

Mayor Kirk Cameron
Deputy Mayor Dan Boyd
Reserve Deputy Mayor Jenny Hamilton

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Human Rights Day (December 10, 2024)

MINUTES Regular Council Meeting Dated November 25, 2024

DELEGATIONS

PUBLIC HEARING Zoning Amendment – Selkirk Water Treatment Plant Upgrades
Zoning Amendment – Northeast Casca Boulevard Amendments

STANDING COMMITTEE REPORTS

City Budget Committee – Mayor Cameron

1. Mayor’s Budget Address – 2025 – 2028 Capital Budget

Corporate Services Committee – Councillors Boyd and Melnychuk

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

City Planning Committee – Councillors Morris and Middler

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

Development Services Committee – Councillors Gallina and Hamilton

1. 2024 Town Square Final Report – For Information Only

City Operations Committee – Councillors Melnychuk and Morris

Community Services Committee – Councillors Hamilton and Gallina

Public Health and Safety Committee – Councillors Middler and Boyd

NEW AND UNFINISHED BUSINESS

BYLAWS

2024-50	2025 – 2028 Capital Budget Bylaw	1 st Reading
2024-57	Zoning Amendment – 1702 Centennial Street	1 st Reading
2024-42	Lease Agreement – Valleyview Greenhouse	1 st and 2 nd Reading

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-22

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

AGENDA (cont'd)

2024-46	Zoning Amendment – Hyatt Place Hotel	2 nd and 3 rd Reading
2024-54	Lease Agreement – Pioneer Hotel 1, Yukon Film Society	3 rd Reading
2024-55	Lease Agreement – Pioneer Hotel 2, Yukon Literacy Coalition	3 rd Reading
2024-56	Lease Agreement Amendment – 100ft Crown Reserve	3 rd Reading
2024-58	Budget Amendment – 3 rd Quarter Capital Variance	3 rd Reading

ADJOURNMENT



PROCLAMATION

HUMAN RIGHTS DAY

December 10

WHEREAS December 10, 2024, is the 76th anniversary of adoption of the Universal Declaration of Human Rights, which outlines the rights every human being is entitled to regardless of any aspect of their person; and

WHEREAS Human Rights Day serves as a time to celebrate and uphold the ideals set out in the Declaration; and

WHEREAS this year's theme, "Equality – reducing inequalities and advancing human rights", calls for everyone to work towards understanding potential biases, ensuring equal opportunities for everyone, and supporting diversity and inclusion groups;

NOW, THEREFORE I, Mayor Kirk Cameron, do hereby proclaim December 10, 2024, to be Human Rights Day in the city of Whitehorse.

Kirk Cameron
Mayor

MINUTES of REGULAR Meeting #2024-21 of the Council of the City of Whitehorse called for 5:30 p.m. on November 25, 2024, in Council Chambers, City Hall.

PRESENT: Mayor Kirk Cameron
Councillors Dan Boyd
Paolo Gallina
Jenny Hamilton
Eileen Melnychuk
Anne Middler
Lenore Morris

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

Mayor Cameron called the meeting to order at 5:30 p.m.

CALL TO ORDER

AGENDA

2024-21-01

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

Carried Unanimously

PROCLAMATIONS

Mayor Kirk Cameron proclaimed November 25 to December 10, 2024, as the 16 Days of Activism Against Gender-Based Violence to promote action to end violence against women and girls around the world.

Proclamation – 16 Days of
Activism Against Gender-
Based Violence
(November 25 –
December 10, 2024)

Mayor Kirk Cameron proclaimed December 1, 2024, as World AIDS Day to raise awareness and information about AIDS and HIV, to honour those affected and promote an end to HIV and AIDS as a public health issue.

Proclamation – World AIDS
Day
(December 1, 2024)

MINUTES

2024-21-02

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

Carried Unanimously

COMMITTEE REPORTS

Corporate Services Committee

2024-21-03

It was duly moved and seconded
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, be brought forward for consideration under the bylaw process.

Capital Budget Variance
Reporting Third Quarter

Carried Unanimously

Financial Services reviewed operating expenditure projections submitted by department managers and provided a forecast to the Committee of operating results to the end of the 2024 fiscal year. Administration responded to questions on surplus funds and transfers as they relate to the budget.

Operating Budget Variance
Reporting Third Quarter – For
Information Only

City Planning Committee

2024-21-04

It was duly moved and seconded
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.

Zoning Amendment – Copper
Ridge Development Land
Use Master Plan

Carried Unanimously

2024-21-05

It was duly moved and seconded
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.

Public Hearing Report –
Whistle Bend Electrical
Substation

Carried Unanimously

2024-21-06

It was duly moved and seconded
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;

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.

Subdivision Approval –
Whistle Bend Phase 10/11

Carried Unanimously

2024-21-07

It was duly moved and seconded
THAT Council direct that Bylaw 2024-54, a bylaw 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.

Bylaw for Lease of Pioneer
Hotel 1 (Jenni House) –
Shipyards Park

Carried Unanimously

2024-21-08

It was duly moved and seconded
THAT Council direct that Bylaw 2024-55, a bylaw 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.

Bylaw for Lease of Pioneer
Hotel 2 (Hatch House) –
Shipyards Park

Carried Unanimously

2024-21-09

It was duly moved and seconded
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.

Bylaw for Amendment to
Lease Agreement for the 100-
foot Crown Reserve in
Shipyards Park

Carried Unanimously

The delegate discussed the Film Society's use of the Pioneer Hotel space as an artist venue. Council asked about lease changes and year-round feasibility given water and sewer limitations.

Delegate Andrew Connors,
Yukon Film Society – Film
Society Operations

Development Services Committee

There was no report from the Development Services Committee.

No report

City Operations Committee

Council asked about the advanced left turn signal at Ogilvie Street, questioning why it applies only to northbound traffic. Administration replied that a study identified the greatest impact in that direction and confirmed they will monitor for future impacts.

New Business – Advance Left
on Ogilvie Street

Community Services Committee

The delegate discussed conflicts between snowmobilers and active transportation users, advocating for changes to the snowmobile bylaw to align with the ATV bylaw and restrict snowmobilers to motorized multi use trails.

Delegate Keith Lay, Active
Trails Whitehorse Association
– Active
Transportation/Paced Trails

As a result of the delegate presentation, Council inquired about motorized vehicles on non-motorized trails and the use of gas tax funding for motorized vehicle trails. Administration confirmed no issues with the funding have been raised but acknowledged public confusion and potential safety conflicts. Council discussed whether this should be a priority, with Administration noting the complexity of the issue, including snowmobile traffic and neighbourhood plans.

New Business- Motorized
Vehicles on Non-Motorized
Trails

Mayor Kirk Cameron proclaimed November 20, 2024, as Transgender Day of Remembrance in Whitehorse to honour the memory of the transgender, two-spirit, and non-binary people whose lives were lost to transphobic violence.

Proclamation – Transgender
Day of Remembrance
(November 20, 2024)

Public Health and Safety Committee

2024-21-10

It was duly moved and seconded
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 26 and December 10, 2024, be approved for the Food Bank, Kaushee's Place, and Skookum Jim Friendship Centre as part of the 'Food for Fines' program.

Food for Fines Program

Carried Unanimously

The delegates highlighted the city-wide risk of ember showers and actions that could be taken by homeowners to reduce vulnerability. They also expressed interest in continuing to work with the City on this issue and answered technical questions from Council around the activities of their society.

Delegates Stuart Clark and
Sue Johnson – Wildfire
Awareness Society

BYLAWS

2024-21-11

It was duly moved and seconded
THAT Bylaw 2024-52, Zoning Amendment – Copper Ridge
Master Plan Area, be given 1st Reading.

Carried Unanimously

BYLAW 2024-52

Zoning Amendment –
Copper Ridge Master Plan
Area
1st Reading

2024-22-12

It was duly moved and seconded
THAT Bylaw 2024-54, Lease Agreement – Pioneer Hotel 1,
Yukon Film Society, be given 1st Reading.

Carried Unanimously

BYLAW 2024-54

Lease Agreement –
Pioneer Hotel 1, Yukon
Film Society
1st Reading

2024-22-13

It was duly moved and seconded
THAT Bylaw 2024-54, Lease Agreement – Pioneer Hotel 1,
Yukon Film Society, be given 2nd Reading.

Carried Unanimously

BYLAW 2024-54

Lease Agreement –
Pioneer Hotel 1, Yukon
Film Society
2nd Reading

2024-22-14

It was duly moved and seconded
THAT Bylaw 2024-55, Lease Agreement – Pioneer Hotel 2,
Yukon Literacy Coalition, be given 1st Reading.

Carried Unanimously

BYLAW 2024-55

Lease Agreement –
Pioneer Hotel 2, Yukon
Literacy Coalition
1st Reading

2024-22-15

It was duly moved and seconded
THAT Bylaw 2024-55, Lease Agreement – Pioneer Hotel 2,
Yukon Literacy Coalition, be given 2nd Reading.

Carried Unanimously

BYLAW 2024-55

Lease Agreement –
Pioneer Hotel 2, Yukon
Literacy Coalition
2nd Reading

2024-22-16

It was duly moved and seconded
THAT Bylaw 2024-56, Lease Agreement – 100ft Crown
Reserve, be given 1st Reading.

Carried Unanimously

BYLAW 2024-56

Lease Agreement
Amendment– 100ft Crown
Reserve
1st Reading

2024-22-17

It was duly moved and seconded
THAT Bylaw 2024-56, Lease Agreement – 100ft Crown
Reserve, be given 2nd Reading.

Carried Unanimously

BYLAW 2024-56

Lease Agreement
Amendment– 100ft Crown
Reserve
2nd Reading

2024-22-18

It was duly moved and seconded
THAT Bylaw 2024-58, Amendment – 2024-2027 Capital
Expenditure Program, be given 1st Reading.

Carried Unanimously

BYLAW 2024-58

Budget Amendment – 3rd
Quarter Variance
Reporting
1st Reading

2024-22-19

It was duly moved and seconded
THAT Bylaw 2024-58, Amendment – 2024-2027 Capital
Expenditure Program, be given 2nd Reading.

Carried Unanimously

BYLAW 2024-58

Budget Amendment – 3rd
Quarter Variance
Reporting
2nd Reading

2024-22-20

It was duly moved and seconded
THAT Bylaw 2024-47, Zoning Amendment – Whistle Bend
Electrical Substation, be given 2nd Reading.

Carried Unanimously

BYLAW 2024-47

Zoning Amendment –
Whistle Bend Electrical
Substation
2nd Reading

2024-22-21

It was duly moved and seconded
THAT Bylaw 2024-47, Zoning Amendment – Whistle Bend
Electrical Substation, be given 3rd Reading.

Carried Unanimously

BYLAW 2024-47

Zoning Amendment –
Whistle Bend Electrical
Substation
3rd Reading

There being no further business, the meeting adjourned at 6:15 p.m. **ADJOURNMENT**

Kirk Cameron, Mayor

Corporate Services

MEMORANDUM

FILE #: Z-11-2024

TO: Mayor and Council
FROM: Administration
DATE: December 3, 2024
SUBJECT: Public Hearing – Zoning Bylaw Amendment for Selkirk Water Treatment Plant Upgrades

Please be advised there will be a Public Hearing at the Regular Council Meeting of December 9, 2024, to hear from interested parties related to the following Zoning Bylaw amendment:

Bylaw 2024-48, a bylaw to amend the zoning at 18 Selkirk Street, from PS – Public Service to PSx – Public Service (modified), to allow for the development of the Selkirk Water Treatment Plant upgrades.

The City's Water and Waste Services Department submitted an application to rezone three parcels, municipally known as 18 Selkirk Street, from PS – Public Service to PSx – Public Service (modified), to allow for the development of the Selkirk Water Treatment Plant upgrades.

Bylaw 2024-48 received First Reading on November 12, 2024. The Public Hearing is scheduled for December 9, 2024. Notices were published in the Yukon News on November 22, 2024 and November 29, 2024. Two notice signs were placed on the subject site. The Government of Yukon Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Riverdale Community Association were notified by email.

Due to disruptions to Canada Post delivery services, notification letters were delivered by hand to owners of properties within 100 m of the subject site.



Mathieu Marois
A / Manager, Planning and Sustainability Services

cc: Director of Development Services

MEMORANDUM

FILE #: Z-13-2024

TO: Mayor and Council
FROM: Administration
DATE: December 3, 2024
SUBJECT: Public Hearing – Zoning Bylaw Amendment for Northeast Casca
Boulevard Amendments

Please be advised there will be a Public Hearing at the Regular Council Meeting of December 9, 2024, to hear from interested parties related to the following Zoning Bylaw amendment:

Bylaw 2024-49, a bylaw to amend the zoning of 401 Casca Boulevard and 4.61 ha of vacant Commissioner's land, located northeast of Casca Boulevard, from PG – Greenbelt to PU – Public Utilities and FP – Future Planning respectively.

The City received an application to amend the zoning of 401 Casca Boulevard and 4.64 ha of vacant Commissioner's land, located northeast of Casca Boulevard, to align with the current use and to allow for integrated planning of this land and the adjacent lot 1139.

Bylaw 2024-49 received First Reading on November 12, 2024. The Public Hearing is scheduled for December 9, 2024. Notices were published in the Yukon News on November 22, 2024 and November 29, 2024. Two notice signs were placed on the subject site. The Government of Yukon Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Whistle Bend Community Association were notified by email.

Due to disruptions to Canada Post delivery services, notification letters were delivered by hand to owners of properties within 100 m of the subject site.



Mathieu Marois
A / Manager, Planning and Sustainability Services

cc: Director of Development Services

CITY OF WHITEHORSE
CITY BUDGET COMMITTEE
Council Chambers, City Hall



December 9, 2024

Chair: Mayor Kirk Cameron

1. 2025 to 2028 Capital Budget Speech

Presented by Mayor Kirk Cameron

Mayor Cameron will present the Budget Speech for the 2025 to 2028 Capital Budget at the Regular Council meeting on December 9, 2024.

The Capital Budget Bylaw 2024-50 and the associated appendices will be made available at the meeting.



Minutes of the Meeting of the Corporate Services Committee

Date	December 2, 2024	2024-22
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd - Chair Mayor Kirk Cameron Councillor Paolo Gallina Councillor Jenny Hamilton Councillor Anne Middler Councillor Lenore Morris Councillor Eileen Melnychuk	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Landon Kulych, A/Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure Craig Van Lankveld, Manager, Water and Waste Services	

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

1. **2025 Council Meeting Schedule**

Administration presented the proposed 2025 Council Meeting Schedule.

The Recommendation of the Corporate Services Committee is

THAT Council approve the 2025 Council Meeting Schedule as presented.

2. **Commencement Report – Water Monitoring Program**

The commencement report for the 2025-2027 Water Monitoring Program procurement process was presented. Administration addressed questions on the Water Monitoring Program including sampling complexities, the use of accredited labs, and site-specific monitoring efforts.



Minutes of the Meeting of the City Planning Committee

Date	December 2, 2024	2024-22
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Lenore Morris - Chair Councillor Dan Boyd Mayor Kirk Cameron Councillor Paolo Gallina Councillor Jenny Hamilton Councillor Anne Middler Councillor Eileen Melnychuk	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Landon Kulych, A/Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure Peter Duke, Manager, Land and Building Services Aaron Koontz, Planner, Planning and Sustainability Services Mathieu Marois, A/Manager, Planning and Sustainability Services	

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

1. Lease Agreement – Valleyview Community Association

The proposed lease of a closed road right-of-way to the Valleyview Community Association (VCA) for their community garden and greenhouse was presented. Administration addressed questions on the overholding period, the unique parcel, and the lease rate.

The Recommendation of the City Planning Committee is

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

2. Zoning Amendment – 1702 Centennial Street

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 was presented. Administration responded to Council questions regarding clarifying the nature of the application, housing targets, and the vacancy status of the lot.

The Recommendation of the City Planning Committee is

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.

3. Public Hearing Report – Zoning Amendment – Hyatt Place Hotel

The 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 was presented. Administration answered Council questions covering timelines, the focus of a potential second public hearing, updates on the zoning bylaw rewrite, and procedural considerations for next steps.

The Recommendation of the City Planning Committee is

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.

4. Delegates Duncan Martin and Laird Herbert, Northern Community Land Trust Society – Northern Community Land Trust Housing Project

The delegates outlined their organization's work, focusing on the need for City support to address challenges with zoning policies, financial impacts, and funding constraints. They highlighted the importance of accessible incentives for non-profits and their efforts to adapt while meeting community needs.



Minutes of the Meeting of the Development Services Committee

Date	December 2, 2024	2024-22
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Paolo Gallina - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Eileen Melnychuk Councillor Anne Middler Councillor Lenore Morris Councillor Jenny Hamilton	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Landon Kulych, A/Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure Stéphanie Chevalier, Economic Development Coordinator, Development Services	

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

1. 2024 Town Square Final Report – For Information Only

The 2024 Town Square Final Report was presented. Administration responded to Council questions on the Town Square project, addressing feedback on the location, economic impacts, and concerns from businesses. Questions were answered on alternative locations, operational timelines, impacts on nearby businesses, and potential safety concerns related to the trolley and roundhouse. Administration noted the 2025 decision would proceed through the budget process.



Minutes of the Meeting of the City Operations Committee

Date	December 2, 2024	2024-22
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Eileen Melnychuk - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina Councillor Jenny Hamilton Councillor Anne Middler Councilor Lenore Morris	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Landon Kulych, A/Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure	

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



Minutes of the Meeting of the Community Services Committee

Date	December 2, 2024	2024-22
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jenny Hamilton– Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina Councillor Anne Middler Councillor Lenore Morris Councilor Eileen Melnychuk	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Landon Kulych, A/Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure	

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

1. New Business – Motorized Vehicles on Non-Motorized Trails

As a result of the delegate presentation, a Committee member inquired about the trail plan and related bylaw and policy reviews. Administration noted some policies have been identified for a potential review, dependent on Council's priorities.

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

The delegate requested that City Council consider amending the Snowmobile Bylaw to align with the 2020 Trail Plan, emphasizing the importance of maintaining non-motorized trails.

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

Mayor Kirk Cameron proclaimed December 3, 2024, as Day of Persons with a Disability in Whitehorse to promote understanding and respect for those living with disabilities.

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

Mayor Kirk Cameron proclaimed December 6, 2024, as National Day of Remembrance and Action on Violence Against Women in Whitehorse, honouring the victims of the 1989 École Polytechnique attack and emphasizing the importance of education and community action to eliminate violence against women.



Minutes of the Meeting of the Public Health and Safety Committee

Date	December 2, 2024	2024-22
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Anne Middler - Chair Mayor Kirk Cameron Councillor Dan Boyd Councillor Paolo Gallina Councillor Jenny Hamilton Councillor Lenore Morris Councillor Eileen Melnychuk	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Landon Kulych, A/Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure	

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

1. New Business – Household Assessment Program and Wildfire Resilience

As a result of the delegates presentation, Council inquired about the household assessment program. Administration confirmed it will be part of the upcoming operating budget discussions, clarified there are no costs or enforcement measures currently, and noted ongoing efforts to refine public education.

2. Delegates Stuart Clark and Florian Boulais – Wildfire Awareness Society

The delegates spoke to Council on the importance of making wildfire prevention funding permanent, emphasizing the success of the household assessment program as a critical FireSmarting tool. They highlighted the need for ongoing initiatives, including a proposed spring program to reduce house flammability, to enhance community wildfire resilience.

There being no further business the meeting adjourned at 7:27 P.M.

Mayor

Corporate Services

CITY OF WHITEHORSE
BYLAW 2024-50

-PLACEHOLDER-

The 2025 – 2028 Capital Budget Bylaw 2024-50 and Appendices
will be distributed at the Regular Council Meeting on
December 9, 2024

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:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

Mayor

Corporate Services

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

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

5.2 Indemnity by Landlord

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

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

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

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

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

7. Hazardous Substances

7.1 Definitions

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

7.2 Compliance with Laws

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

7.4 Ownership of Hazardous Substances

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

8. Termination

8.1 Termination

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

9. General Provisions

9.1 Subordination

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

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

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

9.5 Notices

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

If to the Landlord:

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

If to the Tenant:

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

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

9.6 *Solicitor and Client Costs*

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

9.7 *Joint and Several Covenants*

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

9.8 *Binding Agreement*

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

9.9 *Interpretation of Words*

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

9.10 *Time of Essence*

Time shall in all respects be of the essence hereof.

9.11 *Changes to Agreement*

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

9.12 *Acceptance by Tenant*

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

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

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

1.1Land Titles Act, 2015 – YUKON LAND REGISTRATION DISTRICT

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

TO THE REGISTRAR:

NAME: **Gina Cosco, President and Erik Blake, Secretary Treasurer**
(print full name of officer or director)

I SWEAR / AFFIRM THAT:

1. We are the President and Secretary Treasurer of Valleyview Community Association (the “Society”)
2. The above named Society is in good standing and legally entitled to hold and dispose of property in Yukon.
3. We have authority to execute the annexed instrument on behalf of the above named Society, without using a seal.
4. The Society exists as of the date hereof.
5. The above facts are true to the best of my knowledge, information and belief.

SWORN / AFFIRMED BEFORE ME)
at the City of Whitehorse in the Yukon Territory)
on the ____ day of _____,)
2024.)

_____)
(Signature of Notary Public))

_____)
(print full name))

A Notary Public in and for the Yukon Territory)
My commission expires: _____)

_____)

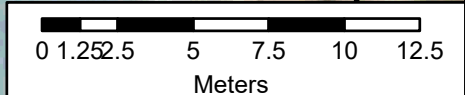
(Signature))
Gina Cosco, President)

_____)

(Signature))
Erik Blake, Secretary Treasurer)

)

*** All Notaries and Commissioners outside of Yukon must affix seal**



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

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:

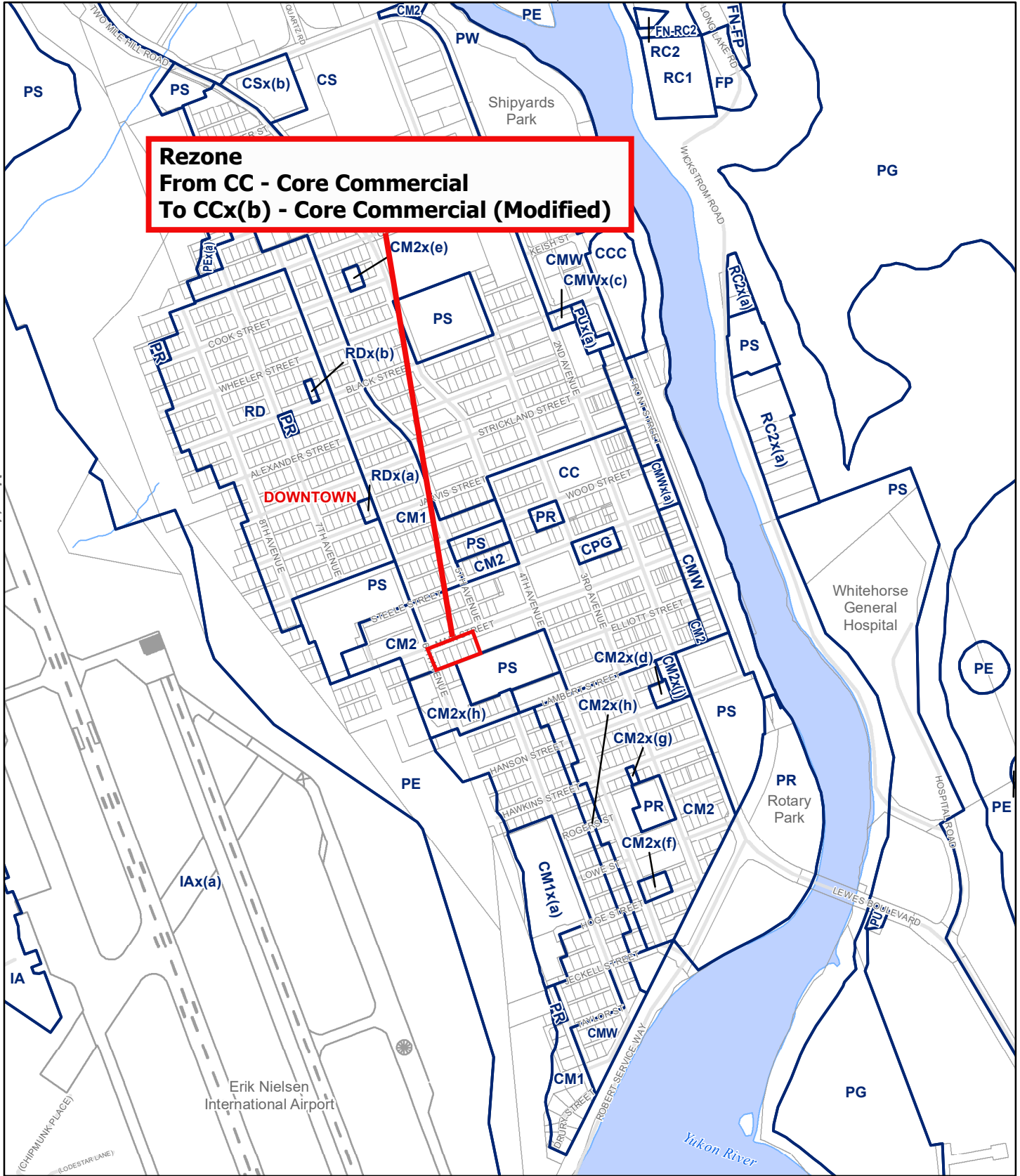
SECOND READING:

THIRD READING and ADOPTION:

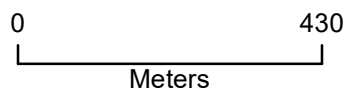
Mayor

Corporate Services

Map 11



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



Consolidation date:
April 22, 2024

Projection: NAD 1983 UTM Zone 8

CITY OF WHITEHORSE

BYLAW 2024-54

A bylaw to authorize a lease agreement with Yukon Film Society with respect to the heritage property Pioneer Hotel 1

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.

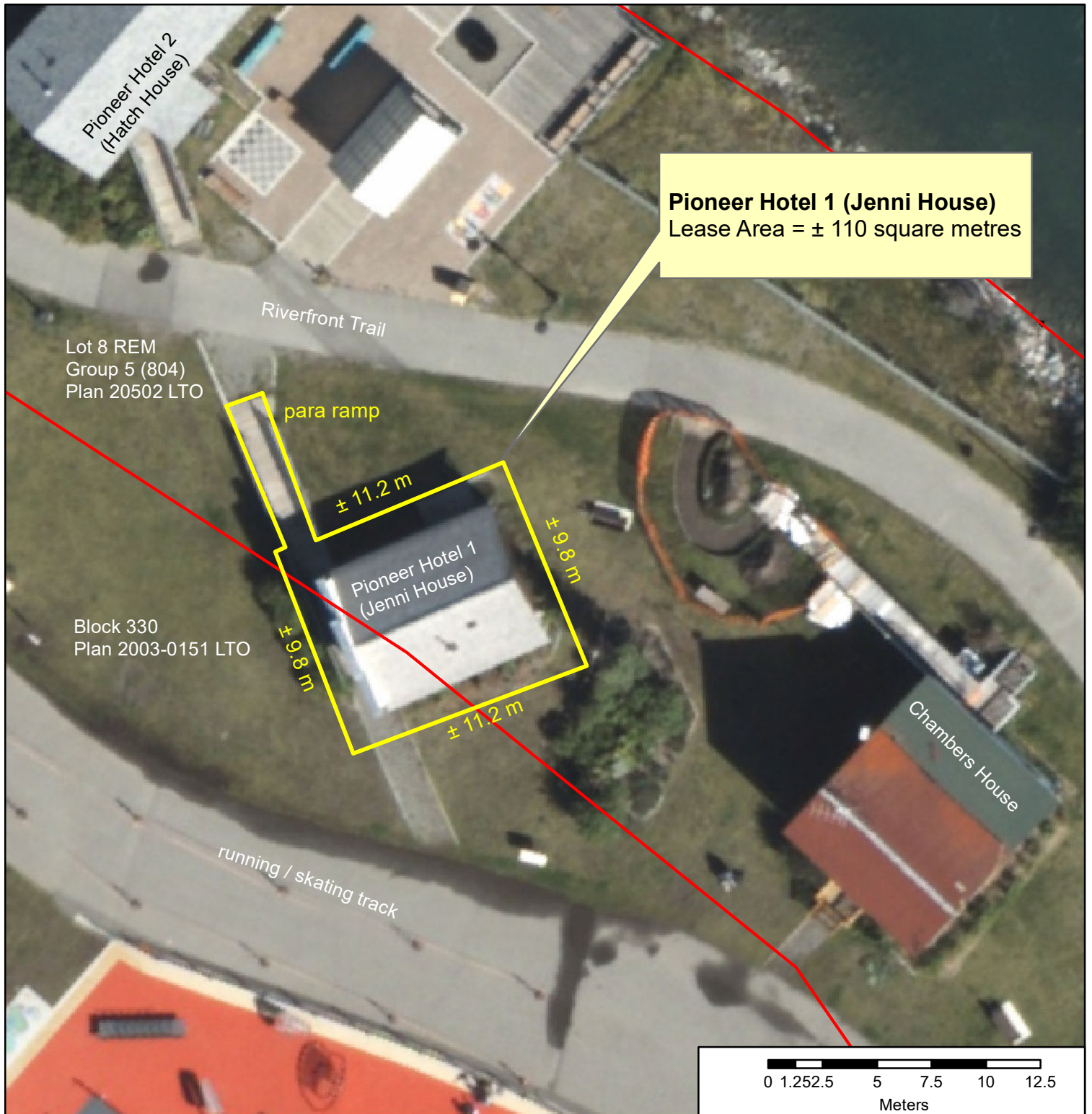
FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

Corporate Services




CITY OF WHITEHORSE
BYLAW 2024-54
APPENDIX 'A'



Pioneer Hotel 1 (Jenni House)
Lease Area = ± 110 square metres

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 1st 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



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

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.

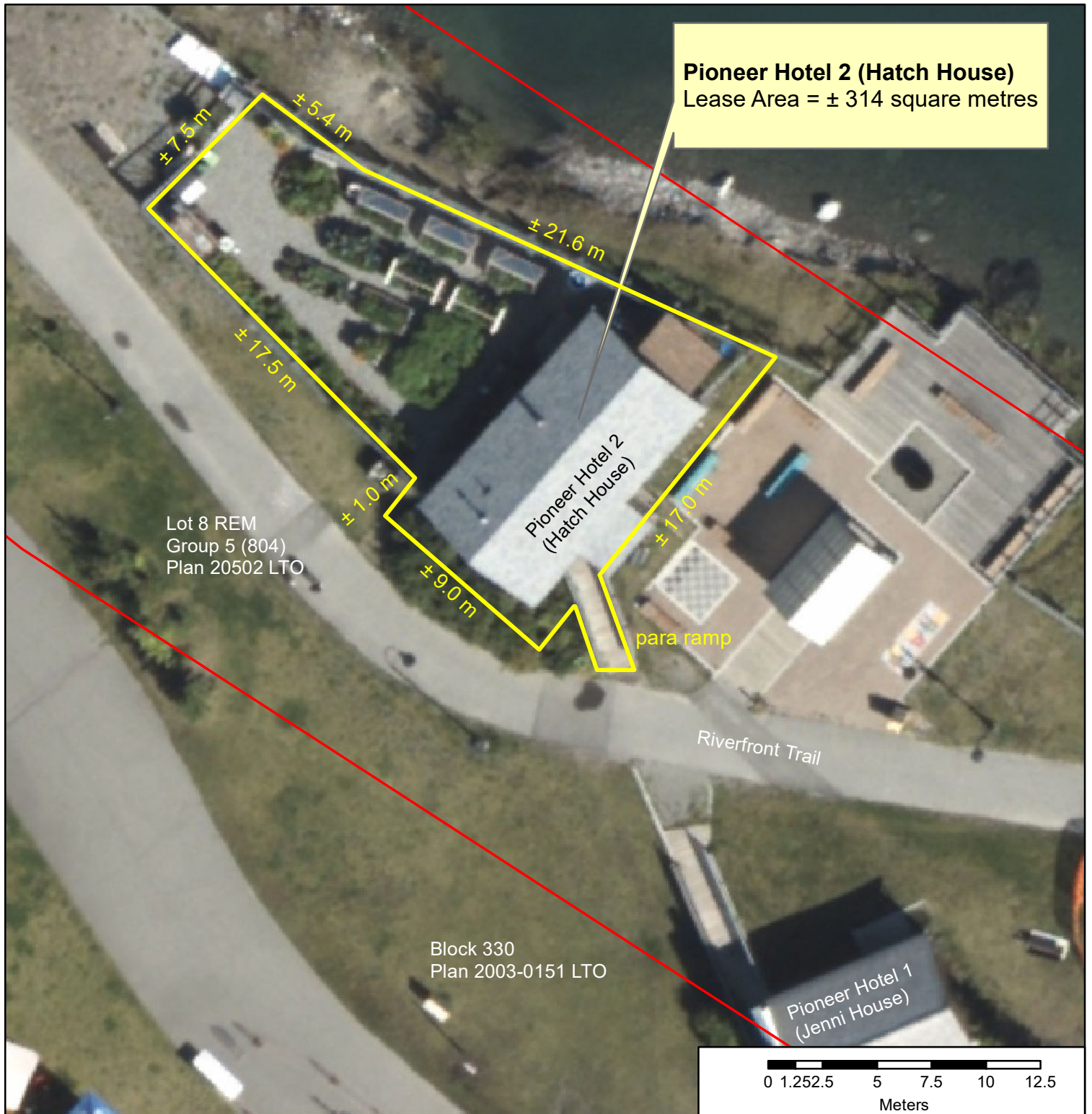
FIRST and SECOND READING:
THIRD READING and ADOPTION:

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 1st 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)

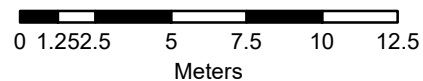
Patricia Brennan, Vice President

(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



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 2 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

<p>EMR Lands</p> <ul style="list-style-type: none"> Parcel of Interest Application Disposition Licence Notation <p>EMR Agriculture</p> <ul style="list-style-type: none"> AG Application AG Disposition 	<p>Legal Surveys</p> <ul style="list-style-type: none"> Easements Parcels <p>First Nations' Interests</p> <ul style="list-style-type: none"> Heritage Sites Heritage Routes Heritage Site Areas Settlement Land (surveyed) Settlement Land (unsurveyed) 	<p>Parks & Protected Areas</p> <ul style="list-style-type: none"> Protected Area Territorial Park National Park <p>Mining Interests</p> <ul style="list-style-type: none"> Mineral Claim Placer Claim Quartz Claim
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1:2,000



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

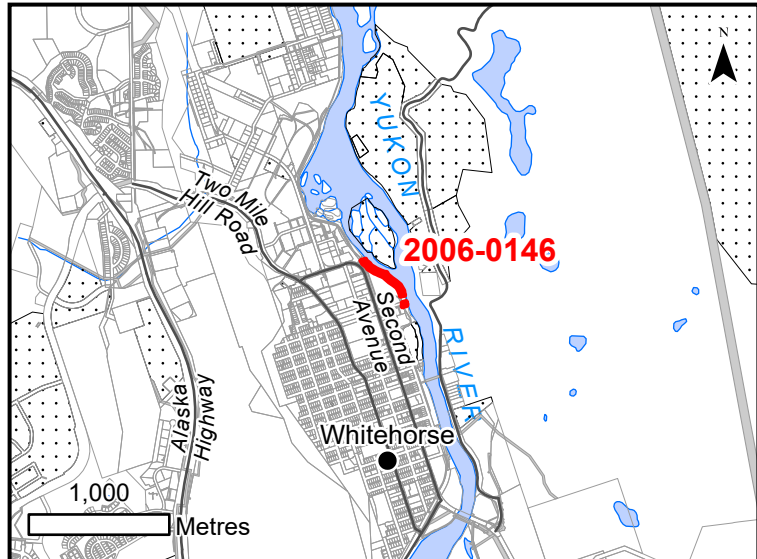
Mapsheet: 105D11
April 16, 2024

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

BYLAW 2024-58

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

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:

Mayor

Corporate Services