern, western, and southern edges of the Plan area. Finally, the Plan notes that specific zoning would be determined by the landowner and brought to Council for approval at a later date.

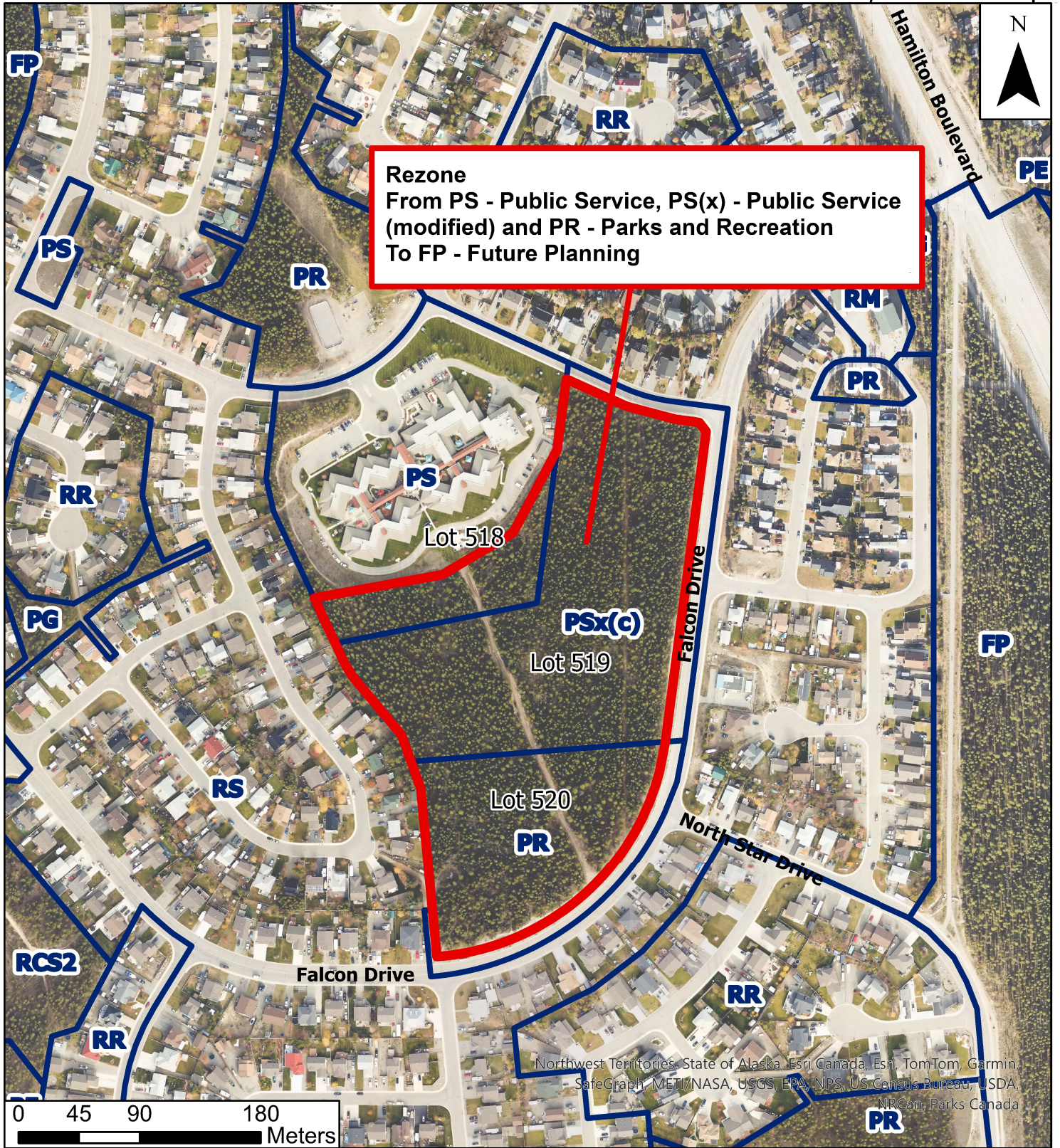
### **Proposed Zoning**

The proposed FP zoning is intended to provide a zone to protect land in a generally undeveloped and natural state until such time as planning has occurred to determine appropriate zoning. In this instance, it will serve as an interim zone to facilitate the anticipated amalgamation and sale of the site to a private developer. This interim zoning designation also provides more certainty and confidence to potential buyers, and provides developers more flexibility in choosing zones that align with their goals and the Plan.

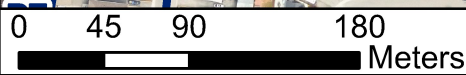
## **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-52, a bylaw to amend the zoning of the Copper Ridge Development Area Land Use Master Plan site, from PS – Public Services, PS(x) – Public Services Modified, and PR – Parks and Recreation to FP – Future Planning, be brought forward for consideration under the bylaw process.






**Rezone**  
 From PS - Public Service, PS(x) - Public Service (modified) and PR - Parks and Recreation  
 To FP - Future Planning



Northwest Territories, State of Alaska, Esri Canada, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, NRCan, Parks Canada

DATE:  
 October 28, 2024

FILE NO:  
 Z-14-2024 - Copper Ridge MP

 Plan Area

**CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES**

**Bylaw 2024-52**

An application to amend the zoning of lots 519, 520, and a portion of lot 518, known as the Copper Ridge Development Area Land Use Master Plan site, from PS – Public Services, PS(x) – Public Services Modified, and PR – Parks and Recreation to FP – Future Planning



**CITY OF WHITEHORSE**  
**BYLAW 2024-52**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to provide certainty and flexibility for future rezoning of the Copper Ridge Development Area Land Use Master Plan site at Lots 518-520, Plan 83103 CLSR YT, 99-0224 LTO; and

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of lots 519, 520, and a portion of lot 518, Plan 83103 CLSR YT, 99-0224 LTO from PS – Public Services, PS(x) – Public Services Modified, and PR – Parks and Recreation to FP – Future Planning as indicated on Appendix “A” and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

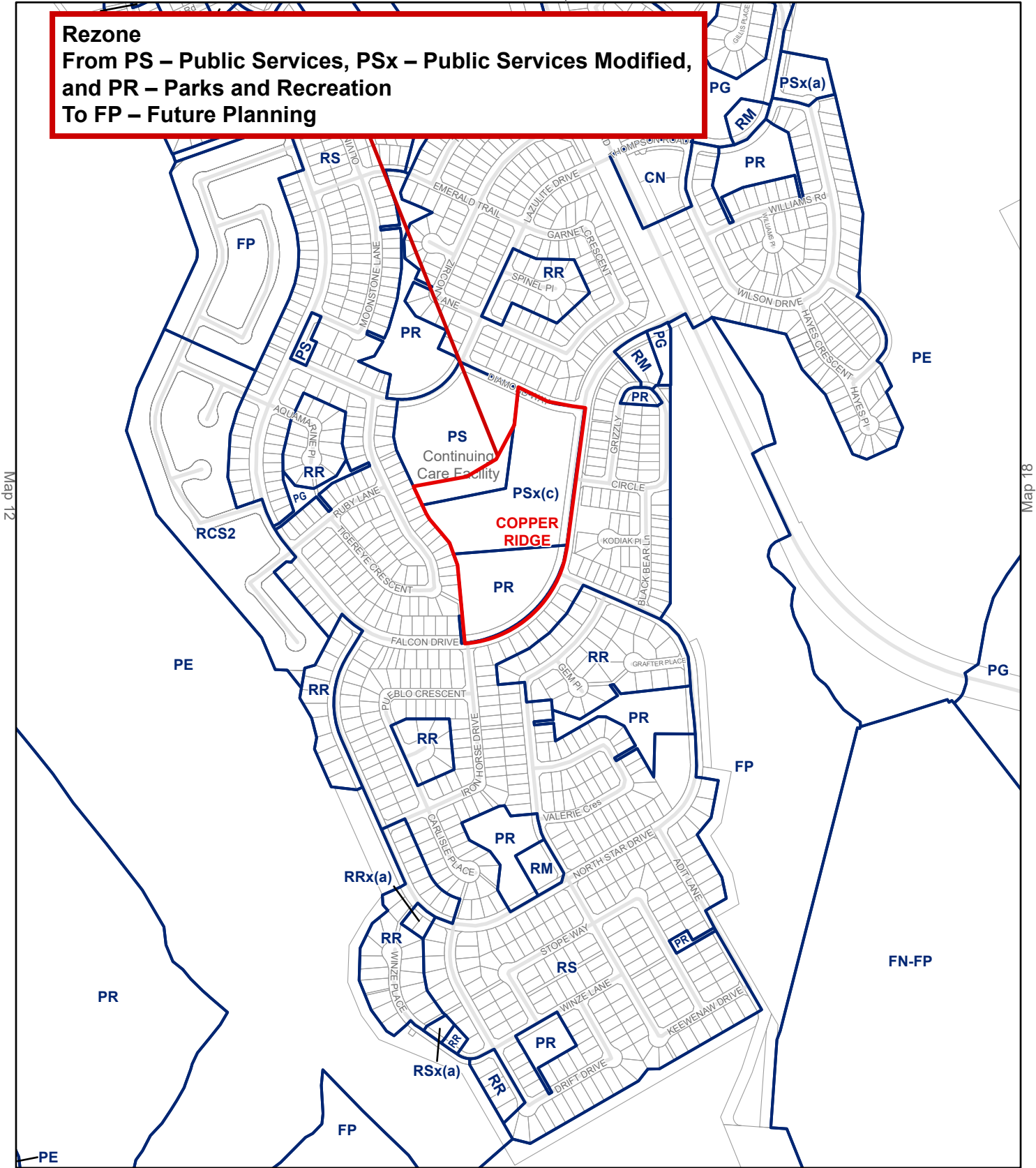
**FIRST READING:**  
**PUBLIC NOTICE:**  
**PUBLIC HEARING:**  
**SECOND READING:**  
**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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

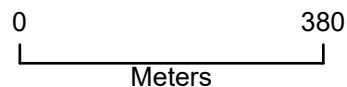
Map 13

**Rezone  
From PS – Public Services, PSx – Public Services Modified,  
and PR – Parks and Recreation  
To FP – Future Planning**



Map 19

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



Projection: NAD 1983 UTM Zone 8

Consolidation date:  
September 13, 2024

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 18, 2024
<b>RE:</b> Public Hearing Report – Whistle Bend Electrical Substation

### **ISSUE**

Public Hearing Report on a bylaw to amend the zoning of a 0.75 ha parcel of vacant Commissioner's land, located west of Phase 7 of Whistle Bend, from FP – Future Planning to PU – Public Utilities, to allow for the development of a new Electrical Substation to address increasing power demands.

### **REFERENCES**

- [Zoning Bylaw 2012-20](#)
- [EMF Fact Sheet](#)
- [Noise Impact Assessment](#)
- [Whistle Bend Phase 7 Lottery Package](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2024-47 (Attachment 2)

### **HISTORY**

An application was received to rezone vacant Commissioner's land to allow for the development of an Electrical Substation, as they are not a permitted use in the FP zone.

Bylaw 2024-47 received First Reading on September 23, 2024. Public hearing notifications were sent out in accordance with the Zoning Bylaw 2012-20, including:

- Newspaper advertisements were posted in the Yukon News on October 25 and November 1, 2024;
- Email notifications were sent to Kwanlin Dün First Nation, Ta'an Kwäch'än Council, Government of Yukon Land Management Branch, and the Whistle Bend Neighbourhood Association;
- Mail notifications were sent to property owners within 100 metres of the subject site; and
- Two notice signs were placed close to the subject site on the intersections of Leota Street/Flora Avenue and Leota Street/Keno Way.

A public hearing for this item was held on November 12, 2024. Two written public input submission were received and one member of the public spoke to the amendment at the public hearing.

### **ALTERNATIVES**

1. Proceed with the second and third readings under the bylaw process; or
2. Do not proceed with the second and third readings.

## **ANALYSIS**

The following matters were raised in the public hearing submissions:

- Potential health and/or safety risk;
- Homebuyer and Marketability Concerns;
- Location Alternatives

### **Potential health and/or safety risk**

A member of the public expressed concerns that the proposed electrical substation will result in potential health and/or safety risks that are associated with living nearby an electrical substation.

Living close to an electrical substation is generally considered safe, however, there are some health and safety considerations related to potential exposure to electromagnetic fields (EMFs), noise, and risks due to high-voltage equipment.

#### *Electromagnetic fields*

Electric fields can be blocked by objects like trees and buildings, while magnetic fields pass through most materials. Both decrease rapidly over distance. For example, at 30 meters from a high-voltage line, magnetic field strength is about a quarter of its original level. At 91 metres, EMF levels are typically indistinguishable from those found in ordinary home environments. Although the closest residential lot is approximately 30 meters from the leased area, it is more than 90 meters from the actual infrastructure within the substation, based on the preliminary design. As a result, exposure levels are expected to remain well within safe limits.

#### *Noise*

Substations can produce a faint humming sound, typically a 60 Hz hum from transformers, which generally fades beyond 50 meters. To minimize any noise impact, a treed buffer is planned to remain around the substation. A Noise Impact Assessment was conducted following British Columbia Energy Regulator (BCER) guidelines, analysing noise levels within 1500 meters of similar Whitehorse substations. Results indicated that predicted noise levels at nearby residences remain within BCER's acceptable limits, making additional noise controls unnecessary.

#### *Voltage*

The voltages at this substation, 35 kV and 25 kV, are classified as medium voltage and are standard voltages for city power distribution. These voltages are commonly used on power poles throughout the city, in residential areas and backyards, along streets downtown, and on every street with buildings that receive electrical power. Security measures, including fencing, will be in place at the substation to prevent unauthorized and unsafe access to the equipment.

### **Homebuyer and Marketability Concerns**

Submitters indicated that recent homebuyers might have reconsidered purchasing on these streets had they known about the substation plan. Concerns were also raised

about the potential impact of the proposed substation on the future marketability of these lots.

The lottery package for Phase 7, which released the lots in this area, indicated that ATCO was in the early stages of developing a substation to the west of Phase 7 and showed its location on the maps made available in the tender package and for online viewing. Additionally, the lot price list included a note referring the closest lots to the section about the anticipated substation as well.

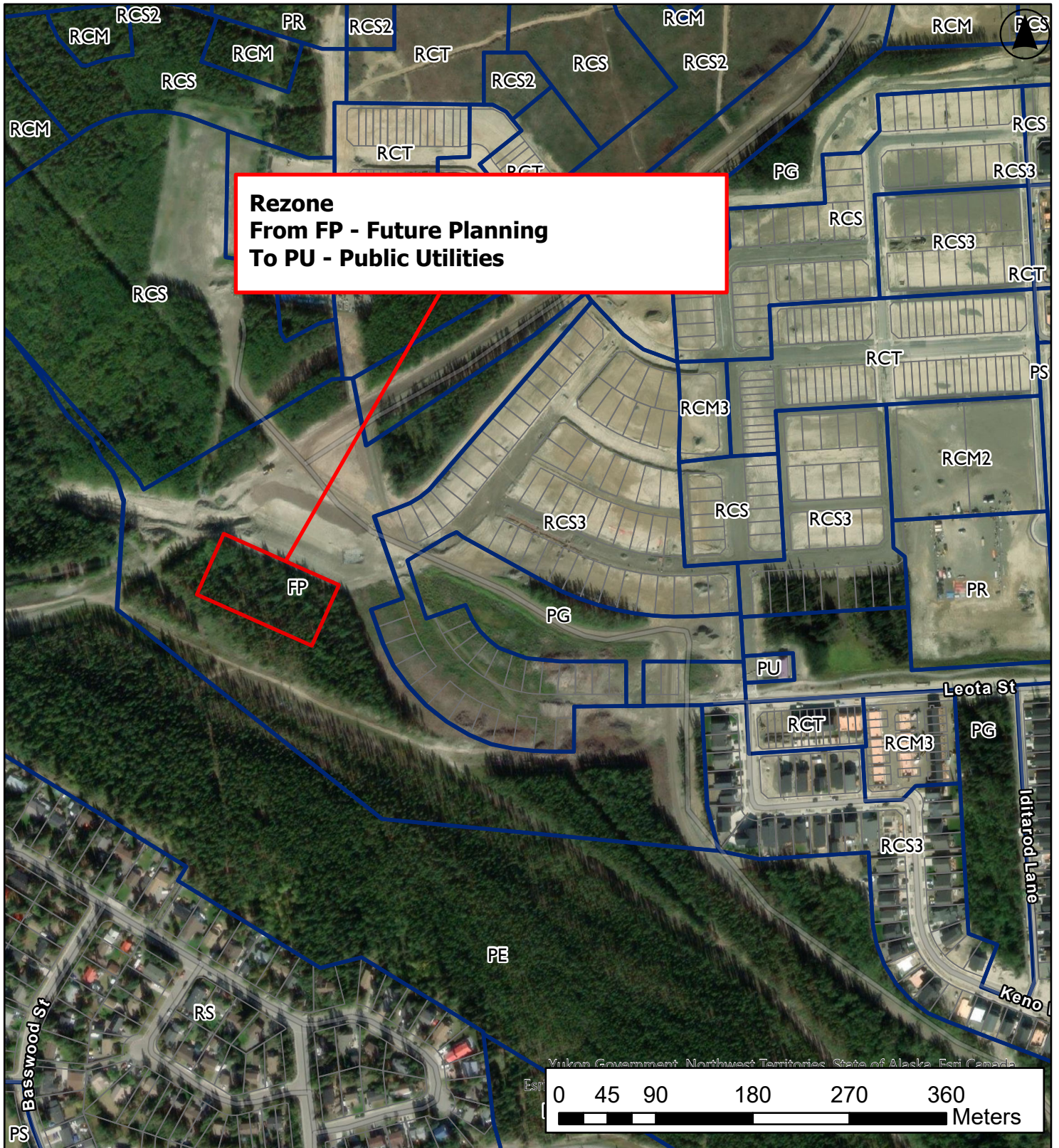
### **Location Alternatives**

A submitter inquired whether the substation could be located farther from nearby residences and what alternative locations were considered before selecting the current site.

Typically, substation sites are selected based on their proximity to the area they will service and their closeness to existing power line infrastructure. A 35kV overhead line runs directly behind Leota Street. To avoid the construction of additional overhead lines and minimize the space needed for rights-of-way the current site was chosen for the substation.


### **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-47, a bylaw to amend the zoning of vacant Commissioner's land from FP – Future Planning to PU – Public Utilities, be brought forward at second and third reading under the bylaw process.



DATE:  
9/5/2024 3:17 PM

FILE:  
Z-12-2024 - Location Map

 Subject Site

**CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES**

**Zoning Bylaw Amendment**

A proposal to amend the zoning of a 0.75 ha parcel of vacant Commissioner's land, located south of Phase 7 of Whistle Bend from FP - Future Planning to PU - Public Utilities



**CITY OF WHITEHORSE**  
**BYLAW 2024-47**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of an Electrical Substation in the 0.75 parcel of vacant Commissioner’s land, located south of Phase 7 of Whistle Bend; and

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of the 0.75 parcel of vacant Commissioner’s land, located south of Phase 7 of Whistle Bend from FP – Future Planning to PU – Public Utilities as indicated on Appendix “A” attached hereto and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**  
**PUBLIC NOTICE:**  
**PUBLIC HEARING:**  
**SECOND READING:**  
**THIRD READING and ADOPTION:**

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Kirk Cameron, Mayor

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Corporate Services



# MAP 6

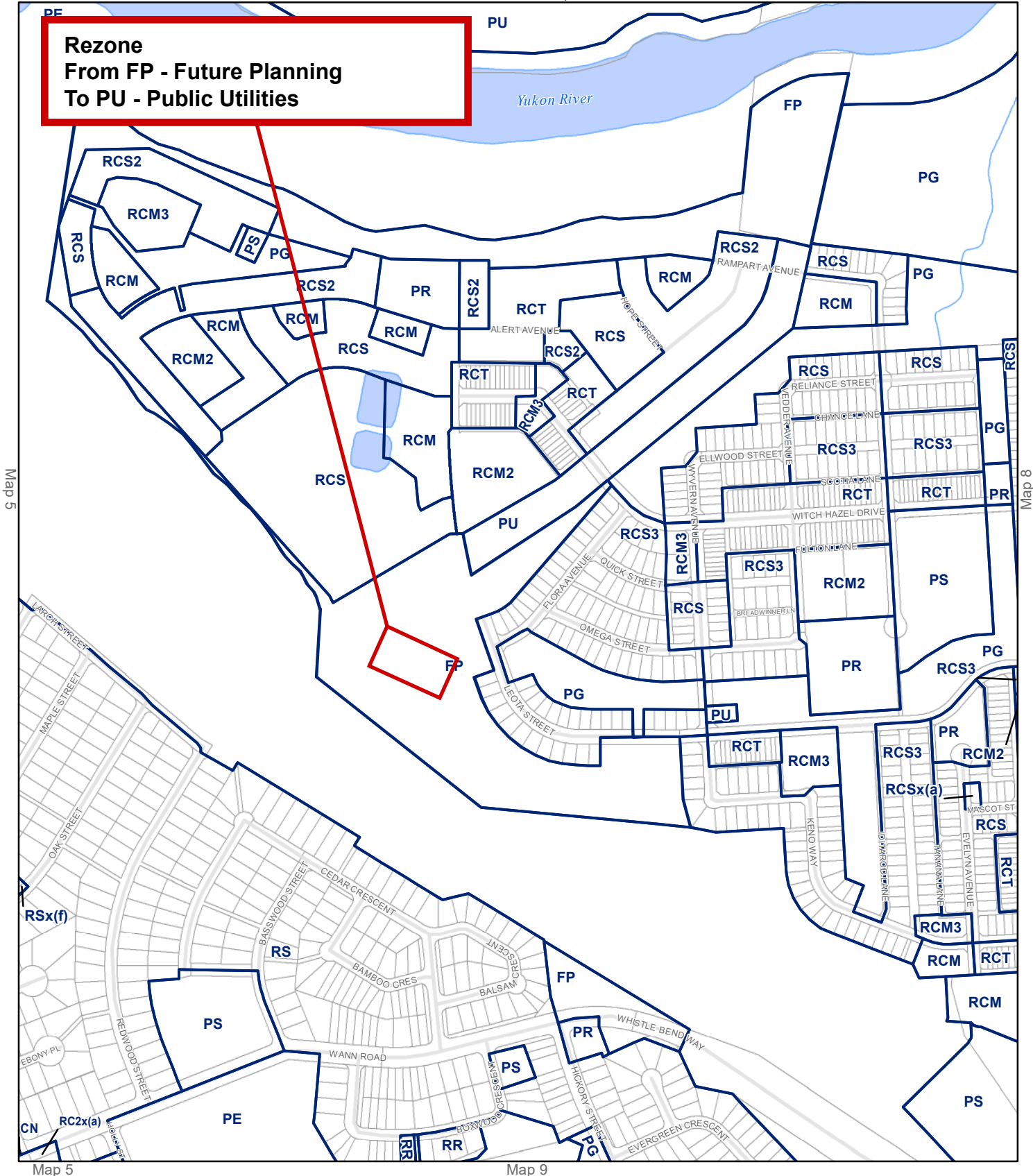
Appendix A, Bylaw Map  
Bylaw 2024-47

WHISTLE BEND (WEST)

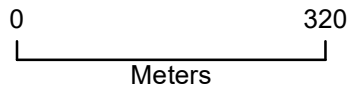
Map 8

**Rezone  
From FP - Future Planning  
To PU - Public Utilities**

Yukon River



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



Consolidation date:  
April 22, 2024

Projection: NAD 1983 UTM Zone 8

## **ADMINISTRATIVE REPORT**

<b>TO:</b> City Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 18, 2024
<b>RE:</b> Subdivision Approval – Whistle Bend Phase 10/11

### **ISSUE**

Subdivision approval for 25.8 ha of vacant Commissioner's land comprising phases 10 and 11 of Whistle Bend.

### **REFERENCE**

- [Municipal Act](#)
- [Zoning Bylaw 2012-20](#)
- [Subdivision Control Bylaw 2012-16](#)
- [Bylaw 2022-32 \(WB Ph 10/11 zoning approval\)](#)
- [Development Cost Charges Bylaw 2012-12](#)
- Attachment 1 - Location Sketch
- Attachment 2 - Subdivision Sketches

### **HISTORY**

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

As part of the planning and development process for Whistle Bend, Council and Administration have issued a number of subdivision approvals between 2009 and 2024. The most recent Whistle Bend subdivision approval was issued August 26, 2024 for phase nine.

Administration is bringing forward phases 10 and 11 for subdivision approval by Council. This subdivision approval follows approval of Bylaw 2022-32 to amend for the zoning for the subject area. Approvals for subsequent phases of Whistle Bend will be brought forward for Council approval at a later date.

In accordance with the City's Subdivision Control Bylaw 2012-16, Council is the approving authority for subdivisions that result in the creation of six or more lots.

### **ALTERNATIVES**

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

**ANALYSIS**

**Lot Layout and Design**

The application area consists of phase 10 (15.8 ha) and phase 11 (10.0 ha). All of the proposed lots conform to the applicable zoning regulations of Zoning Bylaw 2012-20. The details of each phase are as follows:

	<b>Phase 10</b>
<b>Single Family/Duplex Lots</b>	117 lots
<b>Multiple Family Lots (RCM/RCM2/RCM3)</b>	10 lots (11-23 units)
<b>Green Space (PR and PG)</b>	2 lots
<b>Public Utility (PS)</b>	1 lot
<b>Public Utility Lots (PUL)</b>	3 lots
<b>Total Lots</b>	130 lots
<b>Estimated Number of Units*</b>	137 – 220 units

	<b>Phase 11</b>
<b>Single Family Lots/Duplex</b>	97 lots
<b>Multiple Family Lots (RCM/RCM2)</b>	4 lots (11-23 units)
<b>Public Utility Lots (PUL)</b>	3 lots
<b>Total Lots</b>	101 lots
<b>Estimated Number of Units*</b>	111 – 180 units

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

Street naming was identified through the Whistle Bend Master Plan. The theme for street names in Whistle Bend is northern steamships and street names within phases 10 and 11 will continue to follow this theme. Street names for phase 10 and 11 will include; Witch Hazel Drive (continued from previous phases), Aurora Avenue (continued from previous phases), Midnight Sun Crescent, and Little Snug Crescent.

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

**Development Agreement**

The previous development agreements between the City of Whitehorse and YG for other phases of Whistle Bend do not include the current application area. A new agreement will outline the development responsibilities in accordance with the Whistle Bend Master Plan, the Planning and Engineering Design Report for Whistle Bend Future Areas and Town Square, and applicable bylaws and legislation. The development agreement will also set

out the engineering and development standards which are applicable to the subdivision area. Development Agreement Regulations Bylaw 2012-15 has delegated approval of development agreements to the Director of Development Services.

### **Public Use Land Dedication and Development Cost Charges (DCCs)**

The proposed subdivision is subject to the Public Use Land Dedication requirements of Subdivision Control Bylaw 2012-16. The land dedication proposed through this subdivision will be met through the designation of two greenspace areas within phase 10 and several walkways throughout the subject area. Additionally, approximately 30% of the total developed area (255 ha) of the complete Whistle Bend neighbourhood is dedicated to greenbelts and corridors.

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

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

### **Infrastructure and Servicing Agreement**

The City and YG have undertaken a Transportation Impact Analysis to review solutions to traffic issues within the Whistle Bend neighbourhood, as well as off-site infrastructure requirements for Mountain View Drive, Copper Road, and Quartz Road. Administration is recommending that the development responsibilities, timelines, and costs related to these infrastructure improvements be outlined in a separate Infrastructure and Servicing Agreement.

Execution of this agreement will be a condition of subdivision approval for phases 10 and 11 of Whistle Bend. The agreement will include the following projects:

- The design and construction of a multi-use pathway, connecting the Whistle Bend pathway system and the Downtown.
- The design and construction of a third vehicle lane on the Mountain View/Range Road.
- The design and construction of a third vehicle lane on the Copper Rd/Quartz corridor.
- The design and construction of intersection improvements at the Mountain View/Range Road intersection as well as the Copper Road/Industrial Intersections.
- The design and construction of roundabout improvements for Mountain View Drive and Whistle Bend Way.
- The design and construction of a third vehicle entrance to Whistle Bend.

The negotiation of the Infrastructure and Servicing Agreement will occur after the City approves the subdivision and will delineate the responsibilities of each party, including financial commitments, for the various improvements. The parties will enter into and execute this agreement before final acceptance of the subdivision by the Land Titles Office.

These discussions are contingent upon further detailed investigations into the feasibility of each improvement, as well as their integration and connectivity with the broader transportation systems of the City of Whitehorse.

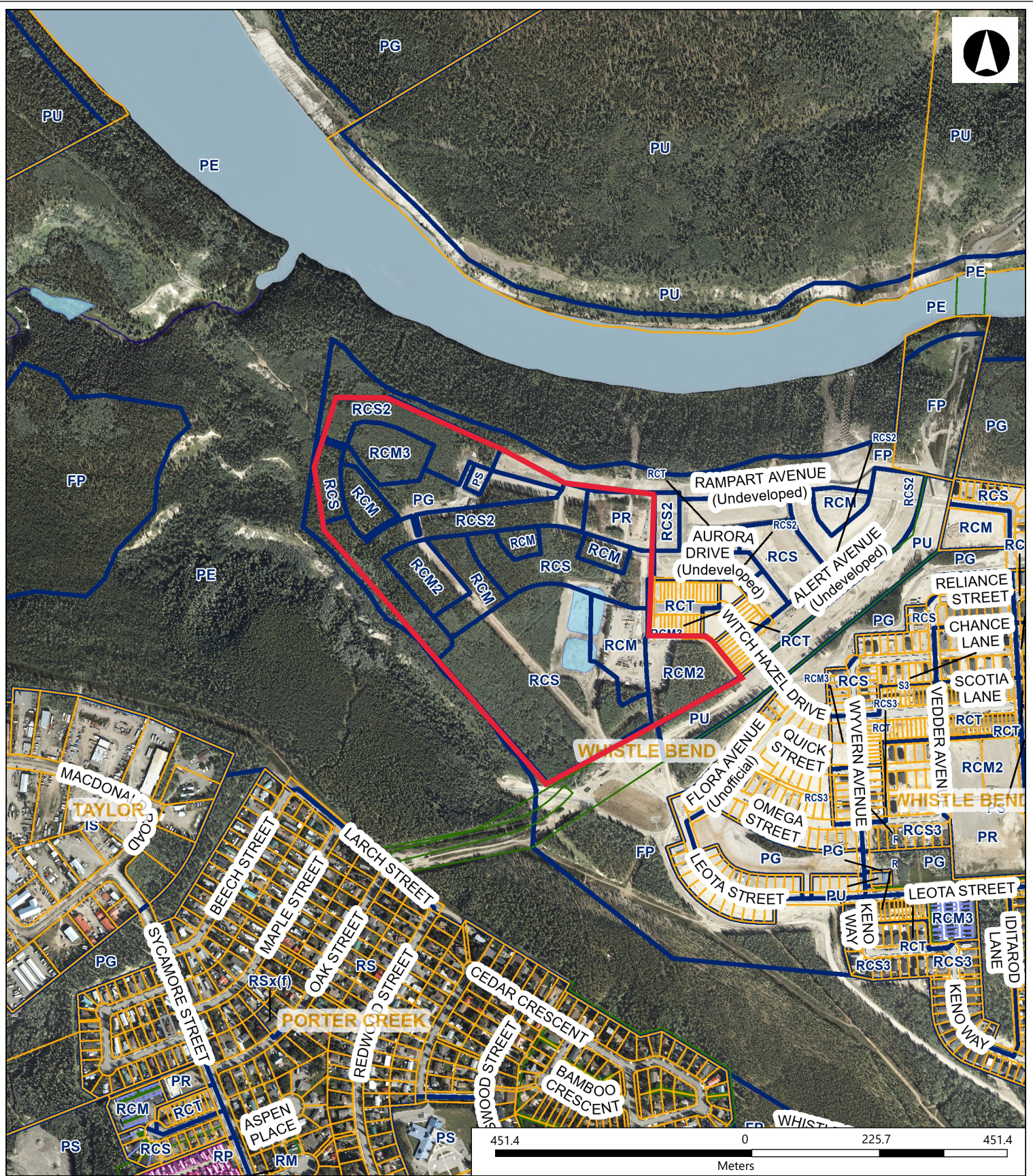
**ADMINISTRATIVE RECOMMENDATION**

THAT Council approve the subdivision of approximately 25.8 ha of land for the creation of new residential lots, lanes, and roads for the areas known as Whistle Bend Phase 10 and 11, as shown on the proposed subdivision sketches, subject to the following conditions:

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; and

THAT Government of Yukon enter into an Infrastructure and Servicing Agreement with the City of Whitehorse that sets out the development responsibilities, timelines, and costs associated with transportation improvements within Whistle Bend and along Mountain View Drive, Copper Road, and Quartz Road; and

THAT Council authorize Mayor and Corporate Services to execute an Infrastructure and Servicing Agreement with the Government of Yukon.



SCALE:  
1: 10,000

DATE:  
-Nov 18, 2024-

FILE:  
S-10-2024

DWN BY:  
TextBox1

REV NO:  
1

CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

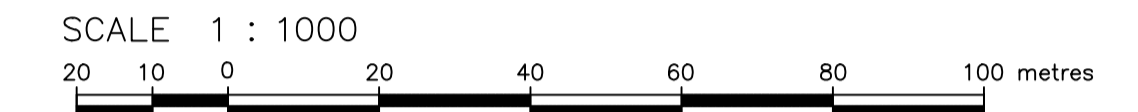
Location Sketch - Proposed Subdivision Whistle Bend Phases 10 & 11



SUBDIVISION SKETCH OF  
**PROPOSED LOTS 1 TO 133,  
 ROADS AND LANES**

Consisting of 130 Lots, 3 PUL, 4 Roads and 2 Lanes  
 (COMPROMISING VACANT YUKON LAND)

**WHISTLE BEND SUBDIVISION  
 PHASE 10  
 CITY OF WHITEHORSE  
 YUKON**



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

**LEGEND :**

Bearings are UTM Grid, and are referred to the central meridian of UTM Zone 8 (135° W.)

Proposed subdivision dealt with by this plan bounded thus: ————

Distances shown are horizontal at general ground level and are expressed in metres.

Chamfers are 6 metres for Roads and 3 metres for Lane.

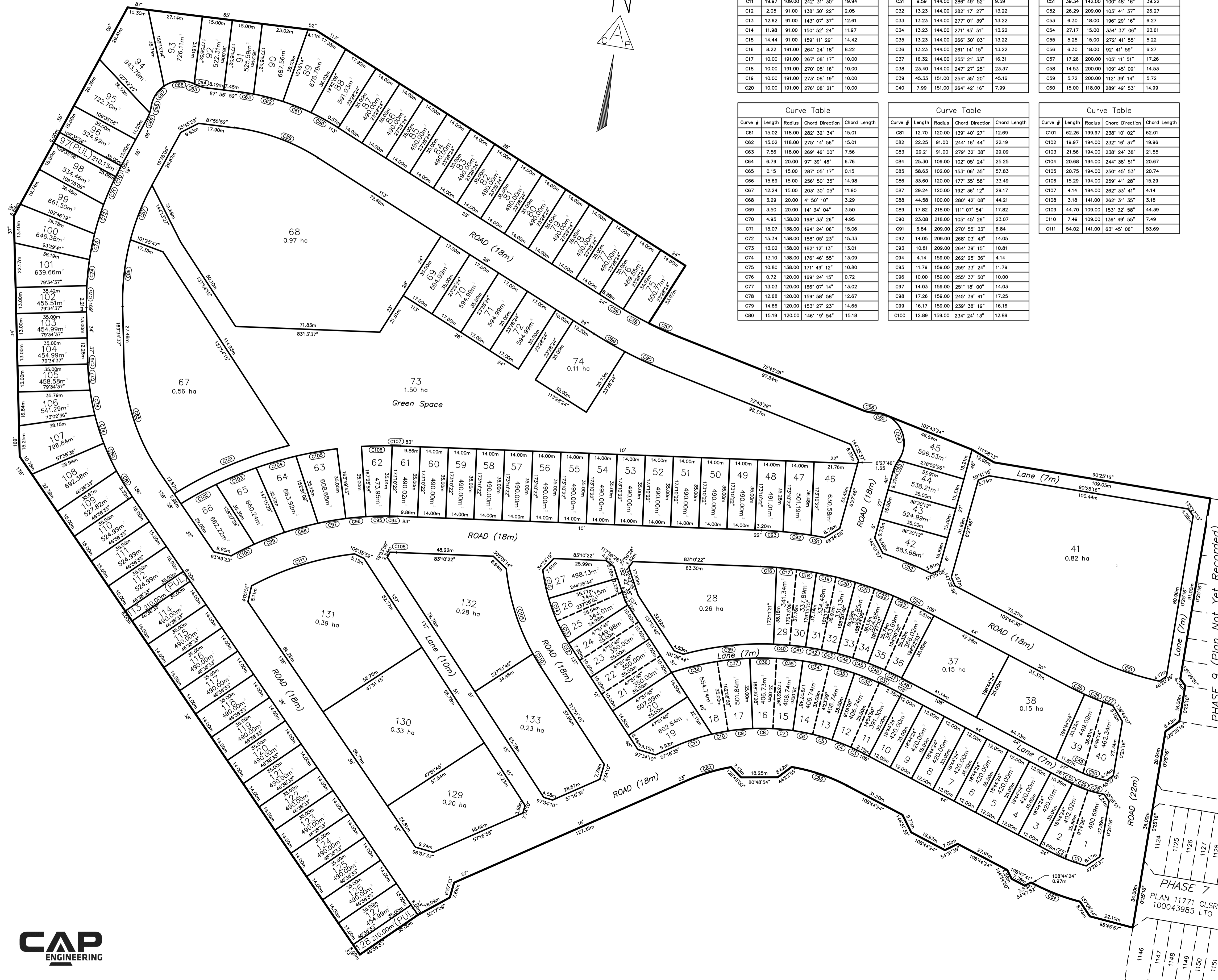
Official lot numbers will be assigned once issued by the Surveyor General Branch.  
 Lot lines and dimensions are subject to final legal survey.

Drawing is based on new Whistle Bend Ground Datum:

- 1) Origin at Point 1
- 2) No rotation
- 3) CSF: 0.999492
- 4) UTM N: 6737653.153 E: 494916.231 EL: 681.549
- 5) Ground N: 150000 E: 50000 EL: 681.549

Curve Table					Curve Table					Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length
C1	10.92	91.00	99° 52' 09"	10.91	C21	10.00	191.00	279° 08' 22"	10.00	C41	8.00	151.00	267° 44' 17"	8.00
C2	8.63	91.00	106° 01' 21"	8.63	C22	10.00	191.00	282° 08' 23"	10.00	C42	8.02	151.00	270° 46' 42"	8.02
C3	7.26	109.00	286° 49' 57"	7.26	C23	11.01	191.00	285° 17' 28"	11.01	C43	8.04	151.00	273° 49' 32"	8.04
C4	10.01	109.00	282° 17' 35"	10.01	C24	6.00	191.00	287° 50' 31"	6.00	C44	8.06	151.00	276° 52' 46"	8.06
C5	10.01	109.00	277° 01' 45"	10.01	C25	8.90	160.00	107° 08' 53"	8.90	C45	8.07	151.00	279° 56' 23"	8.07
C6	10.01	109.00	271° 45' 55"	10.01	C26	9.99	160.00	103° 45' 59"	9.99	C46	8.90	151.00	283° 09' 39"	8.90
C7	10.01	109.00	268° 30' 05"	10.01	C27	5.19	160.00	101° 02' 58"	5.19	C47	9.33	151.00	286° 37' 13"	9.33
C8	10.01	109.00	261° 14' 15"	10.01	C28	8.28	57.00	95° 04' 57"	8.27	C48	0.92	151.00	288° 33' 55"	0.92
C9	12.36	109.00	255° 21' 29"	12.35	C29	8.43	57.00	103° 28' 57"	8.43	C49	3.25	50.00	106° 52' 37"	3.25
C10	8.25	109.00	249° 56' 32"	8.25	C30	1.01	57.00	108° 13' 50"	1.01	C50	12.24	50.00	98° 00' 10"	12.21
C11	19.97	109.00	242° 31' 30"	19.94	C31	9.59	144.00	288° 49' 52"	9.59	C51	39.34	142.00	100° 48' 16"	39.22
C12	2.05	91.00	138° 30' 22"	2.05	C32	13.23	144.00	282° 17' 27"	13.22	C52	26.29	209.00	103° 41' 37"	26.27
C13	12.62	91.00	143° 07' 37"	12.61	C33	13.23	144.00	277° 01' 39"	13.22	C53	6.30	18.00	196° 29' 16"	6.27
C14	11.98	91.00	150° 52' 24"	11.97	C34	13.23	144.00	271° 45' 51"	13.22	C54	27.17	15.00	334° 37' 06"	23.61
C15	14.44	91.00	159° 11' 29"	14.42	C35	13.23	144.00	266° 30' 03"	13.22	C55	5.25	15.00	272° 41' 55"	5.22
C16	8.22	191.00	264° 24' 18"	8.22	C36	13.23	144.00	261° 14' 15"	13.22	C56	6.30	18.00	92° 41' 59"	6.27
C17	10.00	191.00	267° 08' 17"	10.00	C37	16.32	144.00	255° 21' 33"	16.31	C57	17.26	200.00	105° 11' 51"	17.26
C18	10.00	191.00	270° 08' 16"	10.00	C38	23.40	144.00	247° 27' 25"	23.37	C58	14.53	200.00	109° 40' 09"	14.53
C19	10.00	191.00	273° 08' 19"	10.00	C39	45.33	151.00	254° 35' 20"	45.16	C59	5.72	200.00	112° 39' 14"	5.72
C20	10.00	191.00	276° 08' 21"	10.00	C40	7.99	151.00	264° 42' 16"	7.99	C60	15.00	118.00	289° 49' 53"	14.99

Curve Table					Curve Table					Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length
C61	15.02	118.00	282° 32' 34"	15.01	C81	12.70	120.00	139° 40' 27"	12.69	C101	62.26	199.97	238° 10' 02"	62.01
C62	15.02	118.00	275° 14' 56"	15.01	C82	22.25	91.00	244° 16' 44"	22.19	C102	19.97	194.00	232° 16' 37"	19.96
C63	7.56	118.00	269° 46' 00"	7.56	C83	29.21	91.00	279° 32' 38"	29.09	C103	21.56	194.00	238° 24' 38"	21.55
C64	6.79	20.00	97° 39' 46"	6.78	C84	25.30	109.00	102° 05' 24"	25.25	C104	20.68	194.00	244° 38' 51"	20.67
C65	0.15	15.00	287° 05' 17"	0.15	C85	58.63	102.00	153° 06' 35"	57.83	C105	20.75	194.00	250° 45' 53"	20.74
C66	15.69	15.00	256° 50' 35"	14.98	C86	33.60	120.00	177° 35' 58"	33.49	C106	15.29	194.00	259° 41' 28"	15.29
C67	12.24	15.00	203° 30' 05"	11.90	C87	29.24	120.00	192° 36' 12"	29.17	C107	4.14	194.00	262° 33' 41"	4.14
C68	3.29	20.00	4° 50' 10"	3.29	C88	44.58	100.00	280° 42' 08"	44.21	C108	3.18	141.00	262° 31' 35"	3.18
C69	3.50	20.00	14° 34' 04"	3.50	C89	17.82	218.00	111° 07' 54"	17.82	C109	44.70	109.00	153° 32' 58"	44.39
C70	4.95	138.00	198° 33' 26"	4.95	C90	23.08	218.00	105° 45' 26"	23.07	C110	7.49	109.00	139° 49' 50"	7.49
C71	15.07	138.00	194° 24' 06"	15.06	C91	6.84	209.00	270° 55' 33"	6.84	C111	54.02	141.00	63° 45' 06"	53.69
C72	15.34	138.00	188° 05' 23"	15.33	C92	14.05	209.00	268° 03' 43"	14.05					
C73	13.02	138.00	182° 12' 13"	13.01	C93	10.81	209.00	264° 39' 15"	10.81					
C74	13.10	138.00	176° 46' 55"	13.09	C94	4.14	159.00	262° 25' 36"	4.14					
C75	10.80	138.00	171° 49' 12"	10.80	C95	11.79	159.00	259° 33' 24"	11.79					
C76	0.72	120.00	169° 24' 15"	0.72	C96	10.00	159.00	255° 37' 50"	10.00					
C77	13.03	120.00	166° 07' 14"	13.02	C97	14.03	159.00	251° 18' 00"	14.03					
C78	12.68	120.00	159° 58' 58"	12.67	C98	17.26	159.00	245° 39' 41"	17.25					
C79	14.66	120.00	153° 27' 23"	14.65	C99	16.17	159.00	239° 38' 19"	16.16					
C80	15.19	120.00	146° 19' 54"	15.18	C100	12.89	159.00	234° 24' 13"	12.89					



PHASE 9 (Plan Not Yet Recorded)

PHASE 7  
 PLAN 11771 CLR  
 100043985 LTO

SUBDIVISION SKETCH OF  
**PROPOSED LOTS 1 TO 99, ROADS AND LANE**

Consisting of 95 Lots, 4 PUL, 3 Roads and 1 Lane  
 (COMPROMISING VACANT YUKON LAND)

**WHISTLE BEND SUBDIVISION  
 PHASE 11  
 CITY OF WHITEHORSE  
 YUKON**

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

**LEGEND :**

Bearings are UTM Grid, and are referred to the central meridian of UTM Zone 8 (135° W.)

Proposed subdivision dealt with by this plan bounded thus: .....

Distances shown are horizontal at general ground level and are expressed in metres.

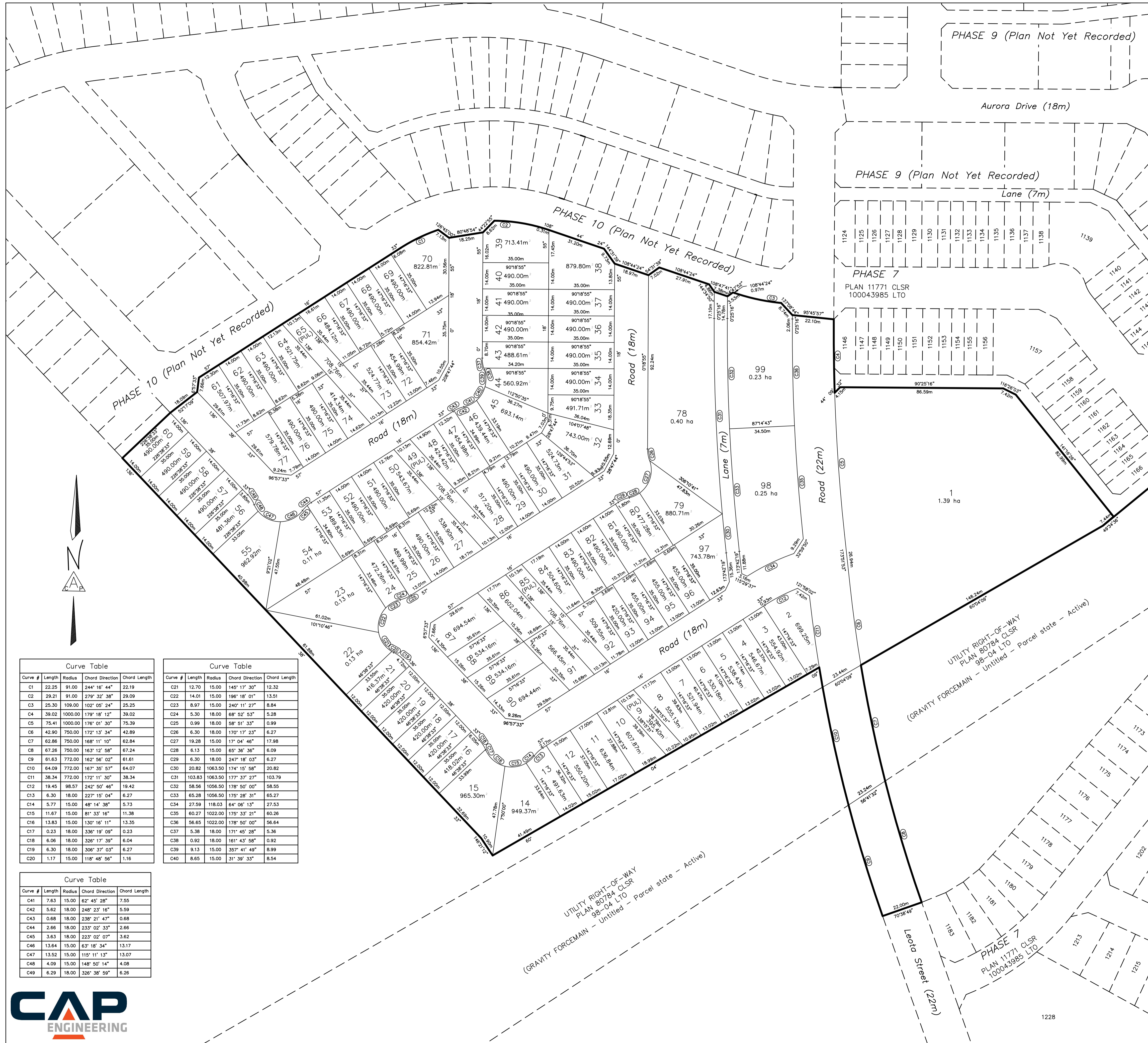
Chamfers are 6 metres for Roads and 3 metres for Lane.

Official lot numbers will be assigned once issued by the Surveyor General Branch.

Lot lines and dimensions are subject to final legal survey.

Drawing is based on new Whistle Bend Ground Datum:

- 1) Origin at Point 1
- 2) No rotation
- 3) CSF: 0.999492
- 4) UTM N: 6737653.153 E: 494916.231 EL: 681.549
- 5) Ground N: 150000 E: 50000 EL: 681.549



Curve #	Length	Radius	Chord Direction	Chord Length
C1	22.25	91.00	244° 16' 44"	22.19
C2	29.21	91.00	279° 32' 38"	29.09
C3	25.30	109.00	102° 05' 24"	25.25
C4	39.02	1000.00	179° 18' 12"	39.02
C5	75.41	1000.00	178° 01' 30"	75.39
C6	42.90	750.00	172° 13' 34"	42.89
C7	62.86	750.00	168° 11' 10"	62.84
C8	67.26	750.00	163° 12' 58"	67.24
C9	61.63	772.00	162° 56' 02"	61.61
C10	64.09	772.00	167° 35' 57"	64.07
C11	38.34	772.00	172° 11' 30"	38.34
C12	19.45	98.57	242° 50' 46"	19.42
C13	6.30	18.00	327° 15' 04"	6.27
C14	5.77	15.00	48° 14' 38"	5.73
C15	11.67	15.00	81° 33' 16"	11.38
C16	13.83	15.00	130° 16' 11"	13.35
C17	0.23	18.00	336° 19' 09"	0.23
C18	6.06	18.00	326° 17' 39"	6.04
C19	6.30	18.00	306° 37' 03"	6.27
C20	1.17	15.00	118° 48' 56"	1.16

Curve #	Length	Radius	Chord Direction	Chord Length
C21	12.70	15.00	145° 17' 30"	12.32
C22	14.01	15.00	196° 18' 01"	13.51
C23	8.97	15.00	240° 11' 27"	8.84
C24	5.30	18.00	68° 52' 53"	5.28
C25	0.99	18.00	58° 51' 33"	0.99
C26	6.30	18.00	170° 17' 23"	6.27
C27	19.28	15.00	17° 04' 46"	17.98
C28	6.13	15.00	65° 36' 36"	6.09
C29	6.30	18.00	247° 18' 03"	6.27
C30	20.82	1063.50	174° 15' 58"	20.82
C31	103.83	1063.50	177° 37' 27"	103.79
C32	58.56	1056.50	178° 50' 00"	58.55
C33	65.28	1056.50	175° 28' 31"	65.27
C34	27.59	118.03	84° 08' 13"	27.53
C35	60.27	1022.00	175° 33' 21"	60.26
C36	56.65	1022.00	178° 50' 00"	56.64
C37	5.38	18.00	171° 45' 28"	5.36
C38	0.92	18.00	161° 43' 58"	0.92
C39	9.13	15.00	357° 41' 49"	8.99
C40	8.65	15.00	31° 39' 33"	8.54

Curve #	Length	Radius	Chord Direction	Chord Length
C41	7.63	15.00	62° 45' 28"	7.55
C42	5.62	18.00	248° 23' 16"	5.59
C43	0.68	18.00	238° 21' 47"	0.68
C44	2.66	18.00	233° 02' 33"	2.66
C45	3.63	18.00	223° 02' 07"	3.62
C46	13.64	15.00	63° 18' 34"	13.17
C47	13.52	15.00	115° 11' 13"	13.07
C48	4.09	15.00	148° 50' 14"	4.08
C49	6.29	18.00	326° 36' 59"	6.26





## ADMINISTRATIVE REPORT

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 18, 2024
<b>RE:</b> Bylaw for Lease of Pioneer Hotel 1 (Jenni House) – Shipyards Park

### ISSUE

Bylaw to enter into a lease agreement with Yukon Film Society for the Pioneer Hotel 1 (Jenni House) located in Shipyards Park.

### REFERENCE

- [Municipal Act](#)
- [2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Municipal Charges and Community Service Grants \(MCCSG\)](#)
- [Lease, Encroachment and Property Use Policy](#)
- Attachment 1 - Proposed Bylaw 2024-54 and Appendix A (Bylaw Sketch)
- Attachment 2 – Lease Agreement (Pioneer Hotel 1)

### HISTORY

Pioneer Hotel 1 (also known as Jenni House) is a heritage structure owned by the City of Whitehorse. Constructed in 1899, it was originally part of one larger building located on the east bank of the Yukon River before it was relocated to Front Street near Main Street. In the 1950s, the building was moved to its present location at Shipyards Park (then known as Moccasin Flats) and divided into three pieces. Only Pioneer Hotel 1 and Pioneer Hotel 2 of the original building remain. Both have been fully restored and made available for lease in Shipyards Park.

The current lessee, Yukon Film Society (YFS) has been a tenant in Pioneer Hotel 1 since 2015. The current lease expired at the end of October 2024 and a new lease is required.

YFS is a registered non-profit organization in compliance Yukon Corporate Registries. YFS primary activities are to support media art creation, presentation, and training in the Yukon and are in compliance with Yukon Corporate Registries.

### ALTERNATIVES

1. Bring forward Bylaw 2024-54 to enter into a new lease agreement with Yukon Film Society.
2. Do not proceed with the bylaw process.

### ANALYSIS

#### **Lease Agreement Terms**

Highlights of the lease agreement include:

Lease Term – The lease term has been established as three years from November 1, 2024 to October 31, 2027 with the ability to renew the Lease for an additional 3 years.

Lease Fees – The recommended lease fee has been established at \$500 for each year. The lessee will also be responsible for paying taxes and utilities. As per the Lease, Encroachment and Property Use Policy, YFS is a Class A registered non-profit society and is eligible for a Non-Market Lease. Administration determined the recommended lease rate after calculating the maintenance costs associated with the buildings and evaluating community benefit statements provided by the society.

Insurance – The lessee is required to maintain a \$5 million liability insurance policy for the protection of any claims relating to operations in the lease area and building. This insurance rate is required under the Lease, Encroachment, and Land Use Policy, as adopted by City Council.

Maintenance Responsibilities – The City will be responsible for the larger structural issues as well as landscaping around the building. The lessee will be responsible for the daily maintenance of the building and ensuring the grounds are tidy.

Heritage Integrity – To respect the heritage character of the building, the lessee must obtain approval from the City prior to any alterations to the interior or exterior.

Parking and Vehicle Access – The designated parking area is the Shipyards Park parking lot, which is provided on a first-come basis. Vehicle access to the buildings is prohibited unless the lessee obtains approval from the City for special circumstances.

Seasonal Occupancy of Pioneer Hotel 1 – The lease agreement for Pioneer Hotel 1 allows YFS to use the premises for programming from May 1 to October 31 each year, and as cold storage for items incidental to the programming from November 1 to April 30 each year. This eliminates the need to bleed water all winter to prevent pipes from freezing. Should the infrastructure situation change, the City would be open to a year round lease in this building.

Over-holding clause – This lease agreement has an over-holding clause that states that if the tenant continues to occupy the lands and premises with the landlord's consent after the lease or any renewal expires, and without any further written agreement, the tenancy will continue under the same terms.

YFS has indicated their agreement to the terms of the agreement by signing the lease documents.

### **Request for Proposal Process**

A request for proposals process is not recommended to select lessees for these public buildings. Previous RFPs to lease Pioneer Hotels 1 and 2 have yielded minimal interest. Based on the historically low interest in leasing these buildings and the demonstrated programming successes and cooperation between YFS and Yukon Literacy Coalition YLC, Administration is recommending extending the leases with YFS and YLC. Both have proven to be positive contributors to the community. Moving these leases forward as a three year lease allows the City the opportunity to consider a future RFP process.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-54, to authorize the City of Whitehorse to enter into a lease agreement with Yukon Film Society with respect to Pioneer Hotel 1 (Jenni House), be brought forward for consideration under the bylaw process.

# **CITY OF WHITEHORSE**

## **BYLAW 2024-54**

A bylaw to authorize a lease agreement with Yukon Film Society with respect to the heritage property Pioneer Hotel 1  
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WHEREAS section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS it is deemed desirable that the City enter into an agreement with Yukon Film Society for the lease of the heritage property Pioneer Hotel 1, also known as Jenni House, and a 110 square metre parcel of land for a three year lease term from November 1, 2024 to and including October 31, 2027 with the potential for a three year renewal;

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 lease agreement with Yukon Film Society with respect to that portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO and Portion of Block 330, Plan 2003-0151 LTO, Whitehorse, Yukon, in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:**  
**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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




CITY OF WHITEHORSE  
BYLAW 2024-54  
APPENDIX 'A'



**BYLAW 2024-54** A bylaw to authorize the City of Whitehorse to enter into a lease agreement with Yukon Film Society with respect to the heritage property known as Pioneer Hotel 1 (Jenni House), comprising approximately 110 square metres.

**LEGEND**

 SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 in triplicate, to be effective as of and from the 1<sup>st</sup> day of November, 2024.

BETWEEN

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

(the "Lessor")

AND

**Yukon Film Society**

(the "Lessee")

## **WHEREAS**

- A. The Lessor is the tenant of a portion of the Lands described in the Amended Description of Land in the Addendum Document dated April 17, 2024 pursuant to a Lease Agreement (Bylaw 2007-17) with Yukon Government (the "Lease Agreement");
- B. The Lessee will occupy the building known as the Pioneer Hotel 1 – also known as the Jenni House – which the Lessee will operate for an artist residency program and for heritage interpretation activities (the "Premises");
- C. The Premises are situated on the Lands and the Lessee desires to enter into a lease agreement with the Lessor 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 Lessee to be paid, observed and performed, the Lessor, being lease holder of the Government of Yukon under the lease Agreement, does hereby demise and lease unto the Lessee on the terms and conditions herein contained, the Premises and that parcel of land more particularly described as follows:

- (1) That portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory;
- (2) That portion of Block 330, Plan 2003-0151 LTO, City of Whitehorse, Yukon Territory;

Comprising approximately 110 square metres more or less and shown outlined in yellow in the sketch attached hereto as Schedule "A" (the "Lands").

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

To have and to hold the Lands and Premises, within which the Lessee will operate as a programming, activities, events space for the Yukon Film Society and the operation of the Jenni House Artist Residency, from May 1 to October 31 annually, and as a cold storage space for items incidental to the aforementioned programming from November 1 to April 30 annually, for and during the term of November 1, 2024 up to and including October 31, 2027. Notwithstanding the foregoing, in the event water and utility services

are made operational for winter use, it is agreed that the term may be adjusted to allow for year-round occupancy for the purposes of the Jenni House Artist Residency.

### 1.3. **Rent**

Yielding and paying therefore during the term hereof unto the Lessor the sum of Five Hundred dollars (\$500.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance of the first day March each year.

### 1.4. **Property Taxes**

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

### 1.5. **Carefree Lease**

The Lessee acknowledges that it is intended that this Lease be a net-net lease for the Lessor 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 Lessee shall be borne by the Lessee excepting as otherwise expressly provided herein.

### 1.6. **Heritage Integrity**

The Lessor and Lessee hereby recognize that the Pioneer Hotel 1 (Jenni House) is a heritage building and that the historic integrity, especially the exterior, must be maintained. Any alterations, repairs, or applications for signage must receive prior approval from the Lessor.

### 1.7. **Renewal of Lease**

The City Manager of the Landlord or its delegate may, in the last year of the initial term of this Lease, as specifically provided for by Bylaw 2024-54, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant one renewal of the Lease for a further three (3) year term, which shall not contain this section.

### 1.8. **Parking**

The Lessee, their employees and any other individuals associated with the programs and activities associated with the building shall use the designated public parking area in the Shipyards Park parking lot for vehicle parking. The parking spaces are on a first-come, first-serve basis, with no reserved spaces. Vehicles are prohibited from driving and parking on any other land in Shipyards Park, unless there are exceptional circumstances and the Lessee has received verbal permission from the Lessor.

### 1.9. **Access**

The Lessee agrees that vehicles shall not drive or park on any portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory without prior verbal permission from the Lessor.

The Lessee further agrees that the formal pedestrian access route from the parking lot shall be by way of the waterfront trail rather than across the skating loop.

### 1.10. ***Special Events***

The Lessor and Lessee hereby recognize that special events and festivals will be occurring in Shipyards Park during the lease term, which may limit the availability of parking and compromise access to the Lands and Premises. The Lessor shall make every reasonable effort to ensure that access to the Lands and Premises is maintained during special events and festivals. In the event that access will be unable to be maintained to the Lands and Premises as a result of any special event or festival, the Lessor shall notify the Lessee in advance of the special event or festival (not to include any regular events such as the weekly Fireweed Market).

## **2. Covenants of Lessee**

### 2.1. ***Promises of Lessee***

The Lessee covenants and agrees with the Lessor as follows:

(1) ***Rent***

The Lessee shall during the terms of this lease or any renewal thereof pay to the Lessor the rent hereby reserved, and all other sums to be paid by the Lessee hereunder in the manner herein provided without any deduction whatsoever. The Lessee shall produce to the Lessor from time to time, at the request of the Lessor, satisfactory evidence of the due payment by the Lessee of all other payments required to be made by the Lessee under this lease;

(2) ***Repair***

The Lessee shall maintain the Lands and Premises in good and substantial repair, damage by fire and other risks against which the Lessor is insured excepted (the "Lessee Repair Exceptions");

(3) ***Notice to Repair***

The Lessor 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 left at the Lands and Premises, the Lessee shall well and sufficiently repair and make good according to such notice within 15 days from the date on which such notice is left at the Lands and Premises, subject to the Lessee Repair Exceptions;

(4) ***Care of Lands and Premises***

The Lessee 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. The Lessee shall be responsible for clearing snow on the walkway between the waterfront trail and the entrance to the Premises from May 1 to October 31 annually;

(5) ***Utilities***

The Lessee shall pay, when due, all rates and charges for electricity, water, sewer, telephone, cable, heating fuel, internet and any other utilities supplied to or used



on or in the Lands and Premises as separately metered or separately invoiced by the supplier(s), including any utilities as supplied by the Lessor;

(6) *Security Alarm*

The Premises is equipped with a security system. The Lessee shall pay all charges for security alarm call-outs when the reason for the call-out is deemed to be a false alarm.

(7) *Waste Diversion*

Waste diversion to extend the life of the City's landfill is important to the Landlord and the citizens of the City of Whitehorse. As such, City Council has adopted the Waste Management Bylaw which bans or controls certain types of waste. The Tenant agrees that it shall comply with the Waste Management Bylaw at all times, including provision of sufficient recycling and compost bins on the Lands and Premises, to 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;

(8) *Removal of Garbage*

The Lessee shall arrange at their cost for regular garbage collection of all garbage arising from the operation of the Lessee's business or their occupation of the Lands and Premises. The Lessee shall also be responsible for cleaning all garbage and refuse from within the Lands and Premises which includes all areas within 3 metres of the building;

(9) *Business Taxes*

The Lessee shall pay when due all business taxes payable by the Lessee in respect of the Lessee's occupancy of the Lands and Premises;

(10) *Assignment and Subleasing*

The Lessee 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, without the prior written consent of the Lessor, which consent may be arbitrarily and unreasonably withheld;

(11) *Use of Lands and Premises*

The Lessee shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as operations and programming for the Yukon Film Society between May 1 and October 31, and as cold storage of incidental items between November 1 and April 30, or such other uses as are approved in writing by the Lessor. The Lessee may make application for temporary events outside the boundaries of the Lands and Premises, so long as they obtain written approval from the Lessor, whose consent may be arbitrarily and unreasonably withheld;

(12) *Nuisance*

The Lessee shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no

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

(13) *Insurance Risk*

The Lessee 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 Lessee 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 Lessee and the Lessor 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 Lessee;

(14) *Bylaws*

The Lessee 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 the Premises;

(15) *Alterations*

The Lessee shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Lessor, and the Lessor 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 Lessor;

(16) *Fixtures*

All alterations, additions, improvements and fixtures to, in or upon the Lands and Premises including everything attached to any part of the Lands and Premises, other than the Lessee's trade fixtures, machinery, plant and equipment, shall become the property of the Lessor and shall remain on the Lands and Premises at the expiration or earlier termination of the term, subject to such exceptions that the Lessor may consent to in writing;

(17) *Removal of Goods, Chattels, or Fixtures*

The Lessee shall not remove from the Lands and Premises any goods or chattels moved into the Lands and Premises, except in the normal course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid;

(18) *No Permanent Structures*

The Lessee shall not construct, install or erect any permanent structures or buildings on the Lands or additions to the Premises without the express written consent of the Lessor;

(19) *Builder's Liens*

The Lessee shall promptly pay all charges incurred by the Lessee for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any builder's lien to be registered against the Lands and if any such lien should be so registered the Lessee 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 Lessor, the Lessor 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 Lessor together with interest thereon from the date of payment.

Provided that in the event of a bona fide dispute by the Lessee of the validity or correctness of any such claim of lien, the Lessee 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 Lessor may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgment in respect thereof against the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Lessor;

(20) *Inspection*

The Lessee shall permit the Lessor or any other person authorized by the Lessor to inspect the Lands and Premises at all reasonable times;

(21) *Re-letting*

The Lessee shall permit the Lessor, at any time within 90 days prior to the expiration of the terms hereby granted, upon 24 hours' notice to the Lessee, to enter upon the Premises at all reasonable hours for the purpose of offering the same for rent and exhibiting the same to prospective tenants and to place and keep upon the Premises, signs advertising the premises for rent;

(22) *Maintenance*

The Lessee shall permit the Lessor 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;

(23) *Seasonal Closure*

The Lessee shall contact the Lessor at the end and beginning of each season to perform winterizing and de-winterizing procedures, which shall not occur prior to October 31 annually. The Lessor shall not charge a fee for this service. Should servicing upgrades be completed then there will be no seasonal closure.

(24) *Winter Storage*

The Lessee is permitted to store items such as furniture and books within the Premises from November 1 to April 30, provided such items are incidental to the

programming, activities and events offered by the Lessee during the summer months. Absolutely no food or other pest attractants shall be stored within the Premises. The Lessee shall not regularly access the Premises during the winter months. The Lessee shall maintain insurance coverage throughout the year in accordance with Section 5.4.

(25) *Vacant Possession*

The Lessee shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises in the condition required herein and deliver to the Lessor all keys, operation manuals, logs and such documents as are reasonably requested which relate to the Lands and Premises.

**3. Covenants of Lessor**

**3.1. *Promises of Lessor***

The Lessor covenants with the Lessee as follows:

(1) *Quiet Enjoyment*

The Lessee, 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 terms of this Lease or any renewal thereof without interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor;

(2) *Repairs*

The Lessor shall make any necessary repairs to any structural defects or weaknesses in the Premises not caused by the Lessee, its agents, employees or invitees and, in so doing, shall, to the extent possible, not unduly disrupt the Lessee's business;

(3) *Vandalism*

The Lessor shall make any repairs to the exterior of the Premises resulting from vandalism of the Premises including the removal of spray paint and graffiti;

(4) *HVAC Systems*

The Lessor shall be responsible for major repairs to or any required replacements of any heating, ventilation and air conditioning (HVAC) systems in the Premises not caused by the Lessee, its agents, employees or invitees and, in doing such work, the Lessor shall to the extent possible, not unduly disrupt the Lessee's business; and

(5) *Grounds*

The Lessor shall provide lawn care and maintenance for all that portion of the Lands not occupied by buildings.

#### **4. Rights and Remedies of the Lessor**

##### **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 Lessee continues for 30 days after written notice thereof has been given by the Lessor to the Lessee, then it shall be lawful for the Lessor at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Lessor re-enters the Lands and Premises by reason of the default of the Lessee prior to the expiry of the term of this lease, the Lessee will be liable to the Lessor 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 Lessor after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Lessor's costs of re-letting the Lands.

##### **4.2. *Right of Termination***

Upon the Lessor becoming entitled to re-enter upon the Lands and Premises, the Lessor shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Lessee and thereupon rent shall be apportioned and paid to the date of such determination and the Lessee shall forthwith deliver up possession of the Lands and Premises and the Lessor 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 Lessee or if the Lessee 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 Lessor 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. *Distress***

Whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, the Lessor 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 Lessee hereby expressly releases the Lessor 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 Lessee in connection therewith.

##### **4.5. *Distress not Waiver***

The exercise by the Lessor of its right of distraint for a breach or breaches by the Lessee shall not act as a waiver of such breach or breaches and the Lessor may, at its sole and

unfettered discretion, after distraining or during a distraint after seizing and before the disposal of the distrained goods has been completed, exercise any of its other remedies hereunder provided or provided by law or in equity without affecting the distraint, whether completed or not, and, if not completed, the Lessee hereby agrees that the Lessor may complete the distraint whether or not the Lessee has determined this Lease.

#### 4.6. ***Non-waiver***

The waiver by the Lessor of any breach by the Lessee 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 Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent act, similar or otherwise, by the Lessee.

#### 4.7. ***Lessor's Right to Perform***

If the Lessee fails to perform any of the covenants or obligations of the Lessee under or in respect of this Lease, the Lessor 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 Lessor shall be paid forthwith by the Lessee to the Lessor and if the Lessee fails to pay the same the Lessor may add the same to the rent and recover the same by all remedies available to the Lessor for the recovery of rent in arrears; provided that if the Lessor commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Lessor shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

#### 4.8. ***Interest***

The Lessee shall pay to the Lessor interest at 1.5% per month being 19.62% per annum on all overdue payments of rent and other sums required to be paid under this Lease, from the date upon which the same were due until actual payment thereof.

#### 4.9. ***Status as a Society***

In the event the Lessee 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 Lessor shall have the absolute right to terminate this Lease upon giving the Lessee written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Lands and Premises shall become the sole property of the Lessor.

### 5. **Indemnification**

#### 5.1. ***Indemnity by Lessee***

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

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Lessor incurs liabilities, claims, damages, losses and expenses which are not paid by the Lessee or acknowledged by the insurer of the Lessee, within one year of written demand being made by the Lessor for indemnity pursuant to the provisions herein, this Lease shall terminate.

### **5.2. Indemnity by Lessor**

Except for or in respect of events caused by the Lessee'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 Lessor shall indemnify the Lessee and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Lessee 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 Lessor of any of the provisions of this Lease;
- (b) any act or omission of the Lessor or any of its servants, agents, employees, contractors or persons for whom the Lessor is in law responsible on the Lands and Premises; and
- (c) any injury, death or damage to persons or property of the Lessor or its servants, agents, employees, contractors or any other persons on the Lands and Premises by or with the invitation or consent of the Lessor;

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. *Lessor Unable to Perform***

Whenever and to the extent that the Lessor 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 Lessor shall be relieved from the fulfilment of such obligation and the Lessee shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

### **5.4. *Liability Insurance***

The Lessee shall provide and maintain in such form and to such extent and with such companies as required by the Lessor, public liability insurance in the minimum amount of \$5,000,000.00 for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance shall be increased by the Lessee upon the written request of the Lessor. Such policy shall designate both the Lessor and the Lessee as the insured and provide that the same cannot be cancelled without at least 15 days prior written notice to the Lessor. The Lessee shall deposit with the Lessor 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. The Lessee's insurance shall be in effect for the duration of the lease term.

### **5.5. *Contents Insurance***

The Lessee shall provide and maintain their own insurance for the contents of the Premises. The Lessee's contents insurance shall be in effect for the duration of the lease term.

### **5.6. *Condition of Lands and Premises***

The Lessee will examine the Lands and Premises before taking possession thereof under this Lease and unless the Lessee has furnished the Lessor with notice in writing specifying any defects in the construction or condition of the Lands and Premises, the Lessee shall conclusively be deemed to have examined the Lands and Premises and to have found the Lands and Premises in good order and satisfactory condition. The Lessee acknowledges that there are no promises, representations or undertakings by the Lessor as to any alterations, remodelling or decorating of the Lands and Premises or installations of equipment or fixtures therein except such, if any, as are expressly set forth in this Lease.



### **5.7. *Relief of Lessor on Sale***

If the Lessor 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 Lessor hereunder, the Lessor shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Lessee shall from time to time at the request of the Lessor promptly execute and return to the Lessor such certificates confirming the current status of this Lease in such detail as the Lessor may require.

## **6. Hazardous Substances**

### **6.1. *Definitions***

“Hazardous Substance” means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (1) radioactive materials;
- (2) explosives, excluding lawfully possessed ammunition;
- (3) 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;
- (4) 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:
  - (a) endangers the health, safety or welfare of persons or the health of animal life;
  - (b) interferes with normal enjoyment of life or property; or
  - (c) causes damage to plant life or to property;
- (5) toxic substances; or
- (6) 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 Lessor, the Lessee, or the Lands and Premises.

### **6.2. *Compliance with Laws***

The Lessee shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee'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 Lessor of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Lessee, either alone or with others, causes the happening of such event, the Lessee shall, at its own expense, immediately give the Lessor notice to that effect and thereafter give the Lessor from time to time written notice of the extent and nature of the Lessee's compliance with this Paragraph 6; 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 Lessor, obtain from an independent consultant designated or approved by the Lessor 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 Lessee shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Lessee's obligations under this Paragraph 6 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 Lessee in the course of the Lessee's business or as a result of the Lessee's use or occupancy of the Lands and Premises, then the Lessee 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 Lessor fully informed and provide to the Lessor full information with respect to proposed plans and comply with the Lessor's reasonable requirements with respect to such plans.

### 6.3. ***Discharge***

The Lessee 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 Lessee shall take all 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 Lessee shall forthwith, at the Lessor's request, provide facilities for testing and monitoring the effluent from the Lessee's operations and shall permit the Lessor and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Lessee's expense.

The Lessee 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 Lessee 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.

### 6.4. ***Ownership of Hazardous Substances***

If the Lessee brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Lessee'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 Lessee and shall not become the property of the Lessor, 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.

### **6.5. Access to Information**

The Lessee hereby authorizes the Lessor to make enquiries from time to time of any government or governmental agency with respect to the Lessee's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Lessee covenants and agrees that the Lessee shall from time to time provide to the Lessor such written authorization as the Lessor may reasonably require in order to facilitate the obtaining of such information. The Lessee 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.

### **7. Termination**

It is hereby agreed that during the term hereof, or any renewal thereof, the Lessor or the Lessee may terminate the Lease by giving notice in writing two months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

### **8. General Provisions**

#### **8.1. 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 Lessor against the Lands and Premises. The Lessee shall execute promptly from time to time any assurances that the Lessor may request to confirm this subordination.

#### **8.2. No Agency or Partnership**

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

#### **8.3. Over-holding**

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

#### **8.4. 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.

### 8.5. **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 or delivered at the address of the other party hereinafter set forth:

If to the Lessor: City of Whitehorse  
Attention: Manager, Land and Building Services  
2121 Second Avenue  
Whitehorse, Yukon, Y1A 1C2  
Email: land@whitehorse.ca

If to the Lessee: Yukon Film Society  
Attention: Operations Manager, Yukon Film Society  
212 Lambert Street  
Whitehorse, Yukon, Y1A 1Z4  
Email: operations@yukonfilmsociety.com

A notice shall be deemed to have been received, telexed, telegraphed 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 postal, telex or telegraph services a notice shall be given by one of the other methods of communication.

### 8.6. **Solicitor and Client Costs**

If the Lessee defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor may recover from the Lessee all of the Lessor'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*.

### 8.7. **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 Lessee without the express written consent of the Lessor, which may be arbitrarily and unreasonably withheld.

### 8.8. **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.

### 8.9. **Time of Essence**

Time shall in all respects be of the essence hereof.

8.10. **Changes to Agreement**

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Lessor and Lessee, 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.

8.11. **Acceptance by Lessee**

The Lessee 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 written above in the City of Whitehorse, in the Yukon Territory.

) THE CORPORATE SEAL OF  
 ) **The City of Whitehorse**  
 ) was hereunto affixed in the presence of:  
 )  
 )  
 ) \_\_\_\_\_  
 ) Kirk Cameron, Mayor  
 )  
 ) \_\_\_\_\_  
 ) Valerie Braga, Director of Corporate Services

) **Yukon Film Society**  
 ) Per:  
 )  
 )  
 ) \_\_\_\_\_  
 ) Noel Sinclair, President

**CORPORATE SIGNING AUTHORITY  
AFFIDAVIT**

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

- 1) I am the **President** of **Yukon Film Society** (the “Society”).
- 2) I have subscribed my name on behalf of the Society to the attached instrument.
- 3) I am authorized by the Society to subscribe my name to the attached instrument.
- 4) The Society exists as of the date hereof.

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

\_\_\_\_\_  
*(Signature of Notary Public)*

\_\_\_\_\_  
Noel Sinclair, President

\_\_\_\_\_  
*(print full name)*

A Notary Public in and for Yukon; )  
or Notary Public or Commissioner for )  
Oaths in and for \_\_\_\_\_ )  
(My commission expires: \_\_\_\_\_) )



SCALE: 1:250	DWN BY: MLB
DATE: 10/25/2024	REV No: 1
FILE No: Lease Bylaw 2024-XX	
\Shipyards Park Leases\Pioneer Hotel 1	

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

**Lease Agreement -Yukon Film Society - Schedual A**  
 Pioneer Hotel 1 (Jenni House), Shipyards Park, Portion of Lot 8 (REM), Group 5 (804), Plan20502 LTO and Portion of Block 330, Plan2003-0151 LTO, Whitehorse, Yukon.  
 Municipal Address #2235 2ND AVENUE



## ADMINISTRATIVE REPORT

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 18, 2024
<b>RE:</b> Bylaw for Lease of Pioneer Hotels 2 (Hatch House) – Shipyards Park

### ISSUE

Bylaw to enter into a lease agreement with Yukon Literacy Coalition for Pioneer Hotel 2 (Hatch House) located in Shipyards Park.

### REFERENCE

- [Municipal Act](#)
- [2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Municipal Charges and Community Service Grants \(MCCSG\)](#)
- [Lease, Encroachment and Property Use Policy](#)
- Attachment 1 - Proposed Bylaw 2024-55 and Appendix A (Bylaw Sketch)
- Attachment 2 – Lease Agreement (Pioneer Hotel 2)

### HISTORY

Pioneer Hotels 2 (also known as Hatch House) is a heritage structure owned by the City of Whitehorse. Constructed in 1899, it was originally part of one larger building located on the east bank of the Yukon River before it was relocated to Front Street near Main Street. In the 1950s, the building was moved to its present location at Shipyards Park (then known as Moccasin Flats) and divided into three pieces. Only Pioneer Hotel 1 and Pioneer Hotel 2 of the original building remain. Both have been fully restored and made available for lease in Shipyards Park.

The current lessee, Yukon Literacy Coalition (YLC), has been a tenant in the Pioneer Hotel 1 since 2013. The current lease expired at the end of October 2024 and so we are bringing this forward at the first opportunity.

YLC is a registered non-profit organization, whose primary activities are to support media art creation, presentation, and training in the Yukon and complies with Yukon Corporate Registries.

### ALTERNATIVES

1. Bring forward Bylaw 2024-55 to enter into new lease agreement with Yukon Literacy Coalition
2. Do not proceed with the bylaw process.

### ANALYSIS

#### **Lease Agreement Terms**

Highlights of each lease agreement include:



Lease Term – The lease term has been established as three years from November 1, 2024 to October 31, 2027 with the ability to renew the Lease for an additional 3 years.

Lease Fees – The recommended lease fee has been established at \$500 for each year. The lessee will also be responsible for paying taxes and utilities. As per the Lease, Encroachment and Property Use Policy, YLC is a Class A registered non-profit society and is eligible for Non-Market Leases. Administration determined the recommended lease rate after calculating the maintenance costs associated with the building and evaluating the community benefit statement provided by the society.

Insurance – The lessee is required to maintain a \$5 million liability insurance policy for the protection of any claims relating to operations in the lease area and building. This insurance rate is required under the Lease, Encroachment, and Land Use Policy, as adopted by City Council.

Maintenance Responsibilities – The City will be responsible for the larger structural issues as well as landscaping around the building. The lessee will be responsible for the daily maintenance of the building and ensuring the grounds are tidy.

Heritage Integrity – To respect the heritage character of the building, the lessee must obtain approval from the City prior to any alterations to the interior or exterior.

Parking and Vehicle Access – The designated parking area is the Shipyards Park parking lot, which is provided on a first-come basis. Vehicle access to the buildings is prohibited unless the lessee obtains approval from the City for special circumstances.

Seasonal Occupancy of Pioneer Hotel 1 – The lease agreement for Pioneer Hotel 2 allows YLC to use the premises for programming from May 1 to October 31 each year, and as cold storage for items incidental to the programming from November 1 to April 30 each year. This eliminates the need to bleed water all winter to prevent pipes from freezing. Should the infrastructure situation change, the City would be open to a year round lease in this building.

Over-holding clause – This lease agreement has an over-holding clause that states that if the tenant continues to occupy the lands and premises with the landlord's consent after the lease or any renewal expires, and without any further written agreement, the tenancy will continue under the same terms.

YLC has indicated their agreement to the terms of the agreement by signing the lease documents.

### **Request for Proposal Process**

A request for proposals process is not recommended to select lessees for these public buildings. Previous RFPs to lease Pioneer Hotels 1 and 2 have yielded minimal interest. Based on the historically low interest in leasing these buildings and the demonstrated programming successes and cooperation between Yukon Film Society (YFS) and YLC, Administration is recommending extending the leases with YFS and YLC. Both have proven to be positive contributors to the community. Moving these leases forward as a three year lease allows the City the opportunity to consider a future RFP process.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-55, to authorize the City of Whitehorse to enter into a lease agreement with Yukon Literacy Coalition with respect to Pioneer Hotel 2 (Hatch House), in Shipyards Park, be brought forward for consideration under the bylaw process.

# **CITY OF WHITEHORSE**

## **BYLAW 2024-55**

A bylaw to authorize a lease agreement with Yukon Literacy Coalition with respect to the heritage property Pioneer Hotel 2  
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WHEREAS section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS it is deemed desirable that the City enter into an agreement with Yukon Literacy Coalition for the lease of the heritage property Pioneer Hotel 2, also known as Hatch House, and a 314 Square Metre parcel of land for a three year lease term from November 1, 2024 to and including October 31, 2027 with the potential for a three year renewal;

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 lease agreement with Yukon Literacy Coalition with respect to that portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:**

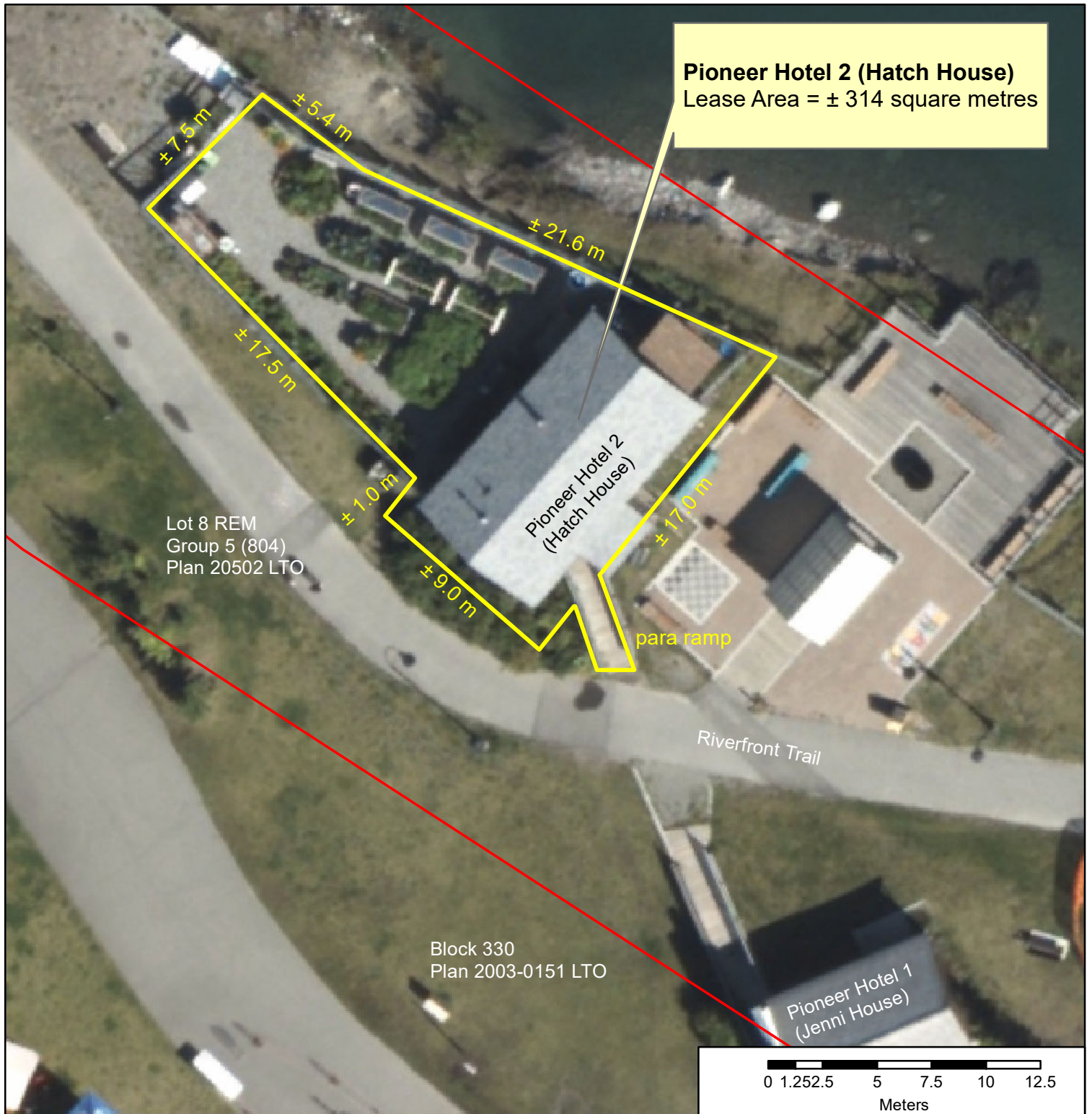
**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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




CITY OF WHITEHORSE  
BYLAW 2024-55  
APPENDIX 'A'



**BYLAW 2024-55** A bylaw to authorize the City of Whitehorse to enter into a lease agreement with Yukon Literacy Coalition with respect to the heritage property known as Pioneer Hotel 2 (Hatch House), comprising approximately 314 square metres.

**LEGEND**

 SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 in triplicate, to be effective as of and from the 1<sup>st</sup> day of November 2024.

BETWEEN

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

(the "Lessor")

AND

**Yukon Literacy Coalition**

(the "Lessee")

## **WHEREAS**

- A. The Lessor is the tenant of a portion of the Lands described in the Amended Description of Land in the Addendum Document dated April 17, 2024 pursuant to a Lease Agreement (Bylaw 2007-17) with Yukon Government (the "Lease Agreement");
- B. The Lessee will occupy the building known as the Pioneer Hotel 2 – also known as the Hatch House – which the Lessee will operate as a downtown location for the Family Literacy Centre (the "Premises");
- C. The Premises are situated on the Lands and the Lessee desires to enter into a lease agreement with the Lessor 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 Lessee to be paid, observed and performed, the Lessor, being lease holder of the Government of Yukon under the lease Agreement, does hereby demise and lease unto the Lessee on the terms and conditions herein contained, the Premises and that parcel of land more particularly described as follows:

- (1) That portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory;

Comprising approximately 314 square metres more or less and shown outlined in yellow in the sketch attached hereto as Schedule "A" (the "Lands").

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

To have and to hold the Lands and Premises, within which the Lessee will operate as a programming, activities and events space for the Yukon Literacy Centre, for and during the term of November 1, 2024 up to and including October 31, 2027 and as a cold storage space from November 1 to April 30 annually.

### **1.3. *Rent***

Yielding and paying therefore during the term hereof unto the Lessor the sum of Five Hundred dollars (\$500.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance of the first day March each year.

#### **1.4. Property Taxes**

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

#### **1.5. Carefree Lease**

The Lessee acknowledges that it is intended that this Lease be a net-net lease for the Lessor 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 Lessee shall be borne by the Lessee excepting as otherwise expressly provided herein.

#### **1.6. Heritage Integrity**

The Lessor and Lessee hereby recognize that the Pioneer Hotel 2 (Hatch House) is a heritage building and that the historic integrity, especially the exterior, must be maintained. Any alterations, repairs, or applications for signage must receive prior approval from the Lessor.

#### **1.7. Renewal of Lease**

The City Manager of the Landlord or its delegate may, in the last year of the initial term of this Lease, as specifically provided for by Bylaw 2024- 5, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant one renewal of the Lease for a further three (3) year term, which shall not contain this section.

#### **1.8. Parking**

The Lessee, their employees and any other individuals associated with the programs and activities associated with the building shall use the designated public parking area in the Shipyards Park parking lot for vehicle parking. The parking spaces are on a first-come, first-serve basis, with no reserved spaces. Vehicles are prohibited from driving and parking on any other land in Shipyards Park, unless there are exceptional circumstances and the Lessee has received verbal permission from the Lessor.

#### **1.9. Access**

The Lessee agrees that vehicles shall not drive or park on any portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory without prior verbal permission from the Lessor.

The Lessee further agrees that the formal pedestrian access route from the parking lot shall be by way of the waterfront trail rather than across the skating loop.

#### **1.10. Special Events**

The Lessor and Lessee hereby recognize that special events and festivals will be occurring in Shipyards Park during the lease term, which may limit the availability of parking and compromise access to the Lands and Premises. The Lessor shall make every reasonable effort to ensure that access to the Lands and Premises is maintained during special events and festivals. In the event that access will be unable to be maintained to the Lands and Premises as a result of any special event or festival, the Lessor shall notify

the Lessee in advance of the special event or festival (not to include any regular events such as the weekly Fireweed Market).

## **2. Covenants of Lessee**

### **2.1. *Promises of Lessee***

The Lessee covenants and agrees with the Lessor as follows:

(1) *Rent*

The Lessee shall during the terms of this lease or any renewal thereof pay to the Lessor the rent hereby reserved, and all other sums to be paid by the Lessee hereunder in the manner herein provided without any deduction whatsoever. The Lessee shall produce to the Lessor from time to time, at the request of the Lessor, satisfactory evidence of the due payment by the Lessee of all other payments required to be made by the Lessee under this lease;

(2) *Repair*

The Lessee shall maintain the Lands and Premises in good and substantial repair, damage by fire and other risks against which the Lessor is insured excepted (the "Lessee Repair Exceptions");

(3) *Notice to Repair*

The Lessor 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 left at the Lands and Premises, the Lessee shall well and sufficiently repair and make good according to such notice within 15 days from the date on which such notice is left at the Lands and Premises, subject to the Lessee Repair Exceptions;

(4) *Care of Lands and Premises*

The Lessee 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. The Lessee shall be responsible for clearing snow on the walkway between the waterfront trail and the entrance to the Premises;

(5) *Utilities*

The Lessee shall pay when due all rates and charges for electricity, water, sewer, telephone, cable, heating fuel, internet and any other utilities supplied to or used on or in the Lands and Premises as separately metered or separately invoiced by the supplier(s), including any utilities as supplied by the Lessor;

(6) *Security Alarm*

The Premises is equipped with a security system. The Lessee shall pay all charges for security alarm call-outs when the reason for the call-out is deemed to be a false alarm.

(7) *Waste Diversion*

Waste diversion to extend the life of the City's landfill is important to the Landlord and the citizens of the City of Whitehorse. As such, City Council has adopted the Waste Management Bylaw which bans or controls certain types of waste. The Tenant agrees that it shall comply with the Waste Management Bylaw at all times, including provision of sufficient recycling and compost bins on the Lands and Premises, to 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;

(8) *Removal of Garbage*

The Lessee shall arrange at their cost for regular garbage collection of all garbage arising from the operation of the Lessee's business or their occupation of the Lands and Premises. The Lessee shall also be responsible for cleaning all garbage and refuse from within the Lands and Premises which includes all areas within 3 metres of the building;

(9) *Business Taxes*

The Lessee shall pay when due all business taxes payable by the Lessee in respect of the Lessee's occupancy of the Lands and Premises;

(10) *Assignment and Subleasing*

The Lessee 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, without the prior written consent of the Lessor, which consent may be arbitrarily and unreasonably withheld;

Notwithstanding the foregoing, the Lessor authorizes the Lessee, at the Lessee's sole discretion, to sublet the Lands and Premises to Yukon Film Society for the purposes of artist residency programming during the winter months (November 1 to April 30 annually), provided Yukon Film Society maintains its status in good standing as a not-for-profit Society.

(11) *Use of Lands and Premises*

The Lessee shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as operations and programming for the Family Literacy Centre, or such other uses as are approved in writing by the Lessor. The Lessee may make application for temporary events outside the boundaries of the Lands and Premises, so long as they obtain written approval from the Lessor, whose consent may be arbitrarily and unreasonably withheld;

(12) *Nuisance*

The Lessee shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;



(13) *Insurance Risk*

The Lessee 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 Lessee 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 Lessee and the Lessor 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 Lessee;

(14) *Bylaws*

The Lessee 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 the Premises;

(15) *Alterations*

The Lessee shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Lessor, and the Lessor 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 Lessor;

(16) *Fixtures*

All alterations, additions, improvements and fixtures to, in or upon the Lands and Premises including everything attached to any part of the Lands and Premises, other than the Lessee's trade fixtures, machinery, plant and equipment, shall become the property of the Lessor and shall remain on the Lands and Premises at the expiration or earlier termination of the term, subject to such exceptions that the Lessor may consent to in writing;

(17) *Removal of Goods, Chattels, or Fixtures*

The Lessee shall not remove from the Lands and Premises any goods or chattels moved into the Lands and Premises, except in the normal course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid;

(18) *No Permanent Structures*

The Lessee shall not construct, install or erect any permanent structures or buildings on the Lands or additions to the Premises without the express written consent of the Lessor;

(19) *Builder's Liens*

The Lessee shall promptly pay all charges incurred by the Lessee for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any builder's lien to be

registered against the Lands and if any such lien should be so registered the Lessee 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 Lessor, the Lessor 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 Lessor together with interest thereon from the date of payment.

Provided that in the event of a bona fide dispute by the Lessee of the validity or correctness of any such claim of lien, the Lessee 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 Lessor may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgment in respect thereof against the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Lessor;

(20) *Inspection*

The Lessee shall permit the Lessor or any other person authorized by the Lessor to inspect the Lands and Premises at all reasonable times;

(21) *Re-letting*

The Lessee shall permit the Lessor, at any time within 90 days prior to the expiration of the terms hereby granted, upon 24 hours' notice to the Lessee, to enter upon the Premises at all reasonable hours for the purpose of offering the same for rent and exhibiting the same to prospective tenants and to place and keep upon the Premises, signs advertising the premises for rent;

(22) *Maintenance*

The Lessee shall permit the Lessor 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;

(23) *Vacant Possession*

The Lessee shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises in the condition required herein and deliver to the Lessor all keys, operation manuals, logs and such documents as are reasonably requested which relate to the Lands and Premises.

### **3. Covenants of Lessor**

#### ***3.1. Promises of Lessor***

The Lessor covenants with the Lessee as follows:

(1) *Quiet Enjoyment*

The Lessee, 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 terms of this Lease or any renewal thereof without interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor;

(2) *Repairs*

The Lessor shall make any necessary repairs to any structural defects or weaknesses in the Premises not caused by the Lessee, its agents, employees or invitees and, in so doing, shall, to the extent possible, not unduly disrupt the Lessee's business;

(3) *Vandalism*

The Lessor shall make any repairs to the exterior of the Premises resulting from vandalism of the Premises including the removal of spray paint and graffiti;

(4) *HVAC Systems*

The Lessor shall be responsible for major repairs to or any required replacements of any heating, ventilation and air conditioning (HVAC) systems in the Premises not caused by the Lessee, its agents, employees or invitees and, in doing such work, the Lessor shall to the extent possible, not unduly disrupt the Lessee's business; and

(5) *Grounds*

The Lessor shall provide lawn care and maintenance for all that portion of the Lands not occupied by buildings.

### **4. Rights and Remedies of the Lessor**

#### ***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 Lessee continues for 30 days after written notice thereof has been given by the Lessor to the Lessee, then it shall be lawful for the Lessor at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Lessor re-enters the Lands and Premises by reason of the default of the Lessee prior to the expiry of the term of this lease, the Lessee will be liable to the Lessor 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 Lessor after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Lessor's costs of re-letting the Lands.

#### **4.2. Right of Termination**

Upon the Lessor becoming entitled to re-enter upon the Lands and Premises, the Lessor shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Lessee and thereupon rent shall be apportioned and paid to the date of such determination and the Lessee shall forthwith deliver up possession of the Lands and Premises and the Lessor 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 Lessee or if the Lessee 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 Lessor 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. Distress**

Whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, the Lessor 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 Lessee hereby expressly releases the Lessor 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 Lessee in connection therewith.

#### **4.5. Distress not Waiver**

The exercise by the Lessor of its right of distraint for a breach or breaches by the Lessee shall not act as a waiver of such breach or breaches and the Lessor may, at its sole and unfettered discretion, after distraining or during a distraint after seizing and before the disposal of the distrained goods has been completed, exercise any of its other remedies hereunder provided or provided by law or in equity without affecting the distraint, whether completed or not, and, if not completed, the Lessee hereby agrees that the Lessor may complete the distraint whether or not the Lessee has determined this Lease.

#### **4.6. Non-waiver**

The waiver by the Lessor of any breach by the Lessee 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 Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent act, similar or otherwise, by the Lessee.

**4.7. Lessor's Right to Perform**

If the Lessee fails to perform any of the covenants or obligations of the Lessee under or in respect of this Lease, the Lessor 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 Lessor shall be paid forthwith by the Lessee to the Lessor and if the Lessee fails to pay the same the Lessor may add the same to the rent and recover the same by all remedies available to the Lessor for the recovery of rent in arrears; provided that if the Lessor commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Lessor shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

**4.8. Interest**

The Lessee shall pay to the Lessor interest at 1.5% per month being 19.62% per annum on all overdue payments of rent and other sums required to be paid under this Lease, from the date upon which the same were due until actual payment thereof.

**4.9. Status as a Society**

In the event the Lessee 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 Lessor shall have the absolute right to terminate this Lease upon giving the Lessee written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Lands and Premises shall become the sole property of the Lessor.

**5. Indemnification****5.1. Indemnity by Lessee**

Except for or in respect of events caused by the Lessor'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 Lessee shall indemnify the Lessor and all of its servants, agents, employees, contractors, invitees and persons for whom the Lessor 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 Lessee of any of the provisions of this Lease;
- (b) any act or omission of the Lessee of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Lessee is in law responsible on the Lands and Premises;

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

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Lessor incurs liabilities, claims, damages, losses and expenses which are not paid by the Lessee or acknowledged by the insurer of the Lessee, within one year of written demand being made by the Lessor for indemnity pursuant to the provisions herein, this Lease shall terminate.

### **5.2. Indemnity by Lessor**

Except for or in respect of events caused by the Lessee'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 Lessor shall indemnify the Lessee and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Lessee 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 Lessor of any of the provisions of this Lease;
- (b) any act or omission of the Lessor or any of its servants, agents, employees, contractors or persons for whom the Lessor is in law responsible on the Lands and Premises; and
- (c) any injury, death or damage to persons or property of the Lessor or its servants, agents, employees, contractors or any other persons on the Lands and Premises by or with the invitation or consent of the Lessor;

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. Lessor Unable to Perform**

Whenever and to the extent that the Lessor 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 Lessor shall be relieved from the fulfilment of such obligation and the Lessee shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

#### **5.4. *Liability Insurance***

The Lessee shall provide and maintain in such form and to such extent and with such companies as required by the Lessor, public liability insurance in the minimum amount of \$5,000,000.00 for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance shall be increased by the Lessee upon the written request of the Lessor. Such policy shall designate both the Lessor and the Lessee as the insured and provide that the same cannot be cancelled without at least 15 days prior written notice to the Lessor. The Lessee shall deposit with the Lessor 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. The Lessee's insurance shall be in effect for the duration of the lease term.

#### **5.5. *Contents Insurance***

The Lessee shall provide and maintain their own insurance for the contents of the Premises. The Lessee's contents insurance shall be in effect for the duration of the lease term.

#### **5.6. *Condition of Lands and Premises***

The Lessee will examine the Lands and Premises before taking possession thereof under this Lease and unless the Lessee has furnished the Lessor with notice in writing specifying any defects in the construction or condition of the Lands and Premises, the Lessee shall conclusively be deemed to have examined the Lands and Premises and to have found the Lands and Premises in good order and satisfactory condition. The Lessee acknowledges that there are no promises, representations or undertakings by the Lessor as to any alterations, remodelling or decorating of the Lands and Premises or installations of equipment or fixtures therein except such, if any, as are expressly set forth in this Lease.

#### **5.7. *Relief of Lessor on Sale***

If the Lessor 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 Lessor hereunder, the Lessor shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Lessee shall from time to time at the request of the Lessor promptly execute and return to the Lessor such certificates confirming the current status of this Lease in such detail as the Lessor may require.

### **6. Hazardous Substances**

#### **6.1. *Definitions***

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

- (1) radioactive materials;

- (2) explosives, excluding lawfully possessed ammunition;
- (3) 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;
- (4) 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:
  - (a) endangers the health, safety or welfare of persons or the health of animal life;
  - (b) interferes with normal enjoyment of life or property; or
  - (c) causes damage to plant life or to property;
- (5) toxic substances; or
- (6) 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 Lessor, the Lessee, or the Lands and Premises.

## **6.2. Compliance with Laws**

The Lessee shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee'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 Lessor of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Lessee, either alone or with others, causes the happening of such event, the Lessee shall, at its own expense, immediately give the Lessor notice to that effect and thereafter give the Lessor from time to time written notice of the extent and nature of the Lessee's compliance with this Paragraph 6; 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 Lessor, obtain from an independent consultant designated or approved by the Lessor 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 Lessee shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Lessee's obligations under this Paragraph 6 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 Lessee in the course of the Lessee's business or as a result of the Lessee's use or occupancy of the Lands and Premises, then the Lessee 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 Lessor fully informed and provide to the Lessor full information with respect to proposed plans and comply with the Lessor's reasonable requirements with respect to such plans.



### **6.3. Discharge**

The Lessee 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 Lessee shall take all 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 Lessee shall forthwith, at the Lessor's request, provide facilities for testing and monitoring the effluent from the Lessee's operations and shall permit the Lessor and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Lessee's expense.

The Lessee 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 Lessee 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.

### **6.4. Ownership of Hazardous Substances**

If the Lessee brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Lessee'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 Lessee and shall not become the property of the Lessor, 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.

### **6.5. Access to Information**

The Lessee hereby authorizes the Lessor to make enquiries from time to time of any government or governmental agency with respect to the Lessee's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Lessee covenants and agrees that the Lessee shall from time to time provide to the Lessor such written authorization as the Lessor may reasonably require in order to facilitate the obtaining of such information. The Lessee 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.

## **7. Termination**

It is hereby agreed that during the term hereof, or any renewal thereof, the Lessor or the Lessee may terminate the Lease by giving notice in writing two months before such

determination, and on the day following the date specified in the notice, this Lease is terminated.

## **8. General Provisions**

### **8.1. *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 Lessor against the Lands and Premises. The Lessee shall execute promptly from time to time any assurances that the Lessor may request to confirm this subordination.

### **8.2. *No Agency or Partnership***

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

### **8.3. *Over-holding***

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

### **8.4. *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.

### **8.5. *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 or delivered at the address of the other party hereinafter set forth:

If to the Lessor:      City of Whitehorse  
                                 Attention: Manager, Land and Building Services  
                                 2121 Second Avenue  
                                 Whitehorse, Yukon, Y1A 1C2  
                                 Email: land@whitehorse.ca

If to the Lessee:      Yukon Literacy Coalition  
                                 Attention: Executive Director, Yukon Literacy Coalition  
                                 #207 – 100 Main Street  
                                 Whitehorse, Yukon, Y1A 2A8  
                                 Email: yukonliteracy@yukonliteracy.com

A notice shall be deemed to have been received, telexed, telegraphed 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 postal, telex or telegraph services a notice shall be given by one of the other methods of communication.

#### **8.6. *Solicitor and Client Costs***

If the Lessee defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor may recover from the Lessee all of the Lessor'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*.

#### **8.7. *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 Lessee without the express written consent of the Lessor, which may be arbitrarily and unreasonably withheld.

#### **8.8. *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.

#### **8.9. *Time of Essence***

Time shall in all respects be of the essence hereof.

#### **8.10. *Changes to Agreement***

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Lessor and Lessee, 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.

**8.11. Acceptance by Lessee**

The Lessee 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 written above in the City of Whitehorse, in the Yukon Territory.

) THE CORPORATE SEAL OF  
 ) **The City of Whitehorse**  
 ) was hereunto affixed in the presence of:  
 )  
 )  
 ) \_\_\_\_\_  
 ) Kirk Cameron, Mayor  
 )  
 ) \_\_\_\_\_  
 ) Valerie Braga, Director of Corporate Services

) **Yukon Literacy Coalition**  
 ) Per:  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) Patricia Brennan, Vice President

**CORPORATE SIGNING AUTHORITY  
AFFIDAVIT**

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

- 1) I am the **Vice President** of **Literacy Coalition** (the “Society”).
- 2) I have subscribed my name on behalf of the Society to the attached instrument.
- 3) I am authorized by the Society to subscribe my name to the attached instrument.
- 4) The Society exists as of the date hereof.

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

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
Patricia Brennan, Vice President

\_\_\_\_\_  
(print full name)

A Notary Public in and for Yukon; )  
or Notary Public or Commissioner for )  
Oaths in and for \_\_\_\_\_ )  
(My commission expires: \_\_\_\_\_) )



**Pioneer Hotel 2 (Hatch House)**  
Lease Area = ± 314 square metres



SCALE: 1:250	DWN BY: MLB
DATE: 11/14/2024	REV No: 1
FILE No: Lease Bylaw 2024-55	
\Shipyards Park Leases\Pioneer Hotel 2	

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

**Lease Agreement - Yukon Literacy Coalition - Schedule A**

Pioneer Hotel 2 (Hatch House), Shipyards Park, Portion of Lot 8 (REM), Group 5 (804), Plan20502 LTO, Whitehorse, Yukon.  
Municipal Address #2235 2ND AVENUE



## **ADMINISTRATIVE REPORT**

**TO:** Planning Committee  
**FROM:** Administration  
**DATE:** November 18, 2024  
**RE:** Bylaw for Amendment to Lease Agreement for the 100-foot Crown Reserve in Shipyards Park

### **ISSUE**

Bylaw to amend the 2006 Lease Agreement (Bylaw 2007-17) with Yukon Government by replacing the existing lease sketch that shows all of the remaining portions of Lot 8 (REM), Group 5 (804), Plan 20502 LTO, also known as the 100-foot Crown Reserve from the Yukon River, located adjacent to the City titled Shipyards Park property.

### **REFERENCE**

- [Municipal Act](#)
- [2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Lease, Encroachment and Property Use Policy](#)
- Attachment 1 - Proposed Bylaw 2024-56 and Appendix A (Bylaw Sketch)
- Attachment 2 - Yukon Government Lease Addendum and Lease Sketch

### **HISTORY**

In April of this year, the Yukon Government provided the City with an addendum to a lease for a portion of Shipyards Park to better reflect the location of the heritage buildings and increase the total lease area calculation from 0.14 hectares to 1.269 hectares. Administration has previously requested and is actively pursuing the transfer of ownership of the 100-foot Crown Reserve (YG Land Disposition 2006-0146) adjacent to the Shipyards Park property from the Yukon Government to the City. This would enable the City's Parks and Community Development to manage the entire park area, similar to the Rotary Peace Park.

The amendment to the 2006 lease agreement (Bylaw 2007-17) between the Yukon Government and the City of Whitehorse is considered an interim arrangement until the land transfer is completed. Administration is now bringing forward this addendum to amend the previous Lease Agreement.

### **ALTERNATIVES**

1. Bring forward Bylaws 2024-56 to amend the City's Shipyards Park Lease Agreement with Yukon Government.
2. Do not proceed with the bylaw process.

## **ANALYSIS**

Section 265(e) of the *Municipal Act (2002)*, states the following:

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

The purpose of the addendum is to amend the City’s Shipyards Park Lease Agreement with Yukon Government (Bylaw 2007-17), and to replace the existing lease sketch with a new lease sketch that shows all of the remaining portions of Lot 8 (Rem) located adjacent to the City titled Shipyards Park property, and to include a revised area calculation of 1.269 ha for the total lease area as the area shown as the current lease agreement is incorrect. YG has also issued a Licence of Occupation to the City for a portion of the area, which will be superseded by the amendment.

Lot 8 (REM) hosts several of the City's assets and some City infrastructure. This includes four heritage buildings located along the City’s Riverfront Trail. Sewer and water mains running to the Chamber House, with three of the heritage buildings connected to these mains. Additionally, there is a 40 cm storm culvert at the north end of Lot 8 (REM), along with several culverts on the south end that drain surface water from Ogilvie Street.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-56, a bylaw to amend the Lease Agreement and Appendix A with Yukon Government, be brought forward for consideration under the bylaw process.



## CITY OF WHITEHORSE

### BYLAW 2024-56

A bylaw to amend Bylaw 2007-17 and lease agreement with Yukon Government with respect to the 100-foot Crown Reserve in Shipyards Park.  
-----

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 it is deemed desirable that the City enter into an agreement with Yukon Government to amend the lease agreement and sketch for the lease of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, also known as 100-foot Crown Reserve, with an area of 1.269 hectares;

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 amend the lease agreement (Bylaw 2007-17) with Yukon Government with respect to Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, in the City of Whitehorse, 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 Amending Agreement and Lease Agreement Sketch attached hereto as Attachment 3 and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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




CITY OF WHITEHORSE  
BYLAW 2024-56  
APPENDIX 'A'



**BYLAW 2024-56** A bylaw to authorize the City of Whitehorse to amend the lease agreement (Bylaw 2007-17) with Yukon Government with respect to Lot 8 (REM), Group 5 (804), Plan 20502 LTO, also known as 100-foot Crown Reserve, comprising approximately 1.269 hectares.

**LEGEND**

 SUBJECT AREA

**GOVERNMENT OF YUKON  
ADDENDUM DOCUMENT**

This Agreement made this 17th day of April 2024, is an Addendum to a Lease Agreement with the City of Whitehorse disposition number 2006-0146, Lease Agreement effective date of the 1st day of October 2006.

BETWEEN:

THE EXECUTIVE COUNCIL MEMBER  
OF YUKON AS REPRESENTED BY  
MANAGER, CLIENT SERVICES, LAND MANAGEMENT BRANCH

*hereinafter called  
"Yukon"*

AND:

THE CITY OF WHITEHORSE

*hereinafter called the  
"Lessee"*

Both parties hereto agree to the terms and conditions contained in Agreement number 2006-0146 and the lands described therein, namely:

All that parcel of land comprising of 0.14 hectares, more or less, within Lot 8 REM, LTO 20502, CLSR 8406, in the Shipyard Park, in the City of Whitehorse, Quad 105D/11, in the Yukon Territory, as shown outlined in red on a sketch attached to the legal document.

**AMENDED DESCRIPTION OF LAND TO:**

All those parcels of land comprising of 1.269 hectares more or less, within Lot 8 REM, Group 804, Plan 8406 CLSR, 20502 LTO, in Shipyards Park, City of Whitehorse, Yukon, as shown outlined in red on a sketch attached to this Addendum.

*hereinafter described as  
"the Land"*

**CORPORATE SIGNING AUTHORITY**

IN WITNESS WHEREOF, "Yukon" and the *Lessee* has duly executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The Corporate Seal of the **City of Whitehorse**  
Was hereunto affixed in the presence of:

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

(seal)

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SIGNED on behalf the Executive Council Member of Yukon, as represented by the Manager, Client Services, Land Management Branch, Department of Energy, Mines and Resource, in Yukon this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Susan Antpoehler, Manager  
Client Services,  
Land Management Branch  
Energy, Mines and Resources

<b>EMR Lands</b>	<b>Legal Surveys</b>	<b>Parks &amp; Protected Areas</b>
Parcel of Interest	Easements	Protected Area
Application	Parcels	Territorial Park
Disposition		National Park
Licence	<b>First Nations' Interests</b>	<b>Mining Interests</b>
Notation	Heritage Sites	Mineral Claim
<b>EMR Agriculture</b>	Heritage Routes	Placer Claim
AG Application	Heritage Site Areas	Quartz Claim
AG Disposition	Settlement Land (surveyed)	
	Settlement Land (unsurveyed)	

1:2,000

Metres



The waterbody base data is a graphical representation only and may differ from the actual geographical feature.

Imagery dated 1989-2024, Courtesy of Geomatics Yukon.

135°03'26"W  
60°43'45"N

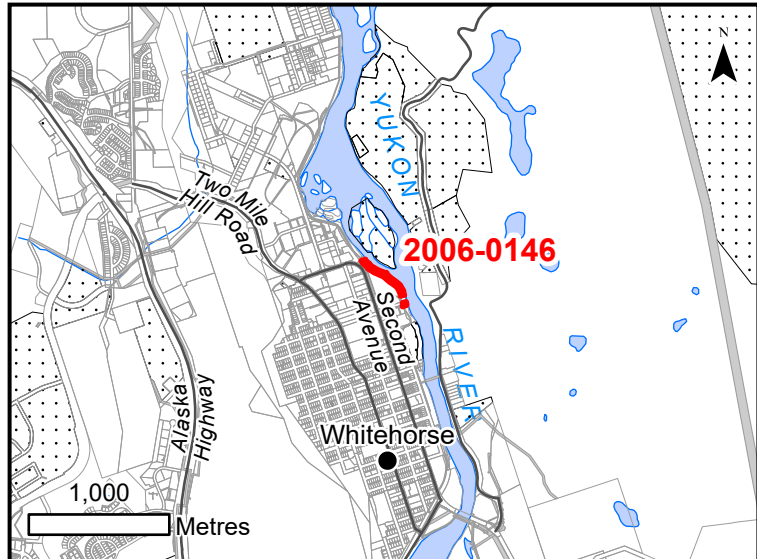
Mapsheet: 105D11  
April 16, 2024

**CITY OF WHITEHORSE**

**Lease**

Boundary locations of Lot 8 (Rem) are derived from Plans 63040 and 87876 CLSR

**PID: 200012076**      **Disposition: 2006-0146**



**CITY OF WHITEHORSE**  
**DEVELOPMENT SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Paolo Gallina

**Vice-Chair:** Jenny Hamilton

November 18, 2024

Meeting #2024-21

- 
1. New Business

**CITY OF WHITEHORSE**  
**CITY OPERATIONS COMMITTEE**  
Council Chambers, City Hall



**Chair:** Eileen Melnychuk

**Vice-Chair:** Lenore Morris

November 18, 2024

Meeting #2024-21

- 
1. New Business

**CITY OF WHITEHORSE**  
**COMMUNITY SERVICES COMMITTEE**  
Council Chambers, City Hall



**Chair:** Jenny Hamilton

**Vice-Chair:** Paolo Gallina

November 18, 2024

Meeting #2024-21

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1. New Business

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



**Chair:** Anne Middler

**Vice-Chair:** Dan Boyd

November 18, 2024

Meeting #2024-21

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1. Food for Fines Program

Presented by Colin LaForme, Constable, Bylaw Services

2. New Business



## ADMINISTRATIVE REPORT

<b>TO:</b> Public Health and Safety Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 18, 2024
<b>RE:</b> Food for Fines Program

### ISSUE

Approval of the annual 'Food for Fines' Program

### HISTORY

In the spirit of contributing to those citizens who are less fortunate during the holiday season, Bylaw Services is requesting approval to continue its annual 'Food for Fines' initiative this year. The 'Food for Fines' program has been supported by the City every year, since 2005.

Last year from November 29<sup>th</sup> to December 13<sup>th</sup>, the 'Food for Fines' Program provided for non-perishable food and cash donations to be accepted as payment for 'time expired' parking meter or 'exceed two-hour time limit' violation tickets with proceeds donated to the Whitehorse Food Bank, Kaushee's Place, and Skookum Jim Friendship Centre. In 2023, \$9,945 was raised in cash and \$2,055 was collected in food donations for a total value of \$12,000.

In addition to the food items, cash donations received go towards the purchase of additional non-perishable food. The local charities proposed to receive the donations remains unchanged from 2023, and they are:

1. **Whitehorse Food Bank** is open five days a week and provides services to numerous families throughout Whitehorse providing food hampers to approximately 2,000 people a month; and
2. **Kaushee's Place** is a transition home for women and gender diverse people, and their children, experiencing violence. It is free of charge.
3. **Skookum Jim Friendship Centre** provides food and shelter to youth year-round.

### ALTERNATIVES

1. Approve a grant of specific parking fines to the Food Bank, Kaushee's Place, and Skookum Jim Friendship Centre in an amount not exceeding \$12,000 for the 'Food for Fines' program.
2. Do not implement the 'Food for Fines' program

### ANALYSIS

The following chart outlines the revenue potentially generated by expired parking meter tickets:

Number of tickets issued per week	Ranges between 320 to 480
Revenue @ \$10/\$25 ticket for two weeks	\$3200 / \$12000

Historically, the Food for Fines program was a one-week initiative. To better serve the community, an additional week has been added. During the two-week Food for Fines initiative, people have the option of donating non-perishable food items in lieu of regular ‘expired parking meter’ or ‘two-hour zone’ fine payments. Food items contributed must be of the same or higher value than the ticket. If such a food contribution is made, the ticket would then be considered “Paid in Full.”

Planned promotional support and advertising by the City during the month of December is available, if this initiative is approved. Promoting and advertising this initiative is seen as the best way to obtain full participation from the public.

Food items may be dropped off at City Hall, along with the ticket, so that financial elements of the program can be determined. A small media event consisting of a ‘cheque presentation’ is also planned for after the program closes in order that the total dollar value collected can be communicated to our city’s residents.

**Only “Parking Meter” and “Two-Hour Zone” tickets issued on and between November 23<sup>rd</sup> and December 7<sup>th</sup>, 2024 are eligible for this initiative.** The cut off date for drop-off/payment of food items would be close of business on Wednesday, December 11<sup>th</sup>, 2024 with anticipated media presentation on Friday, December 13<sup>th</sup>. This would permit sufficient time for Bylaw Services to ensure delivery of the donated food to the proposed local charities and for these organizations to then distribute the food items to those families in need prior to Christmas.

**ADMINISTRATIVE RECOMMENDATION**

THAT the 2024 Food for Fines program be approved; and

THAT a grant not exceeding \$12,000 for parking meter tickets or two-hour zone fines issued between November 23<sup>rd</sup> and December 7<sup>th</sup>, 2024 be approved to the Food Bank, Kaushee’s Place, and Skookum Jim Friendship Centre as part of the ‘Food for Fines’ program.