

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, January 22, 2024 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

## **PROCLAMATIONS**

Bell Let's Talk Day (January 24, 2024)

## **DELEGATIONS**

## **DEVELOPMENT SERVICES COMMITTEE**

1. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. New Business

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. New Business

## **CORPORATE SERVICES COMMITTEE**

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
6. New Business

## **CITY PLANNING COMMITTEE**

1. Public Input Report – Conditional Use Application – 3 and 5 Garden Road
2. Copper Ridge Master Plan
3. Lease Agreement Renewal – Downtown Urban Garden Society
4. Housing Accelerator Fund – In-camera
5. New Business



**PROCLAMATION**  
**BELL LET'S TALK DAY**  
**January 24, 2024**

**WHEREAS** the City of Whitehorse supports the mental wellbeing of its residents and staff and Bell Let's Talk Day is a day of conversation, support, and positive change for mental health; and

**WHEREAS** the City of Whitehorse recognizes simple actions like learning about ways to support friends or looking for ways to create change in your workplace or community can make a difference for those people affected by a mental illness or mental health issue; and

**WHEREAS** the City of Whitehorse will raise a flag to celebrate Bell Let's Talk Day and encourages all citizens to play a part and help create positive change;

**THEREFORE, I,** Mayor Laura Cabott, do hereby proclaim Wednesday, January 24, 2024 as Bell Let's Talk Day in the City of Whitehorse.

Laura Cabott  
Mayor

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



**Chair:** Dan Boyd

**Vice-Chair:** Mellisa Murray

January 22, 2024

Meeting #2024-02

- 
1. New Business

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



**Chair:** Jocelyn Curteanu

**Vice-Chair:** Michelle Friesen

January 22, 2024

Meeting #2024-02

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1. New Business



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



**Chair:** Kirk Cameron

**Vice-Chair:** Ted Laking

January 22, 2024

Meeting #2024-02

- 
1. New Business

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



**Chair:** Mellisa Murray

**Vice-Chair:** Kirk Cameron

January 22, 2024

Meeting #2024-02

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1. New Business

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



**Chair:** Ted Laking

**Vice-Chair:** Jocelyn Curteanu

January 22, 2024

Meeting #2024-02

- 
1. Commencement Report – Copper Haul Road Improvements  
Presented by Taylor Eshpeter, Manager, Engineering Services
  2. Write-off Uncollectable Accounts  
Presented by Svetlana Erickson, Manager, Financial Services
  3. Authorization of Tax Lien Summary List  
Presented by Svetlana Erickson, Manager, Financial Services
  4. 2023 Umbrella Budget Amendments  
Presented by Svetlana Erickson, Manager, Financial Services
  5. Urban Electrification Local Improvement  
Presented by Svetlana Erickson, Manager, Financial Services
  6. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	January 22, 2024
<b>RE:</b>	Commencement Report – Copper Haul Road Improvements

### **ISSUE**

Council approval to commence the procurement of construction services for project 240c00622 Copper Haul Road Improvements.

### **REFERENCE**

- [Procurement Policy 2020-03](#)
- [2024-2027 Capital Expenditure Program](#)
- 2023-2026 Capital Expenditure Program 240c00622 Copper Haul Road Improvements
- Copper Haul Road Improvements Drawing (Appendix A)

### **HISTORY**

In accordance with Section 3.1.1 of the Procurement Policy 2020-03, Council authorization is required prior to the commencement of procurements with an estimated value of \$500,000 or more and of procurements less than \$500,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest. This procurement is anticipated to be over \$500,000.

The Copper Haul Improvements Project involves replacing culverts and stabilizing the road on the north end of Copper Haul Road. For 2024, two large diameter twin culverts will be replaced with a larger pipe arch to address ongoing issues with the existing culverts.

Funding for this project was first approved in the 2022-2025 Capital Expenditure Program and funds have been carried forward since then. This project is funded entirely from the Canada Community-Building Fund and a Transfer Payment Agreement is in place.

### **ALTERNATIVES**

1. Authorize Administration to commence the procurement for project 240c00622 Copper Haul Road Improvements; or
2. Refer the matter back to Administration.

### **ANALYSIS**

In the spring of 2021 and 2022 Fish Creek overtopped Copper Haul Road making it impassable. The flooding was due to a combination of events including frost jacking and erosion around the existing culverts. Above average snowpack likely exacerbated these factors. The City Engineering Department retained a consultant through a competition to provide engineering services including detailed design with Hydrological and Hydraulic Analysis, permitting, tendering and construction services.

Proposed construction work for 2024 includes removing two culverts and replacing them with an engineered pipe arch complete with fish baffles for safe passage. This improvement will reduce the risk of future wash outs at this location. Assessments

indicate that this is the most cost-effective solution and that rehabilitating the existing culverts is not feasible. All permitting is in place (e.g. YESAB and Water Licence).

The 2023-2026 capital expenditure program included \$751,771 of budget for this project and included scope for detailed design, permitting, and construction services. Engineering services for detailed design and permitting are now completed and the amount available to re-budget to 2024 to complete the construction is approximately \$632,596. The procurement of construction services will commence in February of 2024, with award of a construction contract being subject to the re-budget of the 2023 funds as part of the City's regular re-budget process.

Future improvements, tentatively scheduled for 2025 in the 2024-2027 Capital Expenditure Program will include replacing three additional culverts and fortifying the existing road within this area, all of which are less critical than the proposed work for 2024.

#### Purchasing

A Request for Tender (RFT) will be publicly issued and the lowest compliant bid will be eligible for contract award. Purchase approval will be obtained in accordance with the Procurement Policy.

#### Procurement Policy Principles

**Compliance:** The RFT will follow City policy and procedures for procurements.

**Supplier Access, Transparency, and Fairness:** The RFT will be publicly available on the City's e-procurement platform, [www.whitehorse.bonfirehob.ca](http://www.whitehorse.bonfirehob.ca)

**Best Value:** The RFT will be publicly advertised and awarded to the lowest compliant bidder that can meet the specifications set by the City.

**Efficient and Effective Procurement:** The procurement of construction services for drainage projects has been successfully completed numerous times in the past by the City.

**Local Procurement:** Local contracting expertise is known to exist for this type of work.

**Sustainable Procurement:** The RFP document will be available electronically, and only electronic submissions will be accepted

#### Tentative Project Schedule

<u>Item</u>	<u>Proposed date(s)</u>
Issue solicitation document	February 2024
Issue Purchase Order/Contract	April 2024
Start of Project	July 2024
Construction Completion Certificate	October 2024
Final Acceptance Certificate	October 2025

#### **ADMINISTRATIVE RECOMMENDATION**

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





SCALE:	DRAWN:
NTS	RSC
DATE:	CHECKED:
JAN 12, 2023	
DRAWING:	
REVISION:	

COPPER HAUL ROAD IMPROVEMENTS

CULVERT REPLACEMENT LOCATION





## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	January 22, 2024
<b>RE:</b>	Write-off Uncollectible Accounts

### **ISSUE**

The cancellation of uncollectible accounts receivable.

### **REFERENCE**

- Section 233 of the *Municipal Act (R.S.Y. 2002)*

### **HISTORY**

The City follows the Generally Accepted Accounting Principles (GAAP) established by the Public Sector Accounting Board. On occasion, fees and charges are levied and recorded that cannot subsequently be collected. GAAP requires that the unrealizable amounts be written off against existing allowances to accurately record the reduced likelihood of collection.

### **ANALYSIS**

In all cases listed in the proposed bylaw, in-house collection procedures have been exhausted, and it has been determined that there is little chance of recovery.

In order to be compliant with GAAP and write-off the amounts, Section 233(3) of the *Municipal Act* requires that Council cancel the amounts via bylaw.

There is a slight possibility that some collection may occur after the write-off. In that event, the collection will be properly recognized in the City's financial records.

### **ADMINISTRATIVE RECOMMENDATION**

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.

# **CITY OF WHITEHORSE**

## **BYLAW 2024-12**

A bylaw to authorize the write off of uncollectible accounts

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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:

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

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

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services



# Write Off Uncollectible Accounts Bylaw 2024-12

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## **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.

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	January 22, 2024
<b>RE:</b>	Authorization of Tax Lien Summary List

### **ISSUE**

Authentication of the Tax Lien Summary List for the 2023 tax year

### **REFERENCE**

- Section 83 of the *Assessment and Taxation Act* (R.S.Y. 2002, c. 13)
- Appendix A – 2023 Tax Lien Summary List

### **HISTORY**

Each year, the City is required, by the *Assessment and Taxation Act*, to prepare a list of properties with outstanding taxes from the previous year. The list addresses tax arrears on titled properties only. Arrears on mobile homes, which are not titled properties, are managed through a separate distress process outlined in the *Assessment and Taxation Act*. Section 83 (5) of the *Act* requires the annual tax lien list to be authenticated by affixing the corporate seal following Council review and then published as required.

### **ANALYSIS**

Each property on this list will be levied an administration fee (an additional 10% of the arrears or \$25 whichever is greater) and be subject to further collection procedures if the account is not paid within 60 days. Those steps include the initial application for title to the property after 12 months and the final application for title to the Mediation Board after a further six months. If the taxes remain outstanding, the title to the property is transferred to the City, and assuming the City has no use for the property, it is disposed of at fair market value.

At the time of preparation, the 2023 list included 109 properties with a total outstanding tax, penalty, and interest balance of \$346,744.95. In comparison, the 2022 list included 112 properties with a total of \$318,223.80 outstanding. This list will be updated until the time of publishing to avoid having citizens listed who have recently paid.

### **ADMINISTRATIVE RECOMMENDATION**

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

Schedule II, Yukon Territory And Taxation Act, Section 83 (1), Form TL1  
City of Whitehorse Tax Lien Summary

Appendix A - 2023 Tax Lien Summary List

Roll #	Title Holder	Location	Certificate of Title	Legal Description			Tax	Penalty	Interest	Balance
				LOT	BLK	PLAN				
3022520800	ASP, WILLIAM ALFRED	WHITEHORSE	100297100	8	252	42713	2,069.58	206.96	45.05	2,321.59
3100281004	SOULSPACE DESIGN BUILD INC	WHITEHORSE	100287918	UNIT 4		100042096	1,672.75	167.28	36.40	1,876.43
3400019000	536667 YUKON INC	WHITEHORSE	100212905	19A		66659	43,321.08	4,332.11	943.05	48,596.24
3010280200	1272545 BC LTD	WHITEHORSE	100162640	2	28	3807	7,197.16	719.72	160.26	8,077.14
3010280300	1272454 BC LTD	WHITEHORSE	100162651	3	28	3807	2,568.17	256.82	55.90	2,880.89
3010280402	JUMBO CONSULTING & MANAGEMENT	WHITEHORSE	100057676	UNIT 2 &3		100039519	8,997.54	428.09	214.03	9,639.66
3010285002	PETERS, DEBBIE BERNICE & PETERS, GRAEME JACOB	WHITEHORSE	100321108	UNIT 2		100042377	1,135.07	113.51	24.70	1,273.28
3010289006	536399 YUKON INC	WHITEHORSE	100258770	UNIT 6		100258770	2,544.63	254.46	55.40	2,854.49
3010490200	SCHOLZ, DIETMAR & SCHOLZ HUGUETTE MARIE EMILIA	WHITEHORSE	100217719	2 E25'3	49	17459	2,718.41	271.84	59.20	3,049.45
3010701000	HUGGARD, MAUREEN VERONICA	WHITEHORSE	100228823	10	70	20077	2,159.20	216.32	52.38	2,427.90
3011000600	HOLLOWAY, JORDON VAUGHAN	WHITEHORSE	100010260	6	100	18415	7,283.79	728.38	161.60	8,173.77
3011351608	HALIREWICH, GARRY GRANT	WHITEHORSE	100119383	UNIT 8		100038114	991.10	99.11	21.60	1,111.81
3022000100	DAR, SALEEM & NEUMANN, JENYFER	WHITEHORSE	100174687	1	200	21312	2,426.27	242.63	52.80	2,721.70
3022131400	DAR, SALEEM & NEUMANN, JENYFER	WHITEHORSE	100071908	14	213	26173	2,187.80	218.71	46.88	2,453.39
3022210300	PHILLIPS, ALWYN D & PHILLIPS, B LYNNE	WHITEHORSE	100184026	3	221	24797	1,567.92	224.79	32.09	1,824.80
3022311300	KEMPIS, NORRIS L & KEMPIS MERLITA E	WHITEHORSE	100297931	13	231	32574	2,225.00		0.00	2,225.00
3022457600	WIDRIG, RYAN C & WIDRIG RALPH CHRISTOPHER	WHITEHORSE	100317990	UNIT 76		100038136	1,117.64	111.76	24.35	1,253.75
3022458100	SU, WEN	WHITEHORSE	100267286	UNIT 81		100038136	985.34	98.53	21.45	1,105.32
3040004200	MUNDESSA DEVELOPMENT CORPORATION	WHITEHORSE	100125504	42		93-03	1,004.18	100.28	21.85	1,126.31
3040007100	MUNDESSA DEVELOPMENT CORPORATION	WHITEHORSE	100126583	71		93-03	1,731.69	173.17	51.86	1,956.72
3040007700	MUNDESSA DEVELOPMENT CORPORATION	WHITEHORSE	100127269	77		93-03	915.83	91.46	19.90	1,027.19
3040007800	MUNDESSA DEVELOPMENT CORPORATION	WHITEHORSE	100127258	78		93-03	1,094.69	109.32	23.80	1,227.81
3040007900	GRIFFIS, ASHLEY & HADLEY, CLAYTON	WHITEHORSE	100166127	79		93-03	2,939.93	293.99	66.04	3,299.96
3040008100	MUNDESSA DEVELOPMENT CORPORATION	WHITEHORSE	100127225	81		93-03	1,091.46	109.00	23.75	1,224.21
3040008500	MUNDESSA DEVELOPMENT CORPORATION	WHITEHORSE	100127191	85		93-03	859.19	85.92	19.86	964.97
3050001600	LESCHART, JORDAN EDWARD	WHITEHORSE	100131141	16		92-114	1,401.49	140.15	33.55	1,575.19
3050002700	BELL, AIDAN JAMES ROSS	WHITEHORSE	100247879	27		94-26	1,346.61	134.66	29.30	1,510.57
3050010500	WEBB, MARGARET	WHITEHORSE	100321603	105		94-26	941.45	94.15	20.50	1,056.10
3050016000	GOULD, DAVID & LEWIS, ASHLEY	WHITEHORSE	100166453	160		92-114	2,163.10	216.31	51.42	2,430.83
3060194054	BENEDET, JOSEPH WARREN & HOOD, EMILY SARA	WHITEHORSE	100297492	UNIT 54		100039069	3,168.28	316.83	68.95	3,554.06
3070000108	LEBLANC, KATHERINE & TD CANADA TRUST	WHITEHORSE	100194072	UNIT 108		100038383	598.90	59.89	13.05	671.84
3070000302	MCDONALD, ROCIO LARISSE	WHITEHORSE	100115525	UNIT 302		100038383	616.55	61.66	13.40	691.61
3070000800	MACGILLIVRAY, KEVIN W & STIKEMAN, SHAUNAGH	WHITEHORSE	100208348	80		30131	3,589.75	358.98	78.15	4,026.88
3070011000	CZETWERTYNSKI, SOPHIE & ELLIOTT, ROSS	WHITEHORSE	100271944	110		30131	1,959.29	195.93	42.65	2,197.87
3070012320	BOYD, MARVIN & BOYD, MORGAN & NELSON, SHEILA	WHITEHORSE	100193969	UNIT B		100038428	1,321.44	132.14	28.75	1,482.33
3070012800	839193 YUKON INC	WHITEHORSE	100267758	128		30131	2,902.19	644.93	112.98	3,660.10
3090097100	CHILES, ROBBYN NOLA GAYE	WHITEHORSE	100210880	971		58904	3,630.27	362.58	82.16	4,075.01
3100008500	DARLING REAL ESTATE INC	WHITEHORSE	100057799	85		25142	3,283.88	328.12	77.98	3,689.98
3100018300	BRAUN, ROBERT J & BRAUN, DARREN	WHITEHORSE	100297694	183		25142	2,642.04	264.20	62.58	2,968.82
3100022400	DAINTON, MARK	WHITEHORSE	100148318	224		24796	1,553.61	155.74	38.98	1,748.33
3100032400	CUMMING, LEWIS F & CUMMING, MARGARET H	WHITEHORSE	100012172	324		25445	500.00	306.56	15.95	822.51
3100043600	ANDERSON, GAIL	WHITEHORSE	100297649	436		30542	1,470.37	197.04	44.07	1,711.48
3100049620	ANDRE, LEONARD CLIFFORD	WHITEHORSE	100267095	496-2		63792	3,475.96	347.60	80.25	3,903.81
3100054910	ROSS, RICHARD & ROSS, JOY	WHITEHORSE	100221017	549-1		2005-0094	3,259.74	325.97	70.95	3,656.66
3100057100	PHOENIX, BRIAN & SHAW, ROBERT KEVIN	WHITEHORSE	100222524	571		32022	1,281.92	127.68	27.93	1,437.53
3100069000	HARDER, TYANNA & MCNEIL, JOHN	WHITEHORSE	100040599	690		32022	2,824.07	282.41	64.06	3,170.54
3100075600	HAEHNEL, KIMBERLEY & QUAILE, JEREMIAH	WHITEHORSE	100298673	756		32022	2,170.83	217.08	47.25	2,435.16
3100084900	SMARCH, TOD WALTER	WHITEHORSE	100225022	849		41316	1,874.52	187.45	46.58	2,108.55
3100087000	FREEMAN, MATHEW ROBERT MICHAEL	WHITEHORSE	100225268	870		41316	2,757.19	149.00	93.48	2,999.67
3100087300	JOE, TAMMY RUTH	WHITEHORSE	100085576	873		41316	2,121.88	212.19	51.41	2,385.48
3100095700	KNOWLER, INGRID ALEXANDRA COWELL	WHITEHORSE	100225561	957		49036	2,407.98	240.80	52.40	2,701.18
3100105200	MCKAY, CHRISTOPHER & MCKAY DAWN	WHITEHORSE	100170425	1052		52035	2,395.71	239.57	52.15	2,687.43
3100111900	CUMMING ROBERT GRANT & CUMMING, PATRICIA CATHERINE	WHITEHORSE	100176397	1119		52035	1,878.28	187.83	40.90	2,107.01
3100134800	KWANLIN DUN FIRST NATION	WHITEHORSE	100187614	1348		57388	954.41	95.44	20.80	1,070.65
3100145400	KWANLIN DUN FIRST NATION	WHITEHORSE	100187636	1454		57388	1,291.20	129.12	28.10	1,448.42
3100146400	KWANLIN DUN FIRST NATION	WHITEHORSE	100187625	1464		57388	1,139.48	113.95	24.80	1,278.23
3100173003	MULLIN, PHILLIP A B	WHITEHORSE	100322255	UNIT 3		100038833	1,396.41	139.64	30.40	1,566.45
3100173028	PHILIPSEN, CAITLYN AILEEN	WHITEHORSE	100121960	UNIT 28		100038833	2,253.47	219.78	49.16	2,522.41

Schedule II, Yukon Territory And Taxation Act, Section 83 (1), Form TL1  
City of Whitehorse Tax Lien Summary

Appendix A - 2023 Tax Lien Summary List

Roll #	Title Holder	Location	Certificate of Title	Legal Description			Tax	Penalty	Interest	Balance
				LOT	BLK	PLAN				
3100281005	SOULSPACE DESIGN BUILD INC	WHITEHORSE	100287807	UNIT 5		100042096	1,672.75	167.28	36.40	1,876.43
3100281007	SOULSPACE DESIGN BUILD INC	WHITEHORSE	100287895	UNIT 7		100042096	1,353.39	135.34	29.45	1,518.18
3101410201	LAURIE, KATHRYN	WHITEHORSE	100257937	UNIT 201		100038484	1,387.82	138.78	30.20	1,556.80
3101410302	BURNETT, STEWART JAMES	WHITEHORSE	100121038	UNIT 302		100038484	1,519.57	152.45	56.79	1,728.81
3114012500	JIM ,WAYNE PATRICK & MOOSE BERTHA	WHITEHORSE	100265464	125		29819	2,370.84	237.08	51.60	2,659.52
3114030200	HOLWAY, WENDY & UNRAU, NORMAN	WHITEHORSE	100057508	302		2009-0135	1,012.74	151.27	31.07	1,195.08
3114290017	JARVIS, EMILY CATHERINE & JARVIS, BRENDA & JARVIS JAMES	WHITEHORSE	100307012	UNIT 17		100042928	2,718.51	271.85	59.20	3,049.56
3121001102	MOSTYN, PETER L & MOSTYN, STEPHANIE ANN	WHITEHORSE	100100596	UNIT B		100038260	1254.91	125.32	27.30	1407.53
3121006100	ADAMSON, PAMELA DALYCE & FOK, TONY CHUNG	WHITEHORSE	100212039	61		94-75	2354.18	235.42	51.25	2640.85
3130027000	GRAHAM, WALKER T & GRAHAM, SANDRA E	WHITEHORSE	100191697	270		97-93	1644.36	249.44	38.29	1932.09
3130039400	KLOCK, DANA	WHITEHORSE	100000089	394		97-93	4121.15	412.12	96.54	4629.81
3130051300	JIROUSEK, JAKUB & JIROUSEK, ANN	WHITEHORSE	100152290	513		99-19	5161.22	516.12	121.30	5798.64
3130052400	NORQUAY, RYAN DANIEL	WHITEHORSE	100297784	524		2002-0275	2519.59	251.96	54.85	2826.4
3130061200	ZACCARELLI, SCOTT A	WHITEHORSE	100036820	612		2003-0187	4237.58	423.76	640.75	5302.09
3130062610	HUSTON, BECKIE DAWN	WHITEHORSE	100006333	UNIT A		100040151	2022.88	202.29	44.05	2269.22
3130075400	GENIER, AMY & GENIER, MATTHEW	WHITEHORSE	100152302	754		2004-0087	4320.75	432.08	103.98	4856.81
3130090510	BOYES, TRACY ANN	WHITEHORSE	100106413	UNIT A		100037977	927.6	207.76	36.92	1172.28
3130094620	MCCLUNG, AMANDA & PAINTER, ZOE	WHITEHORSE	100304097	UNIT B		100038080	2516.73	251.67	54.80	2823.2
3150029300	VISITACION, ROWENA & WHITFIELD, BRIAN	WHITEHORSE	100267613	293		2013-0068	4298.62	429.86	93.60	4822.08
3150030400	PIKE, KEVIN THOMAS	WHITEHORSE	100256970	304		2013-0068	3035.93	303.59	66.10	3405.62
3150032500	MALACH, KIRK & PAUL CASSANDRA	WHITEHORSE	100103645	325		2013-0068	5147.89	465.36	120.21	5733.46
3150060800	GUZUZU, TSUNGAI & MOLSON, JONATHAN	WHITEHORSE	100292374	608		2019-0025	3421.25	342.13	74.50	3837.88
3150074000	HODINSKI, COLE	WHITEHORSE	100235573	740		2019-0025	5130.57	513.06	119.60	5763.23
3150078400	ANDERSON, KYLE & ANDERSON, LIDSEY	WHITEHORSE	100298707	784		100041107	2972.56	0	60.02	3032.58
3150089700	ROSS, KRISTIE & ROSS, MARC	WHITEHORSE	100157161	897		100041107	437.78	449.37	30.10	917.25
3150092900	SONI, ANMOL & THOMAS, ASHA	WHITEHORSE	100293331	929		100041107	3120.83	312.08	67.95	3500.86
3150098200	NANDQANA, VAIBHAV & SHARMA, SHEFALI	WHITEHORSE	100194926	982		100043008	795.7	79.57	17.30	892.57
3150293008	BULLERS, STEVE	WHITEHORSE	100267152	UNIT 8		100043491	1182.74	118.27	25.75	1326.76
3150293019	CARR, SAMANTHA	WHITEHORSE	100287862	UNIT 19		100043491	1179.83	117.98	25.70	1323.51
3150293039	AHMED, ABDALLA SARAN	WHITEHORSE	100254349	UNIT 39		100043491	1192.1	119.21	25.95	1337.26
3150297006	AGAPITO, EUNICE & AGAPITO, REYNALDO JR	WHITEHORSE	100261741	UNIT 6		100043682	2509.12	250.91	54.60	2814.63
3150297007	NORLIN, EVAN B & NORLIN, SARAH-NAOMI	WHITEHORSE	100266960	UNIT 7		100043682	2509.12	250.91	54.60	2814.63
3150297008	JAMES, IMMANUVEL CHEMBAN & TOMY, CHRISTEENA	WHITEHORSE	100266982	UNIT 8		100043682	2509.12	250.91	54.60	2814.63
3150300003	MCGOVERN, ERIN	WHITEHORSE	100270123	UNIT 3		100043941	1816.83	181.68	39.55	2038.06
3150301028	ISRAR, AHMED	WHITEHORSE	100268864	UNIT 28		100268864	668.3	66.83	14.55	749.68
3160160300	11621 YUKON INC	WHITEHORSE	100066250	3	16	42019	964.1	96.41	21.00	1081.51
3420003500	HUEBSCHWERLEN, JENNIFER KAY & HUEBSCHWERLEN, WILLIAM LEIGH	WHITEHORSE	100194342	35		48280	681.38	68.14	14.85	764.37
3420004200	ZELEZNY, MIROSLAV	WHITEHORSE	100254293	42		48280	2681.61	268.16	58.40	3008.17
3450000700	HUEBSCHWERLEN, JENNIFER KAY & HUEBSCHWERLEN, WILLIAM LEIGH	WHITEHORSE	100194353	7		21976	981.7	98.17	21.35	1101.22
3460183011	ALBANESE, BRYAN	WHITEHORSE	100297302	UNIT 11		100038945	3595.28	359.53	78.25	4033.06
3470012000	PHILIPSEN, CHRISTINA PAMELA	WHITEHORSE	100220139	120		53574	3534.11	353.35	76.95	3964.41
3480000100	DUFTON, JOHN	WHITEHORSE	100257320	1		75557	6887.23		109.04	6996.27
3480002100	MACDOUGALL, NICHOLAS	WHITEHORSE	100290901	21		75557	3215.2	321.52	70.00	3606.72
3480013800	MITCHELL, CHEYLSEA & TAYLER, WENDY	WHITEHORSE	100271539	138		94-34	1668.98	166.9	36.35	1872.23
3480015900	AUSTAD, LEIF & DUCHARME, DAVID MICHAEL & MITCHELL, TAYLER	WHITEHORSE	100267163	159		99-192	3294.83	329.48	71.75	3696.06
3500006800	KNOX, LESLEY & ANTHONY, JASON	WHITEHORSE	100299168	68		93-134	2730.17		0.00	2730.17
3530001300	BLACK GOLD PAVE & SEAL INC	WHITEHORSE	100036897	13		2002-061	7549.04	754.9	164.35	8468.29
3530006500	MAGNUSON, CORY	WHITEHORSE	100258725	65		2014-0033	1711.84	171.18	37.25	1920.27
3560002900	FITZGERALD, PHILIP JAMES	WHITEHORSE	100302792	29		2008-0094	6452.88	645.29	140.45	7238.62
3560006000	WALTON, SYLVIE LAURINE & WALTON, MICHAEL ANDREW	WHITEHORSE	100261358	60		2008-0093	3568.21	356.38	77.60	4002.19
3560006700	MAGNUSON, CORY & IMBEAU, JENNIFER MARIE	WHITEHORSE	100302905	67		2008-0093	5212.25	521.23	113.45	5846.93
							309,151.36	30,163.89	7,429.70	346,744.95

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> January 22, 2024
<b>RE:</b> 2023 Umbrella Budget Amendments

### **ISSUE**

Bylaw authorization of amendments made during 2023 to the Capital Expenditure Program and the Operating Budget.

### **REFERENCE**

- Municipal Act (R.S.Y. 2002)
- Bylaw 2022-41 2023 to 2026 Capital Expenditure Program (Schedule 1 and Appendix A, attached)
- Bylaw 2022-42 2023 to 2025 Operating Budget (Schedule 1 and Appendix A, attached)

### **HISTORY**

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 properly authorized budget amendments occurred throughout 2023. These amendments are now being brought forward under umbrella bylaws for approval as required by the *Municipal Act*.

The approved Capital Expenditure Program for 2023 is as follows:

\$ 15,611,285 – Approved 2023 Expenditures Bylaw 2022-41 Appendix A  
\$ 8,298,000– Projects Added to Appendix A due to confirmation of external funding  
\$ 65,370,094 – Capital Projects Re-Budgeted from 2022  
\$ 16,288,267 – Capital Budget Amendments by Council Resolutions  
\$105,567,646 – Total 2023 Approved Capital Expenditures

The approved Operating Budget for 2023 is as follows:

\$100,329,754 – Approved 2022 Bylaw – Appendix A (Bylaw 2022-42)  
\$ 399,190 – Council Amendments  
\$100,728,944 – Total 2023 Operating Budget

### **ANALYSIS**

Schedule “1” to each of the bylaws provides a listing of the budget amendments properly approved throughout 2023. Appendix “A” is the final version of the budget as amended.

**ADMINISTRATIVE RECOMMENDATION**

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.

## **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

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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:**

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Laura Cabott, Mayor

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Corporate Services

**CITY OF WHITEHORSE**  
**2023 CAPITAL EXPENDITURE PROGRAM AMENDMENTS**  
**SCHEDULE 1**

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

**2023 REVISIONS**

<b>APPENDIX B PROJECTS MOVED TO APPENDIX A</b>	<b>PROJECT</b>	<b>AMOUNT</b>
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
<b>TOTAL APPENDIX B PROJECTS WITH FUNDING AGREEMENTS</b>		<b>\$ 8,298,000</b>

<b>APPROVED RE-BUDGETS</b>	<b>BYLAW / RESOLUTION</b>	<b>PROJECT</b>	<b>AMOUNT</b>
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
<b>TOTAL APPROVED RE-BUDGETS</b>			<b>\$ 65,370,094</b>



## 2023 REVISIONS

<b>BUDGET AMENDMENTS: COUNCIL REVISIONS</b>	<b>RESOLUTION</b>	<b>PROJECT</b>	<b>AMOUNT</b>
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
<b>TOTAL BUDGET AMENDMENTS: COUNCIL REVISIONS</b>			<b>\$ 16,288,267</b>
<b>TOTAL 2023 CAPITAL EXPENDITURE PROGRAM AS AT DECEMBER 31, 2023</b>			<b>\$ 105,567,646</b>

**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
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

**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
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

**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
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

**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
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
<b>TOTAL ALL JOBS</b>		<b>\$ 39,961,524</b>	<b>\$ 65,606,122</b>	<b>\$ 105,567,646</b>	<b>\$ 17,962,075</b>	<b>\$ 11,524,125</b>	<b>\$ 10,385,761</b>	<b>\$ 145,439,607</b>

# **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

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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:**

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Laura Cabott, Mayor

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Corporate Services



**CITY OF WHITEHORSE  
2023 OPERATING BUDGET AMENDMENTS  
SCHEDULE 1**

AMENDMENT	BYLAW / RESOLUTION NUMBER	REVENUE	EXPENSES
<b>APPROVED BUDGET</b>	<b>Bylaw 2022-042</b>	<b>\$ 100,329,754</b>	<b>\$ 100,329,754</b>
<b>BUDGET AMENDMENTS</b>			
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
<b>SUMMARY OF AMENDMENTS</b>		<b>\$ 399,190</b>	<b>\$ 399,190</b>
<b>REVISED BUDGET AS AT DECEMBER 31, 2023</b>		<b>\$ 100,728,944</b>	<b>\$ 100,728,944</b>

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

	2023 Approved Budget	2023 Revised Budget	2024 Provisional	2025 Provisional
<b>01 General Government</b>				
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
<b>Total Revenues</b>	<b>\$ 65,938,964</b>	<b>\$ 65,943,964</b>	<b>\$ 68,874,833</b>	<b>\$ 72,422,501</b>
<b>02 Protective Services</b>				
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
<b>Total Revenues</b>	<b>\$ 3,255,958</b>	<b>\$ 3,273,711</b>	<b>\$ 3,343,711</b>	<b>\$ 3,273,711</b>
<b>03 Transportation Services</b>				
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
<b>Total Revenues</b>	<b>\$ 7,576,654</b>	<b>\$ 7,576,654</b>	<b>\$ 8,393,974</b>	<b>\$ 8,240,743</b>
<b>04 Environmental Services</b>				
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
<b>Total Revenues</b>	<b>\$ 17,460,631</b>	<b>\$ 17,610,631</b>	<b>\$ 18,023,534</b>	<b>\$ 18,283,290</b>
<b>05 Public Health Services</b>				
740 Parks & Community Development	63,306	63,306	63,306	63,306
<b>Total Revenues</b>	<b>\$ 63,306</b>	<b>\$ 63,306</b>	<b>\$ 63,306</b>	<b>\$ 63,306</b>
<b>06 Community Development Services</b>				
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
<b>Total Revenues</b>	<b>\$ 1,349,778</b>	<b>\$ 1,454,847</b>	<b>\$ 1,349,778</b>	<b>\$ 1,349,778</b>
<b>07 Recreation &amp; Cultural Services</b>				
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
<b>Total Revenues</b>	<b>\$ 4,684,463</b>	<b>\$ 4,805,831</b>	<b>\$ 4,715,738</b>	<b>\$ 4,717,738</b>
<b>Total</b>	<b>\$ 100,329,754</b>	<b>\$ 100,728,944</b>	<b>\$ 104,764,874</b>	<b>\$ 108,351,067</b>

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

	2023 Approved Budget	2023 Revised Budget	2024 Provisional	2025 Provisional
<b>01 General Government</b>				
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
<b>Total Expenses</b>	<b>\$ 26,628,801</b>	<b>\$ 26,379,441</b>	<b>\$ 26,408,636</b>	<b>\$ 28,447,899</b>
<b>02 Protective Services</b>				
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
<b>Total Expenses</b>	<b>\$ 12,108,118</b>	<b>\$ 12,158,771</b>	<b>\$ 12,754,815</b>	<b>\$ 13,282,835</b>
<b>03 Transportation Services</b>				
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
<b>Total Expenses</b>	<b>\$ 24,540,452</b>	<b>\$ 24,759,912</b>	<b>\$ 27,467,955</b>	<b>\$ 27,894,828</b>
<b>04 Environmental Services</b>				
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
<b>Total Expenses</b>	<b>\$ 17,614,657</b>	<b>\$ 17,764,657</b>	<b>\$ 18,229,018</b>	<b>\$ 18,497,308</b>

**APPENDIX A 2023-2025 OPERATING BUDGET EXPENSES (CONTINUED)**

	<b>2023 Approved Budget</b>	<b>2023 Revised Budget</b>	<b>2024 Provisional</b>	<b>2025 Provisional</b>
<b>05 Public Health Services</b>				
740 Parks & Community Development	164,016	164,016	176,206	178,771
360 Property Management	1,099	1,099	1,099	1,099
<b>Total Expenses</b>	<b>\$ 165,115</b>	<b>\$ 165,115</b>	<b>\$ 177,305</b>	<b>\$ 179,870</b>
<b>06 Community Development Services</b>				
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
<b>Total Expenses</b>	<b>\$ 4,195,859</b>	<b>\$ 4,302,928</b>	<b>\$ 4,309,128</b>	<b>\$ 4,362,660</b>
<b>07 Recreation &amp; Cultural Services</b>				
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
<b>Total Expenses</b>	<b>\$ 15,076,752</b>	<b>\$ 15,198,120</b>	<b>\$ 15,418,017</b>	<b>\$ 15,685,667</b>
<b>Total</b>	<b>\$ 100,329,754</b>	<b>\$ 100,728,944</b>	<b>\$ 104,764,874</b>	<b>\$ 108,351,067</b>

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	January 22, 2024
<b>RE:</b>	Urban Electrification Local Improvement

### **ISSUE**

Authorization of a local improvement charge for urban electrical services

### **REFERENCE**

- Urban Electrification Program Policy
- Proposed Bylaw 2023-31

### **HISTORY**

In 1989, the City of Whitehorse began assisting with the cost of electrifying urban property by financing the work and charging the cost back to the property as a local improvement charge. In order to have an application approved the applicant must have title to the property, current taxes must be paid in full, and the cost of the work must not exceed 75% of the assessed value of the property. Since the inception of the program, the City has processed a total of 14 urban electrification applications.

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. The property is currently undeveloped.

### **ALTERNATIVES**

1. Approve the application and bring forward a local improvement charge bylaw; or
2. Do not approve the application.

### **ANALYSIS**

The property owner has met all the conditions of the Urban Electrification Program Policy. A bylaw to provide for a local improvement charge is required.

### **ADMINISTRATIVE RECOMMENDATION**

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

THAT Bylaw 2023-31, 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.

# **CITY OF WHITEHORSE**

## **BYLAW 2023-31**

A bylaw to authorize a local improvement charge for urban electrification

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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 2020-33**

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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:**

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Laura Cabott, Mayor

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Corporate Services

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



**Chair:** Michelle Friesen

**Vice-Chair:** Dan Boyd

January 22, 2024

Meeting #2024-02

- 
1. Public Input Report – Conditional Use Application – 3 and 5 Garden Road  
Presented by Micah Olesh, Senior Development Officer, Land and Building Services
  2. Copper Ridge Master Plan  
Presented by Mathieu Marois, Senior Planner, Planning Services
  3. Lease Agreement Renewal – Downtown Urban Garden Society  
Presented by Doug Spencer, Manager, Land and Building Services
  4. Housing Accelerator Fund – In-camera
  5. New Business



## **ADMINISTRATIVE REPORT**

<b>TO:</b>	City Planning Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	January 22, 2024
<b>RE:</b>	Public Input Report – Conditional Use Application – 3 and 5 Garden Road

### **ISSUE**

Application for Conditional Use approval to allow offices on the ground floor of a one-storey, 1,283 m<sup>2</sup> building proposed to be built at 3 and 5 Garden Road.

### **REFERENCE**

- Official Community Plan (OCP)
- Zoning Bylaw 2012-20
- Attachment 1 - Location Sketch

### **HISTORY**

The proponent has submitted a development permit application to develop a single-storey office building on two lots currently addressed as 3 and 5 Garden Road. The use of offices on the ground floor is a conditional use in the CH zone, requiring a decision by Council.

A total of eleven letters were sent to property owners within a 100-meter radius of the site. Government of Yukon Land Client Services, Kwanlin Dün First Nation and Ta'an Kwäch'än Council were notified by e-mail. A notice of the proposed development was placed in the local newspapers on December 15, 2023.

A public input session was held on January 15, 2024. No submissions in response were received in person or in writing.

### **ALTERNATIVES**

1. Approve the Conditional Use application;
2. Approve the Conditional Use application with conditions; or
3. Do not approve the Conditional Use application.

### **ANALYSIS**

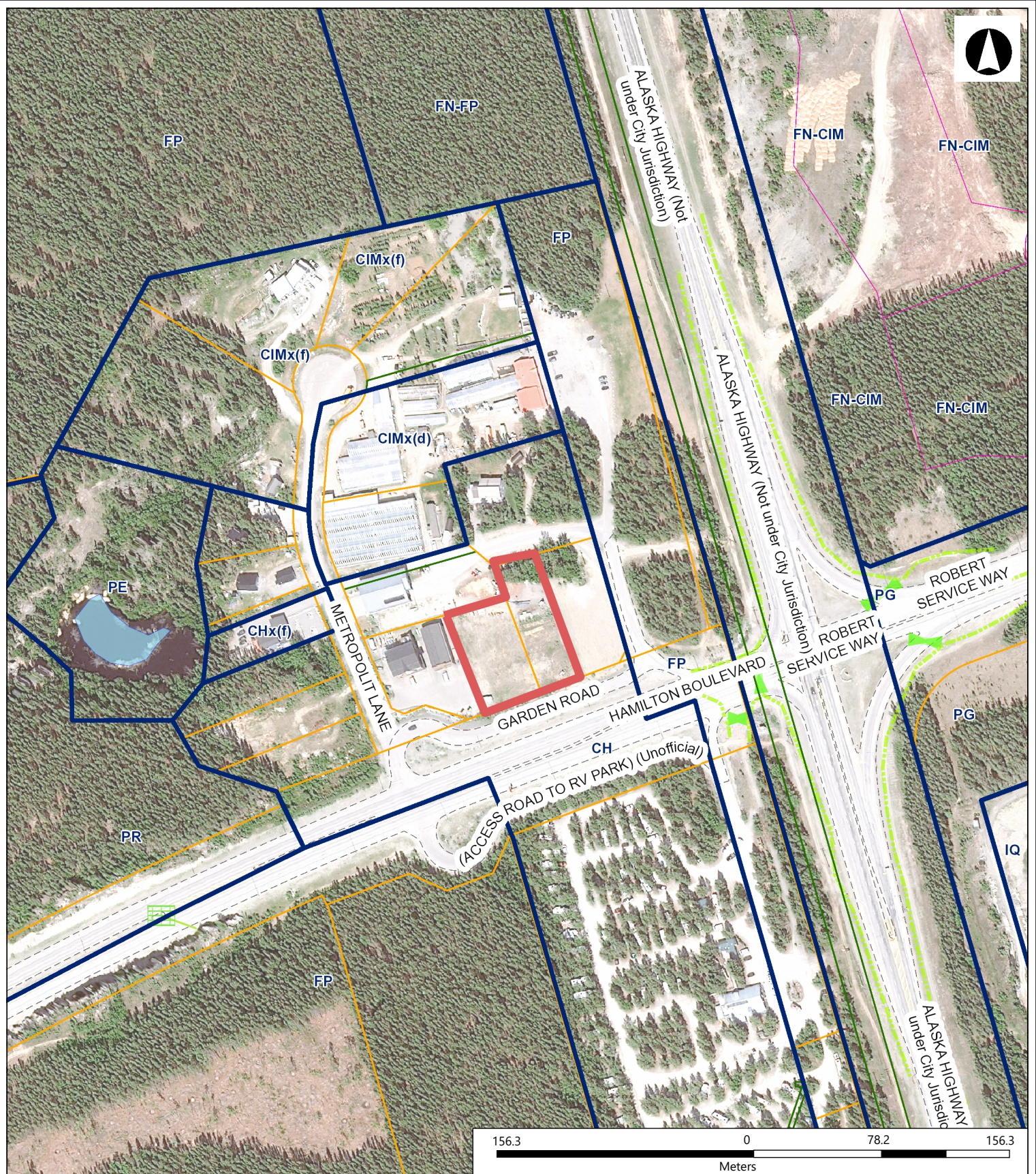
The proposed office use would not have any identified harmful effects on neighbouring properties. Office use is accepted as a simple secondary use approvable by a development officer with no Council involvement necessary if it is proposed above the ground floor. As such, office use itself isn't envisioned as being incompatible with the zoning vision. The stated purpose of the CH zone is, *"to provide a zone for high quality commercial development primarily along arterial roadways including those that serve as entrance and tourist routes into the City."*

The visual impact of the proposed building design will not be detrimental to the neighbourhood streetscape. No concerns were raised through the conditional use application process or from Administration; no conditions are recommended.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council approve the Conditional Use application to allow office use on the ground floor of a one-storey, 1,283 m<sup>2</sup> building proposed to be built at 3 and 5 Garden Road.





SCALE:  
1:3,127

DATE:  
Jan 5, 2024

FILE:  
PB-04-2023  
File Dir

DWN BY:  
M. Olesh

REV NO:  
1

## CITY OF WHITEHORSE - Land and Building Services

Conditional Use Application  
To allow for office use on the ground floor





## **ADMINISTRATIVE REPORT**

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> January 22, 2024
<b>RE:</b> Copper Ridge Master Plan

### **ISSUE**

Advancing the Copper Ridge Development Area Master Plan (the Plan) for Council approval on the residential development of Yukon Government (YG) lots 518 (in part), 519, and the City of Whitehorse owned lot 520.

### **REFERENCES**

- [2022-2024 Strategic Priorities](#)
- [Whitehorse 2040 Official Community Plan](#)
- [Zoning Bylaw 2012-20](#)
- [Copper Ridge Development Area Master Plan – Final Report](#)
- Attachment 1 – Location Map

### **HISTORY**

Council's 2022 to 2024 Strategic Priorities seek to ensure a variety of housing is available now and into the future. The Official Community Plan (the OCP) commits the City to collaborating with other governments to address housing needs and to encourage a variety of housing types. The OCP's Residential Growth Strategy seeks to accommodate 1,100 new dwelling units within neighbourhoods outside of the Urban Core and Urban Growth Areas, such as Copper Ridge, to meet projected housing demand, reduce urban sprawl, preserve the natural environment, minimize new infrastructure, and use existing infrastructure efficiently.

To achieve this goal, an area between Copper Ridge Place and Falcon Drive was identified for potential development (Attachment 1). Planning efforts began in 2022 with the completion of multiple background assessments. In 2023, City staff worked through multiple iterations of information gathering, conceptualization, and engagement in developing the Plan.

Implementation of the Plan area is expected to occur over the next few years, ending with the release of lots to the housing market. The timing of development and the release of lots is the responsibility of developers and YG (not the City). If the Plan is approved, the City could transfer lot 520 to YG to allow the entire Plan area to be sold to a private developer. Alternatively, YG could develop the land if no private interest is received.

The Plan reflects a comprehensive planning process and is intended to be a living document whose implementation may include amendments, as needed, over time to respond to emerging needs and changing conditions.

### **Background Assessments and Further Work**

The Plan was informed by various plans, documents and background assessments. Feasibility studies identified the area as suitable for development. The Municipal

Servicing Assessment highlighted limitations in the surrounding water network and fire flow availability for development on the site. Current services would support low-density residential development for approximately 248 people or 103 dwelling units. Upgrades would be needed for higher residential density.

An assessment under the *Yukon Environmental and Socioeconomic Assessment Act*, if required, along with further detailed studies, and all regulatory permits and approvals to develop the site, will be the responsibility of the developer.

## **Engagement**

Initial public engagement on the Plan area was carried out in January and February 2023. The City hosted a virtual webinar, an in-person presentation with Copper Ridge Place residents, city-wide advertisements and targeted stakeholder notifications. Public feedback was generally sought by way of an online survey and 166 responses were received.

Following this, the City facilitated two design workshops in May 2023 with Plan area landowners, Copper Ridge Place residents, technical experts, and designers to develop two land use concept scenarios.

A second round of public engagement was held in May and June 2023. The City hosted two open houses and the land use concept scenarios were posted on the City's engagement platform. Public feedback was again generally sought by way of an online survey and 206 responses were received.

Following the planning charrette engagement, the City facilitated a third design workshop in August 2023, with similar participants to the first two workshops, to arrive at a preferred land use concept. Once the concept was finalized, the Plan (Attachment 2) was developed and presented virtually to the public and in-person to Copper Ridge Place residents in December 2023.

As part of the initial public engagement, the majority of respondents (74%) indicated that they would support greenspace/park uses in any potential future development, while 37% of respondents indicated they would support residential uses. Of those who chose the greenspace/park option, over half (54%) only chose this option. The majority of respondents (58%) also indicated a preference for low-density residential, while a quarter (25%) indicated a support for high-density and 17% for medium-density.

As part of the second round of public engagement, the majority of respondents (74%) indicated being very or somewhat opposed to either concepts. Option 1 elements were preferred for greenspaces, trails and active transport, and road layout. Option 2 elements were preferred when considering residential uses and density. Main opposition to either option related to the overall loss of greenspace, potential traffic impacts, and opposition to development other than the previously planned school in the area.

The following mitigation measures were included to address these concerns:

- Retain a similar road configuration to Option 1 but in a more condensed form to allow an expansion of the greenspace/open space areas along Copper Ridge Place, Tigereye Crescent properties, and the southern section of Falcon; and
- Require a detailed Transportation Impact Study, including all modes of transportation, to be undertaken prior to any zoning amendment relating to the Plan area being adopted.

## **ALTERNATIVES**

1. Council direct Administration to schedule a Public Input Session at the Regular Council Meeting of February 26, 2024; or
2. Refer the matter back to Administration.

## **ANALYSIS**

### **Site Context**

The Plan area is approximately 6.65 ha in size and includes lot 519, a portion of lot 518 (both owned by YG), and City-owned lot 520.

The Plan area is located in the Copper Ridge neighbourhood at the intersection of Falcon Drive and Diamond Way and is currently zoned PS – Public Service, PSx- Public Service (modified), and PR – Parks and Recreation.

The surrounding residential neighbourhood is generally zoned RS – Residential Single Detached or RR – Restricted Residential Detached, which primarily provide low-density single detached dwellings. Other PR, PG – Greenbelt, and RM – Residential Multiple Housing zoned land are also located in close proximity to the Plan area.

The residential land uses recommended in the proposed Plan will complement the surrounding land uses in the area.

### **Plan Vision and Goals**

The Plan sets out a vision, guiding principles and associated policies to guide decisions on land use and development in the Plan area. These reflect city-wide values and goals, Council priorities, and best practices to promote sustainable development and support the long-term interests of the Whitehorse community.

The land use concept envisions a mix of land uses, including residential, recreation, and community uses, as well as a connected network of trails, and open spaces. The predominant land use consist of lower and medium density residential at 51.41% (3.42 ha) of the Plan area. Greenbelt and open spaces account for a combined 30.07% (2.00 ha) and road rights-of way for 18.51% (1.23 ha). Land uses are carefully distributed to minimize impacts on adjacent residential areas.

The northern portion of the site is projected as lower density residential with a mix of single-detached, duplex, and triplex housing, gradually transitioning in scale to a more intensive use in the southern portion of the site. A mix of duplex and triplex housing types are provided midblock and a more intensive medium density (e.g. cottage cluster housing) is proposed to wrap around the southern edge of the site. The internal block also supports additional medium density in the form of four-plex, five-plex, townhomes, and multi-plex housing types.

Lower density residential uses may range from 15 to 30 units / ha and medium residential uses from 25 to 55 units / ha. The concept is projected to result in an average of approximately 102 new housing units, equating to approximately 245 new residents.

A linear open space along Copper Ridge Place will provide outdoor amenity spaces and facilitate safe connections to the future development area. With a mix of hard and soft scape elements, the open space will accommodate a range of formal and informal activities. Amenities planned for this area may include a playground, a multi-generational space, a dog park, a community garden and/or other types of outdoor gathering spaces.

A natural greenspace buffer also spans the entire western edge of the site creating a 20 to 90 m vegetated buffer from existing properties on Tigereye Crescent. The linear greenspace wraps around the southern edge to provide an additional vegetated buffer from properties on Falcon Drive.

Walking, cycling and vehicular movements, among others, will be supported within the Plan area by way of an internal road, with two access points to the external road network, and non-motorized multi-use and universally accessibly designed trails system.

The proposed Plan aligns with Council's 2022 to 2024 Strategic Priorities to advance development of housing and with OCP Policies to provide compact housing options and to reflect a variety of housing types. If approved by Council, the Plan would also be consistent with the OCP Policy to create Master Plans for development areas over 1.5 hectares.

### **Greenspace**

The proposed Plan envisions to maintain the same amount of park and recreation zoned land as currently exist. City-owned lot 520 is currently zoned PR and is approximately 2 hectares. The land use concept envisions a greenspace, consisting of greenbelt and open spaces areas, of approximately 2 hectares as well. Zoning planned for this area may include PG or PR zones.

### **Infrastructure Capacity**

The concept envisions a typical urban level of service, including municipal waste collection, snow removal, and potable water distribution and wastewater collection supplied by the existing municipal water and sanitary sewer systems. A Municipal Servicing Assessment was conducted and highlighted that the water network and fire flow availability are the limiting factors for development on the site.

Infrastructure upgrades will be required to accommodate the proposed residential density and will be based on the findings of further detailed studies, such as a Transportation Impact Study, a Preliminary Engineering assessment, and a Stormwater Management Plan, required to be undertaken prior to any zoning amendment relating to the Plan area being adopted.

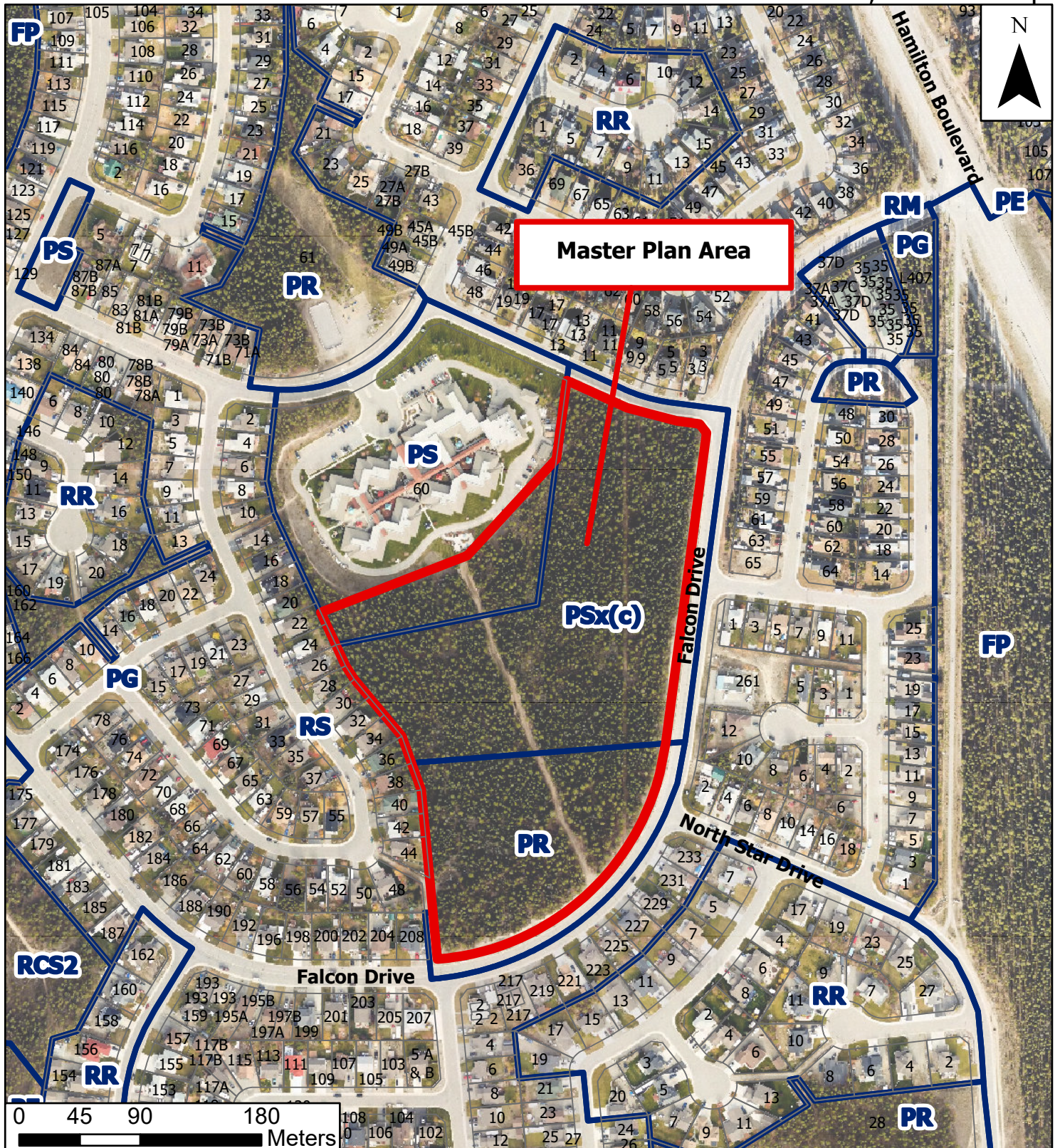
### **Next Steps**

If the Plan is approved by Council, the City will work with YG on the land disposition and with the future developer on the required studies and regulatory permits and approvals.

### **ADMINISTRATIVE RECOMMENDATION**

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.





DATE:  
January 10, 2024

FILE NO:

 Plan Area

## CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

### Copper Ridge Development Area Master Plan

Advancing the Copper Ridge Development Area Master Plan for Council approval on the residential development of Yukon Government lots 518 (in part), 519, and the City of Whitehorse owned lot 520.





## **ADMINISTRATIVE REPORT**

**TO:** Planning Committee  
**FROM:** Administration  
**DATE:** January 22, 2024  
**RE:** Lease Agreement Renewal – Downtown Urban Gardeners Society

### **ISSUE**

Bylaw to enter into a new lease agreement with the Downtown Urban Gardeners Society (DUGS) for the continued use of approximately 0.34 hectares of city-owned land as a community garden.

### **REFERENCE**

- [Community Service Grant Policy \(CSGP\)](#)
- [2010 Official Community Plan \(OCP\)](#)
- [Lease, Encroachment and Property Use Policy](#)
- [Zoning Bylaw 2012-20](#)
- Downtown Escarpment Land Use Policy
- Attachment 1 – Bylaw 2024-08 and Lease Agreement

### **HISTORY**

The City of Whitehorse initially approved a lease for the Downtown Urban Gardeners Society (DUGS) in 1998. This lease included several city-owned lots and allowed for operation of a community garden, which has been operating for over 25 years in this location. The DUGS community garden has expanded to accommodate approximately 80-100 members annually.

In addition to cultivating vegetables, berries, fruits, and an apiary, DUGS also hosts educational workshops on-site and provides guidance to other local community gardens. Further, DUGS assists food insecure groups by donating roughly 1000 pounds of locally grown produce each year.

The most recent lease for DUGS expired in June 2023. Administration has prepared a new lease and is now bringing it forward for Council consideration. The city-owned land considered within the proposed lease includes 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

### **ALTERNATIVES**

1. Bring forward Bylaw 2024-08 to enter into a lease with the Downtown Urban Gardeners Society; or
2. Do not bring forward the bylaw.

### **ANALYSIS**

#### **Official Community Plan and Zoning**

The proposed lease area is designated Mixed-Use – Downtown Core in the City's Official Community Plan (OCP). Section 8.27 of the OCP provides that the Downtown will continue to be the primary community service area.



As well, the OCP supports increasing local food production by providing space for community gardens/greenhouses. Section 7.26 of the OCP states that opportunities to enable local food production will be encouraged. Sections 8.4 and 8.5 further state that the City will encourage the transition of neighbourhoods to complete communities, which incorporates a range of uses, including community gardens.

Due to the proposed lease area's proximity within the medium and high hazard escarpment zones as determined by the slope stability and hazard evaluation and risk assessment that was completed in 2002, the proposed lease area is zoned PE – Environmental Protection. The PE zone currently permits community gardens as a conditional use. However, it should be noted that the use of this property as a community gardens was previously approved by Council in 1997 and is therefore considered to be a permitted use under the City's current zoning bylaw. A special modification to the zoning was approved in May 2016 to allow Hobby Agriculture – Apiary as a principal use.

### **Downtown Escarpment Land Use Policy**

The proposed lease area is located within the Downtown Whitehorse Escarpment Control Zone and the use as a community gardens is supported by the City's Downtown Escarpment Land Use Policy.

### **Lease Considerations**

The proposed lease term is for ten years beginning on July 1<sup>st</sup>, 2023 and ending on September 30<sup>th</sup>, 2033.

As per the Lease, Encroachment and Land Use Policy, DUGS is classified as a Group B Society as the annual value of grants received exceeds \$5,000, but is less than \$50,000. Group B Societies are eligible for a reduced lease rate based on perceived benefits to the community. As DUGS provides significant benefit to Whitehorse residents through ongoing growth in membership, local workshops, contribution to local food production, and significant donations to food insecure groups equivalent to approximately \$12,000 in donations annually, it has been determined that the lease rate should be significantly reduced from the market rate of \$4,550.

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

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

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2024-08, a bylaw to enter into a lease agreement with the Downtown Urban Gardeners Society for a 0.34 ha 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.

# **CITY OF WHITEHORSE**

## **BYLAW 2024-08**

A bylaw to authorize a lease agreement.

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

WHEREAS 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 Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

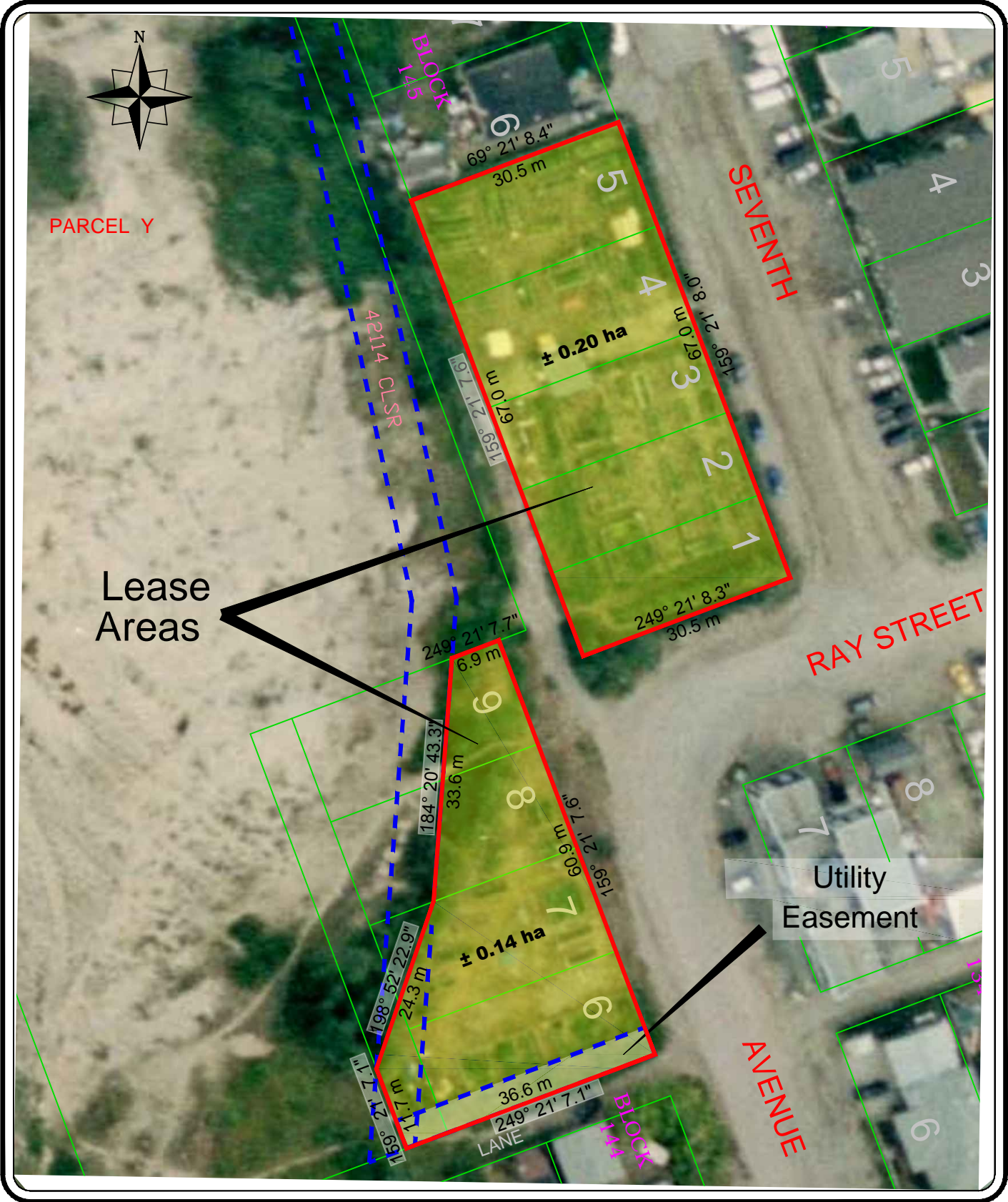
**FIRST and SECOND READING:**  
**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services



**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 1<sup>st</sup> day of July, 2023 to and including the 30<sup>th</sup> 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](mailto: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](mailto: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  
 )  
 )  
 ) \_\_\_\_\_  
 ) City Clerk

\_\_\_\_\_  
 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. )

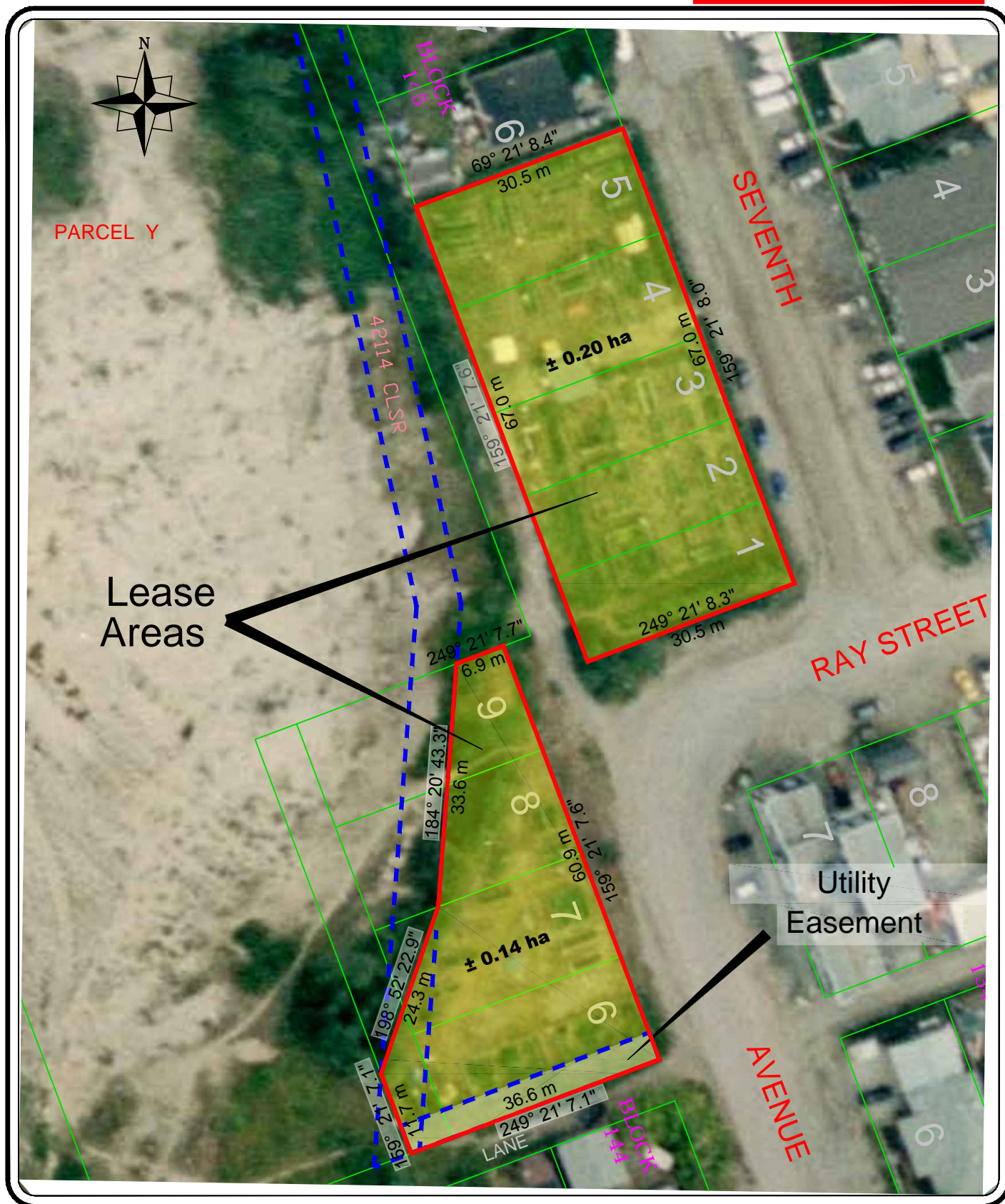
\_\_\_\_\_  
A Notary Public in and for  
the Yukon Territory


\_\_\_\_\_  
Catherineson  
Print Name of Notary Public

\_\_\_\_\_  
Commission expires on:  
October 31, 2028

\_\_\_\_\_  
Randy Lamb, Director

**SCHEDULE “A”**  
**The Downtown Urban Gardeners Society Lease Area**



SCALE: NTS	DWN. BY: MLB	CITY OF WHITEHORSE	
DATE: Jan 22, 2024	CKD:		
REV.		SCHEDULE A - Downtown Urban Gardeners Society Lease 7202 - 7218 7th Avenue, Downtown Whitehorse	
I:\AAA_Lease Agreements\DUGS*.dwg			