

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-03

DATE: Monday, February 12, 2024
TIME: 5:30 p.m.

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

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Regular Council meeting dated January 29, 2024

DELEGATIONS Skeeter Wright – Official Community Plan and Zoning Bylaw
Amendments – Mining Activities

PUBLIC INPUT SESSION 2024-2026 Operating Budget Bylaw

PUBLIC HEARING Zoning Amendment – 2086 Second Avenue

STANDING COMMITTEE REPORTS

Development Services Committee – *Councillors Boyd and Murray*

1. 2024 Town Square Program

City Operations Committee – *Councillors Curteanu and Friesen*

Community Services Committee – *Councillors Cameron and Laking*

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

Corporate Services Committee – *Councillors Laking and Curteanu*

1. Commencement Report and Budget Amendment – Crestview Water Improvements
2. Commencement Report and Budget Amendment – Aquatic Centre Water Line Upgrade
3. Budget Amendment – Takhini Arena Furnace
4. 2022-2024 Strategic Priorities Update – For Information Only

City Planning Committee – *Councillors Friesen and Boyd*

1. Lease Agreement – Physio Plus at the Canada Games Centre
2. Official Community Plan and Zoning Bylaw Amendments – Mining Activities

NEW AND UNFINISHED BUSINESS

1. Motion – Councillor Laking – Building Height Maximum

AGENDA (cont'd)

BYLAWS

2024-23	Zoning Amendment – Mining Activities	1 st Reading
2024-07	Lease Agreement – Physio Plus at the Canada Games Centre	1 st and 2 nd Reading
2024-05	Umbrella Capital Budget Amendment Bylaw	3 rd Reading
2024-06	Umbrella Operating Budget Amendment Bylaw	3 rd Reading
2024-08	Lease Agreement Renewal – Downtown Urban Gardeners Society	3 rd Reading
2024-12	Write-Off Uncollectible Accounts	3 rd Reading
2024-17	Urban Electrification Local Improvement	3 rd Reading

ADJOURNMENT

MINUTES of REGULAR Meeting #2024-02 of the Council of the City of Whitehorse
called for 5:30pm on Monday, January 29, 2024, in Council Chambers, City Hall.

PRESENT: Deputy Mayor Jocelyn Curteanu
Councillors Dan Boyd
Kirk Cameron
*Michelle Friesen
Ted Laking
*Mellisa Murray

ABSENT Mayor Laura Cabott

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

*Indicates electronic participation

Deputy Mayor Curteanu called the meeting to order at 5:30pm

CALL TO ORDER

AGENDA

2024-02-01

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

Carried Unanimously

PROCLAMATIONS

Deputy Mayor Curteanu proclaimed the month of February to
be Black History Month in the city, a time to bring attention to
injustice and to celebrate Black culture and tradition.

Black History Month

MINUTES

2024-02-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated
January 15, 2024 be adopted as presented.

Carried Unanimously

COMMITTEE REPORTS

City Budget Committee

Deputy Mayor Jocelyn Curteanu presented the Budget Speech
for the 2024 Operating Budget, and the 2025 and 2026
Provisional Budgets.

Budget Address – 2024 to
2026 Operating Budget

Development Services Committee

There was no report from the Development Services Committee.

No Report

City Operations Committee

Administration provided information on additional snow-clearing efforts in effect, including enlisting contractors to help with snow removal and an enhanced Bylaw focus downtown.

Snow-Clearing in the City

Community Services Committee

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

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

Public Health and Safety Committee

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

New Business – Firesmart
Work Reminder

Given the potential harm to drinking water from mineral exploration activities, a Committee member requested and was provided clarification on the City's responsibility to ensure the safety of the City's water supply. Administration confirmed they are comfortable with the regulations in place to protect the city's drinking water.

New Business – Mining
Influence on Water Quality

Corporate Services Committee

2024-02-03

It was duly moved and seconded
THAT Council authorize Administration to commence the procurement of project 240c00622 Copper Haul Road Improvements.

Commencement Report –
Copper Haul Road
Improvements

Carried Unanimously

2024-02-04

It was duly moved and seconded
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.

Write-Off Uncollectable
Accounts

Carried Unanimously

2024-02-05

It was duly moved and seconded
THAT Council direct that the City Seal be affixed to the 2023 Tax Lien Summary List to authenticate the list.

Authorization of Tax Lien
Summary

Carried Unanimously

2024-02-06

It was duly moved and seconded
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.

2023 Umbrella Budget
Amendments

Carried Unanimously

2024-02-07

It was duly moved and seconded
THAT Council direct that the application under the urban electrification program for Lot 1619, Block 105/D14, Plan 100044223 be accepted; and
THAT Bylaw 2024-17, a bylaw to authorize a local improvement charge for urban electrification at Lot 1619, Block 105/D14, Plan 100044223 be brought forward for consideration under the bylaw process.

Urban Electrification Local
Improvement

Carried Unanimously

City Planning Committee

2024-02-08

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

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

Carried Unanimously

2024-02-09

It was duly moved and seconded
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.

Copper Ridge Development
Area Master Plan

Carried Unanimously

2024-02-10

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

Lease Agreement Renewal –
Downtown Urban Garden
Society

Carried Unanimously

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

Housing Accelerator Fund –
In-Camera

NEW AND UNFINISHED BUSINESS

2024-02-11

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

Housing Accelerator Fund

Councillor Ted Laking presented a Notice of Motion to bring forward at the next Regular Council meeting February 12, 2024 on amending the Official Community Plan to increase the maximum building height limit.

Notice of Motion – Councillor
Laking – Building Height
Maximum

BYLAWS

2024-02-12

It was duly moved and seconded
THAT Bylaw 2024-01, a bylaw to adopt the 2024 Annual Operating Budget and the 2025-2026 Provisional Budgets, be given First Reading.

Carried Unanimously

BYLAW 2024-01
2024 – 2026 Operating
Budget
FIRST READING

2024-02-13

It was duly moved and seconded
THAT Bylaw 2024-02, a bylaw to levy taxes for the year 2024, be given First Reading.

Carried Unanimously

BYLAW 2024-02
Tax Levy Bylaw
FIRST READING

2024-02-14

It was duly moved and seconded
THAT Bylaw 2024-03, a bylaw to amend the Fees and Charges Bylaw in accordance with the 2024, be given First Reading.

Carried Unanimously

BYLAW 2024-03
Fees and Charges Bylaw
Amendment
FIRST READING

2024-02-15

It was duly moved and seconded
THAT Bylaw 2024-05, a bylaw to amend the 2023 to 2026 Capital Expenditure Program with respect to budget adjustments made throughout 2023, be given First Reading.
Carried Unanimously

BYLAW 2024-05
Umbrella Capital Budget
Amendment Bylaw
FIRST READING

2024-02-16

It was duly moved and seconded
THAT Bylaw 2024-05 be given Second Reading.
Carried Unanimously

BYLAW 2024-05

Umbrella Capital Budget
Amendment Bylaw
SECOND READING

2024-02-17

It was duly moved and seconded
THAT Bylaw 2024-06, a bylaw to amend the 2023 to 2025
Operating Budget with respect to budget adjustments made
throughout 2023, be given First Reading.
Carried Unanimously

BYLAW 2024-06

Umbrella Operating
Budget Amendment Bylaw
FIRST READING

2024-02-18

It was duly moved and seconded
THAT Bylaw 2024-06 be given Second Reading.
Carried Unanimously

BYLAW 2024-06

Umbrella Operating
Budget Amendment Bylaw
SECOND READING

2024-02-19

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

BYLAW 2024-08

Lease Agreement
Renewal – Downtown
Urban Garden Society
FIRST READING

2024-02-20

It was duly moved and seconded
THAT Bylaw 2024-08 be given Second Reading.
Carried Unanimously

BYLAW 2024-08

Lease Agreement
Renewal – Downtown
Urban Garden Society
SECOND READING

2024-02-21

It was duly moved and seconded
THAT Bylaw 2024-12, a bylaw to authorize the write-off of
uncollectible accounts, be given First Reading.
Carried Unanimously

BYLAW 2024-12

Write-Off Uncollectible
Accounts
FIRST READING

2024-02-22

It was duly moved and seconded
THAT Bylaw 2024-12 be given Second Reading.
Carried Unanimously

BYLAW 2024-12

Write-Off Uncollectible
Accounts
SECOND READING

2024-02-23

It was duly moved and seconded
THAT Bylaw 2024-17, a bylaw to authorize a local
improvement charge for urban electrification at Lot 1619, Block
105/D14, Plan 100044223, be given First Reading.

Carried Unanimously

BYLAW 2024-17
Urban Electrification Local
Improvement
FIRST READING

2024-02-24

It was duly moved and seconded
THAT Bylaw 2024-17 be given Second Reading.

Carried Unanimously

BYLAW 2024-17
Urban Electrification Local
Improvement
SECOND READING

2024-02-25

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

Carried Unanimously

BYLAW 2024-04
2023 Umbrella Grant
Bylaw
THIRD READING

2024-02-26

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

Carried Unanimously

BYLAW 2024-13
Re-budget – Livingstone
Lagoon Desludging
THIRD READING

There being no further business, the meeting adjourned at 6:24p.m. **ADJOURNMENT**

Laura Cabott, Mayor

Corporate Services

MEMORANDUM

FILE #: Z-05-2023

TO: Mayor and Council
FROM: Administration
DATE: February 6, 2024
SUBJECT: Public Hearing – Zoning Bylaw Amendment for 2086 Second Avenue

Please be advised there will be a Public Hearing at the Regular Council Meeting of February 12, 2024, to hear from interested parties related to the following Zoning Bylaw amendment:

Bylaw 2024-09, a bylaw to amend the zoning at 2086 Second Avenue, from CM2 – Mixed Use Commercial 2 to CM2x – Mixed Use Commercial 2 (modified).

The City received an application to rezone 2086 Second Avenue from CM2 – Mixed Use Commercial 2 to CM2x – Mixed Use Commercial 2 (modified) to allow for the development of a building with a maximum height of 25 m.

Bylaw 2024-09 received First Reading on January 15, 2024. Notices were published in the Whitehorse Star and Yukon News on January 19, 2024 and January 26, 2024. A notice sign was placed on the subject site and property owners within 100 m were notified by mail. The Government of Yukon Land Management Branch, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Downtown Residents Association were notified by email.



Mathieu Marois
Senior Planner, Planning and Sustainability Services

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



Minutes of the meeting of the Development Services Committee

Date	February 5, 2024	2024-03
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	*Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	*Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Stephanie Chevalier, Economic Development Coordinator, Development Services	

* Indicates electronic participation

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

1. 2024 Town Square Program

Following the 2023 Main Street Pilot Project, staff undertook significant engagement with the public and business community to prepare for 2024's Project. Administration has prepared two potential location options for the 2024 Town Square based on feedback received and presented them to Council for endorsement. Further information was provided on topics such as the discussion with local businesses, non-government organizations and indigenous groups, the plausibility of a partial closure on Main Street, use of the alleyways, and on anticipated event programming.

The Recommendation of the Development Services Committee is

THAT Council direct Administration to proceed with the identified Riverfront area as the 2024 Town Square location.

2. New Business – Yukon Government Gravel Study

A Committee member requested an update on the Yukon Government's study on gravel supply in and outside of city limits. It was confirmed that the results are currently under review by the Yukon Government.



Minutes of the meeting of the City Operations Committee

Date	February 5, 2024	2024-03
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Councillor Kirk Cameron	
Present	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	*Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	*Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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



Minutes of the meeting of the Community Services Committee

Date	February 5, 2024	2024-03
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Councillor Jocelyn Curteanu	
Present	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	*Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	*Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. **New Business – Chinese New Year**

A Committee member recognized the start of the Chinese Year of the Dragon and thanked the Chinese Canadian Association of Yukon for their celebration on February 5, 2024.

2. **New Business – Fridays for Futures Youth Group**

A Committee member spoke about a meeting with the Fridays for Futures Youth Group, where the group expressed interest in the City's climate action plan. Attention was brought to the ongoing public engagement survey on the topic which closes February 16, 2024.



Minutes of the meeting of the Public Health and Safety Committee

Date	February 5, 2024	2024-03
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Councillor Jocelyn Curteanu	
Present	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	*Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	*Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	

* Indicates electronic participation

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

1. Delegate Aubin Tuzlak – Handling Conflict

Delegate Aubin Tuzlak spoke to Council on the importance of dissuading violence and promoting resolution through kindness and understanding. The delegate emphasized that this is possible through the gathering of a global community dedicated to peace.



Minutes of the meeting of the Corporate Services Committee

Date	February 5, 2024	2024-03
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair	
	Mayor Laura Cabott	
Committee Members	Councillor Dan Boyd	
	Councillor Kirk Cameron	
Present	Councillor Jocelyn Curteanu	
	*Councillor Michelle Friesen	
	*Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	*Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Taylor Eshpeter, Manager, Engineering Services	
	Peter O'Blenes, Manager, Property Management	

* Indicates electronic participation

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

1. Commencement Report and Budget Amendment – Crestview Water Improvements

A commencement report was presented to authorize the procurement of construction services to upgrade the water network in the Crestview neighbourhood. Funding for this project is included in the approved 2024-2027 Capital Expenditure Program and an application will be submitted to the Canada Community Building Fund to fund the full budget amount. The project will be funded from reserves until a transfer payment agreement is in place. Further information was provided on mitigations to community traffic disruptions, and the project's relation to previous upgrades done to the water network.

The Recommendation of the Corporate Services Committee is

THAT Council authorize Administration to commence the procurement of project 240c00222 Crestview Water Improvements; and
THAT this project be funded from the Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

2. Commencement Report and Budget Amendment – Aquatic Centre Water Line Upgrade

A commencement report was presented to authorize the procurement of an upgrade to the Canada Games Centre Aquatic Centre's domestic water line. Funding for this project is included in the approved 2024-2027 Capital Expenditure Program and will be funded primarily from the Canada Community Building Fund. The project will be funded from reserves until a transfer payment agreement is in place. Additional details were given on the schedule and technicalities of the project.

The Recommendation of the Corporate Services Committee is

THAT Administration be authorized to commence the procurement for the project 360c00224 CGC Aquatic Centre Domestic Water Line Upgrade; and

THAT this project be funded from Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

3. Budget Amendment – Takhini Arena Furnace

A budget amendment is required to advance the procurement of new Takhini Arena Furnaces from the 2025 Provisional Budget to the 2024 Capital Budget for \$385,000. The work was originally scheduled to begin in 2025, but due to increased risk to public health and safety and property, the situation meets the definition of an emergency under the City's Procurement Policy. The City Manager has approved awarding a contract based on the results of an invitational tender in 2024, and budget authorization is now required from Council. Administration confirmed the anticipated lifespan of Takhini Arena, and the potential impact to ice times from the furnace replacements.

The Recommendation of the Corporate Services Committee is

THAT Council direct that the 2024-2027 Capital Expenditure Plan be amended to advance project 320c01713 Takhini Arena Furnaces to the 2024 budget year, funded from Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

4. 2022-2024 Strategic Priorities Update – For Information Only

In April 2022, Council adopted a set of Strategic Priorities to guide corporate progress over the term of Council. A progress report as of January 2024 was presented. With over 50 actions and initiatives identified, Administration confirmed that progress has been achieved, is ongoing or is scheduled to be achieved in every area.



Minutes of the meeting of the City Planning Committee

Date	February 5, 2024	2024-03
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	*Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	*Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Peter Duke, Manager, Planning Services	

* Indicates electronic participation

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

1. Lease Agreement – Physio Plus at the Canada Games Centre

Since 2005, Physio Plus has been operating within the Canada Games Centre to provide physiotherapy services to the community. The existing lease agreement expires in April 2024, so a new lease agreement has been negotiated and put before Council for approval. The new lease has a term of approximately 18 months, concluding at the end of October 2025. Details on common area costs, and on maintenance and snow clearing were provided in response to Committee questions.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-07, a bylaw to authorize a lease agreement with Physio Plus for space at the Canada Games Centre, be brought forward for consideration under the bylaw process.

2. Official Community Plan and Zoning Bylaw Amendments – Mining Activities

An application was submitted for text amendments to the Official Community Plan and the Zoning Bylaw, with the intention to protect groundwater resources and minimize disturbances to recreational and residential areas by preventing mineral exploration and

extraction within city limits. Currently, mineral exploration and extraction is permitted in limited areas of the city. The proposed amendments to the Official Community Plan and the Zoning Bylaw would prohibit any new mining activities in areas of the city where it is currently allowed. An alternative amendment to only the Zoning Bylaw was also presented that would not result in a complete prohibition of mining activities but further regulate them, provide opportunity for more public involvement, and designate Council as the final decision-making body. Clarification was provided on the timelines of both options and the multi-organizational processes should the amendments go forward. Administration also gave details on grandfathering current claims, increasing the public groups notified, and on the potential for proponent-led public input events.

The Recommendation of the City Planning Committee is

THAT Council direct that Administration's alternative bylaw, a bylaw to amend text within the Zoning Bylaw, be brought forward for consideration under the bylaw process.

3. Delegate Marcus Harden, President, Gladiator Metals – Advantages of Mineral Exploration to the Whitehorse Copper Belt

Marcus Harden, President of Gladiator Metals, appeared before Council as a delegate to speak against the proposed amendments to the Official Community Plan and Zoning Bylaw regarding mining activity. As prompted by Committee members, the delegate confirmed that nothing is being injected into the ground, and that consultation with First Nation governments has happened, and will happen at every stage.

4. Delegate Jim Coyne, Kluane Drilling – Potential Impacts of Amendments to Private Businesses

Regarding the proposed amendments to the Official Community Plan and Zoning Bylaw on mining activity, Jim Coyne, a representative of Kluane Drilling, spoke to Council about the impacts the amendments would have on the private sector and the negative message they would send to the mining community.

5. New Business – Whistle Bend Greenbelt

A Committee member raised concerns over a greenbelt within Whistle Bend that appears to have been over-cleared. Administration confirmed that the City will be working with the developer to address the potential over-clearing, and explore the possibility of restoration.

6. New Business – Drainage in Whistle Bend

Administration confirmed to Council that the City is working with the developer, being the Yukon Government, to address flooding issues on the Whistle Bend green street.

There being no further business the meeting adjourned at 8:19 P.M.

Laura Cabott, Mayor

Corporate Services

Motion

TO: Council

From: Councillor Ted Laking

Date: February 12, 2024 – Regular Council Meeting

Re: Motion – Building Height Maximum

I, Councillor Ted Laking, having given notice at the Regular Council meeting held January 29, 2024, now move as follows:

THAT Council direct that a Bylaw be brought forward under the bylaw process to replace Section 15.8.7 of the Official Community Plan with the following wording: “The maximum building height allowed in the Mixed Use – Downtown Core designation will be 35 metres.”

CITY OF WHITEHORSE

BYLAW 2024-23

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to provide greater oversight over mineral exploration and extraction within city limits;

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

1. Section 2.2 of Zoning Bylaw 2012-20 is hereby amended by adding the definitions of “Mineral Development” and “Mineral Exploration” to read as follows:

“MINERAL DEVELOPMENT” means the construction of a facility or work for the production of minerals, extraction of a mineral from the land, or treating a mineral that has been extracted from the land.

“MINERAL EXPLORATION” means any activity or group of activities undertaken for the sole or principal purpose of assessing land for its suitability for the production of minerals.

2. Section 3.2.2 a) of Zoning Bylaw 2012-20 is hereby amended to read as follows:

“a) shall receive and decide upon completed applications for development permits, temporary use permits (excepting mineral exploration temporary use permits), and *Certificates of Zoning Compliance*;”

3. Section 4.11 of Zoning Bylaw 2012-20 is hereby amended to add section 4.11.1 f) to read as follows:

“4.11.1 f) temporary use permits for mineral exploration shall be issued by Council according to section 4.8 *Notice of Proposed Conditional Use* and section 4.9 *Conditional Use Decisions*.”

4. Section 11.2.4 of Zoning Bylaw 2012-20 is hereby amended to add “mineral development” and “mineral exploration” as conditional uses of the IH – Heavy Industrial zone to read as follows:

“11.2.4 Conditional Uses

- a) land treatment facilities
- b) mineral development
- c) mineral exploration
- d) natural resource extraction”

5. Section 11.3.4 of Zoning Bylaw 2012-20 is hereby amended to add “mineral

development” and “mineral exploration” as conditional uses of the IQ – Quarries zone to read as follows:

- “11.3.4 Conditional Uses
- a) asphalt plants
 - b) land treatment facilities
 - c) mineral development
 - d) mineral exploration”

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

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2024-07

A bylaw to authorize a lease agreement with Physio Plus with respect to the lease of premises at the Canada Games Centre.

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 Physio Plus for the lease of space within the Canada Games Centre for an 18-month period from April 19, 2024 to and including October 31, 2025;

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

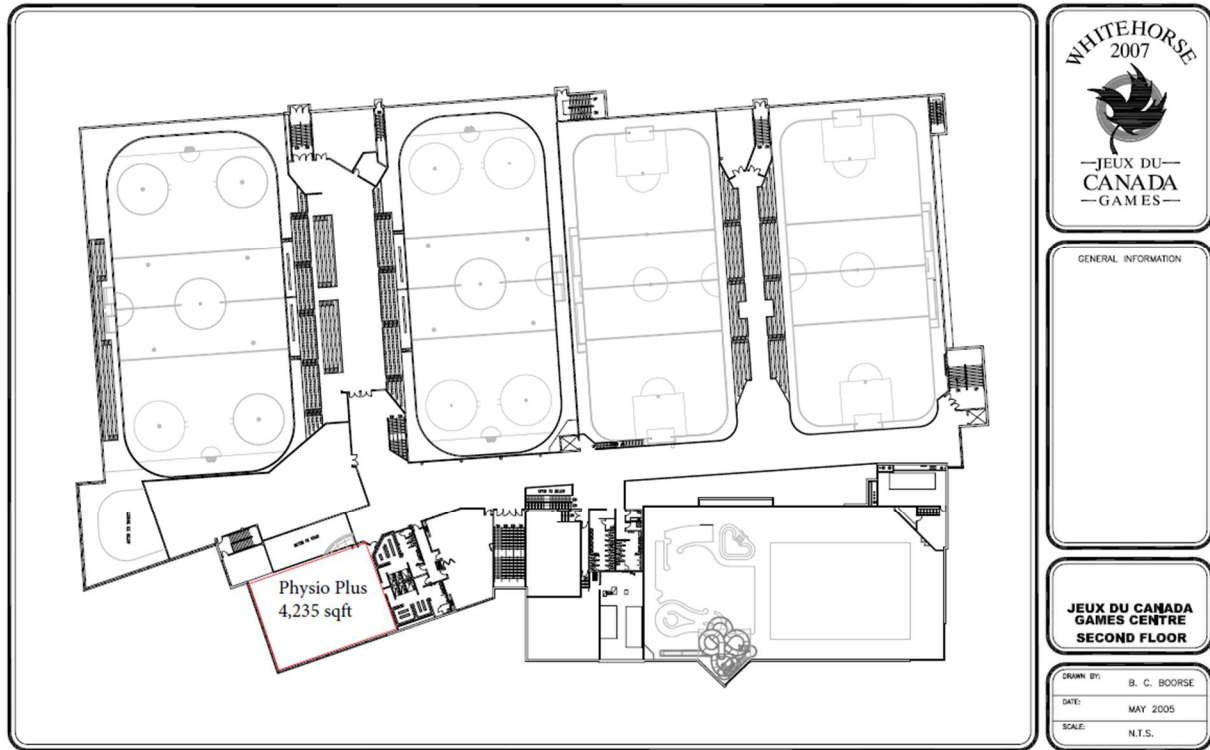
1. The City of Whitehorse is hereby authorized to enter into an eighteen (18) month lease agreement with Physio Plus with respect Lot 1174, Quad 105D/11, Plan 2000-0056, Whitehorse, Yukon, comprising approximately 4,235 square feet in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

**APPENDIX A
OUTLINE OF LEASED PREMISES**



DRAFT

Dated

«date»

**THE CITY OF WHITEHORSE, a municipality duly incorporated
pursuant to the provisions of the *Municipal Act***

(the “LANDLORD”)

and

15878 YUKON INC.

(the “TENANT”)

LEASE AGREEMENT

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SCHEDULE A	OUTLINE OF LEASED PREMISES
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SCHEDULE B	DESCRIPTION OF LANDS
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SCHEDULE G	CERTIFICATE OF ACKNOWLEDGEMENT BY OFFICER OF CORPORATION

THIS INDENTURE made this ___ day of _____, 202_.

BETWEEN:

THE CITY OF WHITEHORSE

(the “**Landlord**”)

and

15878 YUKON INC.

(the “**Tenant**”)

WHEREAS the Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord the “**Leased Premises**” forming part of the Facility.

In consideration of the Rents, covenants and agreements hereinafter contained and by the parties to be respectively paid, observed and performed, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Lease:

- (a) “**Additional Covenants**” means those covenants, if any, set forth in Schedule D hereof;
- (b) “**Business Hours**” means such hours and days as may be designated by the Landlord, acting reasonably;
- (c) “**Commencement Date**” means that date specified in Schedule D hereof;
- (d) “**Common Areas**” means those areas, facilities, utilities, improvements, equipment and installations in or adjacent to the Facility which serve or are for the benefit of the Facility and which from time to time, are not designated or intended by the Landlord to be Leased to tenants of the Facility and shall include without limitation, all areas, facilities, utilities, improvements, equipment and installations provided or designated (and which may be changed from time to time) by the Landlord for the use or benefit of the tenants, their employees, customers and other invitees in common with others entitled to the use or benefit thereof in the manner and for the purposes permitted by this Lease, and shall also include all exterior walls and roofs, but excluding all areas used in the computation of the Rentable Floor Area of the Facility. For greater certainty, the Common Areas are outlined in red in the attached Schedule A.1 hereto and comprise an area of 28,524 square feet;
- (e) “**Common Area Maintenance**” means electricity, propane, heating fuel, janitorial services and supplies, snow removal, water, sewer, and garbage removal costs.
- (f) “**Facility**” means the building and improvements located on the Land and known as Canada Games Centre and such additions, deletions, alterations, and improvements as may be made thereto from time to time by the Landlord;

- (g) **"Fiscal Year"** means a period of twelve (12) calendar months, which shall be a calendar year unless the Landlord shall have from time to time selected a Fiscal Year which is not a calendar year and shall have notified the Tenant accordingly;
- (h) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive materials,
 - (ii) explosives,
 - (iii) 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,
 - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (A) endangers the health, safety or welfare of persons or the health of animal life,
 - (B) interferes with normal enjoyment of life or property, or
 - (C) causes damage to plant life or to property,
 - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
 - (vi) 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;
- (i) **"HVAC"** means the heating, ventilating and air conditioning system serving the Leased Premises;
- (j) **"Land"** means the lands described in Schedule B;
- (k) **"Landlord"** includes the Landlord, its successors and assigns and those in law for whom it is responsible;
- (l) **"Landlord's Architect"** means that architect or engineer from time to time appointed by the Landlord;
- (m) **"Lease"** means this Lease as from time to time amended in writing and agreed to by all parties hereto;
- (n) **"Leased Premises"** means that portion of the Facility Leased to the Tenant as referred to in Section 2.1 hereof the area of which is shown in Schedule A annexed hereto, and which is described in Schedule D hereof. If the Leased Premises are entirely self-enclosed, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the bottom surface of the structural ceiling. If the Leased Premises have no ceiling abutting the demising walls, but rather are open to the ceiling of the Facility, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the height of the demising walls. The boundaries shown on Schedule A include the exterior faces of

all adjoining walls, corridor walls and outside walls and shall extend to the center of all demising walls;

- (o) **"Lease Year"** means a period of twelve (12) consecutive calendar months. The first Lease Year shall commence on the Term Commencement Date if that date occurs on the first day of a calendar month, but if it does not so occur, the first Lease Year shall commence on the first day of the calendar month next following the date of commencement of the Term. Each succeeding Lease Year shall commence on the anniversary date of the first day of the first Lease Year;
- (p) **"Proportionate Share"** shall be the proportion which the Rentable Floor Area of the Leased Premises bears to the Total Area of the Facility, including the Leased Premises;
- (q) **"Rent"** means all amounts due hereunder from the Tenant including, without limitation, Minimum Rent specified in Schedule D attached hereto, and Additional Rent;
- (r) **"Rentable Floor Area"** means the floor area of the Leased Premises or the Facility, as the case may be, as stipulated by the Landlord, subject to adjustment as to final area, as determined by the Landlord's Architect, provided that any of Rentable Floor Area shall be based upon the standard method for measuring floor area in projects such as the Facility as sanctioned by the Building Owners' and Managers' Association International (BOMA);
- (s) **[intentionally deleted.]**
- (t) **"Stipulated Rate of Interest"** means the prime rate of interest charged from time to time by the Landlord's chartered bank at its head office to its most preferred commercial borrowers, plus five percent (5%) per annum, calculated and compounded monthly;
- (u) **"Term"** means the Term of this Lease as specified in Schedule D hereof to commence on the Term Commencement Date; and
- (v) **"Total Area of the Facility"** means the floor area of the Facility, which is comprised of 210,000 square feet.

1.2 Schedules

The Schedules to this Lease are a part of this document and consist of:

Schedule A	Outline of Leased Premises
Schedule A.1	Common Areas
Schedule B	Description of Lands
Schedule C	Rules and Regulations (Section 7.7)
Schedule D	Lease Specifics and Additional Covenants
Schedule E	Tenant's Work
Schedule F	Landlord's Work
Schedule G	Certificate of Acknowledgement by Officer of Corporation

ARTICLE 2 DEMISE

2.1 Dismiss

The Landlord hereby Leases to the Tenant and the Tenant hereby Leases from the Landlord the Leased Premises for the Term and upon and subject to the covenants, conditions and agreements herein expressed.

ARTICLE 3 HABENDUM

3.1 Term

The Tenant shall have and hold the Leased Premises for and during the Term, subject to any renewal option set forth in Schedule D hereof.

3.2 Holding Over

If at the expiration of the Term or the earlier termination of the Lease the Tenant shall remain in possession of the Leased Premises with or without the consent of the Landlord and without any further written agreement, the Tenant shall be a tenant from month to month and no other tenancy shall be created by implication of law or otherwise. If the Tenant is in possession of the Leased Premises with the consent of the Landlord, the Tenant covenants to pay monthly, in advance, the monthly installment of Rent in effect on the day immediately preceding the date of termination. If the Tenant is in possession of the Leased Premises without the consent of the Landlord, the Tenant covenants to pay monthly, in advance, the twice monthly installment of Rent in effect on the day immediately preceding the date of termination. The Tenant further covenants to otherwise remain subject to the same terms and conditions as herein contained, (except any provision for renewal) and nothing, including the acceptance of any Rent by the Landlord, shall extend this Lease except through a specific agreement in writing between the Landlord and the Tenant. The Tenant hereby authorizes the Landlord to apply any monies received from the Tenant in payment of the Rent.

ARTICLE 4 RENT

4.1 Minimum Rent

The Tenant shall pay to the Landlord the Minimum Rent, without any deduction, abatement, set-off or diminution whatsoever in equal consecutive monthly installments, in advance punctually on the first day of each month throughout the Term, (except for the first payment of Minimum Rent which shall be paid on the Commencement Date and adjusted on a per diem basis to reflect any occupancy for a part month). The parties acknowledge that this Lease constitutes a "**Gross Lease**".

4.2 Accrual of Rent

Rent shall be considered as accruing from day to day hereunder and where it is necessary to calculate such Rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made.

4.3 Place of Rent Payment

All Rent hereunder shall be payable in lawful money of Canada and shall be paid to the Landlord or to that party as the Landlord may direct from time to time. Where the calculation of Rent cannot be made until after the termination of this Lease, the obligation of the Tenant to pay this Rent shall survive the termination hereof and such amount shall be payable by the Tenant upon demand by the Landlord.

4.4 [Intentionally deleted.]

4.5 [Intentionally deleted.]

4.6 Method of Payment

The Tenant shall, on or before the commencement of the Term, as set forth in Schedule D hereof, and each Rental Year thereafter, provide the Landlord with postdated cheques from January 1st to August 31st and from September 1st to December 31st to coincide with the Tenant's year end.

4.7 Additional Rent and Charges

The parties acknowledge that the Lease shall constitute a Gross Lease. The cost of water, HVAC, electricity and other utility costs provided to or consumed in respect of the Leased Premises and the Tenant's Proportionate Share of property taxes, utilities, and common area maintenance relating to Common Areas of the Facility shall be included in the Minimum Rent. The Tenant shall, however, pay the following as Additional Rent:

- (a) where applicable, all business, and goods and services taxes and similar rates levied or assessed against the Leased Premises and the Tenant's business; and
- (b) its Proportionate Share of reasonable increases in common area maintenance, utilities and taxes over the costs in Year 1 (if any).

Year 1 of the Lease will form the basis for Gross Year Rent. In subsequent years, the Tenant will pay its Proportionate Share of reasonable increases in Common Area Maintenance, utilities and property taxes over the costs in Year 1 (if any). The Tenant's Proportionate Share shall be the proportion which the rentable area of the Lease Premises bears to the total area of the Facility including the Leased Premises.

Common Area Maintenance Costs for 2024 of the Leased Premises is \$5,890 which has been derived as follows:

The actual costs for the common area (electricity, propane, heating fuel, janitorial, snow removal, water, sewer, garbage and janitorial supplies) is \$2,168,174.17 divided by the total square foot area of the Facility (210,000 sq. ft) amounts to \$10.33 per square foot. \$10.33 times the common area (concourse and washrooms) of the Facility (28,524 sq. ft.) is \$294,500. The total square foot area of the Leased Premises, at 4235 square feet, divided by the total square foot area of the Facility (210,000 sq. ft.) is 2%. The base year cost to maintain the common area of \$294,500 times 0.02 is \$5,890.

The Landlord agrees that the tenant's proportionate share of annual increases in common area maintenance, utilities and taxes will not exceed five (5%) per cent per annum above the Base Year costs. In the event there is a decrease in common area maintenance, the Tenant will be reimbursed its Proportionate Share of the decrease.

Maintenance of the following areas in the Facility will not form part of the Facility common area maintenance and costs for these areas will be borne by the Landlord solely:

"Swimming pool, ice rinks, Fieldhouse, Flexihall, play area, track or health and wellness area"

ARTICLE 5 GENERAL COVENANTS

5.1 Landlord's General Covenants

The Landlord covenants with the Tenant:

- (a) for quiet enjoyment; and

- (b) to observe and perform all the covenants and obligations of the Landlord herein.

5.2 Tenant's General Covenants

The Tenant covenants with the Landlord:

- (a) to pay Rent; and
- (b) to observe and perform all the covenants and obligations of the Tenant herein.

5.3 Annual Meetings

The Landlord and Tenant agree to meet on an annual basis at the Landlord's offices, or such other location as may be mutually agreed upon, for the purpose of reviewing Facility operations, the Tenant's conduct of business from the Leased Premises and the provision of services to the customers and invitees of the Facility for the purpose of optimizing operations and services. The meeting may include the Landlord's Manager of Parks and Recreation and the Facility Supervisor, Canada Games Centre and the Tenant's Operations Manager and On-site Manager.

ARTICLE 6 COMMON AREA UTILITIES AND EXPENSES

6.1 Heating, Ventilating and Air-Conditioning

The Landlord covenants that it will operate as reasonably necessary during Business Hours, the HVAC serving the Leased Premises. In the event that the HVAC is damaged or destroyed and in the opinion of the Landlord requires repair, inspection, overhauling or replacement, the Landlord shall carry out this work with all reasonable speed. The Landlord shall not be responsible for the failure of the HVAC to perform its function if such failure results from any arrangement of partitioning in the Leased Premises or changes or alterations thereto, or the failure on the part of the Tenant to shade windows which are exposed to the sun, or from any use of electrical power by the Tenant in excess of three (3) watts per square foot of Rentable Floor Area. The Landlord shall not be liable for direct, indirect or consequential damage or damage for personal discomfort or illness of the Tenant, or its clerks, servants, employees, invitees, clients, customers or other persons or damage to the Tenant's property by reason of the operation or non-operation of the HVAC, nor shall the Rent abate during any such non-operation. The Tenant's interior layout, submitted to the Landlord for approval pursuant to Section 7.5 shall be modified by the Tenant if necessary, in accordance with the reasonable requirements of the Landlord's engineers in order to secure maximum efficiency of the HVAC serving the Leased Premises. The Tenant covenants to keep all vents serving the HVAC within the Leased Premises free and clear of all obstructions and objects. The Tenant acknowledges that it may take up to one (1) year from the Commencement Date to properly balance the HVAC.

6.2 Common Areas

- (a) Subject to the rules and regulations hereinafter mentioned, the Landlord covenants to allow the Tenant, in common with other tenants of the Facility, and its or their agents, clerks, servants, employees, invitees, clients, and all other persons seeking communication with it or them, the free use during Business Hours of the Common Areas. The Landlord covenants to maintain, clean, and light the Common Areas. It is agreed that the Tenant and all other persons hereby permitted to use such Common Areas shall do so at their sole risk and under no circumstance shall the Landlord be liable for any damages or injury resulting to any persons or property within such Common Areas, or occasioned to any person or property by the use of the elevators or any of the appurtenances of the Facility.
- (b) The Common Areas shall at all times be subject to the exclusive control and management of the Landlord.

- (c) The Tenant's staff and clients will have the right to access the Health and Wellness Area, swimming pool, track, locker rooms, and washroom areas of the Facility for the purposes of physical rehabilitation, assessment and treatment. Provided the Tenant has purchased annual passes to the Facility, in a quantity sufficient for each client accessing the Facility, the client will not be required to pay daily access charges while undergoing such rehabilitation, assessment and treatment. The Landlord agrees that each pass purchased can be used by an unlimited number of the Tenant's clients. The Tenant agrees that each pass may only be used by one client at any given time.

6.3 Caretaking

All cleaning and caretaking of the Leased Premises shall be carried out by the Tenant at its expense. The Tenant shall keep the Leased Premises in a clean and wholesome condition to such reasonable standards as the Landlord may from time to time determine, provided that the Tenant shall at the end of each business day leave the Leased Premises in a reasonably tidy condition. The Tenant will not allow refuse, garbage or other loose or objectionable matter to accumulate in or about the Leased Premises and will at all times comply with local health codes and regulations and any rules and regulations of the Landlord that may be in effect from time to time. The Tenant shall be responsible for the removal and transport of all garbage and recyclables to the containers for same designated by the Landlord at the Tenant's sole cost and using the Tenant's own equipment.

ARTICLE 7 USE AND OCCUPANCY OF LEASED PREMISES

7.1 Use of Leased Premises

The Leased Premises shall be used continuously during the Term for purposes relating to the Tenant's business, as described in Schedule D hereof, and for no other use or purpose whatsoever. The Tenant shall not carry on nor permit to be carried on in the Leased Premises any other trade or business without the prior written consent of the Landlord, which consent may be unreasonably withheld. The Tenant shall carry on business under the trade name as described in Schedule D hereof, and under no other name whatsoever without the prior written consent of the Landlord, which consent may be unreasonably withheld.

The Tenant acknowledges that it is not entitled to use the Landlord's name and logo or the Facility's name and logo for any purpose other than describing the location of the Leased Premises without the prior written consent of the Landlord, which consent may be unreasonably withheld.

7.2 Occupancy of Leased Premises

The Landlord shall provide, and the Tenant shall accept, the Leased Premises in an "as-is, where-is" condition. The Tenant shall examine the Leased Premises and the Tenant's taking of possession shall be conclusive proof that at the time thereof, the Leased Premises were in good order and in a condition satisfactory to the Tenant.

7.3 Nuisance

The Tenant shall not carry on any business nor do or suffer any act or thing which in the opinion of the Landlord constitutes a nuisance or would result in a nuisance, or which would be offensive or an annoyance to the Landlord or to the other tenants occupying the Facility, nor do or suffer any waste or damage, disfiguration or injury to the Leased Premises, nor permit or suffer any overloading of the floors, or permit the sale and/or display of goods outside the Leased Premises other than as may previously have been approved in writing by the Landlord. In particular, and without restricting the generality of the foregoing, the Landlord may require the Tenant to discontinue the sale of any food or beverage item due to operational concerns (such as safety, maintenance or liability) of the Landlord.

7.4 Compliance with Laws

- (a) The Tenant will promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Leased Premises or the machinery, equipment and other facilities located in the Leased Premises. The Tenant will not use the Leased Premises in any way, whether within the use hereinbefore permitted or not, which would or may impose upon the Landlord any obligation to modify, extend, alter or replace any part of the Leased Premises nor any of the machinery, equipment or other facilities located in the Leased Premises, except where previously agreed to by the Landlord in writing.
- (b) The Landlord will promptly comply with and conform to all applicable statutes, laws, by-laws, regulations, ordinances and orders at any time or from time to time in force during the Term affecting the Facility.

7.5 Improvements. Alterations, Fixtures

- (a) The Tenant will not, without the prior written consent of the Landlord, make, erect or install any partition (including moveable partitions), Leasehold improvement, alteration, or fixture (including trade fixtures) in or about the Leased Premises. If the Tenant desires to make, erect or install any such partition, Leasehold improvement, alteration or fixture, the Tenant shall, at the time of its application for the Landlord's consent, inform the Landlord and furnish plans and specifications of the necessary work and if the Landlord shall consent to such work being done, the Landlord shall have the right to require security from the Tenant to assure payment of all contractors and tradespeople as well as to supervise the work and approve the contractors and tradespeople employed by the Tenant. The Tenant shall pay as Rent, within five (5) days after the receipt of the Landlord's invoice, the Landlord's reasonable cost of examining, approving and supervising the Tenant's plans, specifications, contractors and work. In the event any alteration, addition, improvement or installation has been made without the written consent of the Landlord, the Landlord may require the Tenant to restore the Leased Premises to such an extent as the Landlord deems expedient.
- (b) Upon the expiration or other termination of this Lease, all alterations, additions or improvements which may have been made or installed by the Tenant upon the Leased Premises, (whether with or without the Landlord's consent) and which are attached to the floors, walls or ceilings (including carpeting and light fixtures), shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury and shall be and become the absolute property of the Landlord.
- (c) Notwithstanding Section 7.5(b), but subject to this Section 7.5(c), and provided the Tenant has paid the Rent and performed and observed all the covenants and conditions herein contained, the Tenant shall, at the expiration or other sooner termination of this Lease, have the right to remove its equipment counter and trade fixtures, but shall make good the damage caused to the Leased Premises and the Facility which may result from such installation and removal.

7.6 Insurance

- (a) The Tenant shall throughout the Term and during any other time the Tenant occupies the Leased Premises or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - (i) "all risks" insurance upon property of every kind and description owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the

Tenant and which is located within the Facility, in an amount not less than the full replacement cost thereof. If there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive. This policy shall also contain flood and sewer back-up coverage;

- (ii) any other form of insurance as the Tenant or Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure; and
 - (iii) comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.
- (b) Each insurance policy referred to in 7.6(a) shall name the Landlord and any person, firm or corporation designated by the Landlord as additional named insured as their interest may appear and such policies will contain where appropriate:
 - (i) a severability of interests clause or a cross liability clause;
 - (ii) a waiver in favour of the Landlord of any breach of warranty clause such that the insurance policies in question shall not be invalidated with respect to their interest, by reason of any breach or violation of any warranty, representation, declaration or condition contained in the policies; and
 - (iii) a clause stating that the Tenant's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Landlord.
- (c) All policies shall be taken out with insurers and shall be in a form acceptable to the Landlord acting reasonably. The Tenant agrees that certificates of insurance acceptable to the Landlord or if required by the Landlord, certified copies of each such insurance policy, will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

The acquisition and maintenance by the Tenant of the insurance policies as required pursuant to Section 7.6(a) shall in no manner whatsoever limit or restrict the liability of the Tenant under this Lease.

- (d) The Landlord will take out and keep in full force and effect throughout the Term, with responsible insurance companies and in amounts that would be carried by a prudent owner, the following:
 - (i) "all risks" insurance and where applicable, boiler and machinery insurance, on the real and personal property of the Landlord comprising and incidental to the Facility but specifically excluding any property with respect to which the Tenant and other tenants are obligated to insure pursuant to Section 7.6(a) or similar sections in their respective Leases;
 - (ii) public liability and property damage insurance with respect to the Landlord's operations in the Facility; and
 - (iii) such other forms of insurance as the Landlord may reasonably consider advisable from time to time.

Notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under any policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord.

- (e) The Tenant agrees that it will not keep nor suffer to be kept anything, or use, sell or offer for sale any article or merchandise in, upon, or about the Leased Premises that may contravene or be prohibited by any of the Landlord's insurance policies with respect to any part of Facility or which will prevent the Landlord from procuring insurance policies with companies acceptable to the Landlord.
- (f) If any insurance policy on the Facility or any part thereof is cancelled or threatened by the insurer to be cancelled or the coverage thereunder reduced or threatened to be reduced by the insurer, by reason of the use or occupancy of the Leased Premises or any part thereof by the Tenant or by any assignee or subtenant of the Tenant, or by anyone permitted by the Tenant to be upon the Leased Premises and if the Tenant fails to remedy the condition giving rise to this cancellation, threatened cancellation, reduction, or threatened reduction of coverage within twenty-four (24) hours after notice thereof by the Landlord, the Landlord may, at its option, and without liability to the Tenant, either:
 - (i) re-enter the Leased Premises forthwith and thereupon the provisions of Article 14 will apply; or
 - (ii) enter the Leased Premises and remedy the condition giving rise to the cancellation or reduction or threatened cancellation or reduction and the Tenant will pay to the Landlord the cost thereof on demand as Rent.

The Tenant agrees that the Landlord will not be liable for damage or injury caused to property of the Tenant or others located on the Leased Premises as a result of the entry or a breach of any covenant for quiet enjoyment contained in this Lease.

- (g) The Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages (save and except special, consequential or indirect damages), liabilities and expenses including lawyer's (on a solicitor and his own client full indemnity basis) and other professional fees, in connection with loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of the occupancy or use by the Tenant of the Leased Premises or any other part of Facility occasioned wholly or in part by any negligent act or omission of the Tenant, its officers, agents contractors, employees, sublessees, licensees, concessionaires or by anyone permitted by the Tenant to be in the Facility or the Leased Premises. This Section 7.6(g) shall survive the termination of the Lease. In the event that both the Landlord and Tenant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance to the settlement of the claim of the Tenant.

7.7 Rules and Regulations

The Tenant covenants to comply with the rules and regulations annexed hereto and marked Schedule C as amended from time to time, and to cause such rules and regulations to be observed and performed by everyone for whom the Tenant is in law responsible.

7.8 Signs

The Tenant acknowledges that:

- (a) no sign may be affixed to the interior of the Leased Premises visible to the exterior or affixed to the exterior of the Leased Premises or lettering placed upon the glass portions of same or exterior of the Facility without first obtaining the Landlord's prior written consent which consent shall not be unreasonably or arbitrarily withheld. The Landlord will allow the Tenant, at the Tenant's cost, to install a "locational advertising sign" on the main floor and 2nd floor identifying the Tenant's location. The Tenant will also be permitted to install fascia signage above the entrance to the Leased Premises. Location, size, and content of all signage will be agreed upon by the Landlord and Tenant acting reasonably and will be similar to other locational and fascia signage in the Facility;
- (b) the Landlord shall have the right to designate a contractor or contractors which may include the Landlord's employees for the purpose of installation, repair and maintenance of all such signs. All costs with respect to the installation of signage shall form part of the Additional Rent;
- (c) The Tenant has the option to Rent a two (2) sided (illuminated one (1) side) panel on the roadside pylon sign for the Facility measuring approximately 2' x 5' at a monthly rental of ONE HUNDRED TWENTY FIVE (\$125.00) DOLLARS for the Term of the Lease. The Landlord will supply the sign panels and the Tenant shall be responsible for the artwork and graphics, subject to the Landlord's prior consent as to color, graphics and content, such consent not to be unreasonably withheld. The Landlord, at its own expense will be responsible for maintenance and utilities associated with the sign.

7.9 Inflammable or Dangerous Substances

The Tenant represents, covenants and warrants to and in favour of the Landlord that:

- (a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord which consent may be arbitrarily or unreasonably withheld;
- (b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the Terms hereof, the Tenant shall:
 - (i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,
 - (ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Tenant;
- (d) without restricting the generality of the foregoing, in the event that gasoline or other storage tanks form a part of the Leased Premises or are placed in or upon the Leased Premises, the Tenant shall:

- (i) maintain and repair such storage tanks in a manner satisfactory to the Landlord; and
- (ii) at the request of the Landlord, assign any warranties or guarantees received from the manufacturer or installer of such storage tanks in favour of the Landlord as additional security.

7.10 Indemnity

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:

- (a) the costs of defending, counter-claiming or claiming over against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
- (b) any cost, liability or damage arising out of a settlement of any action entered into by the Landlord with or without the consent of the Tenant; and
- (c) the costs of repair, clean-up or restoration paid by the Landlord and any fines levied against the Tenant,

which at any time or from time to time may be paid, incurred or asserted against the Landlord, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Leased Premises either onto any lands (including the Lands), into the atmosphere or into any water. This indemnification shall survive the expiration of the Term of the Lease and the termination of the Lease for whatever cause or any renewal of the Lease.

7.11 Conduct of Business

The Tenant shall throughout the Term and any renewals, continuously, actively and diligently conduct its business in the whole of the Leased Premises.

The Tenant shall conduct its business in the Leased Premises in good faith for a minimum of fifty (50) hours per week except for weeks with statutory holidays. Nothing in this Section shall require the Tenant to carry on its business during any period prohibited by law. The Landlord will provide the Tenant and its patients with access to the Facility and the Leased Premises from 6:00 a.m. to 11:00 p.m. daily, year round, except for statutory holidays. The Landlord will also provide 24 hour access to the Facility and the Leased Premises to a maximum of two Directors from the Tenants Board of Directors. At all other times the Facility will be locked by the Landlord and protected by a building security system and all persons excluded therefrom. Prior approval of the Landlord shall be required for access to the Facility by the Tenant at any time other than Business Hours.

ARTICLE 8 REPAIRS

8.1 Tenant's Repairs

The Tenant covenants to maintain, repair and keep tidy to a first class condition the interior of the Leased Premises, except for reasonable wear and tear, as determined by the Landlord, acting reasonably. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto and shall not permit waste. The Tenant shall make all repairs and maintenance (including periodic painting and decoration) to the fixtures, equipment and machinery contained in the Leased Premises with all due diligence.

8.1 Landlord's Repairs

Subject to the foregoing, the Landlord covenants and agrees to operate and maintain the Facility as would a prudent owner having regard to the quality, size and location of the Facility, including without limitation, plate glass (except damage caused by those whom in law the Tenant is responsible), the structure of the Facility, and all plumbing, mechanical, electrical and HVAC Systems in the Facility.

8.2 Maintenance by Tenant

- (a) The Tenant covenants that the Landlord may enter the Leased Premises upon twenty-four (24) hours written notice (except in the event of any emergency, real or apprehended, when no notice shall be necessary) to determine the condition of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of an emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures, or other property or to the Tenant's business. Upon completion thereof the Tenant will pay the Landlord's cost of the repair or maintenance plus twenty percent (20%) for overhead, on demand as Additional Rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this Section 8.2 is not a re-entry nor a breach of quiet enjoyment contained in this Lease. The failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.
- (b) Notwithstanding anything contained in this Lease, if any repair, alteration, decoration, addition, maintenance or improvement to the Leased Premises approved by the Landlord affects the structure of the Leased Premises or any part of Facility such work shall be performed only by the Landlord at the Tenant's sole cost and expense.

8.3 Repair Where Tenant is at Fault

If any part of the Facility (other than the Leased Premises) including without limitation, the common loading areas, the HVAC, the water pipes, sprinkler system pipes, drainage pipes, electric lighting or other equipment of the Facility, the roof or exterior walls of the Facility requires repair or becomes damaged or destroyed through the negligence, carelessness or willful act or omission of the Tenant, or those in law for whom it is responsible, the cost of the necessary repairs, replacements or alterations plus twenty percent (20%) of the aggregate costs for overhead will be borne by the Tenant, and the Tenant will pay this amount to the Landlord on demand as Additional Rent.

8.4 Repair on Termination

Upon the expiration of the Term or upon the earlier termination of the Lease, the Tenant covenants to surrender the Leased Premises in substantially the same condition as the Leased Premises were in upon delivery of possession thereof under this Lease except for (i) reasonable wear and tear and (ii) damage to the Leased Premises, which damage caused the termination of this Lease pursuant to Section 8.6 provided however that nothing in this Section 8.4 will restrict or cancel the insurance provisions of this Lease.

8.5 Notice of Accident. Defects, Etc.

The Tenant shall give to the Landlord prompt notice of any accident to or defect in the plumbing, water pipes, HVAC, electrical equipment, conduits or wires or of any damage or injury to the Leased Premises or to any person therein howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease.

8.6 Total or Partial Destruction of Leased Premises

- (a) If the Leased Premises are damaged by a peril against which the Landlord is required to insure under Section 7.6 and are rendered unusable in part, the Landlord at its expense will cause the damage to be repaired and the Rent shall abate proportionately as to the proportion of the Leased Premises rendered unusable, from the date of the damage until the Landlord's Architect certifies that the Leased Premises have been made wholly usable. If by reason of this damage the Leased Premises are rendered wholly unusable, the Landlord may:
 - (i) cause the damage to be repaired at its expense in which event the Rent shall abate entirely provided Rental Insurance is in place from the date of damage until the Landlord's Architect certifies that the Leased Premises has been made wholly usable or,
 - (ii) within sixty (60) days after the damage notify the Tenant in writing that it has elected not to repair or reconstruct the Leased Premises, whereupon this Lease will cease as of the date of the damage and the Rent will be adjusted as of that date.

In no event will the Landlord be liable for damage to or the replacement or repair of Leasehold improvements, fixtures, tenant fixtures, floor coverings, furniture or equipment owned, Leased or in the possession of the Tenant in the Leased Premises or elsewhere in the Facility or for which the Tenant is required to insure pursuant to Section 7.6. If the Landlord rebuilds or restores the Leased Premises, it will not be required to reproduce exactly the Leased Premises. The Tenant, however, shall have the right to terminate the Lease if the rebuilt Premises are substantially different from the current Leased Premises and are not acceptable to the Tenant.

In the event the Leased Premises or the Facility are damaged or destroyed by reason of the willful act, omission to act or negligence of the Tenant or those for whom it is in law responsible, there shall be no abatement of Rent.

- (b) Notwithstanding Section 8.6(a) if twenty-five percent (25%) or more of the Rentable Floor Area of the Facility is damaged or destroyed by any cause, notwithstanding that the Leased Premises may be unaffected, the Landlord may terminate this Lease by giving to the Tenant written notice of the Landlord's election to terminate, which notice will be given within sixty (60) days following the date of the damage or destruction. Rent will be adjusted as of the date of termination.
- (c) After the date upon which the Tenant is notified in writing by the Landlord that the Landlord's work of reconstruction or repair is completed, the Tenant forthwith will complete in accordance with the provisions of Article 8, all additional work required to restore fully the Leased Premises and to enable the Tenant to reopen the Leased Premises for business. The certificate of the Landlord's Architect will bind the parties hereto as to the state of usability of the Leased Premises and as to the date upon which the Landlord's work of reconstruction or repair is completed.
- (d) The Tenant acknowledges the desirability and necessity of the Landlord under law or in prudence, of organizing and coordinating arrangements within the Facility appropriate to maximize safety of all occupants in the event of fire or other potential disaster which may require the evacuation of the Facility. The Tenant undertakes to cooperate and to participate in simulated exercises in respect of the foregoing, arranged from time to time by the Landlord. The Tenant shall indemnify and hold the Landlord harmless from all loss, damage or injury arising from such exercise.

ARTICLE 9 TAXES

9.1 Tenant's Taxes

The Tenant shall pay promptly when due all business, sales, machinery, equipment and all other taxes, assessments, charges, levies and rates, as well as any permit or license fees, attributable to the Leased Premises or the property, business, sales or income of the Tenant in respect of the Leased Premises. Notwithstanding the foregoing, the Landlord shall pay promptly, when due, all property taxes, property assessments and local improvement charges attributed to the Facility including the Leased Premises.

ARTICLE 10 LICENSES, ASSIGNMENTS AND SUBLETTING

10.1 Licenses, Etc.

The Tenant shall not permit all or any part of the Leased Premises to be used or occupied by any person other than the Tenant, any assignees and sub-tenants permitted under Section 10.2, and the employees and invitees of the Tenant or any such permitted assignee or sub-tenant, nor shall the Tenant permit any part of the Leased Premises to be used or occupied by a licensee or concessionaire.

10.2 Consent Required

The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises or any part thereof, without the prior written consent of the Landlord in each instance, which consent may be unreasonably or arbitrarily withheld. This consent by the Landlord will not constitute a waiver of the necessity for consent to a subsequent assignment, subletting, mortgage or encumbrance. This prohibition against assigning or subletting will be construed to include a prohibition as against assignment or subletting by operation of law. If this Lease is assigned or if the Leased Premises or a part thereof are sublet or occupied by anybody other than the Tenant without consent, the Landlord may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, sublease, occupancy or collection will be deemed a waiver of the requirements of this Section 10.2, nor the acceptance of the subtenant or occupant as tenant, nor a release of the Tenant from the further performance by the Tenant of its covenants herein contained. Notwithstanding an assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing the terms, covenants and conditions of this Lease and any breach by any assignee/sublessee of any Term or condition of this Lease or its respective assignment or sublease agreement shall constitute a breach under this Lease and the Landlord shall have all remedies available to it under this Lease. If the Landlord consents to an assignment of this Lease or a subletting of the Leased Premises, the Landlord's standard consent document then in use will be prepared by the Landlord or its solicitors and all the Landlord's costs with respect thereto will be borne by the Tenant.

10.3 Conditions of Consent

If the Tenant receives consent under Section 10.2, the consent will be conditional upon:

- (a) the proposed assignee or subtenant agreeing with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease,
- (b) the Rent payable by the assignee, subtenant or occupant thereafter not being less than the Rent payable by the Tenant immediately prior to the assignment, sublease or change of control, and

- (c) the proposed assignment or sublease occurring within two (2) months after the receipt by the Landlord of the request by the Tenant for consent.

The Tenant further acknowledges and agrees that the Landlord is entitled, at its sole option, as a condition of granting its consent to an assignment, sublease or change of control to require the Tenant, assignee, sublessee or purchaser to post additional security and/or exercise the Option to Renew set forth in Schedule D hereof, if applicable.

10.4 Share Transfer

For the purposes of this Article 10, any direct or indirect change in the voting control of the Tenant or other transfer of shares in the Tenant shall constitute an assignment of this Lease requiring the consent of Landlord which will not be unreasonably withheld.

ARTICLE 11 FACILITY TITLE

11.1 Subordination

- (a) This Lease is subject and subordinate to any and all present or future mortgages (including any deed of trust and mortgage securing bonds, all indentures supplemental thereto or any other instrument of financing, refinancing or collateral financing) which may now or hereafter affect the Facility and to all renewals, modifications, consolidations, replacements or extensions thereof, provided that the Landlord uses its best efforts to obtain, from the Mortgagee, a non-disturbance agreement in favour of the Tenant. The Tenant agrees to execute, within ten (10) business days of receipt from the Landlord, any certificate or instrument in confirmation of such subordination, any estoppel certificate or other document in connection with the Landlord's financing or refinancing as the Landlord may request and will, if requested, attorn to the holder or holders of such mortgages or to the registered owners of the Facility upon the Terms of this Lease. The Landlord shall prepare such certificate or instrument at the Landlord's sole expense. If the Tenant fails to execute such certificate or instrument within ten (10) business days, of receipt of same from the Landlord, the Landlord shall be deemed to be agent and attorney for the purpose of executing any such certificate, instrument, estoppel certificate or other instrument and of making application at any time and from time to time to register postponements in favour of any such mortgage or other instrument in order to give effect to the foregoing provisions. The Tenant may register a chattel mortgage on title against the Tenants leasehold improvements and equipment but this mortgage must be subordinate to any mortgage or other instrument of financing that the Landlord may, from time to time, place on the Facility.
- (b) Without limiting the right of the Landlord to assign this Lease, the Landlord shall be entitled to assign this Lease as security for any mortgage(s) upon the Facility or any part thereof and the Tenant covenants if requested, to acknowledge in writing any notice of assignment of this Lease by the Landlord. Any such notice of assignment shall be prepared at the sole expense of the Landlord.
- (c) If at any time during the Term of the Lease the Tenant is directed to attorn pursuant to the provisions of this Lease and/or the Tenant does not attorn, this Lease shall continue in full force and be fully binding upon the Tenant.

11.2 Tenant Acknowledgements

The Tenant agrees that it will, at any time upon not less than ten (10) business days' prior notice and receipt of such certificate, execute and deliver to the Landlord (and, if required, to any mortgagee of the Landlord or purchaser from the Landlord), a certificate in writing, prepared at the Landlord's sole expense, as to the

status at that time of this Lease, including whether this Lease is unmodified and in full force and effect (or if modified, stating the modification and that the same is in full force and effect as modified), the amount of the Rent then being paid and the dates to which the Rent by installments or otherwise, has been paid, whether or not there is any existing default on the part of the Landlord of which the Tenant has given notice and any other matter pertaining to this Lease to which the Landlord has requested a statement. If ten (10) days after the date of a request by the Landlord the Tenant has not executed the same, the Tenant hereby irrevocably appoints the Landlord as the Tenant's attorney with full power and authority to execute and delivery in the name of the Tenant the certificate.

11.3 Builders' and Other Liens

Save and except for a chattel mortgage against the Tenant's leasehold improvements and equipment as provided for in paragraph 11.1(a), the Tenant covenants not to permit any builders', mechanics' or other liens, mortgages, or conditional sales contracts to be registered against title to the Leased Premises or to the Facility. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim be filed, the Tenant shall within ten {10} days after the Tenant has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefore in such other manner as is or may be required or permitted by law. The Landlord shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Landlord to procure the discharge, as well as all the Landlord's costs including legal fees on a solicitor and client basis, shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing, the Tenant may contest the validity of any such lien, provided the Tenant shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title to the Facility by payment into Court, or furnish to the Landlord against all loss or damage which the Landlord might suffer or incur thereby, security satisfactory to the Landlord in format and amount.

11.4 No Registration

The Tenant covenants and agrees with the Landlord that it will not register this Lease in the Land Titles Office. The Tenant shall be at liberty to file a caveat against title to the Facility giving notice of this Lease on title in a form satisfactory to the Landlord's solicitor acting reasonably but shall not attach this Lease to any such caveat filed. Any such caveat filed shall, at the request of the Landlord, be postponed to any security granted by the Landlord and registered against title to the Facility. Such postponement shall be prepared by the Landlord at the Landlord's sole expense.

ARTICLE 12 LIABILITIES

12.1 Excuse for Non-Performance by Landlord or Tenant

Whenever and to the extent that either the Landlord or the Tenant shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of any obligation of this Lease (other than the payment of Rent) by reason of:

- (a) a strike, lockout, war or acts of military authority, rebellion or civil commotion, act of God or other reason of a like nature; or
- (b) not being able to obtain the material, goods, equipment, services, utility or labour required to enable it to fulfill such obligation; or
- (c) 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 administrator, controller or board or any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby; or

- (d) any other cause beyond its control or not wholly or mainly within its control, whether of the foregoing character or not,

and not caused by its default or its act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by it, such party shall, so long as any such impediment exists, be relieved from the fulfillment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned.

12.2 Theft

The Landlord shall not be liable for the theft of any property at any time in the Leased Premises or the Facility.

12.3 Premises Not Available

If for any reason, beyond the control of the Landlord, the Leased Premises are not available for occupancy by the Tenant on the Commencement Date, Rent hereby reserved shall abate until the earlier of: (a) fifteen (15) days after the Landlord shall have delivered to the Tenant written notice that the Leased Premises are vacant or; (b) the date when the Tenant commences to use any portion of the Leased Premises for business purposes. It is further understood and agreed that the Lease shall otherwise remain in full force and effect and the abatement of Rent hereby specified shall be accepted by the Tenant in full settlement of all claims which the Tenant might otherwise have by reason of the Leased Premises not being available for occupancy on the Commencement Date, nor shall any such overholding operate to extend the Term.

12.4 Condemnation and Expropriation

If the whole or any part of the Leased Premises shall be taken by, or conveyed to, federal, provincial, county, city or other authority for public use or under any statute or by right of eminent domain, the Tenant shall not be entitled to any part of any award that may be made for such taking nor to any damages attributable thereto. In the event of a taking which reduces the area of the Leased Premises and renders the remainder of the Leased Premises unusable (in the opinion of the Landlord, acting reasonably) for the Tenant's purpose as outlined in Section 7.1 the Tenant shall have the option to be exercised by notice in writing to the Landlord within thirty (30) days after the taking, to terminate this Lease or accept the smaller premises and the Rent shall be reduced proportionately. In the event of termination, such termination shall not take place until thirty (30) days after receipt of such notice by the Landlord.

ARTICLE 13 ACCESS

13.1 Exhibit Leased Premises

The Tenant will, upon being provided with not less than 24 hours written notice from the Landlord, permit the Landlord or the agents of the Landlord to exhibit the Leased Premises at all reasonable hours during the last six (6) months of the Term to prospective tenants or to any other person having the written authority from the Landlord or the agents of the Landlord, to view the Leased Premises. The Landlord shall further have the right to enter upon the Leased Premises at all reasonable hours during the Term for the purpose of exhibiting the Facility to any prospective purchaser or mortgagee.

ARTICLE 14 TENANT'S DEFAULT

14.1 Events of Default

The occurrence of any of the following events shall constitute a default by the Tenant under this Lease:

- (a) the failure by the Tenant to pay any sums payable hereunder to the Landlord on the due date for payment;
- (b) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:
 - (i) makes any assignment for the benefit of creditors,
 - (ii) is declared bankrupt,
 - (iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,
 - (iv) disposes of all or substantially all of its assets without the consent of the Landlord, or
 - (v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant;
- (c) if the Term or any of the goods and chattels of the Tenant on the Leased Premises are seized or taken in execution or attachment by a creditor of the Tenant; and
- (d) if the Tenant breaches any other Term of this Lease and such default is not cured within 30 days following the receipt by the Tenant of a written demand from the Landlord specifying the nature of the default in question.

14.2 Remedies

Upon the occurrence of an Event of Default and such default is not remedied within five (5) days after written notice from the Landlord, then the Landlord shall be entitled without further notice to pursue any one or more of the following remedies:

- (a) the Landlord may, at its option, declare the Rent payable for the next ensuing three (3) months to be immediately due and payable;
- (b) the Landlord may re-enter the Leased Premises, either by force or otherwise (without being liable for any prosecution therefore, nor being deemed to have terminated this Lease);
- (c) the Landlord may re-let the Leased Premises, or a portion thereof, as the agent of the Tenant and to receive Rent therefore which Rent shall be applied first to all of the Landlord's costs incurred in this re-letting and the balance on account of Rent;
- (d) the Landlord may, at its option and by notice in writing (but not otherwise), terminate this Lease and the Tenant shall be liable for and shall pay the Landlord (in addition to any arrears) a sum equal to three (3) months' Rent as liquidated damages and not as penalty and in addition the Tenant shall be liable to the Landlord for any and all further damages occasioned by reason of the Tenant's default;

- (e) the Landlord shall be entitled to seize the Tenant's goods by distress warrant and in respect of any such distress:
 - (i) the Tenant waives the benefit of any exemption, right benefit or protection granted by any law or statute now in existence or hereinafter passed,
 - (ii) the Landlord shall be entitled to seize the Tenant's goods wherever the same are located so long as arrears in Rent are outstanding and so long as this Lease is in existence, and, without restricting the generality of the foregoing, if the Tenant moves any goods from the Leased Premises, the Landlord may, at any time, seize such goods by distress warrant at their new location or locations,
 - (iii) all monies payable by the Tenant hereunder shall constitute, and be collectable as, Rent,
- (f) the Landlord shall be entitled to all other remedies available to Landlords at law, equity or pursuant to any statute now in existence or which may hereinafter come into force.

14.3 Distress

The Tenant hereby agrees with the Landlord that none of the goods and chattels of the Tenant at any time during the continuance of the Term hereby created on the Leased Premises shall be exempt from levy by distress for Rent in arrears by the Tenant, notwithstanding any law or statute to the contrary from time to time. If any claim is made for such exemption, right, benefit or protection by the Tenant under the said laws or statute, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the rights of the Landlord; the Tenant waiving, as it hereby does, all and every benefit, right and protection that could or might have accrued to the Tenant under and by virtue of any sections of the said laws or statute, or any amendments thereto or replacement thereof.

14.4 Rental Arrears

In the event Rent is not paid to the Landlord when it is due and payable as stipulated herein, the Landlord in addition to its other remedies hereunder, shall be entitled to collect interest computed on such arrears at the Stipulated Rate of Interest. Such interest shall be computed from the due date of such Rent up to and including the later of thirty (30) days thereafter or the actual date of payment and this interest shall be considered as Rent. In addition to interest charges, the Tenant shall pay the Landlord a charge of ONE HUNDRED FIFTY (\$150.00) DOLLARS in respect of each late payment representing overhead and administrative fees.

14.5 Landlord's Right to Perform

In addition to all other remedies the Landlord may have by this Lease at law or in equity, if the Tenant defaults in any of its obligations hereunder, the Landlord may at its option perform any such obligation after fifteen (15) days' written notice to the Tenant and in such event the cost of performing the obligation plus an administrative charge of twenty percent (20%) of this cost, shall be payable by the Tenant to the Landlord as Rent, together with interest at the Stipulated Rate of Interest calculated from the date of the performance of the obligation by the Landlord forthwith upon demand. On default of this payment, the Landlord shall have the same remedies as on the default of payment of Rent.

14.6 Alternative Remedies

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express

provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

14.7 Waiver

The waiver by the Landlord of a breach of a Term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another Term, covenant or condition herein contained. The subsequent acceptance of Rent by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a Term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the Rent. No covenant, Term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

14.8 Costs

In the event the Tenant defaults under any Term of this Lease, the Tenant shall reimburse the Landlord forthwith for all legal fees and disbursements on a solicitor and his own client full indemnity basis and for all bailiffs fees and disbursements that the Landlord may incur as a result of such default, such fees and disbursements being payable by the Tenant on demand as Rent.

ARTICLE 15 GENERAL PROVISIONS

15.1 Lease Entire Agreement

It is hereby understood and agreed by and between the parties hereto that the Terms and conditions set forth herein, together with the Terms and conditions set forth in the rules and regulations and any exhibits, schedules and/or plans annexed hereto embrace all of the Terms and conditions of the Lease entered into by the Landlord, and Tenant and supersede and take the place of any and all previous agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Leased Premises or in any way affecting the Facility or equipment of which the same forms a part and that the said rules and regulations and any exhibits, schedules and/or plans shall and do form a part of this Lease as fully as if the same were included in the main body hereof, above the execution by the parties hereto. The Tenant acknowledges that neither the Landlord nor any other party on its behalf has made any representations or warranties other than as expressly herein set forth. All of the provisions of this Lease shall be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

15.2 Additional Covenants

The Additional Covenants, if any, shall form part of this Lease and to the extent that the Additional Covenants are in conflict with any other covenants of the Lease, the Additional Covenants shall govern.

15.3 Modification to the Agreement

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing and signed under the corporate seal by an officer of the Landlord. The Landlord's employees, superintendents and agents, unless specifically authorized in a written instrument signed under corporate seal by an officer of the Landlord, are not authorized to amend this Lease, grant any waiver or provide any consent hereunder or make any commitments or enter into any agreements on behalf of the Landlord.

15.4 Laws of Yukon to Govern

This Agreement shall be governed in accordance with the laws of the Yukon Territory and the parties hereto submit to such jurisdiction.

15.5 No Partnership

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of a Landlord and Tenant.

15.6 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal Business Hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (c) below; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to the addressee at the address set out herein, or to such other address as each party may from time to time direct in writing.

15.7 Captions

The captions in bold face for clauses of this Lease are for convenience only and are not to be considered a part of this Lease and do not in any way limit or amplify the Terms and provisions of this Lease.

15.8 Time of the Essence

Time shall be of the essence for this Lease and for each and every part hereof.

15.9 Managing Agent

The Landlord may perform all or any of its obligations or exercise any of its rights hereunder by or through such managing or other agency or agencies as it may from time to time appoint and the Tenant shall, as from time to time directed by the Landlord pay to any such agent any monies payable hereunder to the Landlord.

15.10 Brokerage

As part of the consideration of the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease, and accordingly, no leasing commissions are payable except as acknowledged by the Landlord. It is acknowledged and agreed that any commission or fee, caused by the action of the Tenant that may be payable to any person resulting from the execution of this Offer or the Lease shall be payable by the Tenant and the Tenant shall and does hereby indemnify and hold harmless the Landlord in the event of any claims relating thereto.

15.11 Interpretation, Landlord and Tenant

It is hereby agreed that in construing this Lease, the word "Tenant" and the personal pronoun "he" or "his" relating thereto and used therewith shall be read and construed as "Tenant" or "Tenant's" and "his", "her", "it", "its" and "their" respectively as the number and gender of the party of parties referred to in each case require and the number of the verb agreeing therewith shall be considered as agreeing with the said word or pronoun so substituted. It is further provided that the Landlord, its successors and assigns, the Tenant and their respective heirs, executors, administrators permitted successors and permitted assigns shall be respectively bound by and be entitled to the benefit of these presents and of the like manner as if the word "successors and assigns" were inserted next after the words "Landlord" and "Tenant" throughout, unless the context shall require different construction. It is further agreed that where the Tenant is more than one person/entity/corporation, all persons/entities/corporations designated as being part of the Tenant shall be jointly and severally bound by the Terms, covenants and agreements contained in the Lease. The term "mortgage" and "mortgagee" when used herein shall also mean respectively "charge" and "chargee".

15.12 Energy Conservation

The Tenant covenants with the Landlord to cooperate with the Landlord in conserving energy in the Facility including complying at the Tenant's own cost with all reasonable requests and demands of the Landlord made with a view to energy conservation. Any reasonable expenditure made by the Landlord in an effort to promote energy conservation shall be included in Operating Costs in the financial year in which such expenditure was incurred.

15.13 Goods and Services Tax Registration

The Landlord's GST registration number is 872699698.

15.14 Acceptance

Acceptance and execution of this document may be validly effected by transmittals via facsimile or by one or more parties signing facsimile transmissions of documents containing the signature of the other party(ies) to this document.

15.15 Effective Date

If any condition, expiry or other date provided for under this Agreement occurs on a Saturday, Sunday or statutory holiday, then such date will be deemed to be postponed to occur on the next business day.

15.16 Non-Smoking

The Tenant acknowledges and agrees that the Facility is a non-smoking Facility. Smoking will not be permitted in any area whatsoever of the Facility.

15.17 Financial Information

The Tenant shall from time to time provide the Landlord with such information concerning the Tenant's financial standing as may be reasonably required by the Landlord or the Landlord's mortgagees. The Landlord may obtain credit information regarding the Tenant from any bank, credit bureau or other person and may disclose such credit information as may be required by the Landlord or the Landlord's Mortgagees. The Landlord acknowledges that this financial information will not be publicly disclosed and that the Tenant will not be required to provide any information relating to its Clients.

15.18 Dispute Resolution

All disputes ("**Disputes**") arising out of or in connection with this Agreement shall be referred first to the parties for amicable resolution. In the event that the Dispute is not resolved within fifteen (15) days of written notice from one party to the other, the Dispute shall be referred to mediation. All Disputes incapable of being resolved through mediation shall be referred to and finally resolved by arbitration under the *Arbitration Act* (Yukon) as amended from time to time, in which case each party shall bear expenses for the arbitration as determined by the arbitrator.

15.19 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date specified on page 1 hereto.

CITY OF WHITEHORSE

Per: _____

Name:

Title:

Per: _____

Name:

Title:

15878 YUKON INC.

Per: _____

Name:

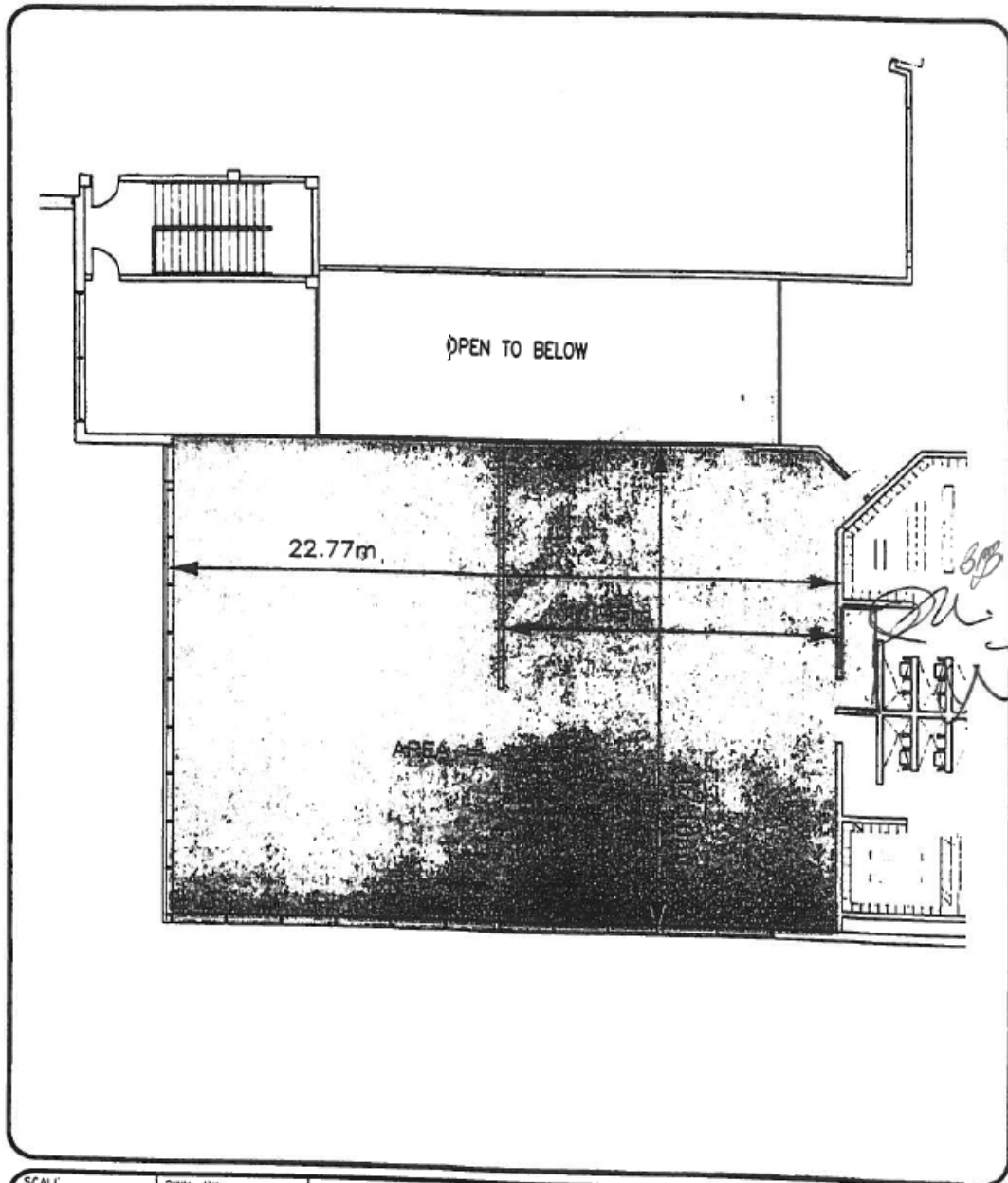
Title:

Per: _____

Name:

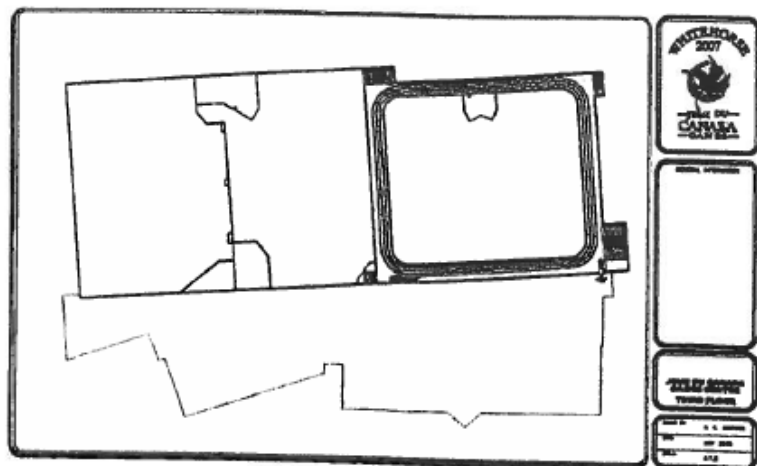
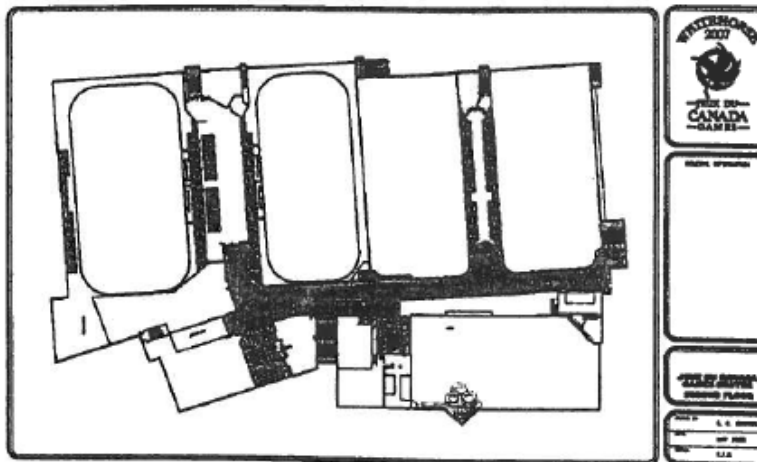
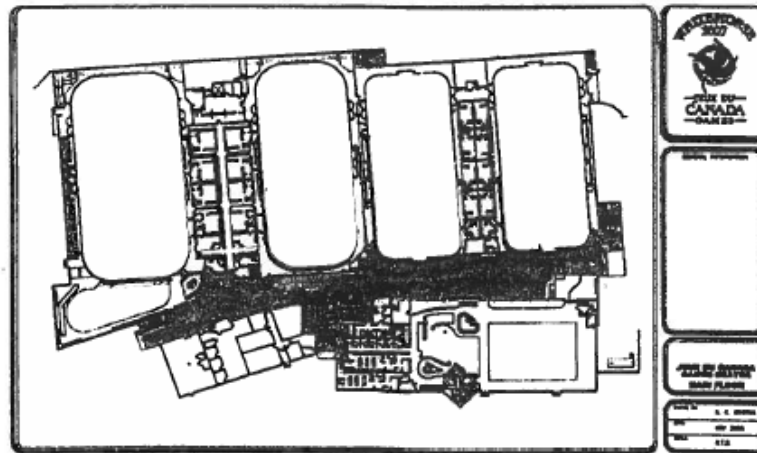
Title:

**SCHEDULE A
OUTLINE OF LEASED PREMISES**



SCALE	NTS	DWN BY	BCB	CITY OF WHITEHORSE		
DATE	OCT 2005	CKD				RETAIL SPACE
		REV.				

SCHEDULE A.1
Common Areas



**SCHEDULE B
DESCRIPTION OF LANDS**

LEGAL DESCRIPTION

Lot 1174, Quad 105D/11 Yukon Territory, Plan 2000-0056.

MUNICIPAL DESCRIPTION

200 Hamilton Blvd., Whitehorse, Yukon Territory

SCHEDULE C
RULES AND REGULATIONS

(Section 7.7)

1. The sidewalks and entrances of the Facility shall not be obstructed by the Tenant or used by it for any other purpose than for ingress and egress to and from the Leased Premises, and the Tenant shall not place or allow to be placed on the Facility or in the Leased Premises anything that would tend to make them appear unclean or untidy.
2. The Tenant, its servants, agents, and invitees shall use such water-closets, other water apparatus and washroom facilities in the Facility as shall be from time to time designated by the Landlord for use in connection with the Leased Premises. The water-closets, other water apparatus and washroom facilities shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing any damage resulting from misuse shall be borne by the Tenant. The Tenant shall not let the water run unless in actual use.
3. The Tenant, its agents, servants and invitees shall not make, commit or permit any improper noises in the Facility, or interfere in any way with other tenants or those having business with them.
4. Nothing shall be thrown by the Tenant, its servants, agents or invitees, out of the windows or doors of the Facility.
5. No birds or animals shall be kept in or about the Leased Premises, nor shall musical instruments be played in the Leased Premises.
6. The Tenant shall not permit the Leased Premises to be used for sleeping apartments or residential purposes, or for the storage of personal effects or for articles other than those required for business purposes.
7. No telephonic, telegraphic, electronic wire service or other connections or electric wiring shall be made in places other than those designated by the Landlord or without the authority of the Landlord, who will direct the electricians or other workmen as to where and how any wires or equipment are to be introduced and without any such directions, no boring or cutting or otherwise will be permitted.
8. Furniture, fixtures, equipment and construction equipment, materials and supplies shall not be taken into or removed from the Leased Premises except at such times and in such manner as may be previously consented to and approved by the Landlord in writing.
9. Nothing shall be placed on the outside of window sills or projections of the Leased Premises, nor shall the Tenant place any air-conditioning unit or any other equipment or projection so that it will project out from the Leased Premises beyond the surface of the main walls of the Facility. The Tenant may not install air-conditioning equipment of any kind in any part of the Leased Premises without the prior written consent of the Landlord.
10. All glass and trimmings in, upon or about the doors and windows of the Leased Premises shall be kept whole, and whenever any part thereof shall become broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Landlord and shall be paid for by the Tenant as Rent.
11. No inflammable oils or other inflammable, dangerous or explosive materials shall be brought into the Facility or kept or permitted to be kept in the Lease Premises.

12. No locks shall be placed on any access doors of the Leased Premises without the prior written consent of the Landlord. The Landlord may, at its option require that any or all such locks be a part of the Landlord's master keying system.
13. Notwithstanding Section 6.2(a) of the Lease, the Landlord shall have the right to regulate delivery of food and beverages, materials, supplies and products into the Facility and the Leased Premises.

**SCHEDULE D
LEASE SPECIFICS AND ADDITIONAL COVENANTS**

1. **Description of Leased Premises**

The Leased Premises have a Rentable Floor Area of 4,235 square feet.

2. **Minimum Rent:**

Period	Annual Minimum Rent	Rate/Sg. Ft.
Years 1-1.6 of the Term	\$114,345	\$27.00

3. **[Intentionally deleted.]**

4. **[Intentionally deleted.]**

5. **Commencement Date**

The Term of the Lease commences on April 19, 2024 (the “**Commencement Date**”)

6. **Term**

Eighteen (18) months from the Commencement Date, plus the number of days from the Commencement Date to the last day of the calendar month in which the Commencement Date occurs, if not the first day of a calendar month.

7. **Description of Tenant’s Business**

Provision of space, equipment and required support to facilitate the provision of professional physical medicine and rehabilitation services, including physiotherapy, massage therapy, acupuncture and other therapies that complement the goals of the Clinic, primarily by independent practitioners. This includes access of the Premises to regulated health care professionals designated by the Tenant to practice their profession at the Tenant’s location. The primary focus of services occurring at the Tenants business will be assessment and treatment of musculoskeletal injuries, injury prevention and sport and occupation-specific rehabilitation programs. Additional services that encourage active lifestyle and enhance athletic performance will be provided as an adjunct component of services offered. These may include educational clinics, biomechanical analyses and rehabilitative sport specific training programs, as well as the retail sale of sport braces and rehabilitation supplies to clients for rehabilitation or injury prevention purposes.

8. **Tenant’s Trade or Business Name**

PHYSIO PLUS or other trade name registered by the Tenant and approved by the Landlord acting reasonably.

9. **[Intentionally deleted.]**

10. **Tenant’s Option to Terminate**

Provided the Tenant duly and regularly pays the Rent and has performed all of its other obligations under the Lease and is not otherwise in default under the Lease on the date it exercises this option

(the "Option"), the Tenant may exercise this Option to Terminate the Lease by giving at least sixty (60) days prior written notice to the Landlord (the "Termination Notice"), which notice must be delivered in accordance with Section 15.6 of the Lease and Section 13 of Schedule D of the Lease, and must specify the date of early termination (the "Early Termination Date"). The Tenant will be responsible for all of the Tenant's obligations under the Lease, including, without limitation, the payment of Rent, from the date of delivery of the Termination Notice up to, and including, the Early Termination Date. In the event that the Tenant does not exercise the Option strictly in accordance with the terms of this Section 10 of Schedule D of the Lease, the Option will be null, void and of no force or effect.

11. City's Option to Terminate

The City may exercise this Option to Terminate the Lease by giving at least sixty (60) days prior written notice to the Tenant (the "Termination Notice"), which date of termination need not coincide with the anniversary date of this Lease.

12. Additional Covenants

- (a) The Landlord shall provide, and the Tenant shall accept, the Leased Premises in "as-is, where-is" condition.
- (b) The Tenant shall be responsible for the construction of all leasehold improvements in and to the Leased Premises save and except those referred to in Schedule F, which shall be the responsibility of the Landlord.
- (c) Rider Page D-3

13. Tenant's Address

The Leased Premises

15878 Yukon Inc.
#300 - 200 Hamilton Blvd.
Whitehorse, Yukon
Y1A 0A6

Attention: Mr. T. Phillips, Director
Ms. M. McClung, Director

14. Landlord's Address:

City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon
Y1A 1C2

Attention: Operations Supervisor, Canada Games Centre

Rider Page D-3

Restrictive Covenant and Exclusive Use

- (a) Provided that there has not been any default on the part of the Tenant under the Terms of the Lease, and provided the Tenant is open for business and operating as 15878 Yukon Inc. c/a Physic Plus, or approved signee, in occupation of the whole of the Leased Premises in accordance with the Terms and conditions of this Lease, specifically Section 7.1 and 7.11 hereof, and provided the Leased Premises are being used for the purposes set forth in paragraph 6 of this Schedule D, the Landlord agrees not to lease space in the Facility to another Tenant for the purposes of operating a clinic providing any of the following services:
 - (i) physiotherapy, orthopedic services, and sport injury services. (Sport injury services are defined as to include such services as physiotherapy, athletic therapy, massage therapy, chiropractic services, medical services, acupuncture services, and other services that could reasonably be considered "sport injury services").
- (b) The Landlord further agrees that, provided that there has not been any default on the part of the Tenant under the Terms of this Lease, and provided the Tenant is open for business and operating as Physio Plus in occupation of the whole of the Leased Premises, and provided that the Leased Premises are being used for the purposes set forth in paragraph 6 of this Schedule D:
 - (i) the Tenant shall have the right of first refusal to provide sponsorship for any event to be held within the Facility for which sponsorship is sought from a clinic providing the services noted in paragraph 7 of Schedule D;
 - (ii) the Tenant shall have the right of first refusal to provide any of the services noted in paragraph 7 of Schedule D (the "**Services**") for any event held at the Facility including, without imitation, any educational programs or seminars held within the Facility, sponsored by or presented by staff of the Facility. This right of first refusal does not apply to providers of services who are affiliated with a National or Provincial Sport Program, nor does it apply to organizations with providers on staff as paid employees or on contract who perform the services. This right of first refusal must be on the same Terms and conditions as those that the Landlord is prepared to accept from any other provider of the services.
- (c) The Tenant acknowledges that the Landlord is not obligated to enforce the aforementioned covenant against any Person if by doing so it shall be in breach of any laws, rules, regulations or enactments from time to time except for bylaws enacted by the City of Whitehorse after the acceptance of an unconditional Offer to Lease between the two parties identified herein, and this covenant is not intended to apply or to be enforceable to the extent that it would give rise to any offence under the *Competition Act* (Canada), or any statute that may be substituted therefore or may be enacted with similar intent, from time to time. As this covenant has been granted solely at the request of the Tenant, the Tenant shall indemnify and hold harmless the Landlord from any loss, injury, liability or damage whatsoever suffered by the Landlord in connection therewith including all expenses incurred in connection with any claims, actions or proceedings brought by, on behalf of or against the Landlord as a result of the covenant.
- (d) This restrictive covenant shall apply to any and all future redevelopment, expansion or addition to the Facility.

SCHEDULE E TENANT'S WORK

AS IS

The Tenant acknowledges that it accepts the Leased Premises in an "as is" condition and that all alterations, renovations, decorations or other work required in connection with the Leased Premises will be performed by the Tenant, at its sole cost and expense in accordance with this Schedule.

The Tenant acknowledges the Tenant's Work must conform strictly to the Design Criteria specified by the Landlord acting reasonably. Prior to commencing with any renovations in or at the Leased Premises, the Tenant agrees to provide the Landlord with professional plans detailing their proposed renovations, including, but not limited to interior improvements, color schemes and materials.

All renovations are subject to the Landlord's prior written approval, which approval shall not be unreasonably withheld.

1. Permits

The Landlord shall be responsible for obtaining a development permit for the Tenant's Work. Except as hereinbefore provided, the Tenant shall, in a timely fashion, apply for and pay for its own building, renovation and occupancy permit(s) and any other permits or licenses required for the Tenant's Work and its occupancy of the Leased Premises. The Tenant will not commence its work prior to furnishing the Landlord with copies of all necessary permits and other approvals.

2. Fascia Signs

All Tenant signs will be in accordance with the Landlord's designated sign policy from time to time. At Landlord's option, any sign installed without the Landlord's prior written approval will be removed immediately at the Tenant's expense and risk.

3. Approval

The Tenant acknowledges that any work undertaken by the Tenant without the Landlord's written approval may, in the discretion of the Landlord, be removed from the Leased Premises, or the Leased Premises be restored to the original condition, in either case, at the expense of the Tenant. Such work shall be performed by competent workmen whose labor union affiliations are not incompatible with those of the Landlord's contractors and subcontractors.

4. Delays

The Tenant shall commence the Tenant's Work in the Leased Premises no later than five (5) business days after receipt of the Landlord's notice of substantial completion and will thereafter continuously and diligently proceed to complete the Tenant's Work. If the Landlord's Project Manager determines that any delays caused by the Tenant or its contractors or the progress of the Tenant's Work have impeded or delayed that of the Landlord's general contractor or its subcontractors, or have otherwise resulted in a delay in the commencement of substantial completion of the Landlord's Work, then the Landlord's Project Manager shall establish the date that the Landlord's Work would otherwise have been substantially completed and that date shall be the date of substantial completion of the Landlord's Work for the purposes of Section 3 and all other purposes of this Lease Agreement. The cost of any delays incurred by the Landlord's contractor, due to the Tenant's Work, shall be paid for by the Tenant. In addition, if the Tenant fails to deliver plans and specifications for the Tenant's Work to the Landlord, within the time limits required under this Agreement, then the Landlord will have the right, at its sole option, upon five (5) days written notice to the Tenant, to retain an architect including the Landlord's project architect to prepare the Tenant's plans at the Tenant's expense.

5. Fixtures and Equipment

The Tenant will use only new or like new fixtures and equipment in the Leased Premises.

6. Additional Work

Any additional requirements of the Tenant over those specified in this Schedule E shall be the responsibility of the Tenant.

7. Fire Protection Equipment

Where occupancy includes cooking or hazardous process areas, the Tenant shall install and maintain a chemical or CO2 automatic fire protection system approved by the appropriate governmental authorities and notify the Landlord of any interruption to or flaw or defect in the system coming to the attention of the Tenant.

8. Work Performed by the Landlord

For any additional work which the Landlord may perform on behalf of the Tenant, at its expense, the Landlord shall charge the Tenant fifteen percent (15%) of the cost of the work as a co-ordination fee. Any work which the Landlord performs for the Tenant, shall not delay the Tenant's acceptance of the Leased Premises. All work performed and materials supplied by the Landlord are to be in accordance with the Landlord's specifications and its choice of design and materials.

9. Alterations to Exterior

Any alterations to the exterior walls or roof of the Leased Premises which the Tenant may request shall be performed at the sole option of the Landlord by either the Tenant's or the Landlord's forces at the Tenant's expense.

10. Additional Costs

If as a result of any work undertaken by or on behalf of the Tenant, including the Tenant's Work, the Landlord's Project Manager determines in its discretion that the Landlord has incurred any additional costs or expenses due to additional or modified work required to be undertaken by the Landlord or its contractors, which deviates from the Landlord's plans and specifications for the Landlord's construction of other portions of the Facility, then the Tenant will, immediately upon invoicing, reimburse the Landlord (or at the Landlord's option, the Landlord's contractor) for such additional costs and expenses plus a fifteen percent (15%) co-ordination fee.

11. Roof

Tenant and its agents, employees and representatives shall not at any time be permitted on the roof.

12. Examination of Leased Premises

The Tenant will examine the Leased Premises before taking possession and unless the Tenant furnishes the Landlord with written notice specifying any defects within ten (10) days after taking possession, the Tenant will be deemed to have examined the Leased Premises and to have agreed that they are in good order.

13. Clean Up

The Tenant shall be responsible for all cleanup of construction debris caused by its own contractors/subcontractors and other workpeople involved in connection with the performance of the

Tenant's Work. The Tenant shall provide its own garbage bins for the disposal of refuse and other debris relating to the Tenant's Work and will be prohibited from using the Landlord's bins. If the Tenant does not comply with these requirements and remedy any default to the Landlord's satisfaction within twenty four (24) hours of written notice, the Landlord has the right (but not the obligation) to arrange for the necessary clean up and bin rental, the cost of which, together with an administration fee of fifteen percent (15%) of such cost, shall be paid by the Tenant as Additional Rent.

14. No Warranties

The Tenant will satisfy itself that the Leased Premises in the Facility are adequately zoned for the Tenant's business purposes and that building, occupancy and other necessary permits and other governmental approvals will be available for the Tenant's Work and proposed use. The Tenant further acknowledges that the Landlord makes no representations, warranties or other claims respecting any of the foregoing matters.

**SCHEDULE F
LANDLORD'S WORK**

The Leased Premises is provided on an "As Is" condition

SCHEDULE G
CERTIFICATE OF ACKNOWLEDGEMENT BY OFFICER OF CORPORATION

I certify that on the date hereof, at the City of Whitehorse, in the Yukon Territory, _____ and _____, who identified themselves to me, appeared before me and acknowledged to me that:

1. They are Mayor and Corporate Services of the City of Whitehorse (the "**Corporation**").
2. They are the persons who subscribed their names and affixed the seal of the Corporation to the attached instrument.
3. They are authorized to subscribe their names and affix the seal to it; and
4. The Corporation exists as of the date hereof.

In testimony of which I set my hand and seal of office at the City of Whitehorse, in the Yukon Territory, this ____ day of _____, 202__.

Name:

A Notary Public in and for the Yukon Territory

CITY OF WHITEHORSE

BYLAW 2024-05

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

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

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

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

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

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

FIRST and SECOND READING: January 29, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
2023 CAPITAL EXPENDITURE PROGRAM AMENDMENTS
SCHEDULE 1

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

2023 REVISIONS

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

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

2023 REVISIONS

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

2023 REVISIONS

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

CITY OF WHITEHORSE
2023-2026 CAPITAL EXPENDITURE PROGRAM
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

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

CITY OF WHITEHORSE

BYLAW 2024-06

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

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

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

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

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

FIRST and SECOND READING: January 29, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
2023 OPERATING BUDGET AMENDMENTS
SCHEDULE 1

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

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

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

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

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

APPENDIX A 2023-2025 OPERATING BUDGET EXPENSES (CONTINUED)

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

CITY OF WHITEHORSE

BYLAW 2024-08

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with the **Downtown Urban Gardeners Society** for the lease of a parcel of land for a ten-year period from July 1, 2023 to and including September 30, 2033;

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

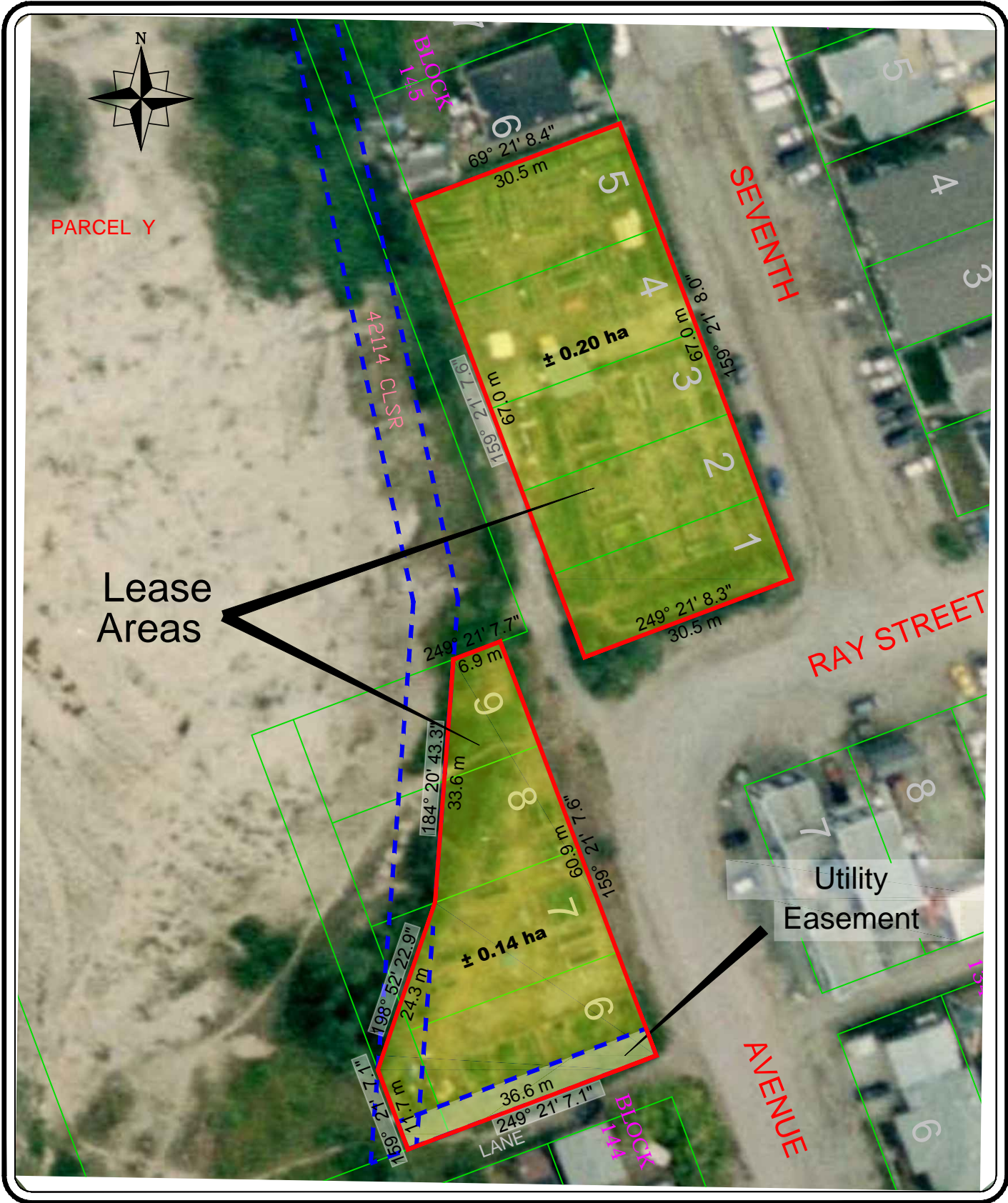
1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with the Downtown Urban Gardeners Society with respect to Lot 6, and a portion of Lots 7-9, Block 144, Lots 1-5, Block 145, and a portion of Lane, Block 144, Plan 20148 LTO, Whitehorse, Yukon, comprising approximately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


FIRST and SECOND READING: January 29, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services



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

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

BETWEEN:

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

AND:

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

W H E R E A S:

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

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

1. Demise

1.1 Lease

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

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

(hereinafter referred to as the “Lands”)

1.2 Term

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

1.3 Rent

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

1.4 Property Taxes

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

1.5 Utilities

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

1.6 Carefree Lease

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

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

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

subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;

- (i) *Use of Lands and Premises* - The Tenant shall not use the Lands nor allow the Lands to be used for any purpose other than as a “Community Garden” and “Hobby Agriculture – Apiary”, as well as associated secondary uses as provided for by the current zoning of the Lands being “PEX(a)”, or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands shall not be used to provide or supply programs or services on or off of the Lands, in other locations, in competition with privately owned and operated business;
- (j) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (k) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;
- (l) *By-Laws* - The Tenant shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands;
- (m) *Alterations* - The Tenant shall not make any alterations, installations, improvements, including fencing, or changes of any kind to the Lands without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (n) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands any goods, chattels or fixtures moved into the Lands, except in the normal course of business, (“business” when used in this Lease meaning the carrying out of the society’s objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;

- (o) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (p) *Ownership of Existing or Future Structures* – Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord;
- (q) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (r) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the community garden within the Lands is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the community garden within the Lands is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (s) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands at all reasonable times;
- (t) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands for or in connection with the supply of any service or utility to any part of the Lands;
- (u) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands;
- (v) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (w) *Use of Facility* - The Tenant shall provide access to the Lands and membership in the Downtown Urban Gardeners Society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;

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

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord; and
- (b) *Off-site erosion and drainage issues* – The Landlord accepts responsibility for all off-site erosion and drainage impacts to the Lands and Premises and shall sufficiently maintain and repair the adjacent slope so as not to negatively impact the Tenant's use of the Lands and Premises;

4. Rights and Remedies of the Landlord

4.1 Re-entry

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

by the Landlord after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Landlord's costs of re-letting the Lands.

4.2 Right of Termination

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

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Status as a Society

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

4.5 Dissolution of Society

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

4.6 Distress

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

4.7 Non-waiver

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any

other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.8 Landlord's Right to Perform

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

4.9 Interest

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

5. Indemnification

5.1 Indemnity by Tenant

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

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

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

5.2 Indemnity by Landlord

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

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

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the minimum amount of FIVE MILLION (\$5,000,000) DOLLARS for the protection against any claims in any way relating to the Lands. This

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

7. Hazardous Substances

7.1 Definitions

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

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

7.2 Compliance with Laws

The Tenant shall not bring upon the Lands or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Tenant shall, at the Tenant's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Lands constituting an offence thereunder or being in breach thereof and, if the Tenant, either alone or with others, causes the happening of such event, the Tenant shall, at its own expense, immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with this Paragraph 7; promptly remove the Hazardous Substance from the Lands, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Landlord, obtain from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Lands or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Paragraph. The Tenant shall, at its own expense, remedy any damage to the Lands caused by such event or by the performance of the Tenant's obligations under this Paragraph 7 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands or released into

the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Lands, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.

7.3 Discharge

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

7.4 Ownership of Hazardous Substances

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

7.5 Access to Information

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

8. Termination

8.1 Termination

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

9. General Provisions

9.1 Subordination

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

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

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

9.5 Notices

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

If to the Landlord:

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

If to the Tenant:

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

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

9.6 Solicitor and Client Costs

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

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

9.7 Joint and Several Covenants

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

9.8 Binding Agreement

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

9.9 Interpretation of Words

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

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

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

9.12 Acceptance by Tenant

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

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

c/s

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

 Witness to signature

 (Print Name of Witness)

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

Affidavit of Witness

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

- 1) I was personally present and did see **Randy Lamb**, named in the within instrument, who identified himself to me to be the person named therein, duly sign and execute the same as the authorized signatory for **The Downtown Urban Gardeners Society** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

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

A Notary Public in and for
the Yukon Territory

Catherine Dyson
Print Name of Notary Public

Commission expires on:
October 31, 2028

Witness Signature

(Print Name of Witness)

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

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

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

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

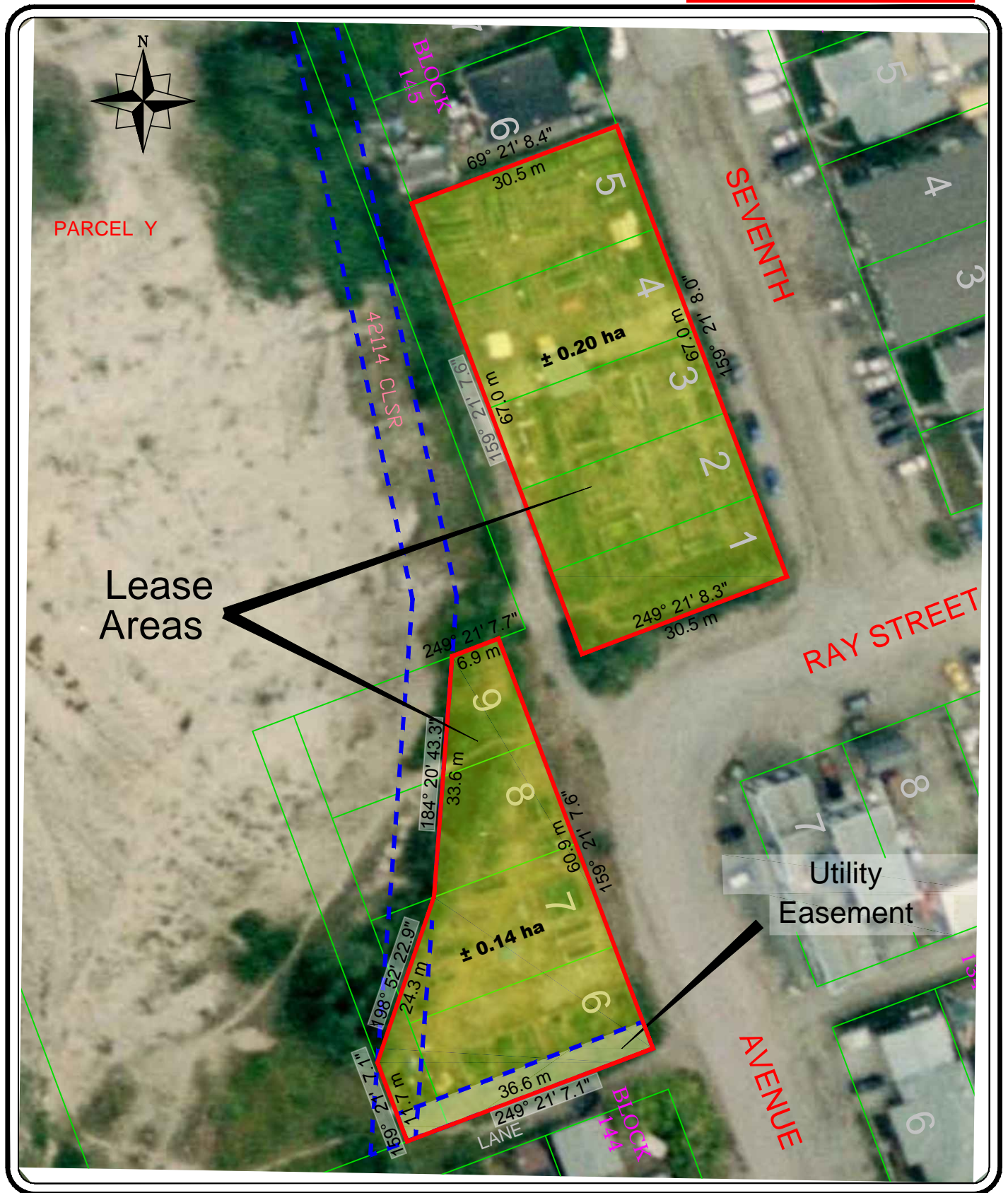
A Notary Public in and for
the Yukon Territory


Catherine Dyson
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			

CITY OF WHITEHORSE

BYLAW 2024-12

A bylaw to authorize the write off of uncollectible accounts

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

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

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

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

1. The debts hereinafter described are written off:

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

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

FIRST and SECOND READING: January 29, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

Write Off Uncollectible Accounts Bylaw 2024-12

Explanatory Notes:

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

Non-Yukon Parking Fines

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

Uncollectible Bylaw Fines

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

CITY OF WHITEHORSE
BYLAW 2024-17

A bylaw to authorize a local improvement charge for urban electrification

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

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

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

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

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

WHEREAS the estimated life of the project exceeds ten years;

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

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

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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: January 29, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services