

CITY OF WHITEHORSE
REGULAR Council Meeting #2025-01

DATE: Monday, January 13, 2025
TIME: 5:30 p.m.

Mayor Kirk Cameron
Deputy Mayor Lenore Morris
Reserve Deputy Mayor Jenny Hamilton

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Regular Council meeting dated December 9, 2024 and Special Council meeting dated December 12, 2024

DELEGATIONS

PUBLIC INPUT SESSION 2025 – 2028 Capital Budget

PUBLIC HEARING Zoning Amendment – Copper Ridge Master Plan Area
Zoning Amendment – 1702 Centennial Street

STANDING COMMITTEE REPORTS

Corporate Services Committee – Councillors Boyd and Melnychuk

1. Upcoming Procurements (January/February) – For Information Only
2. Semi-Annual Procurement Report (July to December 2024) – For Information Only
3. 2024 Umbrella Grants Bylaw
4. Commencement Report – Waste Management Facility Gatekeeping Services
5. Commencement Report – Canada Games Centre Ventilation Upgrade
6. Mayor's Travel Expense Authorization

City Planning Committee – Councillors Morris and Middler

1. Public Hearing Report – Zoning Amendment – Northeast Casca Boulevard Amendments
2. Public Hearing Report – Zoning Amendment – Selkirk Water Treatment Plant Upgrades

Development Services Committee – Councillors Gallina and Hamilton

1. Housing and Land Development Advisory Committee Recommendations – Residential Development Zoning Amendments
2. Housing and Land Development Advisory Committee Recommendations – Land Availability and Development, and Incentives
3. Building and Plumbing Bylaw Amendments Phase 1

City Operations Committee – Councillors Melnychuk and Morris

Community Services Committee – Councillors Hamilton and Gallina

Public Health and Safety Committee – Councillors Middler and Boyd

CITY OF WHITEHORSE
REGULAR Council Meeting #2025-01

DATE: Monday, January 13, 2025
TIME: 5:30 p.m.

AGENDA (cont'd)

NEW AND UNFINISHED BUSINESS

BYLAWS

2025-04	Building and Plumbing Bylaw Amendments – Phase 1	1 st and 2 nd Reading
2025-05	2024 Umbrella Grants Bylaw	1 st and 2 nd Reading
2025-12	Fees and Charges Amendment – Building and Plumbing Bylaw	1 st and 2 nd Reading
2024-48	Zoning Amendment – Selkirk Water Treatment Plant	2 nd and 3 rd Reading
2024-49	Zoning Amendment – Northeast Casca Boulevard Amendments	2 nd and 3 rd Reading
2024-42	Lease Agreement – Valleyview Greenhouse	3 rd Reading

ADJOURNMENT

MINUTES of REGULAR Meeting #2024-22 of the Council of the City of Whitehorse called for 5:30pm on Monday, December 9, 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 Landon Kulych
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

*Indicates electronic participation.

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

CALL TO ORDER

AGENDA

2024-22-01

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

Carried Unanimously

PROCLAMATIONS

Mayor Kirk Cameron proclaimed December 10, 2024, to be Human Rights Day in the city of Whitehorse, a day to celebrate and uphold the ideals set out in Universal Declaration of Human Rights.

Human Rights Day
(December 10, 2024)

MINUTES

2024-22-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated November 25, 2024 be adopted as presented.

Carried Unanimously

PUBLIC HEARING

Mayor Cameron advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to the proposed Zoning Amendment for the Selkirk Water Treatment Plant Upgrades.

Zoning Amendment – Selkirk
Water Treatment Plant
Upgrades

Mayor Cameron called three times for submissions with respect to the proposed Zoning Amendment for the Selkirk Water Treatment Plant Upgrades.

Zoning Amendment – Selkirk
Water Treatment Plant
Upgrades

Peter Long raised concerns regarding the effects of the proposed plan for the Selkirk Water Treatment Plant Upgrades on Riverdale walking trails, and described the importance and benefits of these trails.

Peter Long

Hearing no additional submissions come forward, Mayor Cameron declared the Public Hearing closed.

Public Hearing Closed

Mayor Cameron advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to the proposed Northeast Casca Boulevard Zoning Amendments.

Zoning Amendment -
Northeast Casca Boulevard
Amendments

Mayor Cameron called three times for submissions with respect to the proposed Northeast Casca Boulevard Zoning Amendments.

Zoning Amendment -
Northeast Casca Boulevard
Amendments

Cam Heiland raised concerns over the proposed Zoning Amendment and potential developments to follow, and suggested that the 7.18 acres remain zoned as Greenspace. The speaker also responded to questions from Council members regarding the history of the area and nearby developments.

Cam Heiland

Hearing no additional submissions come forward, Mayor Cameron declared the Public Hearing for the proposed Northeast Casca Boulevard Zoning Amendments now closed.

Public Hearing Closed

COMMITTEE REPORTS

City Budget Committee

Mayor Cameron presented the 2025 to 2028 Capital Budget.

Mayor's Budget Address –
2025 to 2028 Capital Budget

Corporate Services Committee

2024-22-03

It was duly moved and seconded
THAT Council approve the 2025 Council Meeting Schedule as
presented.

2025 Council Meeting
Schedule

Carried Unanimously

2024-22-04

It was duly moved and seconded
THAT Council authorize Administration to commence the
procurement of the Water Monitoring Program 2025-2027
project.

Commencement Report –
Water Monitoring Program

Carried Unanimously

City Planning Committee

2024-22-05

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

Lease Agreement –
Valleyview Community
Association

Carried Unanimously

2024-22-06

It was duly moved and seconded
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.

Zoning Amendment – 1702
Centennial Street

Carried Unanimously

2024-22-07

After Administration informed Council that the Zoning
Amendment applicant had officially withdrawn their application,
and that defeating Bylaw 2024-46 at Second Reading was
necessary to conclude the process, it was duly moved and
seconded
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.

Public Hearing Report –
Zoning Amendment – Hyatt
Place Hotel

Carried Unanimously

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.

Delegates Duncan Martin and Laird Herbet, Northern Community Land Trust Society – Northern Community Land Trust Housing Project

Development Services Committee

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.

2024 Town Square Final Report – For Information Only

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

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.

New Business – Motorized Vehicles on Non-Motorized Trails

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.

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

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.

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

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

Public Health and Safety Committee

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.

New Business – Household
Assessment Program and
Wildfire Resilience

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 FireSmartering tool. They highlighted the need for ongoing initiatives, including a proposed spring program to reduce house flammability, to enhance community wildfire resilience.

Delegates Stuart Clark and
Florian Boulais – Wildfire
Awareness Society

BYLAWS

2024-22-08

It was duly moved and seconded
THAT Bylaw 2024-50, a bylaw to adopt the 2025-2028 Capital
Expenditure Program, be given First Reading.
Carried Unanimously

BYLAW 2024-50
2025-2028 Capital Budget
Bylaw
FIRST READING

2024-22-09

It was duly moved and seconded
THAT Bylaw 2024-57, a bylaw to amend the zoning of 1702
Centennial Street, be given First Reading.
Carried Unanimously

BYLAW 2024-57
Zoning Amendment –
1702 Centennial Street
FIRST READING

2024-22-10

It was duly moved and seconded
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 given First Reading.
Carried Unanimously

BYLAW 2024-42
Lease Agreement -
Valleyview
FIRST READING

2024-22-11

It was duly moved and seconded
THAT Bylaw 2024-42 be given Second Reading.
Carried Unanimously

BYLAW 2024-42
Lease Agreement -
Valleyview
SECOND READING

2024-22-12

It was duly moved and seconded
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 given Second Reading.
Defeated Unanimously

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

2024-22-13

It was duly moved and seconded
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) in
Shipyards Park, be given Third Reading.
Carried Unanimously

BYLAW 2024-54
Lease Agreement –
Pioneer Hotel 1, Yukon
Film Society
THIRD READING

2024-22-14

It was duly moved and seconded
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 given Third Reading.
Carried Unanimously

BYLAW 2024-55
Lease Agreement –
Pioneer Hotel 2, Yukon
Literacy
THIRD READING

2024-22-15

It was duly moved and seconded
THAT Bylaw 2024-56, a bylaw to amend the Lease Agreement
and Appendix A with Yukon Government, be given Third
Reading.
Carried Unanimously

BYLAW 2024-56
Lease Agreement
Amendment – 100ft Crown
THIRD READING

2024-22-16

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

BYLAW 2024-58
Budget Amendment – 3rd
Quarter Capital Variance
THIRD READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:37p.m. **ADJOURNMENT**

Kirk Cameron, Mayor

Corporate Services

Adopted by Resolution at Meeting #2025-01

MINUTES of SPECIAL Meeting #2024-23 of the Council of the City of Whitehorse called for 1:00pm on Thursday, December 12, 2024, in Council Chambers, City Hall.

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

ABSENT: Councillor Dan Boyd

ALSO PRESENT: City Manager Jeff O'Farrell
A/Director of Community Services Landon Kulych
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

*Indicates electronic participation.

Mayor Cameron called the meeting to order at 1:00pm

CALL TO ORDER

AGENDA

2024-23-01

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

Carried Unanimously

NEW AND UNFINISHED BUSINESS

2024-23-02

It was duly moved and seconded
THAT Council approve the use of alternative notification
methods during the current postal delivery disruption;
THAT these methods remain in effect for the duration of the
disruption, or until Council determines otherwise; and
THAT such alternative notification methods will not include
hand delivery of notices by City staff.

Alternative Zoning
Amendment Public
Notification Methods

Carried Unanimously

There being no further business, the meeting adjourned at 1:10p.m. **ADJOURNMENT**

Mayor

Corporate Services

Adopted by Resolution at Meeting #2025-01

MEMORANDUM

FILE #: Z-14-2024

TO: Mayor and Council
FROM: Administration
DATE: January 7, 2025
SUBJECT: Public Hearing – Zoning Bylaw Amendment for Copper Ridge Master Plan Area

Please be advised there will be a Public Hearing at the Regular Council Meeting of January 13, 2025, to hear from interested parties related to the following Zoning Bylaw amendment:

Bylaw 2024-52, a bylaw to amend the zoning of lots 519, 520, and a portion of lot 518, known as the Copper Ridge Development Area Master Plan site, from PS – Public Services, PS(x) – Public Services Modified, and PR – Parks and Recreation to FP – Future Planning.

The City received an application to amend the zoning of the Copper Ridge Development Area Land Use Master Plan site, to ensure certainty and flexibility for future rezoning.

Bylaw 2024-52 received First Reading on November 25, 2024. Notices were published in the Yukon News on December 20, 2024 and January 3, 2025. A notice sign was placed on the subject site and property owners within 100 m were notified by mail. The Government of Yukon Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Copper Ridge Community Association were notified by email.



Mathieu Marois
Senior Planner
Planning and Sustainability Services

cc: Director of Development Services
Manager of Planning and Sustainability Services

MEMORANDUM

FILE #: Z-15-2024

TO: Mayor and Council
FROM: Administration
DATE: January 7, 2025
SUBJECT: Public Hearing – Zoning Bylaw Amendment for 1702 Centennial Street

Please be advised there will be a Public Hearing at the Regular Council Meeting of January 13, 2025 to hear from interested parties related to the following Zoning Bylaw amendment:

Bylaw 2024-57, a bylaw to amend the zoning at 1702 Centennial Street from CH – Highway Commercial to CM2x(I) – Mixed Use Commercial 2 (modified) to allow for residential development.

The City received an application to rezone 1702 Centennial Street from CH – Highway Commercial to CM2x(I) – Mixed Use Commercial 2 (modified) to allow for residential development.

Bylaw 2024-57 received First Reading on December 9, 2024. Notices were published in the Yukon News on December 20 2024 and January 3, 2025. Two notice signs were placed on the subject site and property owners within 100 m were notified by mail. The Government of Yukon Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Porter Creek Community Association were notified by email.



Darcy McCord
Senior Planner
Planning and Sustainability Services

cc: Director of Development Services
Manager of Planning and Sustainability Services



Minutes of the meeting of the Corporate Services Committee

Date	January 6, 2025	2025-01
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair Mayor Kirk Cameron	
Committee Members Present	Councillor Paolo Gallina Councillor Jenny Hamilton Councillor Eileen Melnychuk Councillor Anne Middler Councillor Lenore Morris	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure Svetlana Erickson, Manager, Financial Services Ira Webb, Associate Manager, Water and Waste Services Peter O'Blenes, Manager, Property Management	

* Indicates electronic participation

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

1. Upcoming Procurements (January/February) – For Information Only

As outlined in the Procurement Policy, the Committee was presented with a bi-monthly update on forthcoming procurement project with an anticipated value greater than \$100,000 for the period of January and February 2025. Administration provided additional information on specific upcoming projects, including the Robert Service Way Gate System, the Asphalt Overlay Program, and the Housing Needs Assessment Strategy.

2. Semi-Annual Procurement Report (July to December 2024) – For Information Only

Administration presented the semi-annual detailed listing of projects from July to December 2024 as set out in the Procurement Policy. There were no instances of non-compliance noted. Additional information was provided by Administration on the process of how projects are categorized.

3. 2024 Umbrella Grants Bylaw

In compliance with the *Municipal Act*, a bylaw to authorize the grants awarded to a variety of groups and organizations throughout 2024 was presented. Additional information was provided on the process of awarding development incentive grants, and on specific grants.

The Recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2025-05, a bylaw to authorize the allocation of various grants for the year 2024 in the amount of \$1,586,633.98 be brought forward for consideration under the bylaw process.

4. Commencement Report – Waste Management Facility Gatekeeping Services

A commencement report was presented to authorize the procurement of gatekeeping services for the Waste Management Facility, including duties such as opening and closing of the facility, assessing waste loads, directing users to appropriate disposal areas, collecting tipping fees, and maintaining the weigh scales. The project will be funded through the Solid Waste Operating Budget for Contract Services. Additional information was provided on the facility, timelines, process, and how data from tipping fees will be tracked.

The Recommendation of the Corporate Services Committee is

THAT Administration be authorized to commence the procurement for Waste Management Facility Gatekeeping Services.

5. Commencement Report – Canada Games Centre Ventilation Upgrade

A commencement report was presented to authorize the procurement for ventilation upgrades at the Canada Games Centre to decrease operating costs, increase facility efficiency, and improve the indoor air quality and tempering of cold conditions. The project will be funded by the Investing in Canada Infrastructure Program – Covid Stream in the amount of \$4,530,000, with the remaining \$125,000 from City Reserves. Clarification was provided regarding service shutdowns, estimated operating cost decreases, and project timelines.

The Recommendation of the Corporate Services Committee is

THAT Administration be authorized to commence the procurement for the Canada Games Centre Ventilation Upgrade.

6. Mayor's Travel Expense Authorization

Administration presented a report seeking authorization for estimated costs under \$250 for Mayor Cameron's attendance at meetings with federal Ministers in Ottawa, scheduled from February 23 to 27, 2025.

The Recommendation of the Corporate Services Committee is

THAT travel expenses be approved for Mayor Cameron in Ottawa, from February 23 to 27, 2025, exclusively for travel related to meetings with federal Ministers regarding City priorities.

7. Delegate Mac Clohan, President, CUPW Local 852 – Mail Delivery During Canada Post Strike

Councillor Gallina declared a conflict of interest and left Chambers for the duration of the delegate presentation and discussion.

Delegate Mac Clohan, president of CUPW Local 852, expressed concerns about the City's handling of operations during the recent postal workers' strike. Council outlined corrective measures immediately taken to prevent similar issues in the future. The delegate commended the action taken by Council but confirmed that an investigation and further education for staff is still desired.



Minutes of the meeting of the City Planning Committee

Date	January 6, 2025	2025-01
Location	Council Chambers, City Hall	
	Councillor Lenore Morris - Chair	
	Mayor Kirk Cameron	
Committee Members Present	Councillor Dan Boyd	
	Councillor Paolo Gallina	
	Councillor Jenny Hamilton	
	Councillor Eileen Melnychuk	
	Councillor Anne Middler	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Brittany Dixon, A/Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	
	Mathieu Marois, A/Manager, Planning and Sustainability Services	

* Indicates electronic participation

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

1. **Public Hearing Report – Zoning Amendment – Northeast Casca Boulevard Amendments**

The Committee was presented with a summary of the Public Hearing held on December 9, 2024, regarding a proposed Zoning Amendment for Lot 377 and surrounding vacant Commissioner's land northeast of Casca Boulevard, to enable future integrated development. Six written submissions were received in opposition and three with concerns, and one member of the public spoke at the Public Hearing. The report responded to concerns raised on the loss of trails and greenspace, and the desire for clarity to be provided on the future planning of the area. Administration responded to questions from Committee members regarding the rationale of the proposed changes, process and procedure matters, the history of the area and Zoning, and how the future development may impact the community.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-49, a bylaw to amend the zoning of 401 Casca Boulevard and 4.61 ha of vacant Commissioner's land, from PG – Greenbelt to PU – Public Utilities and FP – Future Planning respectively, be brought forward at second and third reading under the bylaw process.

2. Public Hearing Report – Zoning Amendment – Selkirk Water Treatment Plant

The Committee was presented with a summary of the Public Hearing held on December 9, 2024, regarding a proposed Zoning Amendment for 18 Selkirk Street to allow for the development of the Selkirk Water Treatment Plant upgrades. No written submissions were received, and one person spoke at the Public Hearing. The report responded to concerns raised by the public on housing and impacts to trails in the area.

Administration provided clarification about the potential effect on unofficial trails, the difference between Public Service and Public Utility Zoning designations, and options for further development of the remainder of the lot, including the possibility of housing.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-48, a bylaw to amend the zoning of 18 Selkirk Street, from PS – Public Service to PSx – Public Service (modified), be brought forward at second and third reading under the bylaw process.

3. New Business – Lighting Requirements

A Committee member inquired about lighting requirements for developments and how noncompliance is handled. Administration explained that for new developments, development officers ensure proposed lighting meets bylaw regulations before approval, and in cases of public complaints, the owner is contacted to address the issue before further enforcement is applied.



Minutes of the meeting of the Development Services Committee

Date	January 6, 2025	2025-01
Location	Council Chambers, City Hall	
	Councillor Paolo Gallina - Chair Mayor Kirk Cameron	
Committee Members Present	Councillor Dan Boyd Councillor Jenny Hamilton Councillor Eileen Melnychuk Councillor Anne Middler Councillor Lenore Morris	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure Peter Duke, Manager, Land and Building Services Darcy McCord, Senior Planner, Planning and Sustainability	

* Indicates electronic participation

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

1. **Housing and Land Development Advisory Committee Recommendations – Residential Development Zoning Amendments**

Joined by Bryony McIntyre, chair, and John Vogt, member, of the Housing and Land Development Advisory Committee (HLDAC), Administration presented recommendations from HLDAC for amendments to the Zoning Bylaw to allow for a wider range of opportunities for residential development. Clarification was provided on the decision to recommended 12.5m for maximum building height, on the timeline of the Zoning Bylaw Rewrite project, and potential delays on current or upcoming projects. Parking considerations, requirements, and current issues in the Whistlebend area were also discussed.

The Recommendation of the Development Services Committee is

THAT Council refer the HLDAC recommendations to the Zoning Bylaw Rewrite project.

2. Housing and Land Development Advisory Committee Recommendations – Land Availability and Development, and Incentives

Recommendations from the Housing and Land Development Advisory Committee regarding land availability, land development, and private developer incentives were presented jointly by Administration and Bryony McIntyre, chair, and John Vogt, member, of the Advisory Committee. It was confirmed that all items within the recommendation tables are a priority, and that the order of approach would depend on the results of the new Council Strategic Priorities.

The Recommendation of the Development Services Committee is

THAT Council direct Administration to examine integrating the HLDAC recommendations into ongoing planning initiatives for future consideration.

3. Building and Plumbing Bylaw Amendments Phase 1

Administration presented proposed amendments to the Building and Plumbing Bylaw on inspection types and timelines, permit expirations, discount permit rates, and several administrative edits. Additional information was provided on department capacity and timelines in all areas of the process. Several Committee members shared concerns about requiring additional inspections when some cases may not require it and expressed interest in clarifying the language in several parts of the bylaw to still allow for flexibility but avoid the potential of differing interpretations.

The Recommendation of the Development Services Committee is

THAT Council direct that Bylaw 2025-04, a bylaw to amend the Building and Plumbing Bylaw to adjust inspection types and extend permit timelines, be brought forward for consideration under the bylaw process;

THAT Council direct that Bylaw 2025-12, a bylaw to amend the Fees and Charges Bylaw, be brought forward for consideration under the bylaw process;

THAT Council endorse the building permit service level targets; and

THAT Council direct Administration to defer collection of development permit securities until issuance of a building permit.



Minutes of the meeting of the City Operations Committee

Date	January 6, 2025	2025-01
Location	Council Chambers, City Hall	
	Councillor Eileen Melnychuk - Chair	
	Mayor Kirk Cameron	
Committee Members Present	Councillor Dan Boyd	
	Councillor Paolo Gallina	
	Councillor Jenny Hamilton	
	Councillor Anne Middler	
	Councillor Lenore Morris	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Brittany Dixon, A/Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. New Business – Snow Ploughing Trails

As requested, Administration provided information on steps needed for the City to regularly plough the Hamilton Boulevard and Elijah Smith trails, and explained that the Hillcrest-Grainger trail is ploughed to give a direct connection to the Airport perimeter trail that leads directly Downtown. Concerns were raised that ploughing trails used by snowmobilers may impact their ability to use them due to a lack of snow for the machines.



Minutes of the meeting of the Community Services Committee

Date	January 6, 2025	2025-01
Location	Council Chambers, City Hall	
	Councillor Jenny Hamilton– Chair	
	Mayor Kirk Cameron	
Committee Members Present	Councillor Dan Boyd	
	Councillor Paolo Gallina	
	Councillor Eileen Melnychuk	
	Councillor Anne Middler	
	Councillor Lenore Morris	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Brittany Dixon, A/Director of Corporate Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. Delegate Aurora Johnsgaard – Snow Removal on Elijah Smith and Hamilton Boulevard Trails

Delegate Aurora Johnsgaard spoke to Council on the importance of the Elijah Smith trail to Hillcrest residents and others, especially children and the elderly, requesting that the City include the trail and the Hamilton Boulevard trail in the trails that are ploughed. As requested by Committee members, the delegate also provided additional information on location, how it is used currently, and suggested safety and function improvements.

2. Delegate Hilary Smith, Hillcrest Community Association – Snow Removal on Elijah Smith and Hamilton Boulevard Trails

Delegate Hilary Smith, representing the Hillcrest Community Association, requested that the Hillcrest to Elijah Smith School and Hamilton Boulevard trails be included in the City's winter maintenance schedule, emphasizing the trails' vital role in encouraging safe and sustainable transport to school, work, and recreation destinations like the Canada Games Centre. The delegate responded to questions from Committee members regarding the type and scope of maintenance desired and activity on the trails.

3. Delegate Rick Griffiths – Hosting a World Water Day Event

Delegate Rick Griffiths addressed Council on the importance of water, requesting that March 22, 2025, be proclaimed as World Water Day, and that the City host an open-house event with panels of experts focused on providing public education about the essential role of water, the dangers of climate change and how to work towards conservation, and the effort involved in managing the City's water system. The delegate provided additional information on the logistics of hosting the event, including interest from volunteers.

4. Delegate Ghislain Laplante – Snow Removal on Elijah Smith and Hamilton Boulevard Trails

Delegate Ghislain Laplante presented to Council on the importance of the Hillcrest to Granger trail as a connector for cyclists and pedestrians, describing the increase in usage of trails when ploughed, leading to community benefits such as safety, accessibility, and encouraging active transportation.

5. Delegate Forest Pearson – Winter Maintenance for Active and Inclusive Mobility

Delegate Forest Pearson presented to Council, requesting that the City provide year-round maintenance of multi-use trails, explaining the view that maintaining the multi-use trails during the winter will ensure fairness and safety for all types of commuters and travellers, and will not result in high additional costs.

6. Delegate Keith Lay, Active Trails Whitehorse Association – Restricting Snowmobiles to Motorized Multiple-Use Trails

Delegate Keith Lay, representing Active Trails Whitehorse Association, advocated for an amendment to the Snowmobile Bylaw to prohibit snowmobiles from non-motorized multiple-use trails. The delegate emphasized the amendment would reduce confusion, enhance safety, and improve the trail network.



**Minutes of the meeting of the
Public Health and Safety Committee**

Date	January 6, 2025	2025-01
Location	Council Chambers, City Hall	
	Councillor Anne Middler - Chair Mayor Kirk Cameron	
Committee Members Present	Councillor Dan Boyd Councillor Paolo Gallina Councillor Jenny Hamilton Councillor Eileen Melnychuk Councillor Lenore Morris	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Brittany Dixon, A/Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Travis Whiting, A/Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, there is no report from the Public Health and Safety Committee.

There being no further business the meeting adjourned at 10:58 P.M.

Kirk Cameron, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2025-04

A bylaw to amend Building and Plumbing Bylaw 99-50

1. WHEREAS section 265 of the *Municipal Act* (1998) provides that Council may, subject to the *Building Standards Act*, pass bylaws for municipal purposes respecting building standards or codes, and regulation of the construction, demolition, removal, or alteration of any building or other structure, and
2. WHEREAS section 265 of the *Municipal Act* provides that Council may by bylaw provide for protection of persons and property including fire protection, and
3. WHEREAS section 266 of the *Municipal Act* provides that Council may by bylaw provide for a system of licences, inspections, permits, or approvals, including establishing fees for the activity authorised, and
4. WHEREAS sections 2.1 and 2.4 of the *Building Standards Act* adopt a building code for all of the Yukon Territory and provides that Council may by bylaw enforce the code with inspectors appointed by the municipality;
5. NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:
6. Section 5 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying the existing definition of “CONSTRUCTOR/CONTRACTOR” to read as follows:

“CONSTRUCTOR/CONTRACTOR” means a person who contracts with an owner or their authorised agent to undertake a project, and includes an owner who contracts with more than one person for the work on a project or undertakes the work on a project or any part thereof.”
7. Section 11 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 11 to read as follows:

“11. To obtain a permit the owner or their agent shall file an application in writing with the Authority Having Jurisdiction. Such application shall be on a prescribed form adopted for use by the Authority Having Jurisdiction.”
8. Section 12 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 12 to read as follows:

“12. Every complete application shall:

 - (1) identify and describe in detail the work and occupancy to be covered by the permit for which application is made;
 - (2) describe the land on which the work is to be done by a description that will readily identify and locate the building lot;

- (3) include plans and specifications containing such detail as is required by the Authority Having Jurisdiction, and show the occupancy of all parts of the building;
 - (4) state the valuation of the proposed work and be accompanied by the required fee, as per the Fees and Charges Bylaw; and
 - (5) state the names, addresses and telephone numbers of the owner, architect, engineer or other designer and constructor.”
9. Section 14 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 15 to read as follows:

“14. When an application for a permit has not been completed in conformance with this bylaw within twelve months after the date of filing, the application may be deemed to have been abandoned.
10. Section 15 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 15 to read as follows:

“15. A permit shall expire and the right of an owner under the permit shall be terminated if the work authorised by the permit is not commenced within twelve months from the date of issue of the permit and actively carried out thereafter, or if work is suspended for a period of 12 months.
11. Section 23 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing subsection 23 (1) to read as follows:

“(1) Permit fees may be refunded, as specified in the Fees and Charges Bylaw, only upon written request of the applicant, up to twelve months after the date of issue subject to the following condition:
12. Section 23 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing subsection 23 (6) to read as follows:

“23. (6) No permit for a temporary building shall be issued for a period exceeding nine (9) months, except as provided for in a temporary use development permit.”
13. Section 27 of Building and Plumbing Bylaw 99-50 is hereby amended to read as follows:

“27. A permit for a temporary building may be extended provided permission in writing is granted by the Authority Having Jurisdiction. Requests for extension must be submitted by the owner in writing prior to expiry.
14. Section 44 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 44 to read as follows:

“44. The following stages of work are required to be inspected and approved prior to continuing or covering:

 - (1) Siting and Foundation/Water and Sewer Service;
 - (2) Foundation and Damp-proofing/Plumbing rough-in Under Slab;

- (3) Framing;
- (4) Insulation and Vapour Barrier/Rough-in with Test On
- (5) Chimney, Heating, and Mechanical Systems/Water Turn On and Frost Protection; and
- (6) Occupancy and/or Final/Final Plumbing.”

15. Section 46 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 46 to read as follows:

“46. Every owner shall make or have made at their own expense the tests or inspections necessary to prove compliance with this bylaw and shall promptly file a copy of all such test or inspection reports with the Authority Having Jurisdiction.”

16. Section 48 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 48 to read as follows:

“48. When required by the Authority Having Jurisdiction, every owner shall uncover and replace at their own expense any work that has been covered contrary to an order or the provisions of this bylaw.”

17. Section 78 of Building and Plumbing Bylaw 99-50 is hereby amended by modifying existing section 78 to read as follows:

“78. Where any failure occurs which causes or has the potential to cause injury or loss of life, the Authority Having Jurisdiction may require the owner or their agent to submit a report stating:

- (1) the name and address of the owner of the building;
- (2) the address or location of the building involved in the failure;
- (3) the name and address of the constructor; and
- (4) the nature of the failure.

18. 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 2025-05

A bylaw to authorize the allocation of various grants for the year 2024

WHEREAS section 245 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw provide grants to any person, institution, association, group, government or body of any kind; and

WHEREAS in 1996 council adopted a process that approves a variety of grants by council resolution throughout the year and subsequently authorizes these grants by way of an umbrella bylaw at year end;

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

1. Community Clean-up Grants, Development Incentive Grants, Diversion Credit Grants, Environmental Fund Grants, Festival and Special Event Grants, Miscellaneous Donations and Grants, Recreation Grants, and Youth Recreation Programming Grants are hereby authorized as outlined in Appendix "A" attached hereto and forming part of this bylaw.
2. Council may by resolution withhold the payment of any grant authorized under section 1 of this bylaw if the recipient fails to adhere to any terms and conditions determined by council.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

**APPENDIX A
CITY OF WHITEHORSE
2024 UMBRELLA GRANTS BYLAW 2025-05**

COMMUNITY CLEAN-UP GRANTS

Per provisions of the Community Clean-up Grant Policy

DESCRIPTION	RESOLUTION #	IN KIND	CASH
Various Community Clean up Grants, not exceeding \$300 allocation amount	n/a	-	24,300.00
TOTAL COMMUNITY CLEAN UP GRANTS		\$ - \$	24,300.00

DEVELOPMENT INCENTIVE GRANTS

Per provisions of the Housing Development Incentive Policy

DESCRIPTION	RESOLUTION #	IN KIND	CASH
32125 Yukon Inc.	n/a	-	12,843.03
45358 Yukon Inc.	n/a	-	32,879.44
535756 Yukon Inc.	n/a	-	60,993.35
536754 Yukon Inc.	n/a	-	96,971.38
650139 NB Inc.	n/a	-	14,122.82
Albisser, David & Clohosey, Shannon	n/a	-	1,407.11
Blood Ties Four Directions Centre Society	n/a	-	1,147.45
Burke, Ryan	n/a	-	1,011.39
Buurman, Michael & Naoko	n/a	-	248.43
Champagne and Aishihik First Nations (CAFN)	n/a	-	27,072.81
Da Daghay Development Corporation	n/a	-	70,474.56
Albisser, David & Clohosey, Shannon	n/a	-	1,058.93
Gilday Holdings Limited	n/a	-	8,001.24
Grey Mountain Housing Society	n/a	-	1,186.87
Harms, Kathryn	n/a	-	6,578.45
Hartling & Hartling	n/a	-	13,854.79
Hatton, Barret & Janes, Joelle	n/a	-	882.41
Javed, Muhammad and Rashida	n/a	-	7,848.08
KBC Developments	n/a	-	60,000.00
Lowe, Myrna	n/a	-	1,088.44
Northern Community Land Trust Society	n/a	-	60,000.00
Northern Vision Development Ltd.	n/a	-	55,607.40
Peters, Graeme	n/a	-	728.27
Solberg, Jon and Eng Khoon Chua	n/a	-	4,284.98
Tien, Helena	n/a	-	1,088.44
Tolkamp, David	n/a	-	488.18
Van Gulick, Judith	n/a	-	985.95
Zhen, Yong Hua	n/a	-	2,318.56
TOTAL DEVELOPMENT INCENTIVE GRANTS		\$ - \$	545,172.76

DIVERSION CREDIT GRANTS

Per provisions of the Solid Waste Diversion Credit Policy

DESCRIPTION	RESOLUTION #	IN KIND	CASH
P&M Recycling (per estimate)	n/a	-	67,136.57
Raven Recycling (per estimate)	n/a	-	82,863.43
TOTAL DIVERSION CREDIT GRANTS		\$ - \$	150,000.00

**APPENDIX A
CITY OF WHITEHORSE
2024 UMBRELLA GRANTS BYLAW 2025-05**

ENVIRONMENTAL GRANTS

Per Council resolutions and provisions of the Environmental Grant Policy

DESCRIPTION	RESOLUTION #	IN KIND	CASH
Association Franco-Yukonnaise	2024-20-5	-	3,409.63
Raven Recycling Society	2024-20-5	-	16,119.25
Whitehorse Bike Kitchen Task Force	2024-20-5	-	2,662.14
Various Minor Grants (less or equal to \$1,000)	n/a	-	2,808.98
TOTAL ENVIRONMENTAL GRANTS		\$ -	\$ 25,000.00

FESTIVAL AND SPECIAL EVENTS GRANTS

Per Council resolutions

DESCRIPTION	RESOLUTION #	IN KIND	CASH
Association Franco-Yukonnaise	2024-20-4	-	5,285.20
BYTE-Bringing Youth Towards Equality	2024-20-4	-	2,510.00
Gwaandak Theatre Society	2024-20-4	-	5,285.20
Kwanlin Dun Cultural Society	2024-20-4	-	4,035.30
Nakai Theatre Ensemble	2024-20-4	5,670	3,785.20
Riverdale Baptist Church	2024-20-4	-	2,785.20
Royal Canadian Legion Branch 254	2024-20-4	1,290	2,785.20
Sport Yukon	2024-20-4	1,826	1,000.00
The Heart of Riverdale Community Centre	2024-20-4	-	5,285.20
Yukon Arts Centre	2024-20-4	440	2,785.20
Yukon Arts Centre Foundation	2024-20-4	-	4,035.20
Yukon Film Society	2024-20-4	3,465	5,285.20
Yukon Quest International Association (Canada)	2024-20-4	1,300	2,285.20
Yukon Sourdough Rendezvous Society	2024-20-4	18,675	2,852.70
TOTAL FESTIVAL AND SPECIAL EVENTS GRANTS		\$ 32,665.12	\$ 50,000.00

MISCELLANEOUS DONATIONS AND GRANTS

Per Council resolutions, provisions of the City Grant-Making Policy and City Operating Budget

DESCRIPTION	RESOLUTION #	IN KIND	CASH
Food For Fines Program	2024-21-10	2,085	9,915.00
Softball Yukon (per Memorandum of Understanding)	n/a	-	14,738.41
Yukon Anti-Poverty Coalition	n/a	-	10,000.00
TOTAL MISCELLANEOUS DONATIONS AND GRANTS		\$ 2,085.00	\$ 34,653.41

**APPENDIX A
CITY OF WHITEHORSE
2024 UMBRELLA GRANTS BYLAW 2025-05**

RECREATION GRANTS

Per Council resolutions				
DESCRIPTION	RESOLUTION #	IN KIND	CASH	
Alpine Ski Association of Yukon	2024-09-07	-	4,000.00	
Arctic Edge Skating Club	2024-20-3	-	4,000.00	
Biathlon Yukon	2024-09-07	-	4,000.00	
Big Brothers/Big Sisters of Yukon	2024-09-07	-	6,000.00	
Boreal Adventure Running Program Association	2024-09-07	-	2,000.00	
Cricket Yukon Association	2024-20-3	-	5,000.00	
Freedom Trails Therapeutic Riding Association	2024-09-07	-	3,500.00	
Friends of Mount Sima Society	2024-09-07	-	10,500.00	
Guild Society	2024-09-07	-	10,500.00	
Gwaandak Theatre Society	2024-09-07 / 2024-20-3	-	13,000.00	
Inclusion Yukon	2024-20-3	-	5,000.00	
Jazz Yukon	2024-09-07	-	2,750.00	
Larrikin Entertainment Ensemble	2024-20-3	-	5,000.00	
Midnight Sun Fencing Club	2024-09-07	-	7,000.00	
Mountain View Golf Club	2024-09-07	-	2,000.00	
Muaythai Yukon	2024-09-07 / 2024-20-3	-	10,000.00	
Music Yukon	2024-09-07	-	7,000.00	
Nakai Theatre Ensemble	2024-09-07	-	6,000.00	
Nlaye Ndasadaye Daycare Society	2024-20-3	-	3,000.00	
Paddler's Abreast	2024-20-3	-	4,000.00	
Queer Yukon Society	2024-09-07	-	7,000.00	
Rise And Shine Skateboarding Alliance	2024-09-07	-	4,335.00	
Scottish Country Dance Society of Whitehorse	2024-20-3	-	1,000.00	
Sigil Theatre Fellowship	2024-20-3	-	5,000.00	
Special Olympics Yukon	2024-09-07	-	3,000.00	
Sport Yukon	2024-09-07	-	2,500.00	
String Ensemble Society	2024-20-3	-	2,500.00	
Tennis Yukon Association	2024-20-3	-	4,000.00	
The Community Choir of Whitehorse Society	2024-20-3	-	10,000.00	
The Heart of Riverdale Community Centre Society	2024-09-07	-	10,000.00	
The Longest Night Society	2024-20-3	-	4,000.00	
Victoria Faulkner Women's Centre	2024-09-07	-	7,000.00	
Whitehorse Bike Kitchen Task Force	2024-09-07	-	5,500.00	
Whitehorse Concerts	2024-20-3	-	3,000.00	
Whitehorse Nordic Ski Society	2024-09-07 / 2024-20-3	-	7,500.00	
Whitehorse Curling Club	2024-09-07	-	3,500.00	
Whitehorse Disc Golf Association	2024-09-07	-	5,287.26	
Whitehorse Glacier Bears Swim Club	2024-09-07	-	10,500.00	
Whitehorse Women's Hockey Association	2024-20-3	-	4,000.00	
Yukon Art Society	2024-09-07 / 2024-20-3	-	12,000.00	
Yukon Arts Centre Corporation	2024-09-07	-	7,000.00	
Yukon Breeze Sailing Society	2024-09-07	-	1,000.00	
Yukon Church Heritage Society/Old Log Church	2024-09-07	-	4,000.00	
Yukon E-Sports Alliance	2024-09-07	-	9,000.00	

**APPENDIX A
CITY OF WHITEHORSE
2024 UMBRELLA GRANTS BYLAW 2025-05**

RECREATION GRANTS (CONTINUED)

DESCRIPTION	RESOLUTION #	IN KIND	CASH
Yukon Film Society	2024-20-3	-	5,000.00
Yukon Roller Derby	2024-09-07	-	2,000.00
Yukon Rugby Federation	2024-09-07 / 2024-20-3	-	11,440.11
Yukon Run For Life Foundation	2024-20-3	-	3,000.00
Yukon Summer Music Camp	2024-09-07	-	9,500.00
Yukon Theatre For Young People Society	2024-20-3	-	4,000.00
TOTAL RECREATION GRANTS		\$ -	\$ 281,812.37

YOUTH RECREATION PROGRAMMING GRANTS

Per provisions of the City Grant-Making Policy and City Operating Budget

DESCRIPTION	RESOLUTION #	IN KIND	CASH
Boys and Girls Club of Yukon	n/a	-	408,945.32
Kids Recreation Fund	n/a	-	12,000.00
Youth of Today Society	n/a	-	20,000.00
TOTAL YOUTH RECREATION PROGRAMMING GRANTS		\$ -	\$ 440,945.32

TOTAL 2024 UMBRELLA GRANTS **\$ 34,750.12** **\$ 1,551,883.86**

GRAND TOTAL 2024 UMBRELLA GRANTS (Including In Kind) **\$ 1,586,633.98**

CITY OF WHITEHORSE

BYLAW 2025-12

A bylaw to amend Fees and Charges Bylaw 2014-36

WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedule 1 and substituting therefore new Schedule 1, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect on and from final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Corporate Services

**Appendix A
City of Whitehorse
Fees and Charges Manual**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-24	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2025-12	EFFECTIVE DATE	FEE IF GST APPLICABLE
Land & Building Services	Building File Information			each	\$ 75.00	1-Jan-22	\$ 78.75	\$ 75.00	1-Jan-22	\$ 78.75
Land & Building Services	Building Permit	Base Rate of \$150.00 plus .71% of construction value		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Building Permit	Base Rate of \$150.00 plus .71% of construction value for single-detached, garden and living suites, duplex, triplex, fourplex, townhouse and courtyard housing	Applications deemed complete as per Bylaw 99-50 from March 1 to October 31	minimum				\$ 150.00	1-Jan-25	no gst
Land & Building Services	Building Permit	Base Rate of \$135.00 plus .64% of construction value for single-detached, garden and living suites, duplex, triplex, fourplex, townhouse and courtyard housing	Applications deemed complete as per Bylaw 99-50 from November 1 to February 28 (29)	minimum				\$ 135.00	1-Jan-25	no gst
Land & Building Services	Building Permit	Designated municipal historic resource		each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Land & Building Services	Building/Plumbing Permit Refund	Written request from applicant within 6 months of original date of issue; and no permit related work on site has begun + deduction of \$75.00 or 20% of fee whichever is more		fee	\$ 150.00	27-Feb-24	no gst	\$ 150.00	27-Feb-24	no gst
Land & Building Services	Building Placement (excluding modular homes)	.71% of construction value on new site (including any renovation) or minimum \$150.00		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Mobile Home Placement	.71% of construction value on new site (including any renovation) or minimum \$150.00		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Construction-No Permit	Construction (including excavation) commenced without prior authorization: Double (2x) the normal fee		each	varies	14-Mar-05	no gst	varies	14-Mar-05	no gst
Land & Building Services	Demolition Permit	Fee (\$150) plus deposit of \$5.00 per sq. meter of Building area – Minimum Deposit \$200.00		each	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Special Inspection	Special Inspection not under a permit		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Heating Appliance Permit	Wood stoves and appliances		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Mechanical Permit	(Sprinkler) \$150.00 minimum or .71% of contract price		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Plumbing Permit	Minimum \$150.00 plus \$7.50 per fixture		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Temporary Building	Fee plus \$500.00 deposit		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Controlled Substance Properties	Service Fees as defined in the Controlled Substance Properties Bylaw		all costs	cost +	24-Sep-07	no gst	cost +	24-Sep-07	no gst
Land & Building Services	Controlled Substance Properties	Inspection Fee		each	\$ 550.00	27-Feb-24	no gst	\$ 550.00	27-Feb-24	no gst
Land & Building Services	Controlled Substance Properties	Special safety Inspection as defined in the Controlled Substance Properties Bylaw		each	\$ 550.00	27-Feb-24	no gst	\$ 550.00	27-Feb-24	no gst
Land & Building Services	Controlled Substance Properties	Subsequent inspection re-failure to undertake actions ordered		each	\$ 1,100.00	27-Feb-24	no gst	\$ 1,100.00	27-Feb-24	no gst
Land & Building Services	Address Changes	Changing a municipal address	No relocation	each	\$ 250.00	27-Feb-24	no gst	\$ 250.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Each business for twelve (12) consecutive months from date of purchase, plus surcharge if applicable		each	\$ 176.00	27-Feb-24	no gst	\$ 176.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Door to Door Salesperson, Non Resident Business	Surcharge	each +	\$ 931.00	27-Feb-24	no gst	\$ 931.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Door to Door Salesperson, Resident Business	Surcharge	each +	\$ 205.00	27-Feb-24	no gst	\$ 205.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Licensed premises (liquor) above 70 square meters	Surcharge	per sq mtr+	\$ 2.32	27-Feb-24	no gst	\$ 2.32	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Accommodation surcharge (rental housing; hotel/motel) above 5 units or rooms	Surcharge	per room +	\$ 8.71	27-Feb-24	no gst	\$ 8.71	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Mobile Home Park over 5 spaces	Surcharge	per space+	\$ 8.71	27-Feb-24	no gst	\$ 8.71	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Minor Business Category	Characterized by minimal operations and revenue (e.g. Special Event Artists, Party Plan Activity)	each +	\$ 110.00	27-Feb-24	no gst	\$ 110.00	27-Feb-24	no gst

**Appendix A
City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36
Schedule 1 (Land and Building)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-24	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2025-12	EFFECTIVE DATE	FEE IF GST APPLICABLE
Land & Building Services /Bylaw	Business License	Retail sales/Wholesale outlets over 220 square meters		per sq mtr +	\$ 0.73	27-Feb-24	no gst	\$ 0.73	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Retail sales/Wholesale outlets over 220 square meters	Surcharge	each +	\$ 110.00	27-Feb-24	no gst	\$ 110.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Retail Cannabis Business	Maximum of 12 consecutive months per year, plus surcharge if applicable	each	\$ 2,200.00	27-Feb-24	no gst	\$ 2,200.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Seasonal Business License	Maximum of 6 consecutive months per year, plus surcharge if applicable	each +	\$ 110.00	27-Feb-24	no gst	\$ 110.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Transfer Fee	To transfer the place of business to a new owner	each	\$ 29.04	27-Feb-24	no gst	\$ 29.04	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Transfer Fee	To change the name of the business	each	\$ 29.04	27-Feb-24	no gst	\$ 29.04	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Re-application Fee	10% late penalty if renewed after business license expiration date from day 1 -30. \$50 penalty from day 31 - 365	each	10%	27-Feb-24	no gst	10%	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Re-application Fee	\$50 reapplication fee after the 30 day period of non-renewal	each	\$ 55.00	27-Feb-24	no gst	\$ 55.00	27-Feb-24	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Unserviced Country Residential secondary Suite	per dwelling	\$ 1,040.00	1-Jul-14	no gst	\$ 1,040.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Urban serviced lot	per dwelling	\$ 3,641.00	1-Jul-14	no gst	\$ 3,641.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Country residential serviced lot	per dwelling	\$ 3,641.00	1-Jul-14	no gst	\$ 3,641.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Country residential non serviced lot	per dwelling	\$ 1,769.00	1-Jul-14	no gst	\$ 1,769.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, duplex	Duplex housing	per 2 dwellings	\$ 5,826.00	1-Jul-14	no gst	\$ 5,826.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Townhouse	per dwelling	\$ 2,913.00	1-Jul-14	no gst	\$ 2,913.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Apartment	per dwelling	\$ 2,185.00	1-Jul-14	no gst	\$ 2,185.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Multiple detached dwellings	per dwelling	\$ 2,913.00	1-Jul-14	no gst	\$ 2,913.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Suite Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Rental and Supportive Housing Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Non-Governmental or Non-Profit Incentive	per dwelling	\$ -	25-Mar-24	no gst	\$ -	25-Mar-24	no gst
Land & Building Services	Development Agreement	Approved Development Incentive	Rental and Supportive Housing Development Incentive	each	\$ 200.00	24-Feb-20	no gst	\$ 200.00	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Development Incentive Application	Suite Development Incentive	each	\$ 50.00	25-Mar-24	no gst	\$ 50.00	25-Mar-24	no gst
Land & Building Services	Development Cost Charge	Development Incentive Application	Rental and Supportive Housing, Non-Governmental or Non-Profit, Tipping Fee, and Cash Grant Development Incentives	each	\$ 250.00	25-Mar-24	no gst	\$ 250.00	25-Mar-24	no gst
Land & Building Services	Development Permit	Conditional Use - \$1,250.00 plus applicable Permitted Use fee		each +	\$ 1,250.00	27-Feb-24	no gst	\$ 1,250.00	27-Feb-24	no gst
Land & Building Services	Development Permit	Designated municipal historic resource		each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Land & Building Services	Development Permit	Change of Use	Change of Use with new zoning requirements: All zones	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Change of Use	Change of Use without new zoning requirements: All zones	each	\$ 95.00	1-Jan-22	no gst	\$ 95.00	1-Jan-22	no gst
Land & Building Services	Development Permit	New Development	New Use: Single detached & duplex housing; triplex & townhouse housing where each unit is on a separate fee-simple lot, living suite or garden suite	each unit	\$ 175.00	1-Jan-22	no gst	\$ 175.00	1-Jan-22	no gst
Land & Building Services	Development Permit	New Development	New Use and/or new Gross Floor Area (GFA): All other uses: \$400.00 + \$1.10/m2 GFA; Minor change to plans for application in progress resulting in revised GFA being <10% more or less than original GFA - no fee change (i.e. no refund if less, no additional charge if more)	each +	\$ 400.00	1-Jan-22	no gst	\$ 400.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Secondary Use of a Residence	Home-based Business, Bed and Breakfast Lodging, Family Day Home	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Placement of Sign	Per Sign	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst

**Appendix A
City of Whitehorse
Fees and Charges Manual**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2024-24	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2025-12	EFFECTIVE DATE	FEE IF GST APPLICABLE
Land & Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Annual permit	each	\$ 330.00	27-Feb-24	no gst	\$ 330.00	27-Feb-24	no gst
Land & Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Refundable deposit	each	\$ 1,500.00	1-May-16	no gst	\$ 1,500.00	1-May-16	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Demolition Structure (<75 m2)	each	\$ 95.00	1-Jan-22	no gst	\$ 95.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Commercial	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Residential	each	\$ 250.00	1-Jan-22	no gst	\$ 250.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Community Event	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Commercial Event/Development	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Temporary Use Permit<7 days	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Mobile food Vendor on public site	Annual permit	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Mobile food Vendor on public site	Monthly for electricity	monthly	\$ 100.00	27-Feb-24	no gst	\$ 100.00	27-Feb-24	no gst
Land & Building Services	Development Permit Refund	Development Permit Refund	Denied or withdrawn applications, or written request from applicant within 6 months of original approval date (provided no permit-related work on site has occurred) - deduction of the greater of \$55.00 or 50% of fee. The conditional use application fee is not refundable	each	Varies	1-Apr-21	no gst	Varies	1-Apr-21	no gst
Land & Building Services	Land Management	Agreements	Development/Easement/Encroachment/Incentive		\$ 200.00	25-Mar-24	no gst	\$ 200.00	25-Mar-24	no gst
Land & Building Services	Land Management	Minor Encroachment			\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23	no gst
Land & Building Services	Land Management	Road Closure Bylaw		each	\$ 750.00	27-Feb-24	no gst	\$ 750.00	27-Feb-24	no gst
Land & Building Services	Land Management	Subdivision Approval Extension		each	\$ 250.00	29-Jan-07	no gst	\$ 250.00	29-Jan-07	no gst
Land & Building Services	Parking	Payment in lieu of providing parking space	Space in the CC, CPG and CMW Zones	each space	\$ 18,706.00	13-Nov-01	no gst	\$ 18,706.00	13-Nov-01	no gst
Land & Building Services	Parking	Payment in lieu of providing parking space	Space in the CM1, CM2 and CNC2 zones	each space	\$ 7,967.00	13-Nov-01	no gst	\$ 7,967.00	13-Nov-01	no gst
Land & Building Services	Subdivision Application	Condominium (non refundable fee)	Minimum charge \$250.00. Maximum charge \$5000.00. Each unit \$100.00	each	\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23	no gst
Land & Building Services	Subdivision Application	Consolidation (non refundable fee)	Minimum charge \$250.00. Maximum charge \$1000.00. Each lot \$100.00 > 2 lots	minimum	\$ 250.00	1-Apr-23	no gst	\$ 250.00	1-Apr-23	no gst
Land & Building Services	Subdivision Application	Subdivision (non refundable fee)	Minimum charge \$250.00. Maximum charge \$5000.00. Each lot \$200.00	each	\$ 200.00	1-Apr-23	no gst	\$ 200.00	1-Apr-23	no gst
Land & Building Services	Subdivision Application	Property line adjustment or realignment (non refundable fee)	Minimum charge \$250.00. Maximum charge \$1000.00. Each lot adjusted/realigned \$100.00	each	\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23	no gst
Land & Building Services	Business License List	Special, monthly or partial listing		per page	\$ 0.50	27-Feb-24	\$ 0.55	\$ 0.50	27-Feb-24	\$ 0.55
Land & Building Services	Business License List	Full listing		each	\$ 75.00	27-Feb-24	\$ 78.75	\$ 75.00	27-Feb-24	\$ 78.75
Land & Building Services	Wood Stove Approval	Copy of approval		each	\$ 25.00	27-Feb-24	no gst	\$ 25.00	27-Feb-24	no gst
Land & Building Services	Use Permit	Temporary or seasonal land use		each	\$ 175.00	27-Feb-24	no gst	\$ 175.00	27-Feb-24	no gst

CITY OF WHITEHORSE
BYLAW 2024-48

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 the development of water treatment plant upgrades and bring current uses into conformance at Lot 1172, Quad 105D/11, Plan 84109 CLSR YT, Lot 341, Group 804, Plan 43448 CLSR YT, Parcel A Lot 332, Group 804, Plan 42448 CLSR YT, municipally known as 18 Selkirk Street;

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

1. Section 12.4.7 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 12.4.7 d), as follows:

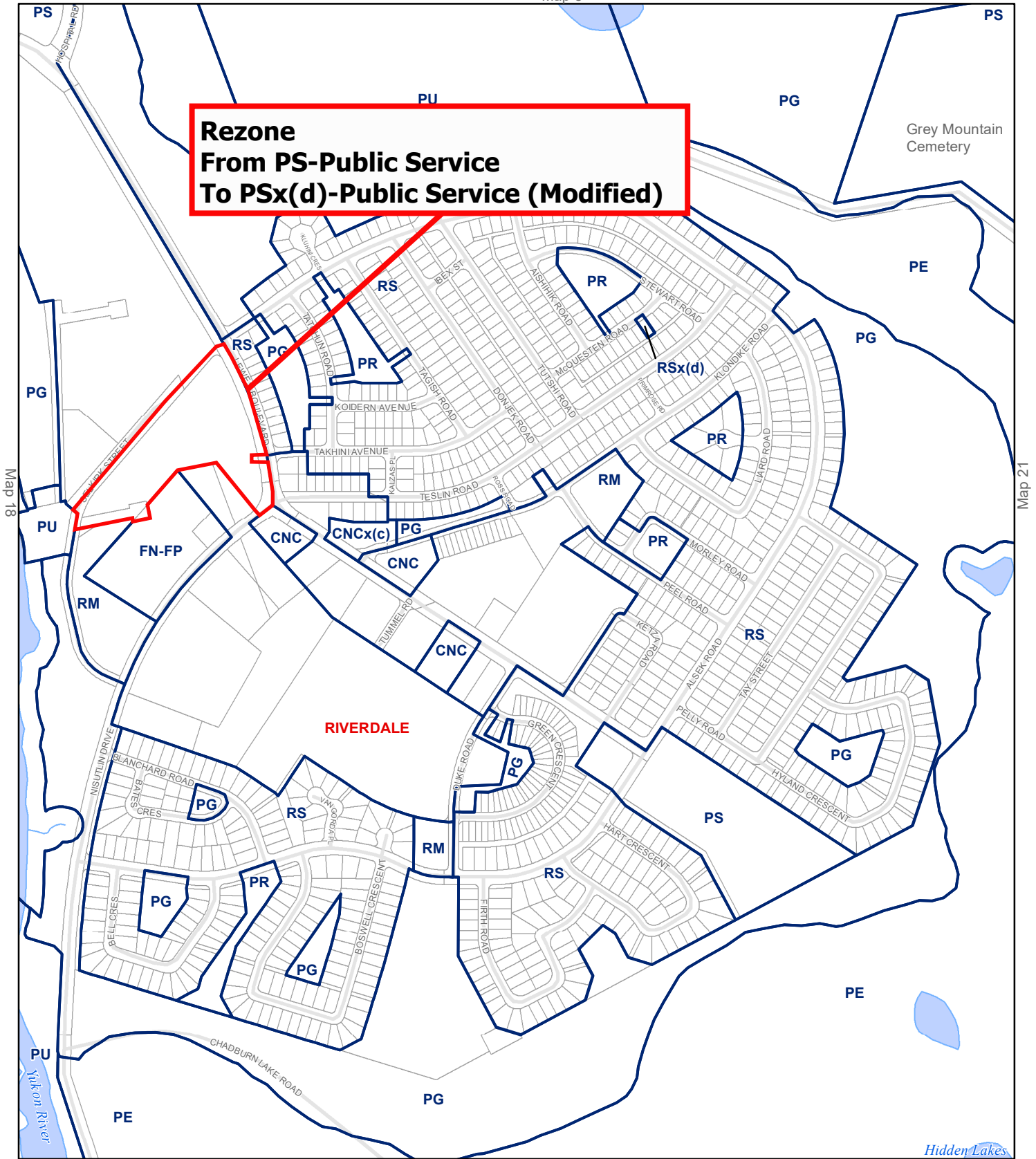
“d) Lot 1172, Quad 105D/11, Plan 84109 CLSR YT, Lot 341, Group 804, Plan 43448 CLSR YT, and Parcel A Lot 332, Group 804, Plan 42448 CLSR YT, located at 18 Selkirk Street, is designated PSx with the special modification being that Public Utilities is permitted as a principal use, provided that the Public Utilities use is limited to water treatment plants, the development of pump houses and stations, and electrical substations.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 18 Selkirk Street from PS – Public Service to PSx(d) – Public Service (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:	November 12, 2024
PUBLIC NOTICE:	November 22 and 29, 2024
PUBLIC HEARING:	December 9, 2024
SECOND READING:	
THIRD READING and ADOPTION:	

Kirk Cameron, Mayor

Corporate Services

Map 8

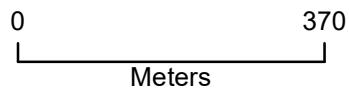


RIVERDALE

HiddenLakes

Map 21

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 2024-49

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 City of Whitehorse Zoning Bylaw be amended to establish zoning for 401 Casca Boulevard and 4.61 ha of vacant Commissioner's land; and

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 401 Casca Boulevard from PG – Greenbelt to PU – Public Utilities and of 4.61 ha vacant Commissioner's land, located northeast of Casca Boulevard from PG – Greenbelt to FP – Future Planning as indicated on Appendix A and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

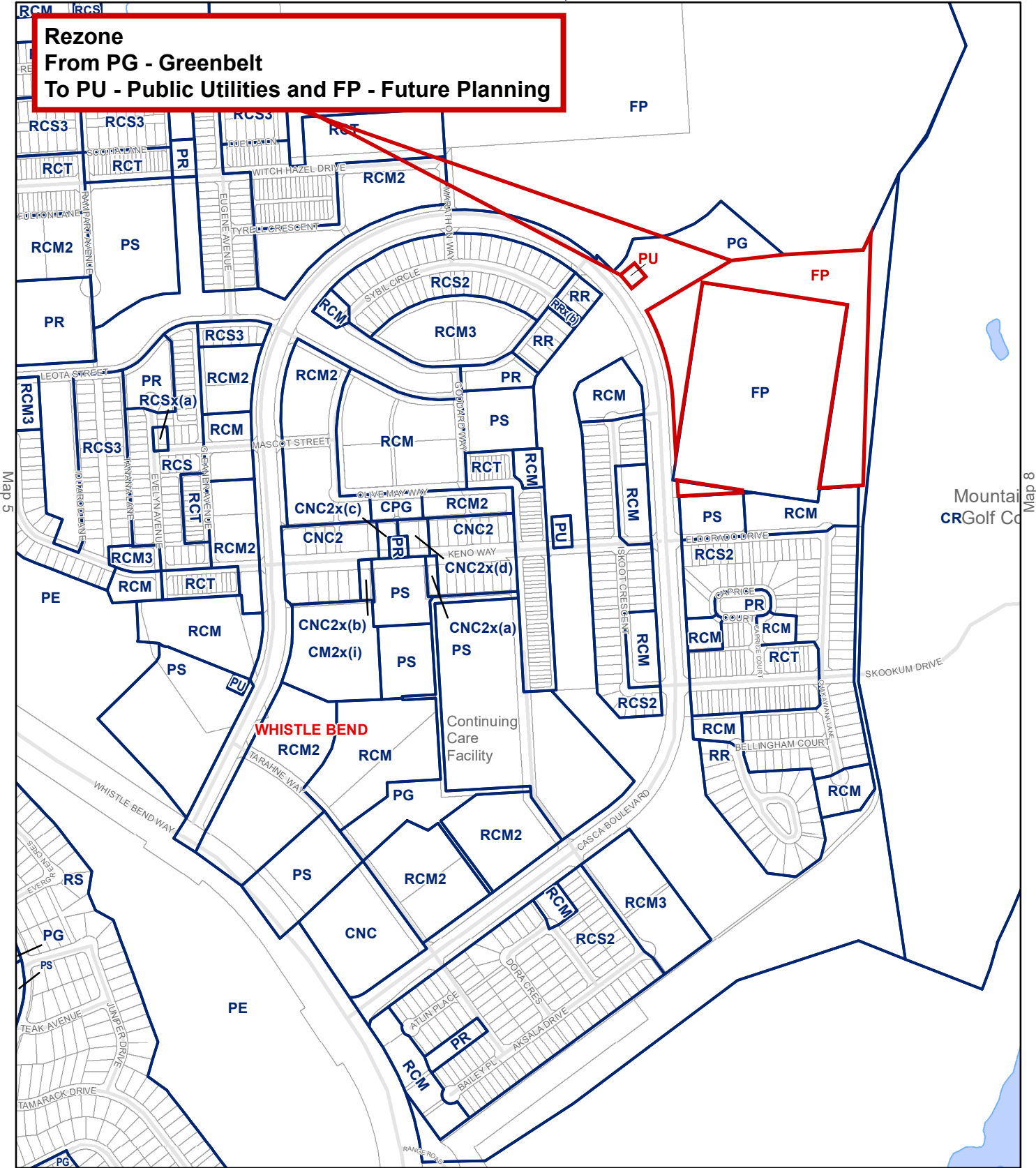
FIRST READING:	November 12, 2024
PUBLIC NOTICE:	November 22 and 29, 2024
PUBLIC HEARING:	December 9, 2024
SECOND READING:	
THIRD READING and ADOPTION:	

Kirk Cameron, Mayor

Corporate Services

Map 8

Rezone
From PG - Greenbelt
To PU - Public Utilities and FP - Future Planning



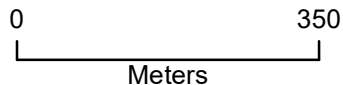
Map 5

Map 8

Map 5

Map 98

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 2024-42

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: December 9, 2024
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)

Affidavit of Witness

CANADA) I, _____,
) *(print name of witness)*
) of the City of Whitehorse,
 YUKON TERRITORY) in the Yukon Territory,
)
 TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see **Gina Cosco** and **Erik Blake**, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **Valleyview Community Association** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

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

 A Notary Public in and for
 the Yukon Territory)
)
)

 Print Name of Notary Public)

 Witness Signature

1.1 Land 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*



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

CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

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

