

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, December 2, 2024 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

Day of Persons with a Disability (December 3, 2024)

National Day of Remembrance and Action on Violence Against Women (December 6, 2024)

DELEGATIONS

Keith Lay, Active Trails Whitehorse Association –
Snowmobile Bylaw Amendment Proposal

Laird Herbert, Northern Community Land Trust Society –
Northern Community Land Trust Housing Project

Stu Clark, Wildfire Awareness Society – Whitehorse
Firesmart Program 2025

CORPORATE SERVICES COMMITTEE

1. 2025 Council Meeting Schedule
2. Commencement Report – Water Monitoring Program

CITY PLANNING COMMITTEE

1. Lease Agreement – Valleyview Community Association
2. Zoning Amendment – 1702 Centennial Street
3. Public Hearing Report – Zoning Amendment – Hyatt Place Hotel

DEVELOPMENT SERVICES COMMITTEE

1. 2024 Town Square Final Report – For Information Only

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business



PROCLAMATION

DAY OF PERSONS WITH A DISABILITY

December 3

WHEREAS the International Day of Persons with Disabilities promotes understanding and respect for those living with disabilities, and brings attention to the struggles they face in all aspects of life including, but not limited to, economic, social, and cultural; and

WHEREAS the City of Whitehorse is committed to promoting an understanding of disability issues and a fully inclusive community for those people living with disabilities;

NOW, THEREFORE I, Mayor Kirk Cameron, do hereby proclaim December 3, 2024 to be Day of Persons with a Disability in the city of Whitehorse.

Kirk Cameron
Mayor



PROCLAMATION

National Day of Remembrance and Action on Violence Against Women

December 6

WHEREAS December 6th marks the anniversary of the tragic attack in 1989 where 14 women were killed and another 10 were injured in an attack against women at École Polytechnique of Montreal; and

WHEREAS education and awareness are the keys to reducing violence against women and the harm it causes to victims and their communities as a whole; and

WHEREAS together as a community, we can all work towards eliminating violence against women through individual actions by learning how to recognize this violence, and by speaking up and supporting the victims in any way we can;

NOW, THEREFORE I, Mayor Kirk Cameron, do hereby proclaim December 6, 2024 to be National Day of Remembrance and Action on Violence against Women 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

December 2, 2024

Meeting #2024-22

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1. 2025 Council Meeting Schedule
Presented by Valerie Braga, Director, Corporate Services
 2. Commencement Report – Water Monitoring Program
Presented by Craig Van Lankveld, Manager, Water and Waste Services
 3. New Business

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: December 2, 2024
RE: 2025 Council Meeting Schedule

ISSUE

Adoption of the 2025 Council Meeting Schedule.

REFERENCE

- [Council Procedures Bylaw 2021-12](#)
- Appendix A – Proposed 2025 Council Meeting Schedule

HISTORY

The Council Procedures Bylaw provides that, unless otherwise confirmed by Council, it shall hold Standing Committee meetings on the first and third Mondays of each month and Regular Council meetings on the second and fourth Mondays of each month.

To facilitate the scheduling of Council business and planned recesses, each fall Council approves the schedule for Standing Committee and Regular Council meetings for the following year. The current schedule is approved up to the end of December 2024.

Adoption of a meeting schedule provides certainty for Council and Administration and allows Administration to schedule certain requirements such as public hearings and public input sessions and include a winter and summer break. It also assists Council members in scheduling time for holidays and other events. Adopting the schedule does not preclude changes required during the year due to special circumstances or events. Council may reschedule meetings by Resolution to accommodate such events.

ANALYSIS

The 2025 Council Meeting Schedule is proposed as Appendix A and includes the following:

- One summer recess in July, and one winter recess over the December holiday season;
- When Statutory holidays fall on a weekend or a Monday, the Council or Standing Committee meeting has been rescheduled for the Tuesday;
- In the cases of March and September, months with a 5th Monday, no meeting is scheduled. While in the case of June, a Standing Committee meeting is scheduled for the 5th Monday with the Regular Council meeting the first Monday in July prior to the summer recess; and
- In recognition of the Federation of Canadian Municipalities Annual Conference occurring from May 29 – June 1 in Ottawa, the first meeting in June has been rescheduled to a Tuesday.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the 2025 Council Meeting Schedule as presented.

APPENDIX A – Proposed 2025 Council Meeting Schedule

Date	Meeting Type	Date	Meeting Type
January 6	Committee	July 7	Regular
January 13	Regular	Meetings Cancelled for Summer Recess	
January 20	Committee		
January 27	Regular		
February 3	Committee	August 4	Committee
February 10	Regular	August 11	Regular
February 17	Committee	August 19 (Tuesday)	Committee
February 24	Regular	August 25	Regular
March 3	Committee	September 2 (Tuesday)	Committee
March 10	Regular	September 8	Regular
March 17	Committee	September 15	Committee
March 24	Regular	September 22	Regular
April 7	Committee	October 6	Committee
April 14	Regular	October 14 (Tuesday)	Regular
April 22 (Tuesday)	Committee	October 20	Committee
April 28	Regular	October 27	Regular
May 5	Committee	November 3	Committee
May 12	Regular	November 10	Regular
May 20 (Tuesday)	Committee	November 17	Committee
May 26	Regular	November 24	Regular
June 3 (Tuesday)	Committee	December 1	Committee
June 9	Regular	December 8	Regular
June 16	Committee	Meetings Cancelled for a Christmas Recess	
June 24 (Tuesday)	Regular		
June 30	Committee		

ADMINISTRATIVE REPORT

TO: Corporate Committee
FROM: Administration
DATE: December 2, 2024
RE: Commencement Report – Watering Monitoring Program

ISSUE

Council approval to commence the procurement of the Water Monitoring Program for 2025-2027

REFERENCE

Procurement Policy 2020-03

HISTORY

As per Section 3.1.1 of the Procurement Policy, Council authorisation is required prior to the commencement of procurements with an estimated value of \$500,000 or more and of procurements less than \$500,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest. The Water Monitoring Program falls into this category as it ensures compliance with regulatory requirements and supports proactive environmental management. These issues directly affect public health and the local ecosystem, representing a significant community interest.

The City operates its drinking water and wastewater systems under the requirements of the Water Use License MN20-008-01, the Permit to Operate a Large Drinking Water System, and the Landfill Permit #80-001. The licence and permits require the City to sample and analyze water and wastewater for regulatory compliance, as well as develop specific plans (e.g. hydrocarbons, storm water, snow dumps, groundwater protection, and adaptive management). These plans have their own monitoring requirements, which are also part of the planned Request for Proposal (RFP).

Funding for this project will be included in the 2025 and subsequent Operating budgets for Water & Sewer, Transportation, and Landfill. It is anticipated this project will be in the similar range as the last contract, which was approximately \$400,000/year for three years (total of \$1.2M over three years).

ALTERNATIVES

1. Authorize Administration to commence the procurement for the Water Monitoring Program for 2025-2027.
2. Refer the matter back to Administration.

ANALYSIS

The City operates its drinking water treatment & distribution, wastewater collection, storm water collection systems, snow dumps, and the landfill under the terms of its water use

licence, the permit to operate the drinking water system, and the permit to operate the landfill. The licence and permits include a series of regulatory requirements for the City to follow. Some requirements are operational, while other requirements establish the type and frequency of water monitoring and are used to assess the environmental impact of the City operations.

This type of water monitoring has been in place since the 1980's, and the sampling complexity has increased as the City systems expand and as regulatory requirements become more stringent. With this RFP, the City intends to retain a consultant to collect water samples on its behalf, analyze those using certified laboratories, and produce reports. Water & Waste Services Department will then use those sampling reports to produce monthly and annual reports for the corresponding regulatory bodies (Yukon Water Board, Yukon Environmental Health Services, and Yukon Environment, respectively).

The scope of this "Water Monitoring Program" project has a direct feedback to City operations (drinking water, wastewater, storm water, snow dumps, landfill). When negative environmental impacts are identified or anticipated, recommendations or instructions are issued to the relevant departments to mitigate, remediate, or restore environmental conditions.

The current "Water Monitoring Program 2024" contract ends December 31, 2024, with the new RFP ensuring monitoring continues in January 2025.

Purchasing

The City received a number of bid proposals on the prior RFP and anticipates a similar level of interest on this one.

Procurement Policy Principles

The scope of the "Water Monitoring Program" relates directly to the environmental sustainability aspect of the procurement principles. The RFP will also have consideration for local procurement.

Tentative Project Schedule

<u>Item</u>	<u>Proposed date(s)</u>
Issue solicitation document	<u>December 10, 2024</u>
Issue Purchase Order/Contract	<u>January 20, 2025</u>
Start of Project	<u>January 21, 2025</u>
Total Completion	<u>December 31, 2027</u>

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize Administration to commence the procurement of the "Water Monitoring Program 2025-2027" project.

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Lenore Morris

Vice-Chair: Anne Middler

December 2, 2024

Meeting #2024-22

-
1. Lease Agreement – Valleyview Community Association
Presented by Peter Duke, Manager, Land and Building Services
 2. Zoning Amendment – 1702 Centennial Street
Presented by Mathieu Marois, A/Manager, Planning Services
 3. Public Hearing Report – Zoning Amendment – Hyatt Place Hotel
Presented by Mathieu Marois, A/Manager, Planning Services
 4. New Business

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: December 2, 2024
RE: Lease Agreement – Valleyview Community Association

ISSUE

Bylaw to lease a closed road right-of-way in Valleyview to the Valleyview Community Association (VCA) for the community garden and greenhouse.

REFERENCE

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

HISTORY

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

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

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

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

Bylaw 2024-42 was introduced to Committee on August 20, 2024, but was returned to Administration to address questions about liability insurance. Administration reached out to VCA to clarify that the lease adheres to the minimum requirements outlined in the City's Lease, Encroachment, and Property Use Policy (LEPUP). The lease agreement has now been signed by the VCA and is being brought back for Council consideration.

ALTERNATIVES

1. Bring forward Bylaw 2024-42 to enter into a lease with Valleyview Community Association; or
2. Refer the matter back to Administration

ANALYSIS

Municipal Act / OCP and Zoning

Section 265(e) of the *Municipal Act* enables Council to pass bylaws in order to lease municipal land and/or buildings.

The proposed lease area is designated Residential - Urban in the City's OCP. A community garden and greenhouse is a compatible use in the Residential – Urban designation. The OCP also supports increasing local food production (Section 7.26) by providing space for community gardens/greenhouses.

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

Lease Considerations

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

As per the LEPUP, VCA is classified as a Group B Society as the annual value of grants received exceeds \$5,000, but is less than \$50,000. Group B Societies are eligible for a reduced lease rate based on perceived benefits to the community. As VCA provides significant benefit to Valleyview Neighborhood residents through ongoing growth in membership, a designated meeting place, contribution to local food production, and individual donations to food insecure groups, it has been determined that the lease rate should be significantly reduced from the market rate of \$900.

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

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

- Builds community by allowing neighbours to collaborate and share duties and information related to cultivating plants.
- Excess vegetables are donated to the Whitehorse Food Bank.
- The warm, ‘outdoor’ community space is used for small community meetings.
- Provides individual health benefits including exercise, improved diet, time in nature, reduces stress levels.
- Reduces greenhouse gas emissions by reducing the distance food travels.
- Increases community sustainability by increasing local food production and use of city composting.

- Educates youth/adults on plant productivity and natural agriculture practices.
- Provides community garden support for other neighbourhoods.
- Supports the Resilient, Accessible Food System Goal of the City of Whitehorse's 2015 -2050 Sustainability Plan.

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

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

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

ADMINISTRATIVE RECOMMENDATION

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

CITY OF WHITEHORSE
BYLAW 2024-42

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with the **Valleyview Community Association** for the lease of a parcel of land for a ten-year period from August 1st, 2021 to and including July 31st, 2031 with a ten year renewal clause;

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

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with the Valleyview Community Association with a ten (10) year renewal option with respect to a road right-of-way as shown on Plan 94-64 LTO adjacent to Lots 22 and 23, Plan 94-75 LTO, in the City of Whitehorse, comprising approximately 768 square metres in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor


Corporate Services



Bylaw 2024-42

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

LEGEND

 SUBJECT AREA

THIS LEASE AGREEMENT, made the ____ day of _____, 2024 in triplicate.

BETWEEN:

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

(the "Landlord").

AND:

Valleyview Community Association, a society duly incorporated pursuant to the provisions of the *Societies Act (Yukon)*,

(the "Tenant").

W H E R E A S:

- A. The Landlord is the owner of the Lands as described in Paragraph 1.1 herein; and
- B. The Tenant desires to lease the Lands for the purpose a community garden and greenhouse in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

In consideration of the rents, covenants, conditions and agreements herein the Landlord leases to the Tenant the land more particularly described as follows:

A road right-of-way as shown on Plan 94-64 LTO adjacent Lots 22 and 23, Plan 94-75 LTO, Valleyview Subdivision, City of Whitehorse, Yukon Territory,

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

(the "Lands")

1.2 Term

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

1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of **ten dollars (\$10.00)** per year, plus Goods and Services Tax, to be paid in advance on or before **January 1st** of each year starting in 2026, during the term hereof.

1.4 Property Taxes

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

1.5 Carefree Lease

The Tenant acknowledges that it is intended that this Lease be a net-net lease for the Landlord and that all and every cost, expense, charge or out lay of any nature whatsoever in any way related to the Lands and Premises or their occupancy by the Tenant shall be borne by the Tenant excepting as otherwise expressly provided herein.

1.5 Condition Precedent and Subsequent

The Tenant acknowledges that it is a condition precedent and a condition subsequent to the creation and continued validity of this Lease that the Tenant be a Society incorporated under the *Societies Act*. In the event that the Tenant is not, or becomes in any way whatsoever, a legal entity other than a Society, this Lease is automatically void and without legal effect.

1.6 Renewal of Lease

The City Manager of the Landlord or its delegate may, in the last year of the initial term of this Lease, as specifically provided for by Bylaw 2024-42, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant one renewal of the Lease for a further ten (10) year term, which shall not contain this section.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this Lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this Lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands and Premises in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured only excepted (the "Tenant Repair Exceptions") unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands and Premises to examine the condition thereof, and in the event that the Landlord delivers a written notice of repair to the Tenant, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;
- (d) *Care of Lands and Premises* - The Tenant shall keep the Lands and Premises in a safe, tidy and healthy condition at its own expense;
- (e) *Waste diversion* - The Tenant understands that it is required to comply with the Waste Management Bylaw at all times. This includes provision of sufficient recycling and compost bins, waste collection services, and compostable bags to line compost bins on

the Lands and Premises. These provisions ensure that recyclable and organic waste are separated and diverted from the landfill as required by the Waste Management Bylaw. All costs associated with waste diversion shall be the responsibility of the Tenant.

- (f) *Business Taxes* - The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands and Premises;
- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or permit the Lands or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(h), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this Lease to another society. In the event that consent to the assignment or subleasing to another society or the subleasing or licensing of a portion of the Lands and Premises to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands and Premises with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (h) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than for community garden and greenhouse facility and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PR Parks and Recreation", or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands and Premises and chattels contained on the Lands and Premises and leased herewith shall not be used to provide or supply programs or services on or off of the Lands and Premises, in competition with privately owned and operated business.;
- (i) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (j) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands and Premises, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands and Premises are done in accordance with

the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;

- (k) *By-Laws* - The Tenant shall comply with all federal and territorial enactments, and all municipal by-laws (collectively "Applicable Law") relating in any way to the use or occupation of the Lands and Premises, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands and Premises;
- (l) *Alterations* - The Tenant shall not make any alterations, installations, improvements, including fencing, or changes of any kind to the Lands and Premises without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (m) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands and Premises any goods, chattels or fixtures moved into the Lands and Premises, except in the normal course of business, ("business" when used in this Lease meaning the carrying out of the society's objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;
- (n) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* - Any installations and improvements made by the Tenant on or within the Lands and Premises are the property of the Landlord. At the Landlord's option, the Tenant shall, at the expiry of the Lease and at its own expense, remove such installations and improvements as the Landlord directs, from the Lands and Premises and the Tenant shall be responsible for returning the Lands and Premises to a condition satisfactory to the Landlord;
- (p) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any builder's lien to be registered against the Lands and Premises and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the

Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;

- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of community garden and greenhouse facility within the Lands and Premises is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the community garden and greenhouse facility within the Lands and Premises is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the Landlord shall have the option to immediately terminate the Lease on written notice to the Tenant;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times;
- (s) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands and Premises;
- (t) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (v) *Use of Facility* - The Tenant shall provide access to the Lands and Premises and membership in the Valleyview Community Association society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (w) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands and Premises are open to the general public and that the Tenant shall work with the Landlord to prepare a weekly schedule to provide access;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands and Premises to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with a community garden and greenhouse development. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands and Premises as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the Tenant within the Lands and Premises shall be made in accordance with industry best practices and standards;
- (y) *Utilities* - The Tenant shall pay when due all rates and charges for internet, telephone and other utilities supplied to or used in the Lands and Premises as separately metered or separately invoiced by the supplier, including those utilities supplied by the Landlord;

- (z) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands and Premises;
- (aa) *Access to Park* - The Tenant shall at all times maintain a pedestrian access corridor and a minimum 4.5 metre wide vehicular access corridor for emergency vehicles and the Landlord's vehicles to pass through the Lands.

2. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

3. Rights and Remedies of the Landlord

4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and Premises and the same to have again, repossess and enjoy as of its former estate, notwithstanding anything herein contained to the contrary. If the Landlord re-enters the Lands and Premises by reason of the default of the Tenant prior to the expiry of the term of this Lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands and Premises during the remainder of the term after deducting the Landlord's costs of reletting the Lands and Premises.

4.2 Right of Termination

Upon the Landlord becoming entitled to re-enter upon the Lands and Premises, the Landlord shall have the right in addition to all other rights, to determine forthwith this Lease by giving notice in writing to the Tenant and thereupon rent shall be apportioned and paid to the date of such determination and the Tenant shall forthwith deliver up possession of the Lands and Premises and the Landlord may re-enter and take possession of the same.

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands and Premises become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or

any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 *Status as a Society*

In the event the Tenant is dissolved, wound up or struck from the Registry of Societies, this Lease shall automatically terminate. In the event the Tenant fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect. In the event the Lease terminates pursuant to the provisions of this paragraph, the Lands and Premises, including the assets of the Tenant affixed thereto, shall become the sole property of the Landlord.

4.6 *Distress*

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands and Premises without being liable in any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

4.7 *Non-waiver*

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.8 *Landlord's Right to Perform*

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands and Premises to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.9 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 4% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

4. Indemnification

5.1 Indemnity by Tenant

Except for or in respect of events caused by the Landlord's actions, or those for who it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the Term, the Tenant shall indemnify the Landlord and all of its servants, agents, employees, contractors, invitees and persons for whom the Landlord is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

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

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

5.2 Indemnity by Landlord

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

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

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

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

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

7. Hazardous Substances

7.1 Definitions

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

7.2 Compliance with Laws

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

7.4 Ownership of Hazardous Substances

If the Tenant brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Lands and Premises, then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands and Premises and notwithstanding the expiry or earlier termination of this Lease.

8. Termination

8.1 Termination

During the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing to the other twelve (12) months or more before the date of termination.

9. General Provisions

9.1 Subordination

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Landlord against the Lands and Premises. The Tenant shall execute promptly from time to time any assurances that the Landlord may request to confirm this subordination.

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

9.5 Notices

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

If to the Landlord:

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

If to the Tenant:

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

A notice shall be deemed to have been received, if emailed, faxed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of the internet or postal services, a notice shall be given by one of the other methods of communication.

9.6 *Solicitor and Client Costs*

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 *Joint and Several Covenants*

In the event that this Lease is executed by two or more persons as Tenant, the covenants and agreements on the part of the Tenant herein contained will be and will be deemed to be joint and several covenants.

9.8 *Binding Agreement*

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant except as otherwise specifically allowed by the terms of this Lease.

9.9 *Interpretation of Words*

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

9.10 *Time of Essence*

Time shall in all respects be of the essence hereof.

9.11 *Changes to Agreement*

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Landlord and Tenant. If any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Lease and such provisions shall be severable from the remainder of this Lease.

9.12 *Acceptance by Tenant*

The Tenant does hereby accept this Lease of the Lands and Premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first above written in the City of Whitehorse, in the Yukon Territory.

c/s) THE CORPORATE SEAL OF THE
) **City of Whitehorse**
) was hereunto affixed
) in the presence of:
)
)
) _____
) Mayor
)
)
) _____
) Corporate Services

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

 Witness (if no corporate seal)

 Witness (if no corporate seal)



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

CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

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



ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: December 2, 2023
RE: Zoning Amendment – 1702 Centennial Street

ISSUE

An application to amend the zoning at 1702 Centennial Street from CH – Highway Commercial to CM2x(l) – Mixed Use Commercial 2 (modified) to enable residential development.

REFERENCE

- [Whitehorse 2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2024-57 (Attachment 2)
- Housing Accelerator Fund Contribution Agreement

HISTORY

The applicant has applied to rezone 1702 Centennial Street from CH – Highway Commercial to CM2x(l) – Mixed Use Commercial 2 (modified) to develop a 10-dwelling unit housing development, similar to recent developments to the south of the subject site at 1302 and 1306 Centennial Street. The CH zone does not allow housing as a principal use.

On October 30, 2024, the Development Review Committee (DRC) reviewed the proposed amendment and comments were made regarding on-site servicing upgrade requirements and procedure. No issues were raised with the proposed zoning amendment itself.

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	December 2, 2024
First Reading:	December 9, 2024
Newspaper Ads:	December 13 and December 20, 2024
Public Hearing:	January 13, 2025
Report to Committee:	February 17, 2025
Second and Third Reading:	February 24, 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 currently vacant and is located at the northeast corner of Centennial Street and 17th Avenue East. The subject site is adjacent to CH zoning to the north and

RM zoning to the east. To the south of the parcel, across 17th Avenue East, is CM2x(a) zoning. On the opposite side of the street is the right of way for the Alaska Highway. The subject site is within approximately 500 m of the Porter Creek Urban Centre on Wann Road.

Official Community Plan

The subject site is designated as Mixed Use – Neighbourhoods in the Official Community Plan (OCP). The intent of the Mixed Use – Neighbourhoods designation is to assist in the creation of more Complete Communities by accommodating a mixture of multi-unit housing and commercial development at a scale that contributes to the vitality of neighbourhoods. Uses suitable for inclusion in the Mixed-Use Neighbourhood designation include multi-unit residential. The proposed rezoning to CM2x(l) conforms to this designation and would contribute to the development of a more Complete Community in Porter Creek by providing additional multi-unit housing while retaining the allowance of commercial options.

The proposed amendment is supported by several policies in the Official Community Plan, including Polices 8.1 – 8.3, 8.39, and 9.1. The proposed amendment would allow for an intensification and compact development on an existing lot, making more efficient use of existing municipal services in the area and encouraging a more walkable and transit-friendly neighbourhood. This, in turn, contributes to the transition towards a more Complete Community where residents have easier access to amenities and services along Centennial Street and the nearby Urban Centre on Wann Road. Finally, the inclusion of multiple housing increases the diversity of housing options in the area, better reflecting the housing continuum.

Zoning Bylaw

The site is currently zoned CH, which is intended to provide high quality commercial development primarily along arterial roadways. CM2x(l) zoning is being proposed to allow for multiple housing development whilst providing options for commercial uses that serve the neighbourhood.

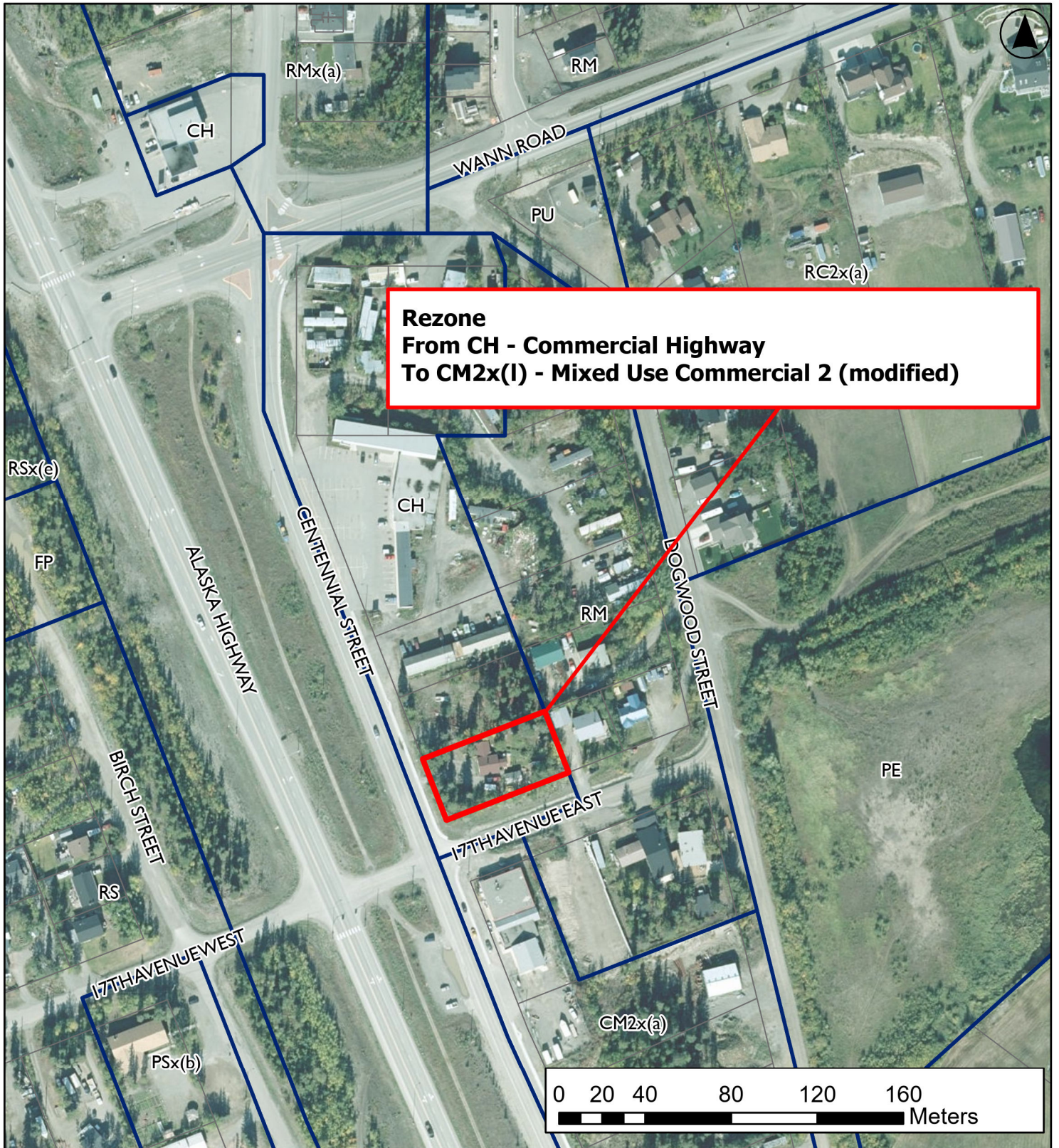
The proposed zoning includes several special modifications. Restrictions on maximum height (15 m) and setbacks were added, similar to restrictions within the CM2(a) zone. A required 3.0 m vegetative buffer was also added to mitigate the impact of intensification on the surrounding lots currently zoned RM. A special modification was also added to not permit retail services, restricted, in alignment with CM2x(a) zoning south of the subject site.

Housing Accelerator Fund

The City of Whitehorse's Housing Accelerator Fund Action Plan has an overall growth target of 1498 dwelling units between February 2024 and February 2027, including a target of 56 missing middle dwelling units. Rezoning the site would allow for missing middle residential development and contribute to the City's HAF Action Plan targets.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-57, a bylaw to amend the zoning of 1702 Centennial Street, be brought forward for consideration under the bylaw process.



DATE:
11/11/2024 4:14 PM

FILE:
Z-15-2024

 Subject Site

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Zoning Bylaw Amendment

A proposal to amend the zoning of 1702 Centennial Street from CH - Highway Commercial to CM2x(I) - Mixed Use Commercial 2 (modified) to allow for residential development.



CITY OF WHITEHORSE
BYLAW 2024-57

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for residential development on Lot 46, Plan 25142 LTO YT, Porter Creek Subdivision, municipally known as 1702 Centennial Street;

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

1. Section 10.6.7 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.6.7 Special Modifications I) as follows:

“g), Lot 45, Plan 25142 LTO YT at 1702 Centennial Street in the Porter Creek Subdivision, is designated CM2x(l) with the special modifications being:

- (1) the maximum height is 15.0 m;
- (2) The minimum corner lot setback is 6.0 m from the lot line abutting Centennial Street, 3.0 m from the lot line abutting 17th Avenue East, and 3.0 m from all other sides.
- (3) A vegetative buffer is required where development is adjacent to a residential zone. The minimum width of the vegetative buffer is 3.0 m. The minimum density is one tree or two shrubs per 20m² of required buffer area, or any combination thereof to meet the requirement; and,
- (4) Retail services, restricted are not permitted.

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 1702 Centennial Street from CH – Highway Commercial to CM2x(l) – Mixed Use Commercial 2 (modified), as indicated on Appendix A and forming part of this bylaw.

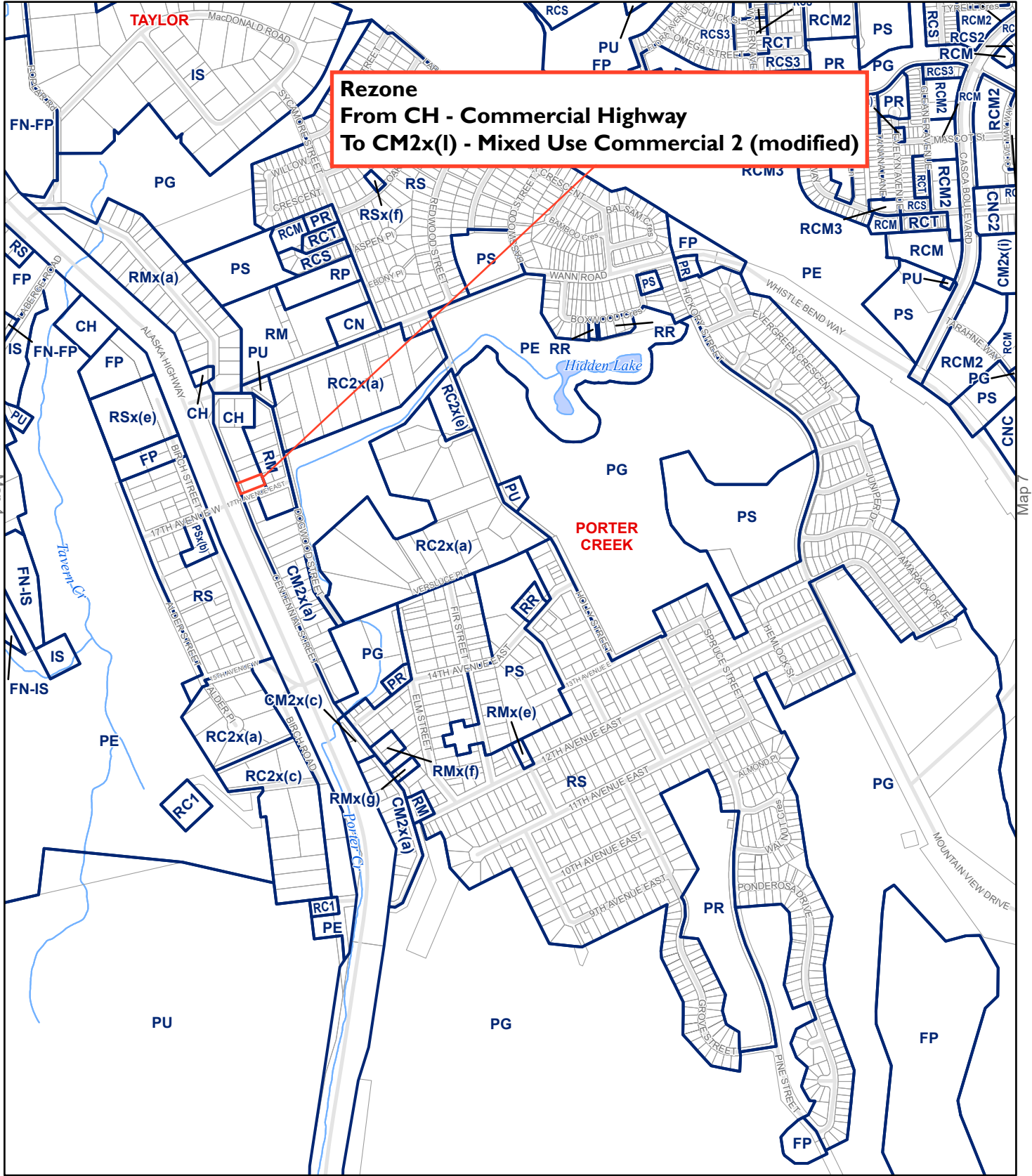
3. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:	December 2, 2023
PUBLIC NOTICE:	December 9, 2023
PUBLIC HEARING:	January 13, 2024
SECOND READING:	February 24, 2024
THIRD READING and ADOPTION:	

Kirk Cameron, Mayor

Corporate Services

Map 6



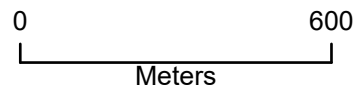
Map 4

Map 7

Map 12

Map 9

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: September 13, 2024

Projection: NAD 1983 UTM Zone 8

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: December 2, 2024
RE: Public Hearing Report – Zoning Amendment – Hyatt Place Hotel

ISSUE

Public Hearing Report on a bylaw to amend the zoning of 505, 507, 509, and 511 Main Street, from CC – Core Commercial to CCx – Core Commercial (modified), to reduce the number of required off-street parking spaces.

REFERENCES

- [Zoning Bylaw 2012-20](#)
- [Reserve Fund Bylaw 2001-34](#)
- [Reserve Fund Levels Policy](#)
- [2024-2027 Capital Expenditure Program Project - 720c00422 Zoning Bylaw Rewrite](#)
- [Council Procedure Bylaw 2021-12](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2024-46 (Attachment 2)

HISTORY

An application was received to rezone the site of the Hyatt Place Hotel that is currently under construction. The applicant is seeking a special modification to reduce the parking requirement from one parking space per 150 m² to one parking space per 300 m².

On July 14, 2023, the applicant was issued a development permit for the Hyatt Place Hotel, which will be built on the parking lot of the adjacent Gold Rush Inn.

The permit requires a total of 72 off-street parking spaces: 47 spaces for the new hotel and 25 spaces to replace those lost from the Gold Rush Inn's lot. The Gold Rush Inn's parking originally had 36 spaces under a 1996 permit, but 25 of these spaces are being removed to accommodate the new hotel, leaving only 11 spaces available. To meet current zoning requirements, these lost spaces must be replaced.

The applicant has proposed an amendment to reduce the total parking requirement from 72 spaces to 48. With this reduction, the applicant's plan to provide 43 spaces would leave a shortfall of only 5 spaces, compared to the original shortfall of 29. This adjustment would also significantly reduce the cash-in-lieu cost for the missing spaces by \$448,944.

Bylaw 2024-46 received First Reading on August 26, 2024. Public hearing notifications were distributed in accordance with the Zoning Bylaw 2012-20, including:

- Newspaper advertisements were posted in the Yukon News on October 18, 2024 and October 25, 2024;

- Email notifications were sent to Kwanlin Dün First Nation, Ta’an Kwäch’än Council, Government of Yukon Land Management Branch, and the Downtown Residents Association;
- Mail notifications were sent to property owners within 100 m of the subject site; and
- Two notice signs were placed near the subject site.

A public hearing for this item was held on November 12, 2024. Twenty written public input submissions were received and five members of the public spoke to the amendment at the public hearing, all opposed except the applicant who spoke in support. Two of the members of the public who spoke at the public hearing had also submitted written input.

ALTERNATIVES

1. Proceed with the amendment under the bylaw process;
2. Proceed to second reading under the bylaw process and defeat; or
3. Consider new input received after the public hearing and schedule a second public hearing.

ANALYSIS

The following matters were raised in the public input submissions:

- Procedure and timing;
- Parking demand; and
- Cash-in-lieu reduction and use.

Procedure and timing

Members of the public expressed that the applicant should have applied to rezone their property prior to the construction of the hotel. It was questioned whether applying for a Zoning Bylaw amendment after construction began and collecting cash-in-lieu of parking is compliant and ethical. The applicant noted that proceeding with a Zoning Bylaw amendment prior to development would have delayed the development by one construction season and significantly increased development costs.

Section 7.3.7 d) of the Zoning Bylaw allows an applicant to pay cash-in-lieu for each required parking space but does not specify at what stage in the development process the fee must be collected. As such, developers are permitted to start construction and defer the cash-in-lieu payment until project completion. Similarly, developers are allowed at any stage in the development process to apply for a Zoning Bylaw amendment to remove or reduce the cash-in-lieu requirement, as done by the applicant in this instance.

Parking demand

Members of the public expressed concerns that the proposed amendment will increase on-street parking demand in an area considered at capacity and in high demand. Further concerns were noted on the potential reduced parking availability to patrons of nearby services who have reduced mobility or accessibility requirements.

The applicant noted that they consider the number of off-street parking provided appropriate, based on off-site parking spaces provided at other hotels they operate Downtown and minimum parking requirements in other jurisdictions. However, a member of the public noted that the applicant has not provided an independent parking study to determine this.

As the applicant has the option of paying cash-in-lieu for any required parking spaces not provided for, the number of actual parking spaces on the site may remain the same regardless of whether or not the proposed Zoning Bylaw amendment is approved. On-street parking impacts would therefore remain the same as well regardless of the decision on the application, but approval would decrease the funding available for the City to implement any parking mitigations.

The City is committed to encouraging a shift towards the increased use of active and shared transportation modes and lists personal vehicles at the bottom of the transportation hierarchy per OCP policy 11.2. While parking demand is anticipated to increase overall in the Downtown area as new developments occur, reliance on personal vehicles is expected to be lower in locations with greater travel options. For this reason, OCP policy 11.7 contemplates a reduction in parking requirements for developments located near active transportation and transit routes, such as the subject site.

The Zoning Bylaw is currently being rewritten to align with the above OCP policies, including as it relates to parking requirements for hotels. In the absence of a parking study to support the proposed amendment, this analysis and decision would be more appropriately addressed as part of the comprehensive Zoning Bylaw review.

Cash-in-lieu reduction and use

A member of the public expressed that all developers have experienced financial hardships recently and that a decrease in cash-in-lieu payment for the applicant is unfair. On the other hand, the applicant noted that no one development should be made to bear the weight of many years of development intensification and required infrastructure improvement costs.

A member of the public also expressed that when the City receives cash-in-lieu of parking, the funds should only be used to provide additional parking spaces Downtown and should not be reallocated from the Parking Development Reserve fund to general reserves or to finance other non-parking related expenditures. A member of the public noted that a multi-level parkade is required Downtown, and a reduction in the required cash-in-lieu would make it more difficult for the City to develop one.

Cash-in-lieu of parking is deposited into the Parking Development Reserve fund and is subject to the conditions outlined in the Reserve Fund Bylaw 2001-34. The City's Reserve Fund Levels Policy allows Council to reallocate reserve funds. A reduction in the on-site parking requirements will result in a reduction of the cash-in-lieu payment, restricting the City's ability to mitigate potential parking impacts of the subject development, which may include various strategies such as constructing a parkade, buying land for parking, developing a parking pass program, enhancing parking enforcement through capital projects, or reallocating funds to higher City priorities, subject to the Reserve Fund Levels Policy.

In the absence of a parking study to justify the proposed amendment, the City cannot determine the impact a reduced cash-in-lieu payment will have on its ability to address potential parking impacts.

Additional Information Received after Closure of the Public Hearing

Following the closure of the public hearing the proponent provided a proposal to City Council asking for a Development Permit Agreement with the City that would allow NVD to meet the eventual parking standard established in the Zoning Bylaw Rewrite for the Hyatt Place Hotel. This proposal would require the proposed bylaw to be amended to reflect this arrangement.

Should Council wish to consider this proposal, Section 89 of the Procedure Bylaw requires a second public hearing for a zoning amendment where, among other things, “Significant changes to the bylaw are proposed that otherwise alter the substance of the bylaw”. This provision ensures that the public is able to comment on the new information before Council makes a decision on the proposed bylaw.

If the revised zoning amendment is adopted, a second bylaw to approve a Development Permit Agreement would be brought forward that formalizes the contractual arrangements that ensure that parking is provided per the adopted regulations in the new Zoning Bylaw Rewrite project.

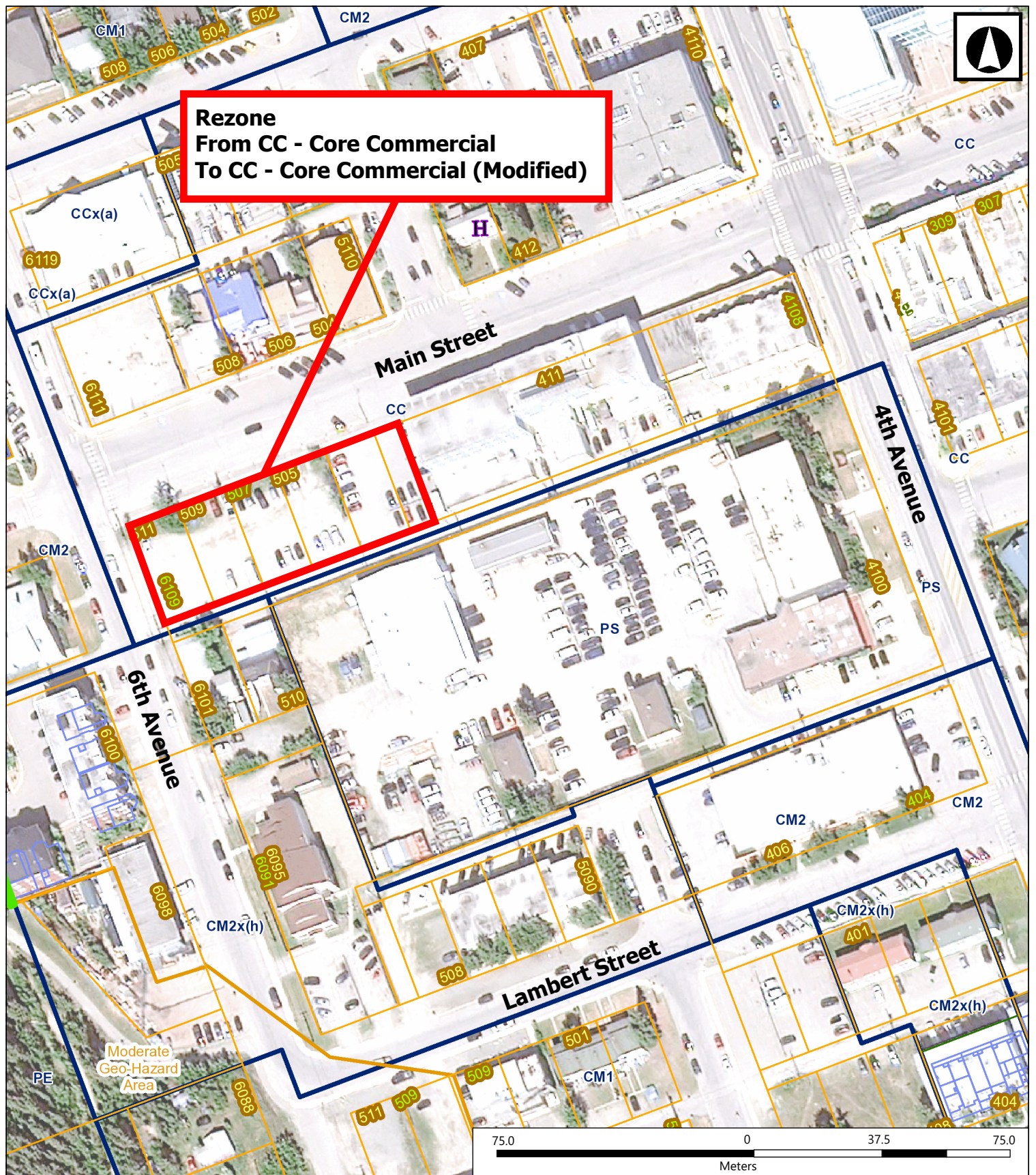
Administration does not recommend pursuing this option as it introduces significant uncertainty and undermines the integrity of the public consultation process. The proposal relies on standards that are yet to be established under the Zoning Bylaw Rewrite, which has not been finalized or adopted, leaving both Council and the public without clarity on the eventual requirements. Furthermore, a second public hearing would delay resolution, increase administrative complexity, and potentially set a precedent for deferring compliance with established zoning requirements.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-46, a bylaw to amend the zoning of 505, 507, 509, and 511 Main Street, from CC – Core Commercial to CCx – Core Commercial (modified), be brought forward to second reading and defeated.



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



SCALE:
1:1,500

DATE:
August 20, 2024

FILE:
Z-06-2024

CITY OF WHITEHORSE - PLANNING & SUSTAINABILITY SERVICES

Proposed Bylaw 2024-46

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



CITY OF WHITEHORSE
BYLAW 2024-46

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to reduce the number of required off-street parking spaces at Lots 7-11, Block 45, Plan 3807 LTO YT, municipally known as 505, 507, 509, and 511 Main Street;

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

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

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

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

(1) The minimum requirement for all non-residential uses is 1 parking space for every 300 m² of gross floor area.”

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 505, 507, 509, and 511 Main Street from CC – Core Commercial to CCx(b) – Core Commercial Modified as indicated on Appendix A and forming part of this bylaw.

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

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

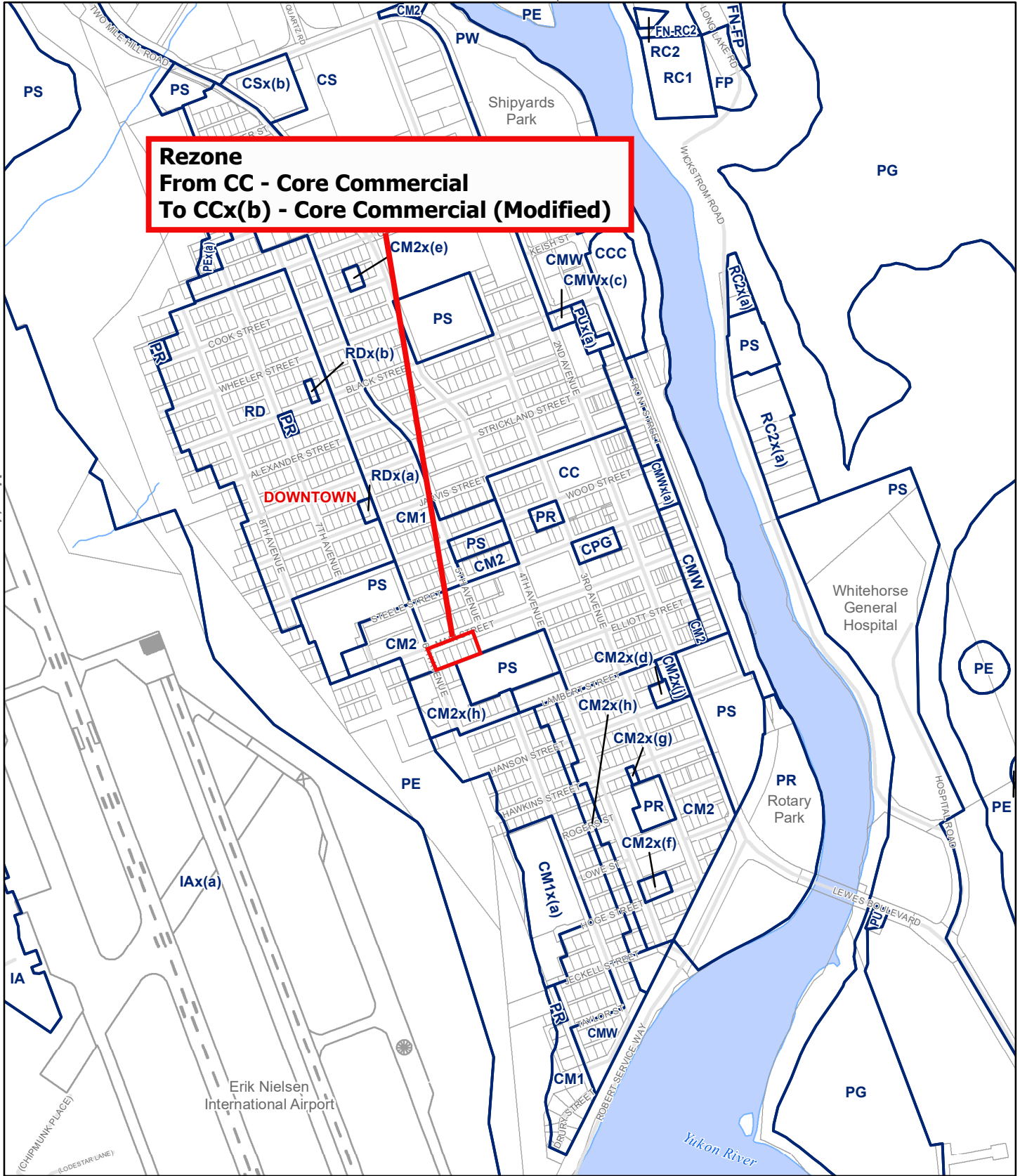
SECOND READING:

THIRD READING and ADOPTION:

Mayor

Corporate Services

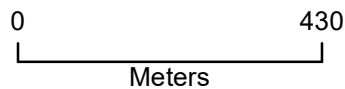
Map 11



Map 18

Map 16

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



Consolidation date:
April 22, 2024

Projection: NAD 1983 UTM Zone 8

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Paolo Gallina

Vice-Chair: Jenny Hamilton

December 2, 2024

Meeting #2024-22

-
1. 2024 Town Square Final Report – For Information Only
Presented by Stéphanie Chevalier, Economic Development
Coordinator, Development Services
 2. New Business

ADMINISTRATIVE REPORT

TO: Development Services Committee
FROM: Administration
DATE: December 2, 2024
RE: 2024 Town Square Final Report – For Information Only

ISSUE

Riverfront Town Square Pilot Project Debrief Report and Engagement Summary

REFERENCE

- [Riverfront Town Square – Debrief Report and Exit Survey Results](#)
- [Official Community Plan 2040](#)
- [2018 Downtown Plan](#)
- [Downtown Retail and Entertainment Strategy 2016-2025](#)

HISTORY

Strategic City planning documents, including the Official Community Plan 2040 and the 2018 Downtown Plan, emphasize Downtown’s role as the heart of the city. The Downtown Retail and Entertainment Strategy 2016-2025 further identifies the Waterfront as an Arts/Entertainment Hub. Building on this vision, the Town Square project has been a key initiative for the past two summers, designed to enhance Downtown’s vibrancy through arts, culture, and small business activities that engage residents and attract visitors.

The 2023 Main Street Town Square pilot project was directed by the previous Council and received strong community support. However, feedback from local businesses indicated that its location disrupted operations due to parking and traffic impacts. In response, Administration engaged stakeholders extensively to identify an alternative location. The Riverfront area was ultimately approved by Council on February 12, 2024, as the site for the 2024 pilot.

The 2024 Riverfront Town Square pilot ran from July 1 to September 1, featuring markets, mobile food vendors, public seating, live music, and First Nation artwork. Following its conclusion, Administration launched an online Exit Survey and collected direct feedback from stakeholders and adjacent businesses willing to share their experiences.

ANALYSIS

Engagement Feedback

The Riverfront Town Square Exit Survey, conducted from September 17 to October 10, received 130 responses: 105 from the general public, 18 from market vendors, and 7 from businesses and non-profit organizations (NPOs).

Survey responses showed generally positive satisfaction levels:

- Residents rated the project an average of 3.33, vendors rated it 3.91, and businesses/NPOs rated it 3.54 on a scale of 1 (poor) to 5 (excellent).
- Aspects like atmosphere, cleanliness, and safety scored highly across all groups, while days of operation and community/business engagement scored slightly lower, highlighting areas for improvement.

A majority of participants felt the Riverfront Town Square benefited Downtown overall, with 77% of residents, 93% of vendors, and 57% of businesses and NPOs agreeing or expressing potential support. Vendors reported notable economic benefits, with 50% stating that participation increased their revenues by 20-50%.

Open-ended feedback praised the Riverfront’s scenic beauty and accessibility, particularly its proximity to the river and walking paths. However, a few respondents raised concerns about the location being “too out of the way” or affected by wind. Comparisons to the 2023 Main Street location highlighted the higher visibility and foot traffic that created a more vibrant atmosphere last year.

When asked about future Town Squares, 82% of residents, 100% of vendors, and 57% of businesses or NPOs supported or were open to the idea. The Riverfront was identified as the preferred future location by 67% of residents, 60% of vendors, and 43% of businesses/NPOs.

Direct Stakeholder Feedback

Administration supplemented the survey by collecting input from the Riverfront Town Square Stakeholders Committee, adjacent businesses, an organization supporting people with disabilities, and four City departments.

Adjacent businesses generally preferred the Riverfront location over Main Street, citing reduced traffic and parking disruptions, and quality music programming. While parking remained a concern for some, they noted the Riverfront’s impact on sales was neutral compared to the negative effects experienced during the Main Street pilot.

Market vendors and NPOs were pleased with the organization of the markets and the Riverfront’s potential, though some felt the location was better suited for smaller vendors than larger businesses. Programming partners commended the production of the cultural activities but stressed the need for earlier start to planning, to enhance coordination and outcomes. City departments echoed this call for earlier timelines, emphasizing that it would alleviate operational strain and allow for more effective planning.

One adjacent organization expressed safety concerns about the trolley’s proximity to the Town Square. Administration is collaborating with the Yukon government and the organization to develop solutions that improve visitor safety in the area.

Programming Budget and Next Steps

The 2024 Riverfront Town Square pilot was delivered within a budget of \$119,236. This included costs for tent rentals, site maintenance, market attendants, marketing materials, and cultural programming to encourage community gathering. Several items purchased during the project can be reused for future initiatives, reducing costs for subsequent years.

With two pilot locations now tested and evaluated, the Town Square project should either be formally integrated into the Operating Budget or discontinued, allowing departments to incorporate it into their workplans as appropriate. Administration has prepared a budget submission for 2025 for Council consideration and will continue to seek external funding to support future Town Squares.

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Eileen Melnychuk

Vice-Chair: Lenore Morris

December 2, 2024

Meeting #2024-22

-
1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jenny Hamilton

Vice-Chair: Paolo Gallina

December 2, 2024

Meeting #2024-22

1. New Business

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



Chair: Anne Middler

Vice-Chair: Dan Boyd

December 2, 2024

Meeting #2024-22

1. New Business