

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-02

DATE: Monday, January 29, 2024
TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Jocelyn Curteanu
Reserve Deputy Mayor Ted Laking

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Black History Month (February)

MINUTES Regular Council meeting dated January 15, 2024

DELEGATIONS

PUBLIC INPUT SESSION

PUBLIC HEARING

STANDING COMMITTEE REPORTS

City Budget Committee – *Deputy Mayor Curteanu*

1. Budget Address – 2024 – 2026 Operating Budget

Development Services Committee – *Councillors Boyd and Murray*

City Operations Committee – *Councillors Curteanu and Friesen*

Community Services Committee – *Councillors Cameron and Laking*

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

Corporate Services Committee – *Councillors Laking and Curteanu*

1. Commencement Report – Copper Haul Road Improvements

2. Write-Off Uncollectable Accounts

3. Authorization of Tax Lien Summary List

4. 2023 Umbrella Budget Amendments

5. Urban Electrification Local Improvement

City Planning Committee – *Councillors Friesen and Boyd*

1. Public Input Report – Conditional Use Application – 3 and 5 Garden Road

2. Copper Ridge Development Area Master Plan

3. Lease Agreement Renewal – Downtown Urban Garden Society

NEW AND UNFINISHED BUSINESS

1. Housing Accelerator Fund

AGENDA (cont'd)

BYLAWS

2024-01	2024 – 2026 Operating Budget Bylaw	1 st Reading
2024-02	Tax Levy Bylaw	1 st Reading
2024-03	Fees and Charges Bylaw Amendment	1 st Reading
2024-05	Umbrella Capital Budget Amendment Bylaw	1 st and 2 nd Reading
2024-06	Umbrella Operating Budget Amendment Bylaw	1 st and 2 nd Reading
2024-08	Lease Agreement Renewal – Downtown Urban Garden Society	1 st and 2 nd Reading
2024-12	Write-Off Uncollectible Accounts	1 st and 2 nd Reading
2024-17	Urban Electrification Local Improvement	1 st and 2 nd Reading
2024-04	2023 Umbrella Grant Bylaw	3 rd Reading
2024-13	Re-budget – Livingstone Lagoon Desludging	3 rd Reading

ADJOURNMENT



PROCLAMATION
BLACK HISTORY MONTH
February 2024

WHEREAS, Canada's Black community continues to face racism and discrimination and the Black community in Whitehorse accounts for over 11 percent of our City's visible minority population; and

WHEREAS, the City of Whitehorse is focused on fostering a safe, inclusive and welcoming community for all residents and visitors and recognizes the social, economic, and cultural contributions the Black community has made and continues to make to the city; and

WHEREAS, Black History Month is a time to promote greater understanding of the historical struggle and fight of the Black community, bring attention to injustices still ongoing today, and to celebrate Black culture and tradition;

THEREFORE, I, Deputy Mayor Jocelyn Curteanu, do hereby proclaim the month of February, 2024 as Black History Month in the City of Whitehorse.

Jocelyn Curteanu
Deputy Mayor

MINUTES of REGULAR Meeting #2024-01 of the Council of the City of Whitehorse
called for 5:30pm on Monday, January 15, 2024, in Council Chambers, City Hall.

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

ABSENT Councillor Michelle Friesen

ALSO PRESENT: City Manager Jeff O'Farrell
Director of Community Services Krista Mroz
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Director of People and Culture Lindsay Schneider
Director of Operations and Infrastructure Tracy Allen

*Indicates electronic participation

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

CALL TO ORDER

AGENDA

2024-01-01

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

Carried Unanimously

MINUTES

2024-01-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated
December 11, 2023 be adopted as presented.

Carried Unanimously

PUBLIC INPUT SESSION

Mayor Cabott advised that a Public Input Session was
scheduled at this meeting to hear any submissions with
respect to the Conditional Use Application for 3 and 5 Garden
Road.

Conditional Use Application –
3 and 5 Garden Road

There were no members of the public present to speak, and no
written submissions were received.

PUBLIC HEARING

Mayor Cabott advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to the Zoning Amendment for 1302 Centennial Street.

Zoning Amendment - 1302
Centennial Street

Mayor Cabott called for submissions with respect to the Zoning Amendment for 1302 Centennial Street.

Zoning Amendment - 1302
Centennial Street

Administration confirmed there were no written submissions received.

Written Submissions

Cam Kos, a resident of the area, raised concerns about the lack of obvious informational signage at the site, and spoke about how a large building as proposed is incompatible with the surrounding neighbourhood of small homes.

Cam Kos

Mayor Cabott called a second and third time for submissions with respect to the Zoning Amendment for 1302 Centennial Street.

Zoning Amendment - 1302
Centennial Street

Hearing no additional submissions come forward, Mayor Cabott declared the Public Hearing for the Zoning Amendment for 1302 Centennial Street now closed.

Public Hearing Closed

COMMITTEE REPORTS

Development Services Committee

There was no report from the Development Services Committee.

City Operations Committee

There was no report from the City Operations Committee.

Community Services Committee

Mayor Cabott thanked City staff for their work putting up seasonal lights, organizing light tours, and coordinating the New Years firework display.

Staff Acknowledgement

Public Health and Safety Committee

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

Corporate Services Committee

The Procurement Policy requires that Council be provided with a semi-annual update on procurement projects. Administration provided a detailed listing of semi-annual projects from July to December 2023. There were no contract extensions/renewals and no instances of non-compliance noted. Administration provided additional information on several projects as requested by Committee members.

Semi-Annual Procurement
Report (July – December
2023) – For Information Only

2024-01-03

It was duly moved and seconded
THAT Council direct that Bylaw 2024-04, a bylaw to authorize the allocation of various grants for the year 2023 in the amount of \$1,253,365.23 be brought forward for consideration under the bylaw process.

2023 Umbrella Grants Bylaw

Carried Unanimously

2024-01-04

It was duly moved and seconded
THAT Council authorize Administration to commence the procurement related to 2024 projects 320c00922 – Additional Street Sweeper and 320c01209 – Replacement Street Sweeper.

Commencement Report –
Street Sweepers

Carried Unanimously

2024-01-05

It was duly moved and seconded
THAT Council direct that Bylaw 2024-13, a bylaw to amend the 2024 to 2027 Capital Expenditure Program by increasing the 2024 Capital Budget for project 650c00321 Livingston Lagoon Desludging in an amount up to \$735,335, be brought forward for consideration under the bylaw process; and
THAT Administration be authorized to commence the procurement for the project.

Re-budget and
Commencement Report –
Livingstone Lagoon
Desludging

Carried Unanimously

2024-01-06

It was duly moved and seconded
THAT travel expenses beyond those covered by AURC and AWG be authorized for Mayor Cabott to attend Arctic Frontiers, January 27 to February 2, 2024 and Arctic Winter Games March 13 to 16, 2024.

Mayor's Travel Expense
Authorization

Carried Unanimously

City Planning Committee

2024-01-07

It was duly moved and seconded
THAT Council direct that Bylaw 2024-09, a bylaw to amend the zoning at 2086 Second Avenue to allow for the development of a building with a maximum height of 25m, be brought forward for consideration under the bylaw process.

Zoning Amendment – 2086
Second Avenue

Carried Unanimously

A report on a Conditional Use application to allow offices on the ground floor at 3 and 5 Garden Road was presented. The applicant has an agreement to purchase the two vacant properties to develop a single-storey 1,283m² office complex contingent on the approval of this Conditional Use application. Administration responded to questions on compliance with the Official Community Plan and the Zoning Bylaw, potential objection from surrounding property-owners, and details about the project.

Conditional Use Application –
3 and 5 Garden Road – For
Information Only

Stating he was speaking on behalf of a group of neighbourhood associations, non-government organizations and numerous individual residents, Skeeter Wright informed Council of a pending application for amendments to the Zoning Bylaw and the 2040 Official Community Plan regarding the regulation of mineral exploration and mining in the City. The delegate responded to questions, providing desired outcomes and details on the new circumstances that the delegate felt have led to the requested changes being needed.

Delegate Skeeter Wright,
McLean Residents'
Association – Mineral
Exploration and Mining in the
City

A Committee member asked about whether the City has jurisdiction to deny mineral exploration permits within the city. Information was provided on how the City's Zoning Bylaw and the 2040 Official Community Plan regulate development within the context of the Yukon Government's Quartz Mining and Municipal Acts. It was also explained that permit conditions are used to ensure environmental and public concerns are addressed. Administration confirmed that if the amendments proceed, the public would be able to participate in a Public Hearing to give their comments on the topic.

New Business – Mineral
Exploration in the City

A Committee member expressed a concern that even with the increase to building height limits coming forward in a future Zoning Bylaw rewrite, development may still be held up which will further impact the existing housing crisis. The member suggested that it may be time to reconsider height limits. Another Committee member agreed, stating that capacity can be increased within the city's core.

New Business – Building
Height Limits

NEW AND UNFINISHED BUSINESS

2024-01-08

It was duly moved and seconded
THAT Council direct that the 2024 – 2026 Provisional
Operating Budget be amended to include funding for the 2026
Whitehorse Arctic Winter Games, funded from the Arctic
Winter Games trust account.

Budget Amendment – Arctic
Winter Games

Carried Unanimously

BYLAWS

2024-01-09

It was duly moved and seconded
THAT Bylaw 2024-09, a bylaw to amend the zoning at 2086
Second Avenue to allow for the development of a building with
a maximum height of 25m, be given First Reading.

BYLAW 2024-09
Zoning Amendment –
2086 Second Avenue
FIRST READING

Carried Unanimously

2024-01-10

It was duly moved and seconded
THAT Bylaw 2024-04, a bylaw to authorize the allocation of
various grants for the year 2023 in the amount of
\$1,253,365.23, be given First Reading.

BYLAW 2023-04
2023 Umbrella Grants
Bylaw
FIRST READING

Carried Unanimously

2024-01-11

It was duly moved and seconded
THAT Bylaw 2024-04 be given Second Reading.

BYLAW 2023-04
2023 Umbrella Grants
Bylaw
SECOND READING

Carried Unanimously

2024-01-12

It was duly moved and seconded
THAT Bylaw 2024-13, a bylaw to amend the 2024 to 2027
Capital Expenditure Program by increasing the 2024 Capital
Budget for project 650c00321 Livingstone Lagoon Desludging
in an amount up to \$735,335, be given First Reading.

BYLAW 2024-13
Re-Budget – Livingstone
Lagoon Desludging
FIRST READING

Carried Unanimously

2024-01-13

It was duly moved and seconded
THAT Bylaw 2024-13 be given Second Reading.

BYLAW 2024-13
Re-Budget – Livingstone
Lagoon Desludging
SECOND READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:13p.m.

ADJOURNMENT

Laura Cabott, Mayor

Corporate Services

Adopted by Resolution at Meeting #2024-02

CITY OF WHITEHORSE
CITY BUDGET COMMITTEE
Council Chambers, City Hall



January 29, 2024

Chair: Deputy Mayor Jocelyn Curteanu

1. 2024 to 2026 Operating Budget Speech

Presented by Deputy Mayor Jocelyn Curteanu

Deputy Mayor Curteanu will present the Budget Speech for the 2024 Operating Budget at the Regular Council meeting on January 29, 2024.

The Operating Budget Bylaw 2024-01, the Tax Levy Bylaw 2024-02, the Fees and Charges Bylaw Amendments Bylaw 2024-03, and all associated appendices will be made available at the meeting.



Minutes of the meeting of the Development Services Committee

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd - Chair Mayor Laura Cabott Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen	
Absent	Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, there is no report from the Development Services Committee:



Minutes of the meeting of the City Operations Committee

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jocelyn Curteanu - Chair Mayor Laura Cabott Councillor Dan Boyd Councillor Kirk Cameron *Councillor Michelle Friesen	
Absent	Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

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

1. **New Business – Snow-Clearing in the City**

A Committee member requested an update following the Snow and Ice Control Policy Accessibility Budget motion from December 11, 2023. Administration confirmed there are additional snow-clearing efforts in effect, including enlisting contractors to help with snow removal and an enhanced Bylaw focus downtown.



Minutes of the meeting of the Community Services Committee

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee	Councillor Kirk Cameron - Chair	
Members	Mayor Laura Cabott	
Present	Councillor Dan Boyd	
	Councillor Jocelyn Curteanu	
	*Councillor Michelle Friesen	
Absent	Councillor Ted Laking	
	Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. **Proclamation – Bell Let's Talk Day (January 24, 2024)**

Mayor Laura Cabott proclaimed January 24, 2024 to be Bell Let's Talk Day in the City of Whitehorse, a day of conversation, support, and positive change for mental health.



Minutes of the meeting of the Public Health and Safety Committee

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Kirk Cameron - Chair Mayor Laura Cabott Councillor Dan Boyd Councillor Jocelyn Curteanu *Councillor Michelle Friesen	
Absent	Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. **New Business – Firesmart Work Reminder**

A Committee member commented that Council is interested in hearing updates on FireSmart work in advance of the upcoming fire season.

2. **New Business – Mining Influence on Water Quality**

Given the potential harm to drinking water from mineral exploration activities, a Committee member requested clarification on the City's responsibility to ensure the safety of the City's water supply. Administration responded that water quality regulations are the responsibility of the Yukon Government, and that the City works closely with the regulator. It was confirmed that current exploration activities are classified as Class 1, which has the lowest anticipated environmental impact, under the Quartz Mining Act. Administration feels comfortable with the regulations in place to protect the city's drinking water.



Minutes of the meeting of the Corporate Services Committee

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jocelyn Curteanu - Chair Mayor Laura Cabott Councillor Dan Boyd Councillor Kirk Cameron *Councillor Michelle Friesen	
Absent	Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Taylor Eshpeter, Manager, Engineering Services Svetlana Erickson, Manager, Financial Services	

* Indicates electronic participation

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

1. Commencement Report – Copper Haul Road Improvements

A commencement report was presented to authorize the procurement of construction services to replace two culverts on Copper Haul Road to reduce potential for flooding. Funding for this project was included in the 2023-2026 Capital Expenditure Program and the available re-budget amount for the construction is \$632,596. Administration provided information on the history of the road, and on its primary uses as access to recreation and wildfire protection in the area.

The Recommendation of the Corporate Services Committee is

THAT Council authorize Administration to commence the procurement of project 240c00622 Copper Haul Road Improvements.

2. Write-off Uncollectable Accounts

The City levies fees and charges for goods and services that, on occasion, cannot be collected for various reasons. In all cases in the proposed bylaw, in-house collection procedures have been exhausted and it has been determined that there is little chance of recovery. A bylaw is required to write-off such accounts. Administration responded to questions on the cost to collect, contents of the list, and the potential of posting the list publicly.

The Recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2024-12, a bylaw to authorize the write-off of uncollectible accounts, be brought forward for consideration under the bylaw process.

3. Authorization of Tax Lien Summary List

Each year the City is required to prepare a list of properties with outstanding taxes from the previous year. Each property on this list will be levied an administration fee and be subject to further collection procedures if the account is not paid within 60 days. At the time of preparation, the 2023 list included 109 properties with a total outstanding tax, penalty, and interest balance of \$346,744.95. A Committee member advocated for sensitivity towards people on the list.

The Recommendation of the Corporate Services Committee is

THAT Council direct that the City Seal be affixed to the 2023 Tax Lien Summary List to authenticate the list.

4. 2023 Umbrella Budget Amendments

Section 239 of the *Municipal Act* provides that Council may establish by bylaw a procedure to authorize expenditures that vary from the annual Capital and Operating Expenditure Programs. In accordance with the provisions of the Capital and Operating Budget bylaws, a number of authorized budget amendments occurred throughout 2023. These amendments are now being brought forward under umbrella bylaws for approval.

The Recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2024-05, a bylaw to amend the 2023 to 2026 Capital Expenditure Program with respect to budget adjustments made throughout 2023, be brought forward for consideration under the bylaw process; and

THAT Bylaw 2024-06, a bylaw to amend the 2023 to 2025 Operating Budget with respect to budget adjustments made throughout 2023, be brought forward for consideration under the bylaw process.

5. Urban Electrification Local Improvement

The owner of Lot 1619, Block 105/D14, Plan 100044223 in Hidden Valley Subdivision has applied under the Urban Electrification Program Policy for a local improvement that will provide electrical service to the property. Administration provided additional information on the Urban Electrification Program application process.

The Recommendation of the Corporate Services Committee is

THAT Council direct that the application under the urban electrification program for Lot 1619, Block 105/D14, Plan 100044223 be accepted; and

THAT Bylaw 2024-17, a bylaw to authorize a local improvement charge for urban electrification at Lot 1619, Block 105/D14, Plan 100044223 be brought forward for consideration under the bylaw process.



Minutes of the meeting of the City Planning Committee

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd - Chair Mayor Laura Cabott Councillor Kirk Cameron Councillor Jocelyn Curteanu *Councillor Michelle Friesen	
Absent	Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure Micah Olesh, Senior Development Officer, Land and Building Services Mathieu Marois, Senior Planner, Planning Services Doug Spencer, Manager, Land and Building Services	

* Indicates electronic participation

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

1. Public Input Report – Conditional Use Application – 3 and 5 Garden Road

A Public Input Session was held on January 15, 2024 for a Conditional Use application to allow offices on the ground floor of 3 and 5 Garden Road in a single-storey 1,283m² complex. In response to a question from a Committee member, Administration confirmed that because office use is accepted as a simple secondary use when above ground level, the development plan is expected to be compatible with the surrounding area. No submissions from the public were received and no concerns were raised through the application process or from Administration, and as such, no conditions are recommended.

The Recommendation of the City Planning Committee is

THAT Council approve the Conditional Use application to allow office use on the ground floor of a one-storey, 1,283 m² building proposed to be built at 3 and 5 Garden Road.

2. Copper Ridge Development Area Master Plan

To help meet the goal of the 2040 Official Community Plan (OCP)'s Residential Growth Strategy, an area between Copper Ridge Place and Falcon Drive was identified for potential development. In 2022, work began on developing the Master Plan for the area. Now complete, the proposed Copper Ridge Development Area Master Plan was presented to Council for approval. Administration responded to questions on historical and future opportunities for public input, surrounding greenspaces and trails, and the involvement from the Yukon Government and private developers.

The Recommendation of the City Planning Committee is

THAT Council direct Administration schedule a Public Input Session at the Regular Council Meeting of February 26, 2024, on the proposed Copper Ridge Development Area Master Plan.

3. Lease Agreement Renewal – Downtown Urban Garden Society

For over 25 years, the Downtown Urban Gardeners Society (DUGS) has leased 0.34 hectares of City-owned land to operate a community garden. Their most recent lease expired in June 2023. The new proposed lease agreement with a term of ten years was presented. Administration provided additional information on the previous leases.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-08, a bylaw to enter into a lease agreement with the Downtown Urban Gardeners Society for a 0.34ha lease area comprised of Lot 6 and a portion of Lots 7-9, Block 144, Lots 1-5, Block 145, and a portion of Lane, Block 144, Plan 20148 LTO, be brought forward for due consideration under the bylaw process.

4. Housing Accelerator Fund – In-Camera

Pursuant to Section 213(3) of the *Municipal Act* and Section 22 of the Council Procedures Bylaw 2021-12, it was agreed that discussion on this item would be moved in-camera following the Standing Committees.



**Minutes of the meeting of the
Committee of the Whole
IN-CAMERA**

Date	January 22, 2024	2024-02
Location	Council Chambers, City Hall	
Committee Members	Mayor Laura Cabott - Chair Councillor Dan Boyd Councillor Kirk Cameron	
Present	Councillor Jocelyn Curteanu *Councillor Michelle Friesen	
Absent	Councillor Ted Laking Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

The Committee of the Whole respectfully submits the following report:

1. Housing Accelerator Fund

Administration presented the in-camera report regarding the Housing Accelerator Fund action plan and agreement. Additional information was provided on the terms of the agreement and eligible uses of the fund.

The Recommendation of the Committee of the Whole is

THAT Council approve the Housing Accelerator Fund Action Plan for the City of Whitehorse and that the Mayor be authorized to enter into a contribution agreement with Canada Mortgage and Housing Corporation to receive program funds.

There being no further business the meeting adjourned at 8:03 P.M.

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE

-PLACEHOLDER-

Bylaw 2024-01 – 2024 to 2026 Operating Budget Bylaw

Bylaw 2024-02 – Tax Levy Bylaw

Bylaw 2024-03 – Fees and Charges Bylaw Amendments

The above Bylaws and appendices will be distributed together
at the Regular Council Meeting on

January 29, 2024

CITY OF WHITEHORSE

BYLAW 2024-05

A bylaw to amend the 2023 to 2026 Capital Expenditure Program to authorize expenditures that vary from the approved Capital Expenditure Program

WHEREAS Section 238 of the *Municipal Act* (R.S.Y. 2002) provides that Council shall by bylaw cause a multi-year Capital Expenditure Program to be prepared and adopted; and;

WHEREAS Section 239 of the *Municipal Act* provides that Council may by bylaw establish a procedure to authorize and verify expenditures that vary from the Capital Expenditure Program; and

WHEREAS a number of budget adjustments made throughout 2023 in accordance with the procedures outlined in Budget Bylaw 2022-41 have resulted in an increase in total expenditures above what was approved in the 2023 to 2026 Capital Expenditure Program;

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

1. Schedule “1”, attached hereto and forming part of this bylaw, is hereby adopted as a summary of the amendments totalling \$ 89,956,361. Appendix “A” to Bylaw 2022-41, a bylaw to authorize the 2023 to 2026 Capital Expenditure Program, is hereby deleted and replaced by a new Appendix “A” attached hereto and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
2023 CAPITAL EXPENDITURE PROGRAM AMENDMENTS
SCHEDULE 1

APPROVED CAPITAL EXPENDITURE PROGRAM	BYLAW	AMOUNT
Approved 2023 Capital Expenditure Program (Appendix A)	Bylaw 2022-41	15,611,285
APPROVED CAPITAL EXPENDITURE PROGRAM		\$ 15,611,285

2023 REVISIONS

APPENDIX B PROJECTS MOVED TO APPENDIX A	PROJECT	AMOUNT
Pavement Management System	240c00123	300,000
Well 6 Improvements	240c00219	200,000
Bridge Inspections	240c00312	96,000
Utility Stations and Force Main Condition Assessment	240c00320	500,000
Crosstown Watermain	240c01222	2,500,000
Transit Bus Midlife Refurbishments	320c00319	210,000
Additional One Ton Service Body Truck with Crane	320c01422	165,000
Additional One Ton Service Body Truck with Crane	320c01522	165,000
CGC Retile Pool Basin / Deck & Change Rooms	360c00222	550,000
Electric Vehicle Charging Stations	360c00223	195,000
Pump House Facility Repairs	360c00523	300,000
SCBA Clean Room Upgrades	360c00623	125,000
Upgrade to Arena Changeroom Showers	360c00922	100,000
Para Ramp Infills	500c00409	80,000
Additional Transit Handy Bus	500c00523	302,000
Additional One Ton Service Body Truck with Crane	500c00823	165,000
Free Fare Transit Study	580c00123	60,000
Large Volume Commercial Organics Bins	650c00123	80,000
Groundwater Protection Plan Update for Water License	650c00323	100,000
Selkirk Pump House Second Barrier Treatment	650c00421	2,000,000
Waste Composition Study	650c00823	40,000
Accessible Pathway Planning - Long Lake	740c00523	65,000
TOTAL APPENDIX B PROJECTS WITH FUNDING AGREEMENTS		\$ 8,298,000

APPROVED RE-BUDGETS	BYLAW / RESOLUTION	PROJECT	AMOUNT
Capital Projects from 2022 approved for re-budget to 2023	2023-13		40,826,094
Rebudget 2022 funds from BCP- Services Building to create a new project: Whitehorse Operations Building Expansion	2023-04-04	360c00723	15,254,000
Rebudget 2022 funds from BCP- Services Building to create a new project: City Hall Energy Efficiencies	2023-04-04	360c00823	8,390,000
Rebudget 2022 funds from BCP- Services Building to create a new project: Transit Hub: Services Building	2023-04-04	360c00923	900,000
TOTAL APPROVED RE-BUDGETS			\$ 65,370,094

2023 REVISIONS

BUDGET AMENDMENTS: COUNCIL REVISIONS	RESOLUTION	PROJECT	AMOUNT
Increase 2023 budget for the Takhini Sanitary Trunk Main	2023-04-04	240c01120	10,094,484
Amend 2023 capital budget to include a new project: Commercial and Industrial Land Planning and Design Ice Lake Road South	2023-05-06	720c00623	121,000
Increase 2023 budget for Transfer Station Upgrades funded from Investing in Canada Infrastructure Program	2023-09-12	650c00819	2,200,000
Amend 2023 capital budget to include a new project: Range Road and McIntyre Creek Crossing Repair	2023-13-06	240c00416	100,000
Increase 2023 budget for Landslide project funded from General Reserve	2023-13-10	100c00122	2,200,000
Increase 2023 budget for Transit Hub: Service Building funded from Capital Reserve until the external grant funding is in place	2023-14-08	360c00923	1,900,000
Reduce 2023 budget per 2nd Quarter capital variance-Whistle Bend Phase 3 Playground	2023-17-05	740c00221	(93,761)
Reduce 2023 budget per 2nd Quarter capital variance-Holly Residential Area Master Plan	2023-17-05	720c00223	(225,000)
Reduce 2023 budget per 2nd Quarter capital variance-Replace Irrigation System at Rotary Park	2023-17-05	740c01115	(230,000)
Amend 2023 capital budget to include a new project: Marwell Lift Station- Electric Pump	2023-17-06	650c01123	300,000
Reduce 2023 budget per 3rd Quarter capital variance-City Of Whitehorse Website Redesign Project - Phase 2	2023-21-05	201c00121	(1,130)
Reduce 2023 budget per 3rd Quarter capital variance-Replacement Municipal Use Heavy Duty Tractor	2023-21-05	320c00221	(897)
Reduce 2023 budget per 3rd Quarter capital variance-Transit Bus Midlife Refurbishments	2023-21-05	320c00319	(25,823)
Reduce 2023 budget per 3rd Quarter capital variance-Additional Loader Water Waste Services and Transportation	2023-21-05	320c00322	(4,766)
Reduce 2023 budget per 3rd Quarter capital variance-Compost Equipment Replacement	2023-21-05	320c00513	(663)
Reduce 2023 budget per 3rd Quarter capital variance-Additional Parks and Trails Equipment	2023-21-05	320c00522	(1,805)
Reduce 2023 budget per 3rd Quarter capital variance-Additional Transit Buses	2023-21-05	320c00722	(40,274)
Reduce 2023 budget per 3rd Quarter capital variance-Additional Powered Watercraft	2023-21-05	320c01322	(2,366)

2023 REVISIONS

BUDGET AMENDMENTS: COUNCIL REVISIONS	RESOLUTION	PROJECT	AMOUNT
Reduce 2023 budget per 3rd Quarter capital variance- Loader Replacement	2023-21-05	320c03110	(5,000)
Reduce 2023 budget per 3rd Quarter capital variance- Longitudinal Line Survey	2023-21-05	500c00923	(7,642)
Reduce 2023 budget per 3rd Quarter capital variance- Large Volume Commercial Organics Bins	2023-21-05	650c00123	(44)
Reduce 2023 budget per 3rd Quarter capital variance- Arena Swing Gate Replacements - Takhini Arena	2023-21-05	750c00322	(4,750)
Reduce 2023 budget per 3rd Quarter capital variance- Pools Chemical Controller	2023-21-05	750c00423	(13,296)
Amend 2023 capital budget to include a new project: Snow and Ice Control Policy Accessible Stalls	2023-22-09	500c01423	30,000
TOTAL BUDGET AMENDMENTS: COUNCIL REVISIONS			\$ 16,288,267
TOTAL 2023 CAPITAL EXPENDITURE PROGRAM AS AT DECEMBER 31, 2023			\$ 105,567,646

CITY OF WHITEHORSE
2023-2026 CAPITAL EXPENDITURE PROGRAM
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		2023			2024	2025	2026	ALL YEARS
JOB ID & NAME	DEPARTMENT	CAPITAL BUDGET	REBUDGETS & AMENDMENTS	REVISED BUDGET	CAPITAL BUDGET2	CAPITAL BUDGET3	CAPITAL BUDGET4	TOTAL BUDGET
1 100c00122 Landslide	City Manager	2,200,000	1,016,491	3,216,491				3,216,491
2 120c00115 Asset Management	Director, Operations	65,000	514,916	449,916	380,000	380,000	380,000	1,589,916
3 100c00223 Southern Tutchone Place Names - City Buildings	Director, People and Culture	50,000		50,000				50,000
4 201c00121 City of Whitehorse Website Redesign Project - Phase 2	Strategic Communications		6,000	6,000				6,000
5 220c00116 Records Management	Legislative Services		491,227	491,227				491,227
6 220c00121 2021 Municipal Election Pilot Project	Legislative Services		82,414	82,414				82,414
7 220c00220 Policy Development	Legislative Services	100,000	422,059	522,059	270,000			792,059
8 240c00119 Marwell Lift Sanitary Forcemain Repair	Engineering Services	75,276	338,298	413,574				413,574
9 240c00123 Pavement Management System	Engineering Services	300,000		300,000				300,000
10 240c00209 Hillcrest Reconstruction - Phase 2	Engineering Services		663,374	663,374				663,374
11 240c00219 Well 6 Improvements	Engineering Services	200,000	254,510	454,510				454,510
12 240c00220 School Zone Improvements	Engineering Services		311,432	311,432	300,000			611,432
13 240c00221 Active Transportation Pathways Rehabilitation	Engineering Services	10,577	69,043	79,620	100,000		100,000	279,620
14 240c00222 Crestview Water Improvements	Engineering Services		593,722	593,722				593,722
15 240c00311 Range Road South Lift Station	Engineering Services		2,026,018	2,026,018				2,026,018
16 240c00312 Bridge Inspections	Engineering Services	96,000		96,000				96,000
17 240c00320 Utility Stations and Force Main Condition Assessment	Engineering Services	600,000		600,000				600,000
18 240c00321 Downtown Reconstruction - Wood & Jarvis Street	Engineering Services		314,822	314,822				314,822
19 240c00323 Snow Storage Expansion	Engineering Services	200,000		200,000				200,000
20 240c00410 Asphalt Surface Overlay Program	Engineering Services		1,381,155	1,381,155				1,381,155
21 240c00416 Range Road and McIntyre Creek Crossing Repair	Engineering Services	100,000		100,000				100,000
22 240c00417 Range Road and Two Mile Hill Intersection Upgrades - Design	Engineering Services	350,000	200,000	550,000				550,000
23 240c00418 Downtown Reconstruction: Cook Street West (4th to Escarpment)	Engineering Services		502,334	502,334				502,334
24 240c00423 Transportation Corridor Improvements - Evaluation & Design	Engineering Services	150,000		150,000				150,000
25 240c00513 Marwell East - Tlingit Street	Engineering Services	10,000	102,083	92,083				92,083
26 240c00523 Yukon River Crossing Expansion - Options Evaluation	Engineering Services	100,000		100,000				100,000
27 240c00621 McIntyre Drive Traffic Calming	Engineering Services		76,626	76,626	4,200,000			4,276,626
28 240c00622 Copper Haul Road Improvements	Engineering Services		751,771	751,771				751,771
29 240c00623 Neighborhood Traffic Calming	Engineering Services	50,000		50,000				50,000
30 240c00814 Hidden Valley Storm Pond Outfall	Engineering Services		223,487	223,487				223,487
31 240c00821 Chilkoot Way Active Transportation Improvements	Engineering Services		844,591	844,591	2,000,000			2,844,591
32 240c00921 Range Road South Asphalt Path Extension	Engineering Services		113,920	113,920				113,920
33 240c00922 Escarpment Geohazard Risk Mitigation	Engineering Services		76,556	76,556				76,556
34 240c01109 Robert Service Way Riverbank Protection	Engineering Services		198,502	198,502				198,502
35 240c01116 Water & Sewer Study (City Wide)	Engineering Services		275,161	275,161				275,161
36 240c01120 Takhini Sanitary Trunk Main	Engineering Services	9,574,724	344,484	9,919,208				9,919,208
37 240c01122 Storm Water Management Plan	Engineering Services				150,000			150,000
38 240c01216 Transportation Study (City Wide)	Engineering Services	25,000	212,571	237,571				237,571
39 240c01219 Asphalt Path Crossing Improvements	Engineering Services		107,950	107,950				107,950
40 240c01222 Crosstown Watermain	Engineering Services	2,500,000	496,113	2,996,113				2,996,113
41 240c01410 Storm Sewer Upgrades	Engineering Services		54,487	54,487				54,487
42 240c01421 Lewes Boulevard Bus Lane	Engineering Services	110,577	1,098,065	987,488				987,488
43 240c01621 Snow Dump Management Plan	Engineering Services	65,000	36,826	101,826				101,826
44 240c02021 Downtown Fire Hydrant Replacement	Engineering Services	10,000	59,075	69,075				69,075
45 740c00609 Grey Mountain Cemetery Expansion	Engineering Services		467,929	467,929				467,929

CITY OF WHITEHORSE
2023-2026 CAPITAL EXPENDITURE PROGRAM
APPENDIX A: APPROVED

		2023			2024	2025	2026	ALL YEARS
JOB ID & NAME	DEPARTMENT	CAPITAL BUDGET	REBUDGETS & AMENDMENTS	REVISED BUDGET	CAPITAL BUDGET2	CAPITAL BUDGET3	CAPITAL BUDGET4	TOTAL BUDGET
46 260c00109 Office Furniture	Financial Services	50,000	47,755	97,755	50,000	50,000	50,000	247,755
47 260c00120 Implementation of Asset Retirement Obligations Standard	Financial Services		95,022	95,022				95,022
48 280c00122 Job Evaluation System Review	Human Resources		150,000	150,000				150,000
49 280c00221 Human Resource Management System & Employee Satisfaction Survey	Human Resources		44,950	44,950				44,950
50 300c00109 Computer Infrastructure	Business & Technology Systems		46,184	46,184				46,184
51 300c00110 Software Acquisition	Business & Technology Systems	126,400	23,335	149,735	142,000	48,100	34,700	374,535
52 300c00111 Software Licensing Renewals	Business & Technology Systems	863,250	106,143	969,393	866,060	919,850	1,026,200	3,781,503
53 300c00112 Security Cameras	Business & Technology Systems	30,900	129,536	160,436	47,900	45,100	52,600	306,036
54 300c00113 Enterprise Resource Planning (ERP) Development	Business & Technology Systems	90,000	240,932	330,932	70,000	45,000	40,000	485,932
55 300c00117 Land and Building Services Records Digitization	Business & Technology Systems	125,000		125,000	50,000			175,000
56 300c00118 Radio and Location Equipment	Business & Technology Systems	189,800	32,343	222,143	41,100	42,400	63,700	369,343
57 300c00120 Computer Infrastructure - Network and Communications Links	Business & Technology Systems	468,900	413,127	882,027	602,300	340,000	433,900	2,258,227
58 300c00121 Fire Department Radio Upgrades	Business & Technology Systems	210,000	186,002	396,002				396,002
59 300c00122 Learning Management System (LMS)	Business & Technology Systems		59,557	59,557				59,557
60 300c00123 Cyber Security Systems	Business & Technology Systems	401,200		401,200	401,200	401,200	420,076	1,623,676
61 300c00220 Computer Infrastructure - Servers and Storage	Business & Technology Systems	375,000	20,776	395,776	325,000	385,000	250,000	1,355,776
62 300c00221 Water and Waste Services Computerized Maintenance Management System	Business & Technology Systems		295,248	295,248				295,248
63 300c00223 Meeting Room Upgrades	Business & Technology Systems	63,700		63,700	36,400			100,100
64 300c00320 Computer Infrastructure - User Devices and Support	Business & Technology Systems	173,700	168,402	342,102	334,500	496,600	216,900	1,390,102
65 300c00322 Parking Mobile App	Business & Technology Systems		84,199	84,199				84,199
66 300c00323 Fleet Management Telemetry and Tracking	Business & Technology Systems	121,000		121,000	58,680	60,440	62,250	302,370
67 300c00422 Council Chambers IT Renewal	Business & Technology Systems	350,000		350,000	26,000	26,000	26,000	428,000
68 300c00522 Software for Development Approvals Process	Business & Technology Systems	50,000	98,808	148,808				148,808
69 440c00122 Confined Space Communications Kit	Fire		7,562	7,562				7,562
70 440c00209 SCBA Air Management Replacement/Upgrade	Fire	50,000	6,933	56,933	50,000	50,000	50,000	206,933
71 440c00210 Technical Rescue	Fire	25,000	10,663	35,663	25,000	25,000	25,000	110,663
72 440c00309 Turnout Gear Replacement	Fire	72,435		72,435	72,435	72,435	72,435	289,740
73 440c00419 Hazmat Equipment Purchase	Fire	10,000		10,000	10,000			20,000
74 320c00110 One Ton Truck Replacement	Fleet & Transportation Maintenance	120,000	146,994	266,994	160,000	130,000	130,000	686,994
75 320c00111 Major Bus Repairs	Fleet & Transportation Maintenance	50,000		50,000	60,000	60,000	60,000	230,000
76 320c00121 Replacement Heavy Trailer	Fleet & Transportation Maintenance	251,500		251,500				251,500
77 320c00122 Additional Vehicle Water and Waste	Fleet & Transportation Maintenance	79,000		79,000				79,000
78 320c00215 Ice Resurfacer Replacement	Fleet & Transportation Maintenance				450,000			450,000
79 320c00217 Additional Loader Snow Blower	Fleet & Transportation Maintenance	400,000		400,000				400,000
80 320c00221 Replacement Municipal Use Heavy Duty Tractor	Fleet & Transportation Maintenance		245,000	245,000				245,000
81 320c00222 Additional Van Building Maintenance	Fleet & Transportation Maintenance		95,766	95,766				95,766
82 320c00319 Transit Bus Midlife Refurbishments	Fleet & Transportation Maintenance	210,000	11,177	221,177				221,177
83 320c00321 Electric Forklift - Water And Waste Services	Fleet & Transportation Maintenance		114,824	114,824				114,824
84 320c00322 Additional Loader Transportation	Fleet & Transportation Maintenance		530,234	530,234				530,234
85 320c00513 Compost Equipment Replacement	Fleet & Transportation Maintenance		375,434	375,434				375,434
86 320c00522 Additional Parks and Trails Equipment	Fleet & Transportation Maintenance	5,000	212,727	217,727				217,727
87 320c00610 Major Equipment Repairs	Fleet & Transportation Maintenance	170,000	30,570	200,570	140,000	145,000	145,000	630,570
88 320c00613 Five Ton Truck Replacement	Fleet & Transportation Maintenance				215,000			215,000
89 320c00622 Replacement Animal Control Vehicle - Bylaw	Fleet & Transportation Maintenance	93,750		93,750				93,750
90 320c00713 Additional Ride-On Sweeper	Fleet & Transportation Maintenance	136,500		136,500				136,500

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			2023		2024	2025	2026	ALL YEARS
JOB ID & NAME	DEPARTMENT	CAPITAL BUDGET	REBUDGETS & AMENDMENTS	REVISED BUDGET	CAPITAL BUDGET2	CAPITAL BUDGET3	CAPITAL BUDGET4	TOTAL BUDGET
91 320c00722 Additional Transit Buses	Fleet & Transportation Maintenance		1,193,553	1,193,553				1,193,553
92 320c00822 Additional 2 Dump Trucks with 1 Sander - Transportation	Fleet & Transportation Maintenance		627,532	627,532				627,532
93 320c00922 Additional Street Sweeper - Transportation	Fleet & Transportation Maintenance				518,000			518,000
94 320c01022 Additional Grader- Transportation	Fleet & Transportation Maintenance	9,000	594,897	603,897				603,897
95 320c01122 Additional Single Axle Water Truck- Transportation	Fleet & Transportation Maintenance				280,500			280,500
96 320c01209 Mobile Sweeper Replacement	Fleet & Transportation Maintenance				518,000			518,000
97 320c01322 Additional Powered Watercraft	Fleet & Transportation Maintenance	44,500	2,366	42,134				42,134
98 320c01422 Additional One Ton Service Body Truck with Crane	Fleet & Transportation Maintenance	159,000		159,000				159,000
99 320c01522 Additional One Ton Service Body Truck with Crane	Fleet & Transportation Maintenance	159,000		159,000				159,000
100 320c01709 Pickup Truck Replacement	Fleet & Transportation Maintenance	385,000	373,536	758,536	390,000	385,000	290,000	1,823,536
101 320c02109 Van Replacement	Fleet & Transportation Maintenance	280,000	215,388	495,388	180,000	190,000	150,000	1,015,388
102 320c02410 Skid Steer Loader Replacement	Fleet & Transportation Maintenance		89,895	89,895				89,895
103 320c02809 Heavy Truck Replacement	Fleet & Transportation Maintenance		18,644	18,644		330,000	345,000	693,644
104 320c03110 Loader Replacement	Fleet & Transportation Maintenance		530,000	530,000				530,000
105 500c00109 Traffic Signals/Controls Minor Upgrades	Fleet & Transportation Maintenance	205,000		205,000	205,000	60,000	60,000	530,000
106 500c00110 Small Equipment Replacement	Fleet & Transportation Maintenance	75,000	58,690	133,690	80,000	70,000	70,000	353,690
107 500c00116 Major Sidewalk Repairs	Fleet & Transportation Maintenance		28,960	28,960	100,000		100,000	228,960
108 500c00123 Replacement Aerial Apparatus	Fleet & Transportation Maintenance				2,500,000			2,500,000
109 500c00222 Snow and Ice Control Policy Review	Fleet & Transportation Maintenance		71,161	71,161				71,161
110 500c00409 Para Ramp Infills	Fleet & Transportation Maintenance	80,000	75,374	155,374				155,374
111 500c00523 Additional Transit Handy Bus	Fleet & Transportation Maintenance	320,000		320,000				320,000
112 500c00609 Guide Rail & Jersey Barrier Replacement	Fleet & Transportation Maintenance	90,000		90,000		90,000		180,000
113 500c00623 Additional Equipment - Snow and Ice Control Policy	Fleet & Transportation Maintenance	3,968,750		3,968,750				3,968,750
114 500c00709 Unpaved Road Maintenance	Fleet & Transportation Maintenance	100,000		100,000		100,000		200,000
115 500c00723 Additional Pickup Transportation Maintenance Lead Hand	Fleet & Transportation Maintenance	79,000		79,000				79,000
116 500c00823 Additional One Ton Service Body Truck with Crane	Fleet & Transportation Maintenance	159,000		159,000				159,000
117 500c00923 Longitudinal Line Survey	Fleet & Transportation Maintenance	55,000	7,642	47,358	55,000	55,000		157,358
118 500c01023 Additional One Ton Truck	Fleet & Transportation Maintenance	93,000		93,000				93,000
119 500c01323 End Dump Trailer Replacement	Fleet & Transportation Maintenance	90,000		90,000				90,000
120 500c01423 Snow and Ice Control Policy Accessible Stalls	Fleet & Transportation Maintenance	30,000		30,000				30,000
121 580c00122 Modernized Transit Route Implementation	Transit Services		88,275	88,275				88,275
122 580c00123 Free Fare Transit Study	Transit Services	60,000		60,000				60,000
123 650c00121 2023-2033 Solid Waste Management Plan	Water and Waste Services	40,000	211,427	171,427				171,427
124 650c00122 Waste Management Facility Electric Fence & Stormwater Management	Water and Waste Services		99,909	99,909				99,909
125 650c00123 Large Volume Commercial Organics Bins	Water and Waste Services	80,000	44	79,956				79,956
126 650c00221 Wastewater Lagoon Repairs	Water and Waste Services		119,488	119,488				119,488
127 650c00222 Porter Creek Flush Line Repair Vactor 1	Water and Waste Services		984,424	984,424				984,424
128 650c00223 Fall Arrest Equipment Replacement	Water and Waste Services	120,000		120,000				120,000
129 650c00320 Emerging Pollutants: Wastewater Treatment	Water and Waste Services	250,000	19,000	269,000				269,000
130 650c00321 Livingstone Lagoon Desludging	Water and Waste Services		898,543	898,543				898,543
131 650c00322 Enhanced Water Meter Reading System - Hardware Purchase	Water and Waste Services		159,815	159,815				159,815
132 650c00323 2023 Groundwater Protection Plan Update for Water License	Water and Waste Services	100,000		100,000				100,000
133 650c00421 Selkirk Pump House Second Barrier Treatment	Water and Waste Services	2,000,000	913,984	2,913,984				2,913,984
134 650c00422 Sanitary Sewer Grit Assessment & Upgrades	Water and Waste Services		149,933	149,933				149,933
135 650c00521 Waste Management Facility Monitoring Wells Repairs	Water and Waste Services		150,058	150,058				150,058

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		2023			2024	2025	2026	ALL YEARS
JOB ID & NAME	DEPARTMENT	CAPITAL BUDGET	REBUDGETS & AMENDMENTS	REVISED BUDGET	CAPITAL BUDGET2	CAPITAL BUDGET3	CAPITAL BUDGET4	TOTAL BUDGET
136 650c00522 Utility Stations Critical Spares	Water and Waste Services		345,925	345,925				345,925
137 650c00622 Takhini Storm Upgrades	Water and Waste Services		149,847	149,847				149,847
138 650c00623 Utility Stations Mechanical Critical Spares	Water and Waste Services	325,000		325,000				325,000
139 650c00717 Selkirk On-Site Chlorine Generator Spare Reactor Cell	Water and Waste Services	63,000		63,000				63,000
140 650c00723 Hypochlorite Tanks Upgrade	Water and Waste Services	52,000		52,000				52,000
141 650c00818 Whistle Bend Lift Station Standby Pump	Water and Waste Services		20,851	20,851				20,851
142 650c00819 Transfer Station Upgrades	Water and Waste Services	2,200,000	736,799	2,936,799				2,936,799
143 650c00822 Utility Stations SCADA Upgrades	Water and Waste Services		219,750	219,750				219,750
144 650c00823 Waste Composition Study	Water and Waste Services	80,000		80,000	40,000			120,000
145 650c00918 Livingstone Trail Environmental Control Facility Site Upgrade	Water and Waste Services		174,148	174,148				174,148
146 650c00921 Pump Replacement For The Lift Station #1	Water and Waste Services		63,318	63,318				63,318
147 650c00922 Marwell Lift Station Diesel Pumps Upgrade	Water and Waste Services		520,158	520,158				520,158
148 650c01019 Metal Pile - One Year	Water and Waste Services		335,773	335,773				335,773
149 650c01123 Marwell Lift Station - Electric Pump	Water and Waste Services	300,000		300,000				300,000
150 650c01217 Commercial Water Meter Replacements	Water and Waste Services	30,000	104,152	134,152	30,000			164,152
151 650c01323 UDF and Hydrant Maintenance "A"	Water and Waste Services	70,000		70,000				70,000
152 650c01409 Hydrant Infill	Water and Waste Services				50,000	50,000		100,000
153 650c01423 Hydrant Maintenance "B"	Water and Waste Services	220,000		220,000				220,000
154 650c01523 Storm Sewer Maintenance	Water and Waste Services	250,000		250,000				250,000
155 650c02219 Riverdale Aquifer Sewer Camera Inspections	Water and Waste Services		80,734	80,734				80,734
156 700c00120 Economic Development Strategy	Planning & Sustainability Services		74,737	74,737				74,737
157 720c00123 Climate Mitigation and Adaptation Strategy	Planning & Sustainability Services	125,000		125,000				125,000
158 720c00216 6th Avenue Contamination Remediation	Planning & Sustainability Services	20,000	513,679	493,679				493,679
159 720c00220 Tank Farm Master Plan	Planning & Sustainability Services	20,000	136,567	156,567				156,567
160 720c00221 Land Acquisition – 7220 7th Avenue	Planning & Sustainability Services		380,000	380,000				380,000
161 720c00222 Copper Ridge New Development Area	Planning & Sustainability Services		51,616	51,616				51,616
162 720c00322 Site Feasibility & Conceptual Design – City Mixed-Use Commercial Industrial Land	Planning & Sustainability Services		45,184	45,184				45,184
163 720c00422 Zoning Bylaw Rewrite	Planning & Sustainability Services	275,000	22,150	297,150				297,150
164 720c00423 Downtown Commons Project	Planning & Sustainability Services	30,000		30,000				30,000
165 720c00523 Underutilized Site Incentive	Planning & Sustainability Services	50,000		50,000				50,000
166 720c00623 Commercial and Industrial Land Planning and Design Ice Lake Road South	Planning & Sustainability Services	121,000		121,000				121,000
167 740c00122 Rotary Beach Volleyball Court Upgrade	Parks	6,205	30,568	36,773				36,773
168 740c00123 Parks Greenhouse	Parks	65,000		65,000				65,000
169 740c00221 Whistle Bend Phase 3 Playground	Parks	93,761	99,966	6,205				6,205
170 740c00223 Bike Rack Shelter - Shipyards Park	Parks	58,000		58,000				58,000
171 740c00309 Playground Equipment Replacement	Parks	78,795	146,007	224,802	85,000	85,000	85,000	479,802
172 740c00322 Winze Park Pump Track	Parks		240,000	240,000				240,000
173 740c00409 Trail Plan Implementation	Parks	100,000		100,000	100,000	100,000	100,000	400,000
174 740c00523 Accessible Pathway Planning - Long Lake	Parks	65,000		65,000				65,000
175 750c00322 Arena Swing Gate Replacements - Takhini Arena	Recreation		25,250	25,250				25,250
176 750c00423 Pools Chemical Controller	Recreation	50,000	13,296	36,704				36,704
177 750c00811 Wellness Centre Equipment	Recreation	40,000		40,000	25,000	40,000	25,000	130,000
178 320c00318 Building Consolidation Plan - Municipal Services Building Demolition	Property Management		453,031	453,031				453,031
179 320c00420 Robert Service Campground Building	Property Management		2,809,779	2,809,779				2,809,779
180 320c00621 Canada Games Centre Variable Speed Drives and Controls Energy Upgrade	Property Management		40,000	40,000				40,000

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		2023			2024	2025	2026	ALL YEARS
JOB ID & NAME	DEPARTMENT	CAPITAL BUDGET	REBUDGETS & AMENDMENTS	REVISED BUDGET	CAPITAL BUDGET2	CAPITAL BUDGET3	CAPITAL BUDGET4	TOTAL BUDGET
181 320c00811 Fuel Tank Removal/Replacement	Property Management		24,287	24,287				24,287
182 320c00910 Waste Heat Recovery - CGC	Property Management		69,814	69,814				69,814
183 320c01119 Mount McIntyre Upgraded - Construction	Property Management		647,495	647,495				647,495
184 320c01121 Building Consolidation Plan - Water & Waste Services Cold Storage Warehouse	Property Management		1,749,752	1,749,752				1,749,752
185 320c01217 Building Consolidation Plan - Transit/Parks Building Renovations	Property Management		523,517	523,517				523,517
186 320c01311 Aquatic Centre Maintenance	Property Management	75,000	83,870	158,870	75,000	75,000	75,000	383,870
187 320c01317 Building Consolidation Plan - Office Alternative	Property Management	197,000	12,339	209,339	197,000	197,000	197,000	800,339
188 320c01712 Environmental Assessments - Surplus Properties	Property Management		34,146	34,146				34,146
189 320c01716 Building Consolidation Plan - Fire Hall #1 Building	Property Management		116,901	116,901				116,901
190 320c01810 Building Consolidation Plan - Operations Building	Property Management		3,239,783	3,239,783				3,239,783
191 320c02016 Heritage Building Roof Replacement	Property Management		332,876	332,876				332,876
192 360c00123 Whitehorse Operation Building Expansion (Equipment)	Property Management				900,000	5,400,000		6,300,000
193 360c00222 CGC Retile Pool Basin / Deck & Change Rooms	Property Management	550,000		550,000				550,000
194 360c00223 Electric Vehicle (EV) Charging Stations	Property Management	195,000		195,000				195,000
195 360c00422 Whitehorse Operations Building - Lower Escarpment Development	Property Management	900,000		900,000				900,000
196 360c00523 Pump House Facility Repairs	Property Management	400,000		400,000				400,000
197 360c00623 SCBA Clean Room Upgrade (PSB)	Property Management	125,000		125,000				125,000
198 360c00723 Whitehorse Operations Building Expansion	Property Management		15,254,000	15,254,000				15,254,000
199 360c00823 City Hall Energy Efficiencies	Property Management		8,390,000	8,390,000				8,390,000
200 360c00922 Upgrade to Arena Changeroom Showers	Property Management	100,000		100,000				100,000
201 360c00923 Transit Hub: Service Building	Property Management	1,900,000	900,000	2,800,000				2,800,000
202 360c01022 Fire Hall - Whitehorse North	Property Management					500,000	5,250,000	5,750,000
203 750c01411 Flooring Repairs - Facilities	Property Management	75,000		75,000		75,000		150,000
TOTAL ALL JOBS		\$ 39,961,524	\$ 65,606,122	\$ 105,567,646	\$ 17,962,075	\$ 11,524,125	\$ 10,385,761	\$ 145,439,607

CITY OF WHITEHORSE

BYLAW 2024-06

A bylaw to amend the 2023 to 2025 Operating Budget to authorize expenditures that varied from the approved Operating Budget

WHEREAS Section 239 of the *Municipal Act* (R.S.Y. 2002) provides that Council may establish by bylaw a procedure to authorize and verify expenditures that vary from the annual operating budget; and

WHEREAS a number of budget adjustments made throughout 2023 in accordance with the procedures outlined in Budget Bylaw 2022-42 have resulted in an increase in total expenditures greater than what was approved in the 2023 Operating Budget;

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

1. Schedule “1”, attached hereto and forming part of this bylaw, is hereby adopted as a summary of the amendments totalling \$399,170 made to the 2023 Operating Budget throughout 2023.
2. Appendix “A” to Bylaw 2022-42, the 2023 to 2025 Operating Budget, is hereby deleted and replaced by a new Appendix “A” attached hereto and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
2023 OPERATING BUDGET AMENDMENTS
SCHEDULE 1

AMENDMENT	BYLAW / RESOLUTION NUMBER	REVENUE	EXPENSES
APPROVED BUDGET	Bylaw 2022-042	\$ 100,329,754	\$ 100,329,754
BUDGET AMENDMENTS			
Fees and Charges (2nd Quarter changes)	BYLAW 2023-18	18,214	
Fees and Charges (2nd Quarter changes)	BYLAW 2023-18		18,214
Amend Operating budget to receive funding for waste water sample collection from Council of Yukon First Nations	2023-06-05	150,000	
Amend Operating budget for waste water sample collection regarding Council of Yukon First Nations funding	2023-06-05		150,000
Amend Operating Budget to receive contribution for 2023 Graffiti Management program from Crime Prevention and Victim Services Trust Fund	2023-09-04	37,940	
Amend Operating Budget for 2023 Graffiti Management program regarding Crime Prevention and Victim Services Trust Fund	2023-09-04		37,940
Amend Operating budget by adding Main Street Town Square project funded by General Reserve	2023-10-04	105,069	
Amend Operating budget by adding Main Street Town Square project expenditures	2023-10-04		105,069
Amend 2023 Council Donation Budget to accommodate Arctic Inspiration Prize	2023-17-08	5,000	
Amend 2023 Council Donation Budget to accommodate Arctic Inspiration Prize	2023-17-08		5,000
Amend Operating Budget to receive funding for distribution to the Boys and Girls Club of Yukon	2023-22-05	82,967	
Amend Operating Budget for funding distribution to the Boys and Girls Club of Yukon	2023-22-05		82,967
SUMMARY OF AMENDMENTS		\$ 399,190	\$ 399,190
REVISED BUDGET AS AT DECEMBER 31, 2023		\$ 100,728,944	\$ 100,728,944

CITY OF WHITEHORSE
2023-2025 OPERATING BUDGET
APPENDIX A: APPROVED (REVENUES)

	2023 Approved Budget	2023 Revised Budget	2024 Provisional	2025 Provisional
01 General Government				
300 Business & Information Technology Services	1,000	1,000	1,000	1,000
220 Legislative & Administrative Services	940	5,940	940	940
240 Engineering Services	374,405	374,405	377,201	244,296
260 Financial Services	65,307,510	65,307,510	68,362,787	72,040,251
280 Human Resources	125,000	125,000	0	0
360 Property Management	130,109	130,109	132,905	136,014
Total Revenues	\$ 65,938,964	\$ 65,943,964	\$ 68,874,833	\$ 72,422,501
02 Protective Services				
400 Bylaw Services	1,285,096	1,285,096	1,355,096	1,285,096
260 Financial Services	25,000	25,000	25,000	25,000
440 Fire & Emergency Services	20,000	37,753	37,753	37,753
460 Safety Services	20,000	20,000	20,000	20,000
721 Land & Building Services	1,905,862	1,905,862	1,905,862	1,905,862
Total Revenues	\$ 3,255,958	\$ 3,273,711	\$ 3,343,711	\$ 3,273,711
03 Transportation Services				
260 Financial Services	5,390,789	5,390,789	5,969,152	6,025,242
500 Fleet and Transportation Maintenance	493,614	493,614	648,792	434,285
580 Transit Services	1,692,251	1,692,251	1,776,030	1,781,216
Total Revenues	\$ 7,576,654	\$ 7,576,654	\$ 8,393,974	\$ 8,240,743
04 Environmental Services				
260 Financial Services	62,000	62,000	62,000	62,000
720 Planning & Sustainability	25,000	25,000	25,000	25,000
360 Property Management	26,925	26,925	26,925	26,925
650 Water & Waste Services	17,346,706	17,496,706	17,909,609	18,169,365
Total Revenues	\$ 17,460,631	\$ 17,610,631	\$ 18,023,534	\$ 18,283,290
05 Public Health Services				
740 Parks & Community Development	63,306	63,306	63,306	63,306
Total Revenues	\$ 63,306	\$ 63,306	\$ 63,306	\$ 63,306
06 Community Development Services				
721 Land & Building Services	1,273,778	1,273,778	1,273,778	1,273,778
720 Planning & Sustainability	76,000	181,069	76,000	76,000
Total Revenues	\$ 1,349,778	\$ 1,454,847	\$ 1,349,778	\$ 1,349,778
07 Recreation & Cultural Services				
740 Parks & Community Development	235,502	273,442	238,529	240,529
750 Recreation & Facility Services	4,448,961	4,532,389	4,477,209	4,477,209
Total Revenues	\$ 4,684,463	\$ 4,805,831	\$ 4,715,738	\$ 4,717,738
Total	\$ 100,329,754	\$ 100,728,944	\$ 104,764,874	\$ 108,351,067

CITY OF WHITEHORSE
2023-2025 OPERATING BUDGET
APPENDIX A: APPROVED (EXPENSES)

	2023 Approved Budget	2023 Revised Budget	2024 Provisional	2025 Provisional
01 General Government				
100 City Manager	449,038	449,038	455,002	461,206
110 Corporate Services	499,045	293,910	299,771	306,174
140 Community Services	293,910	287,410	299,771	306,174
130 Development Services	303,910	301,910	309,771	316,174
120 Infrastructure and Operations	293,910	293,910	299,771	306,174
160 People and Culture	303,910	303,910	309,771	316,174
300 Business & Information Technology Services	1,917,248	1,917,248	1,955,708	1,997,605
220 Legislative & Administrative Services	1,553,239	1,558,239	1,598,041	1,362,989
240 Engineering Services	1,769,114	1,769,114	1,800,785	1,701,153
260 Financial Services	12,860,487	12,641,027	12,198,493	14,383,010
280 Human Resources	2,364,072	2,364,072	2,430,875	2,467,897
290 Payroll	335,876	309,476	342,866	350,652
360 Property Management	3,165,861	3,165,861	3,330,477	3,379,150
200 Strategic Communications	519,181	519,181	528,716	539,126
900 Strategic Funding	0	205,135	248,818	254,241
Total Expenses	\$ 26,628,801	\$ 26,379,441	\$ 26,408,636	\$ 28,447,899
02 Protective Services				
400 Bylaw Services	2,200,615	2,207,115	2,306,690	2,276,708
440 Fire & Emergency Services	7,426,122	7,443,875	8,031,182	8,643,151
460 Safety Services	400,152	426,552	402,827	406,028
721 Land & Building Services	885,641	885,641	899,404	914,710
360 Property Management	1,195,588	1,195,588	1,114,712	1,042,238
Total Expenses	\$ 12,108,118	\$ 12,158,771	\$ 12,754,815	\$ 13,282,835
03 Transportation Services				
500 Fleet and Transportation Maintenance	18,103,090	18,216,388	20,320,877	20,406,306
360 Property Management	213,492	216,438	218,343	221,468
580 Transit Services	6,223,870	6,327,086	6,928,735	7,267,054
Total Expenses	\$ 24,540,452	\$ 24,759,912	\$ 27,467,955	\$ 27,894,828
04 Environmental Services				
740 Parks & Community Development	57,598	57,598	58,107	58,680
720 Planning & Sustainability	297,330	297,330	301,982	307,140
360 Property Management	400,489	400,489	409,441	415,002
650 Water & Waste Services	16,859,240	17,009,240	17,459,488	17,716,486
Total Expenses	\$ 17,614,657	\$ 17,764,657	\$ 18,229,018	\$ 18,497,308

APPENDIX A 2023-2025 OPERATING BUDGET EXPENSES (CONTINUED)

	2023 Approved Budget	2023 Revised Budget	2024 Provisional	2025 Provisional
05 Public Health Services				
740 Parks & Community Development	164,016	164,016	176,206	178,771
360 Property Management	1,099	1,099	1,099	1,099
Total Expenses	\$ 165,115	\$ 165,115	\$ 177,305	\$ 179,870
06 Community Development Services				
721 Land & Building Services	3,110,465	3,110,465	3,137,995	3,168,421
720 Planning & Sustainability	1,085,394	1,192,463	1,171,133	1,194,239
Total Expenses	\$ 4,195,859	\$ 4,302,928	\$ 4,309,128	\$ 4,362,660
07 Recreation & Cultural Services				
740 Parks & Community Development	3,858,671	3,896,611	3,971,122	4,040,148
360 Property Management	1,292,494	1,292,494	1,326,044	1,344,551
750 Recreation & Facility Services	9,925,587	10,009,015	10,120,851	10,300,968
Total Expenses	\$ 15,076,752	\$ 15,198,120	\$ 15,418,017	\$ 15,685,667
Total	\$ 100,329,754	\$ 100,728,944	\$ 104,764,874	\$ 108,351,067

CITY OF WHITEHORSE

BYLAW 2024-08

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 **Downtown Urban Gardeners Society** for the lease of a parcel of land for a ten-year period from July 1, 2023 to and including September 30, 2033;

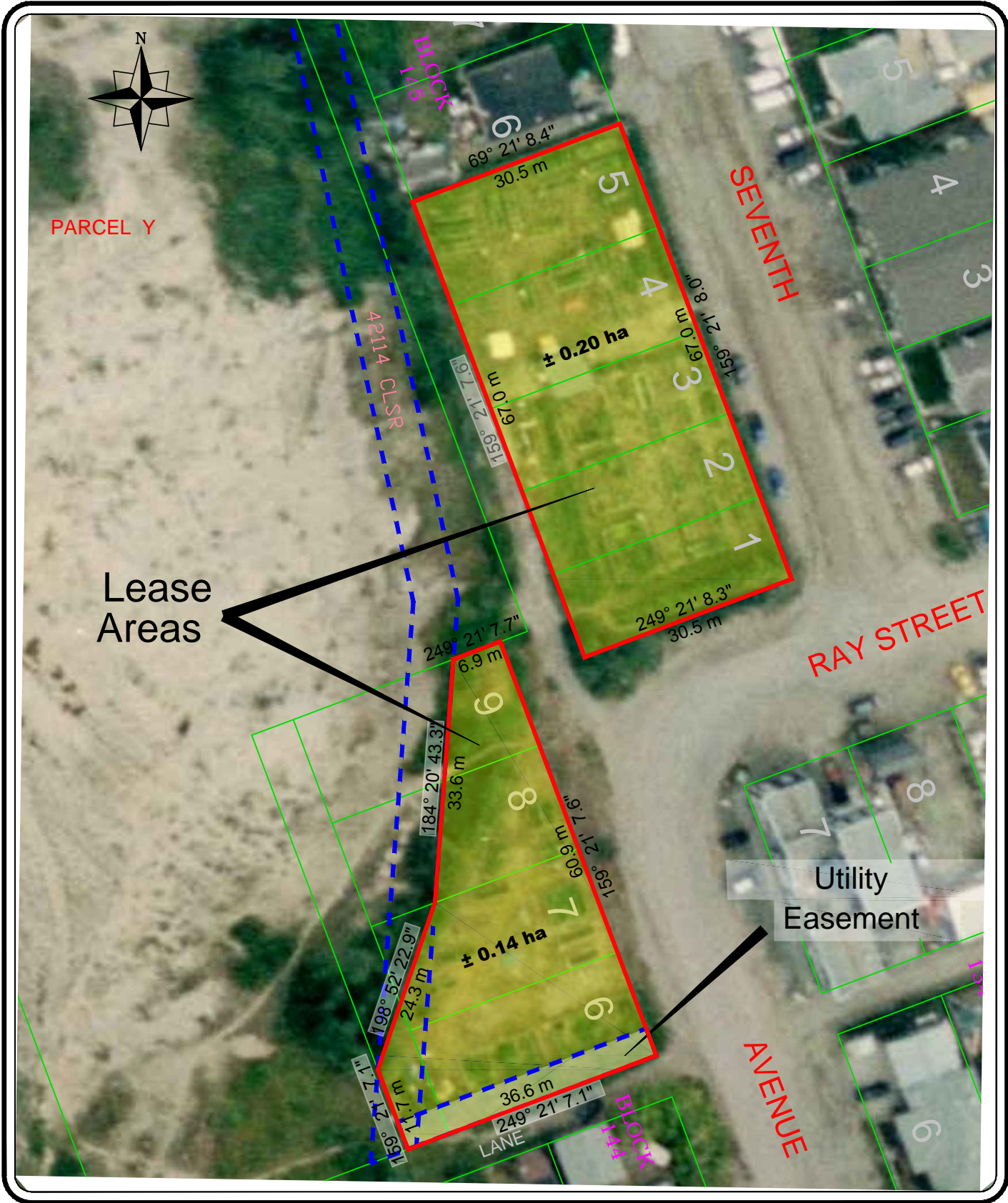
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with the Downtown Urban Gardeners Society with respect to Lot 6, and a portion of Lots 7-9, Block 144, Lots 1-5, Block 145, and a portion of Lane, Block 144, Plan 20148 LTO, Whitehorse, Yukon, comprising approximately 0.34 hectares in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services



SCALE: NTS	DWN. BY: MLB
DATE: Jan 22, 2024	CKD:
REV.	
I:\AAA_Lease Agreements\DUGS*.dwg	

CITY OF WHITEHORSE	
APPENDIX A - Downtown Urban Gardeners Society Lease 7202 - 7218 7th Avenue, Downtown Whitehorse	



THIS LEASE AGREEMENT, made the _____ day of _____, 2024 in triplicate, to be effective as of and from the 1st day of July, 2023.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act* (the “Landlord”).

AND:

The Downtown Urban Gardeners Society, a society duly incorporated pursuant to the provisions of the *Societies Act* (the “Tenant”).

W H E R E A S:

A. The Landlord is the owner of the Lands described in Paragraph 1.1 herein; and

B. The Tenant desires to lease the Lands for the purpose of operating a Community Garden, in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered or entitled to be registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant more particularly described as follows:

Lot 6 and a portion of Lots 7-9, Block 144, Lots 1-5, Block, and a portion of Lane, Block 144, City of Whitehorse, Yukon Territory, Plan 20148 LTO, comprising approximately 0.34 hectares and shown outlined in bold red line on the sketch attached hereto as Schedule “A”.

(hereinafter referred to as the “Lands”)

1.2 Term

To have and to hold the Lands and all improvements located thereon, including but not limited to fencing, temporary sheds/buildings, planter boxes, water tank, and other gardening related items (the “Premises”) for and during the term of this Lease for a period of ten (10) years, commencing on the 1st day of July, 2023 to and including the 30th day of September, 2033.

1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of Ten dollars (\$10.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance on or before July 1st of each year during the term hereof.

1.4 Property Taxes

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

1.5 Utilities

The Tenant shall be responsible for all rates and charges for utilities that are not billed separately to the Tenant and are paid for by the Landlord;

1.6 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 or their occupancy by the Tenant shall be borne by the Tenant excepting as otherwise expressly provided herein.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant address in Section 9.5 hereof, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;
- (d) *Water Services* - The Tenant shall pay all costs associated with installation, upgrade, or repair of water services to the Lands and Premises;
- (e) *Care of Lands and Premises* - The Tenant shall take good care of the Lands and Premises and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands in such condition;
- (f) *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 on the Lands. These provisions ensure that recyclable and organic waste are separated and diverted from the landfill as required by the Waste Management Bylaw. All costs associated with waste diversion shall be the responsibility of the Tenant;
- (g) *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;
- (h) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(i), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this lease to another society or organization or in the event that a sublease or licence for a portion of the Lands to any person is required to further the development of the Lands in accordance with the terms of this Lease. In the event that consent to the assignment or subleasing to another society or organization or the subleasing or licensing of a portion of the Lands 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 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;

- (i) *Use of Lands and Premises* - The Tenant shall not use the Lands nor allow the Lands to be used for any purpose other than as a “Community Garden” and “Hobby Agriculture – Apiary”, as well as associated secondary uses as provided for by the current zoning of the Lands being “PEX(a)”, or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands shall not be used to provide or supply programs or services on or off of the Lands, in other locations, in competition with privately owned and operated business;
- (j) *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 or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (k) *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, 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 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;
- (l) *By-Laws* - The Tenant shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands, 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;
- (m) *Alterations* - The Tenant shall not make any alterations, installations, improvements, including fencing, or changes of any kind to the Lands without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (n) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands any goods, chattels or fixtures moved into the Lands, 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;

- (o) *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;
- (p) *Ownership of Existing or Future Structures* – Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord;
- (q) *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 shall not cause or permit any mechanic's lien to be registered against the Lands 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;
- (r) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the community garden within the Lands 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 within the Lands is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (s) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands at all reasonable times;
- (t) *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 for or in connection with the supply of any service or utility to any part of the Lands;
- (u) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands;
- (v) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (w) *Use of Facility* - The Tenant shall provide access to the Lands and membership in the Whistle Bend Garden 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;

- (x) *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;
- (y) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with a community garden development, maintenance and management. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands 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 shall be made in accordance with industry best practices and standards;
- (z) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord; and
- (aa) *Encumbrances* - The Tenant acknowledges that the Lands are encumbered by an easement in favour of the Yukon Electrical Company Limited ("YECL") and a caveat in favour of Yukon Hydro Co. Ltd, as shown on Appendix A. The Tenant further acknowledges that it will provide for offices, employees, or agents of these encumbrance holders access to the subject areas, at all reasonable times. The Tenant is not to construct, install erect or maintain any building, structure, concrete foundations or footings, improvement or any other obstruction of a permanent nature under, on or above any portion of the encumbered areas, without written prior consent of the Landlord.

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands 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; and
- (b) *Off-site erosion and drainage issues* – The Landlord accepts responsibility for all off-site erosion and drainage impacts to the Lands and Premises and shall sufficiently maintain and repair the adjacent slope so as not to negatively impact the Tenant's use of the Lands and Premises;

4. Rights and Remedies of the Landlord

4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Landlord re-enters the Lands 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 during the remainder of the term after deducting the Landlord's costs of re-letting the Lands.

4.2 Right of Termination

Upon the Landlord becoming entitled to re-enter upon the Lands, 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 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 become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Status as a Society

In the event the Tenant is dissolved, wound up or struck from the Corporate Registry, fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, or is otherwise no longer a not-for-profit society or organization, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect.

4.5 Dissolution of Society

Where all of the Tenant's fixed assets are affixed solely to the Lands, the Tenant's Constitution and/or Bylaws must include an unalterable dissolution clause which provides that upon dissolution of the society, its assets must firstly be distributed to another non-profit society operating within the City of Whitehorse, in good standing with the Registrar of Societies, with similar objectives, and only failing to transfer its assets to another non-profit society with similar objectives, would the Tenant's fixed assets be distributed to the City.

4.6 Distress

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands 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 to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.9 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 3% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

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

- (a) any breach by the Tenant of any of the provisions of this Lease;
- (b) any act or omission of the Tenant of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Lands;
- (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 Lands by or with the invitation, license or consent of the Tenant;
- (d) any damage, destruction or need of repair to any part of the Lands 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;
- (f) and this Indemnity shall survive the expiration or earlier termination of this Lease. In the

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

5.2 Indemnity by Landlord

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

- (a) any breach by the Landlord of any of the provisions of this Lease;
- (b) any act or omission of the Landlord or any of its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible on the Lands; and
- (c) any injury, death or damage to persons or property of the Landlord or its servants, agents, employees, contractors or any other persons on the Lands by or with the invitation or consent of the Landlord;

except for any latent or patent defect in the Lands, 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 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. This

public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

7. Hazardous Substances

7.1 Definitions

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

- (a) radioactive materials;
- (b) explosives, excluding lawfully possessed fireworks and lawfully conducted exploding novelty acts;
- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (d) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property;
 - (iii) causes damage to plant life or to property;
- (e) toxic substances; or
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands.

7.2 Compliance with Laws

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

7.3 Discharge

The Tenant shall not discharge or permit the discharge of any oil or grease or any deleterious, objectionable, dangerous materials or Hazardous Substance into any water course, culvert, drain or sewers in, under or near the Lands. The Tenant shall take as reasonable measures for ensuring that any discharge effluent shall not be corrosive, poisonous or otherwise harmful or to cause obstruction, deposit or pollution to any waters, ditches, water course, culverts, drains or sewers, nor to or within any sewage disposal works nor to the bacteriological process of sewage purification. The Tenant shall forthwith, at the Landlord's request, provide facilities for testing and monitoring the effluent from the Tenant's operations and shall permit the Landlord and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Tenant's expense. The Tenant shall construct, maintain and operate every furnace and burner used on the Lands so as to substantially consume or burn the smoke arising there from and shall not use or suffer any furnace or burner to be used negligently. The Tenant shall not cause or permit any grit, dust, noxious or offensive effluvia or Hazardous Substance to be emitted from any engine, furnace, burner or apparatus on the Lands without using the best practicable means reasonably available for preventing or counteracting such emissions.

7.4 Ownership of Hazardous Substances

If the Tenant brings onto or creates upon the Lands any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Lands, 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 notwithstanding the expiry or earlier termination of this Lease.

7.5 Access to Information

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Tenant covenants and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Tenant shall, at its own expense, comply with all the laws and regulations from time to time in force regulating the manufacture, use, storage, transportation or disposal of Hazardous Substance and shall make, obtain and deliver all reports and studies required by governmental authorities having jurisdiction.

8. Termination

8.1 Termination

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate this Lease by giving notice in writing at least twelve (12) months before such determination; and on the day following the date specified in the notice, this Lease is terminated.

9. General Provisions

9.1 Subordination

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Landlord against the Lands. 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 ventures between the parties hereto, their only relationship being that of landlord and tenant.

9.3 Overholding

If the Tenant continues to occupy the Lands 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:

The City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon Territory, Y1A 1C2
Attention: Manager, Land & Building Services
Email Address: land@whitehorse.ca

If to the Tenant:

The Downtown Urban Gardeners Society
18 Blanchard Road
Whitehorse, Yukon Territory, Y1A 4T7
Attention: Randy Lamb, President
Email Address: randy.lamb@yukon.ca

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

9.6 Solicitor and Client Costs

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without

limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 Joint and Several Covenants

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

9.8 Binding Agreement

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant without the express written consent of the Landlord, which may be arbitrarily and unreasonably withheld.

9.9 Interpretation of Words

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

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

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

9.12 Acceptance by Tenant

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

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

c/s

) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed in the presence of:
)
)
) _____
) Laura Cabott, Mayor
)
)
) _____
) Corporate Services

 Witness to signature

 (Print Name of Witness)

) **The Downtown Urban Gardeners Society**
) By its authorized signatories:
)
)
) _____
) Randy Lamb, President
)
)
)

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 **Randy Lamb**, named in the within instrument, who identified himself to me to be the person named therein, duly sign and execute the same as the authorized signatory for **The Downtown Urban Gardeners Society** 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

Catherine Dyson
Print Name of Notary Public

Commission expires on:
October 31, 2028

Witness Signature

(Print Name of Witness)

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

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

- 1) I am a **Director** of **The Downtown Urban Gardeners Society** (the “Society”).
- 2) I subscribed my name on behalf of the Society to the attached instrument.
- 3) I am authorized by the Society to subscribe my name to the attached instrument.
- 4) The Society exists as of the date hereof.

Severally Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
this ____ day of _____, 2024.)

A Notary Public in and for
the Yukon Territory

Catherineson
Print Name of Notary Public

Commission expires on:
October 31, 2028

Randy Lamb, Director

SCHEDULE “A”
The Downtown Urban Gardeners Society Lease Area

CITY OF WHITEHORSE

BYLAW 2024-12

A bylaw to authorize the write off of uncollectible accounts

WHEREAS Section 233 of the *Municipal Act* (R.S.Y. 2002) provides for the cancellation of tax arrears where such taxes are not secured against land in the municipality and arrears of fees, penalties, municipal charges or interest charges; and

WHEREAS Section 60 of the *Assessment and Taxation Act* provides for the discharge of certain taxes; and

WHEREAS it has been determined that certain debts outstanding to the account of the City of Whitehorse are uncollectible;

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

1. The debts hereinafter described are written off:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2022	Non-Yukon Parking Fines	\$ 18,250.00
2015	Uncollectible Bylaw Fines	<u>\$ 54,620.01</u>
	Total	<u>\$ 72,870.01</u>

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

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

Write Off Uncollectible Accounts Bylaw 2024-12

Explanatory Notes:

A bylaw is required to write off uncollectible accounts. The accounts outlined in this bylaw are deemed uncollectible for the following reasons:

Non-Yukon Parking Fines

The City does not receive information for vehicles not licensed in the Yukon therefore, there is no recourse to collect these fines. Currently, parking fines issued to non-Yukon license plates have an approximate 45% collection rate. The fines included in this Bylaw were issued in 2022.

Uncollectible Bylaw Fines

Collection agencies have restrictions on debt collection they will take on, and as such, we are not able to pursue collection action on many of these fines. Yukon Motor Vehicles assists the City with the collection of parking fines by refusing renewal of registration and licensing for owners with more than \$100.00 in fines.

CITY OF WHITEHORSE

BYLAW 2024-17

A bylaw to authorize a local improvement charge for urban electrification

WHEREAS in 1989 council approved the concept of assisting taxpayers to bring electrical service to their property via the imposition of a local improvement charge; and

WHEREAS the owners of the property located at Lot 1619, Block 105/D14, Plan 100044223, Whitehorse YT, have applied under the Urban Electrification Program for a local improvement to assist them in providing power to the property; and

WHEREAS sections 267 to 271 of the *Municipal Act* require that a bylaw to provide for and authorize a local improvement will contain specific information pertaining to the local improvement and the procedures to be followed in passing the bylaw; and

WHEREAS the actual cost of the said construction is estimated to be \$16,800.00, of which \$16,800.00 will be raised by way of a special tax assessment, and

WHEREAS in order to construct and complete the project it will be necessary to fund up to the sum of \$16,800.00 from the City; and

WHEREAS the estimated life of the project exceeds ten years;

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

1. A work of local improvement, being the electrification of the property described as Lot 1619, Block 105/D14, Plan 100044223, Whitehorse YT, Roll #371141619, located at 9 Stehelin Drive, is hereby authorized.
2. The parcel of land benefiting from this work of local improvement is as set out in section 1 of this bylaw.
3. The total cost of the local improvement has been determined by ATCO Electric Yukon.
4. The cost of the work is to be paid for by way of a special assessment to be levied on the parcel described in section 1 of this bylaw.
5. For the purposes aforesaid, the sum of up to \$16,800.00 is to be funded by the City.
6. The sum of \$16,800.00 is to be collected by way of a special assessment as provided in section 7 of this bylaw.
7. There is hereby imposed on the land described in section 1 of this bylaw a special assessment under the *Assessment and Taxation Act*. This equates to an annual fee in the amount of \$2,414.10 for each of ten years. This sum is the amount

Local Improvement for Urban Electrification Bylaw 2024-17

necessary to pay the annual amount of interest and principal falling due in each year, computed at the prime business rate of 7.2% as at January 10, 2024. The said special assessment shall be in addition to all other rates and taxes.

- (1) The property owners have the option of paying the total property charge prior to its due date, or of paying the equal annual instalments each of ten years, commencing on July 2, 2024.
 - (2) The property owners may reduce the balance owing on the total property charge by making a lump sum payment in any year during the life of the bylaw. Such lump sum payments shall be accepted only in the month of January each year.
 - (3) The property owners may also pay off the balance owing at any point during the ten-year life of the bylaw.
8. The provisions of this bylaw shall come into full force and effect upon final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2024-04

A bylaw to authorize the allocation of various grants for the year 2023

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:

Laura Cabott, Mayor

Corporate Services

APPENDIX A
2023 UMBRELLA GRANTS SUMMARY
BYLAW 2024-04

COMMUNITY CLEAN-UP GRANTS

Per provisions of the Community Clean-up Grant Policy

DESCRIPTION	RESOLUTION #	IN KIND	AMOUNT
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	AMOUNT
32125 Yukon Inc.	n/a	-	12,843.03
45358 Yukon Inc	n/a	-	16,439.72
45359 Yukon Inc	n/a	-	16,439.72
535756 Yukon Inc.	n/a	-	61,054.66
536754 Yukon Inc	n/a	-	96,971.38
650139 NB Inc.	n/a	-	14,122.82
Albisser, David & Clohosey, Shannon	n/a	-	1,758.88
Blood Ties Four Directions Centre Society	n/a	-	1,147.45
Burke, Ryan	n/a	-	1,155.88
Buurman, Michael & Naoko	n/a	-	372.64
Council of Yukon First Nations	n/a	-	20,000.00
Da Daghay Development Corp	n/a	-	37,528.82
Dickson, Emma	n/a	-	1,210.20
Gilday Holdings Limited	n/a	-	8,328.17
Grey Mountain Housing Society	n/a	-	1,963.68
Harms, Kathryn	n/a	-	6,578.45
Hartling & Hartling	n/a	-	13,930.25
Hatton, Barret & Janes, Joelle	n/a	-	1,856.14
Javed, Muhammad and Rashida	n/a	-	9,177.16
KBC Developments	n/a	-	50,000.00
Lowe, Myrna	n/a	-	1,243.94
McKee, Shelly-Ann	n/a	-	832.31
Northern Vision Development Ltd.	n/a	-	117,237.84
Sate at Home	n/a	-	20,000.00
Solberg, Jon and Eng Khoon Chua	n/a	-	4,999.14
Tien, Helena	n/a	-	1,243.94
Tolkamp, David	n/a	-	557.88
Van Gulick, Judith	n/a	-	1,126.79
Zhen, Yong Hua	n/a	-	2,898.21
TOTAL DEVELOPMENT INCENTIVE GRANTS		\$ - \$	523,019.10

**APPENDIX A
CITY OF WHITEHORSE
2023 UMBRELLA GRANTS BYLAW 2024-04**

DIVERSION CREDIT GRANTS

Per provisions of the Solid Waste Diversion Credit Policy

DESCRIPTION	RESOLUTION #	IN KIND	AMOUNT
P&M Recycling (per estimate)	n/a	-	25,488.81
Raven Recycling (per estimate)	n/a	-	124,511.19
TOTAL DIVERSION CREDIT GRANTS		\$ - \$	150,000.00

ENVIRONMENTAL GRANTS

Per Council resolutions and provisions of the Environmental Grant Policy

DESCRIPTION	RESOLUTION #	IN KIND	AMOUNT
Carrie's House Family Day Home	2023-21-06	-	2,042.84
Child Development Centre	2023-21-06	-	6,605.93
Whistle Bend Garden Society	2023-21-06	-	11,041.37
Whitehorse Aboriginal Women's Circle	2023-21-06	-	4,979.79
TOTAL ENVIRONMENTAL GRANTS		\$ - \$	24,669.93

FESTIVAL AND SPECIAL EVENTS GRANTS

Per Council resolutions

DESCRIPTION	RESOLUTION #	IN KIND	AMOUNT
All-City Band Society	2023-20-03	-	1,000.00
Association Franco-Yukonnaise	2023-20-03	-	2,180.00
CHON_FM Indigenous Radio	2023-20-03	-	5,680.00
Fiddleheads Yukon Organization	2023-20-03	-	4,980.00
Kwanlin Dun Cultural Society	2023-20-03	-	3,180.00
Nakai Theatre Ensemble	2023-20-03	5,962.51	3,180.00
Royal Canadian Legion Branch 254	2023-20-03	1,485.37	3,180.00
The Heart of Riverdale Community Centre	2023-20-03	-	4,180.00
Whitehorse Cross Country Ski Club	2023-20-03	-	4,430.00
Yukon Arts Centre	2023-20-03	-	3,180.00
Yukon Film Society	2023-20-03	3,307.50	4,470.00
Yukon First Nations Culture and Tourism Association	2023-20-03	6,139.46	4,470.00
Yukon Quest International Association (Canada)	2023-20-03	6,665.70	2,180.00
Yukon Sourdough Rendezvous Society	2023-20-03	20,640.85	3,710.00
TOTAL FESTIVAL AND SPECIAL EVENTS GRANTS		\$ 44,201.39 \$	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	AMOUNT
Arctic Inspiration Prize	2023-17-08	-	5,000.00
Council of Yukon First Nations	n/a	4,000.00	20,000.00
Food For Fines Program	2023-21-04	2,245.00	9,945.00
Royal Canadian Legion Branch 254	2023-12-07	800.00	5,000.00
Softball Yukon (per Memorandum of Understanding)	n/a	-	3,525.26
Yukon Anti-Poverty Coalition	n/a	-	10,000.00
Yukon Cares	2023-15-05	-	1,500.00
Yukon Learn Society	2023-09-06	-	1,000.00
TOTAL MISCELLANEOUS DONATIONS AND GRANTS		\$7,045.00 \$	55,970.26

APPENDIX A
CITY OF WHITEHORSE
2023 UMBRELLA GRANTS BYLAW 2024-04

RECREATION GRANTS

Per Council resolutions			
DESCRIPTION	RESOLUTION #	IN KIND	AMOUNT
Alpine Club of Canada-Yukon Chapter	2023-09-05	-	2,100.00
Alpine Ski Association	2023-09-05	-	7,000.00
Arctic Edge Skating Club	2023-09-05	-	7,000.00
Biathlon Yukon	2023-09-05	-	4,000.00
Boreal Adventure Running Association	2023-09-05	-	1,500.00
Community Choir of Whitehorse Society	2023-09-05	-	7,200.00
Freedom Trails	2023-09-05	-	4,000.00
Friends of Mount Sima	2023-09-05	-	9,040.00
Granger Community Association	2023-09-05	-	1,006.21
Gwaandak Theatre Society	2023-09-05	-	7,000.00
Jazz Yukon	2023-09-05	-	2,750.00
Larrikin Entertainment Ensemble	2023-09-05	-	7,000.00
Mountain View Golf Course	2023-09-05	-	3,000.00
Music Yukon	2023-09-05	-	7,000.00
Nakai Theatre Ensemble	2023-09-05	-	4,000.00
Nlaye Ndasadaye Daycare	2023-09-05	-	3,900.00
Snowboard Yukon	2023-09-05	-	8,000.00
Special Olympics Yukon	2023-09-05	-	3,000.00
Sport Yukon	2023-09-05	-	4,000.00
The Guild Society	2023-09-05	-	4,000.00
The Heart of Riverdale	2023-09-05	-	11,000.00
The Victoria Faulkner Women's Centre	2023-09-05	-	7,000.00
Whitehorse Bike Kitchen Taskforce	2023-09-05	-	5,500.00
Whitehorse Concerts	2023-09-05	-	2,500.00
Whitehorse Cross Country Ski Club	2023-09-05 / 2023-19-05	-	10,000.00
Whitehorse Curling Club	2023-09-05 / 2023-19-05	-	4,980.00
Whitehorse Glacier Bears Swim Club	2023-19-05	-	10,500.00
Whitehorse Rapids Speed Skating Club	2023-19-05	-	1,672.13
Whitehorse United Football Club	2023-19-05	-	6,044.21
Whitehorse Women's Hockey	2023-19-05	-	10,500.00
Yukon Art Society	2023-19-05	-	10,000.00
Yukon Arts Centre Corporation	2023-09-05	-	7,000.00
Yukon Breeze Sailing Society	2023-09-05	-	4,500.00
Yukon Canoe and Kayak Club	2023-09-05	-	9,500.00
Yukon Church Heritage Society	2023-09-05	-	4,000.00
Yukon Circus Society	2023-19-05	-	4,000.00
Yukon E-Sports Alliance	2023-09-05	-	9,000.00
Yukon Little League	2023-19-05	-	7,000.00
Yukon Summer Music Camp Society	2023-09-05	-	11,000.00
Yukon Theatre For Young People Society	2023-19-05	-	7,000.00
TOTAL RECREATION GRANTS		\$ -	\$239,192.55

**APPENDIX A
CITY OF WHITEHORSE
2023 UMBRELLA GRANTS BYLAW 2024-04**

YOUTH RECREATION PROGRAMMING GRANTS

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

DESCRIPTION	RESOLUTION #	IN KIND	AMOUNT
Boys and Girls Club	n/a	-	20,000.00
Boys and Girls Club	2023-22-05	-	82,967.00
Kids Recreation Fund	n/a	-	12,000.00
Youth of Today Society	n/a	-	20,000.00
TOTAL YOUTH RECREATION PROGRAMMING GRANTS		\$ -	\$ 134,967.00

TOTAL 2023 UMBRELLA GRANTS	\$	51,246.39	\$	1,202,118.84
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GRAND TOTAL 2023 UMBRELLA GRANTS (Including In Kind)	\$	1,253,365.23
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CITY OF WHITEHORSE

BYLAW 2024-13

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

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

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

WHEREAS it has become necessary to increase the 2024 to 2027 Capital Expenditure Program to provide for advance re-budgeting of the below 2023 Capital Project;

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

1. The 2024 to 2027 Capital Expenditure Program is hereby amended by increasing the 2024 Capital Budget in the amount up to \$735,335 to provide for the expenses related to the Livingstone Lagoon Desludging project.
2. This bylaw shall come into full force and effect upon final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services