

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, February 5, 2024 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

## **PROCLAMATIONS**

## **DELEGATIONS**

## **DEVELOPMENT SERVICES COMMITTEE**

1. 2024 Town Square Project
2. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. New Business

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. New Business

## **CORPORATE SERVICES COMMITTEE**

1. Commencement Report 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
5. New Business

## **CITY PLANNING COMMITTEE**

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

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



**Chair:** Dan Boyd

**Vice-Chair:** Mellisa Murray

February 5, 2024

Meeting #2024-03

- 
1. 2024 Town Square Project  
Presented by Stephanie Chevalier, Economic Development  
Coordinator, Development Services
  2. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Development Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> February 5, 2024
<b>RE:</b> 2024 Town Square Project

### **ISSUE**

Council endorsement of the location for the 2024 Town Square project.

### **REFERENCE**

- [Whitehorse 2040 Official Community Plan](#)
- [2022 – 2024 City of Whitehorse Strategic Priorities](#)
- [Downtown Plan \(2018\)](#)
- [2024-2027 Capital Expenditure Program - 720c00224 2024 Town Square](#)
- [2023 Main Street Town Square Final Report](#)
- [2023 Main Street Town Square Exit Survey – What We Heard Report](#)
- 2024 Town Square Location Map (Attachment 1)

### **HISTORY**

The Main Street Town Square (MSTS) pilot project took place from June through early September 2023 and featured restaurant patios, markets, mobile food vendors, public seating, live music, and street artwork.

In September 2023, Administration conducted an Exit Survey for the general public and business community to receive feedback on the project and future locations for a potential 2024 Town Square. The majority of respondents wished to see the City put on similar projects in the future, with support for the same or adjacent locations.

On December 5<sup>th</sup> and 6<sup>th</sup>, 2023, Administration hosted stakeholder workshops with support from a local consultant to gather input and feedback on a location for a potential 2024 Town Square. Stakeholders included the general public, local businesses, non-governmental organizations (NGOs), and mobile vendors.

Council's 2024-2027 Capital Expenditure Program included the 2024 Town Square project with a budget of \$105,000, subject to external funding. To proceed with planning and design for a 2024 Town Square, Administration requires Council to confirm a location for the project.

### **Municipal Policies and Purpose of the Project**

The Official Community Plan, the City of Whitehorse Strategic Priorities 2022 – 2024 and the 2018 Downtown Plan reinforce the role of Downtown Core as the heart of the city. The Town Square project aims to provide an opportunity to enhance the vibrancy of the Downtown through arts, culture, and small business activities which serve residents and attracts more visitors in the area. The Town Square project would also provide opportunities to connect with the Yukon River, which is of special importance for Whitehorse residents and especially to First Nations.

## **ALTERNATIVES**

1. Direct Administration to proceed with the identified Main Street Area as the location for the 2024 Town Square;
2. Direct Administration to proceed with the identified Riverfront Area as the location for the 2024 Town Square; or
3. Direct Administration to not proceed with the 2024 Town Square Project.

## **ANALYSIS**

### **Public Engagement**

In September 2023, the MSTS Exit Survey asked respondents to select their preferred locations for a future Town Square. Among respondents of the General Public, the most popular option was to continue with Main Street as a town square (57%, 470 respondents), followed by the Riverfront (49%, 405 respondents). Among respondents from the business community, the Riverfront was the most popular option (53%, 62 respondents), followed by Main Street between Second Avenue and Front Street (50%, 59 respondents); respondents could provide multiple answers. Front Street between Main Street and Steele Street also received significant support from businesses (45%, 53 respondents) and General Public (40%, 47 respondents).

In December 2023, engagement with stakeholders provided further information on locations. Due to both the disruptive impact of MSTS on local businesses and to market vendors feeling unwelcomed in this location, the Riverfront area was identified as the preferred location. It was felt that the Riverfront location would minimize impacts on local businesses and further activate this area. There was also support expressed for the temporary closure of Front Street between Main Street and Steele Street, to support weekly markets. This support is dependant on the closure being temporary and occurring outside of regular store hours for adjacent businesses.

Administration has provided a location analysis for Council to consider.

### **Site Comparison – See Attachment 1**

#### **Option 1: Main Street**

The first proposed location is the same as the 2023 MSTS. It has the benefit of creating continuity with previous year and was residents' most popular of options presented in the MSTS Exit Survey. It allows adjacent food and beverage businesses to participate in the operation, setting up large pop-up patios on the street. A major artwork could be created on the street again to beautify the area.

The Main Street location would reduce downtown parking by 34 spaces (30 in the closed area and four turned into accessible parking). It requires significant work for municipal engineering and operations crews to close the area and review its traffic management plan. This would include solutions to compensate the loss of the traffic light between Main Street and Second Avenue, which generated traffic flow disruption last year. Finally, this option received very little support from adjacent businesses and market vendors during the engagement process in December 2023.

## **Option 2 – Riverfront**

The second proposed location is primarily located between the Yukon River and Front Street, from the Roundhouse building in the north to the Old Fire Hall building in the south (Attachment 1). The location could include the temporary closure of Front Street between Main Street and Steele Street for specific events (2-3 events over event period), regulated by the Special Events Road Closure Bylaw (events lasting a maximum of one week). The area is approximately 1.44 hectares; the precise location would be refined as collaborations and activities are defined. This option has been considered as the second-best option by residents, and the best option by businesses in the 2023 MSTs Exit Survey. This location was the preferred location among stakeholders participating in December 2023's engagement process.

Implementation of this option would require less work from municipal departments (Fleet and Transportation Maintenance, Engineering, Fire) as it doesn't include an extended road closure and will not have the same issues with parking, traffic flow and Fire Department response as in 2023. Businesses on adjacent streets would still have the option to set up pop-up patios regulated by the Lease, Encroachment and Property Use Policy. As most activities would take place on the Riverfront and wharf, little to no parking spaces would be affected by the Town Square in this location. Temporary closures of a portion of Front Street for special events would result in the short-term loss of up to 17 2-hour metred parking stalls.

In addition to the City, the Government of Yukon (YG) also owns land within the site, and there are several leaseholders on buildings adjacent to the site and on the wharf. Administration has an agreement in principle from YG / Highways and Public Works/Property Management Division (HPW/PMD) to activate the Riverfront option, pending final details. The wharf is a windy area, which can be unpleasant for its users; temporary solutions could be sought with artists, creative technicians and the HPW/PMD team to protect some activated spaces while beautifying the area. As required by YG HPW/PMD team, elements would need to be properly anchored to ensure their safety as well as the users' safety.

Should Council choose the Riverfront for the 2024 Town Square location, it would provide an opportunity for the City to evaluate it against Main Street to and further inform a decision on a Town Square location for 2025, should Council wish to continue the project.

## **Common Elements**

In both options, the Town Square would include similar elements to the 2023 MSTs: shaded seating areas, planters, weekly concerts, food trucks, and potentially one or two weekly markets. Special events could take place on some weekends. Furniture purchased in 2023 (picnic tables, planters, benches, stage) would be set up in either area. As the MSTs Exit survey showed, seating was not sufficient, therefore additional picnic tables and tents to provide shade would be purchased.

The 2024 Town Square would last two months, starting between June 21 and July 1; final dates would depend on the events programming on the site.

### **Budget**

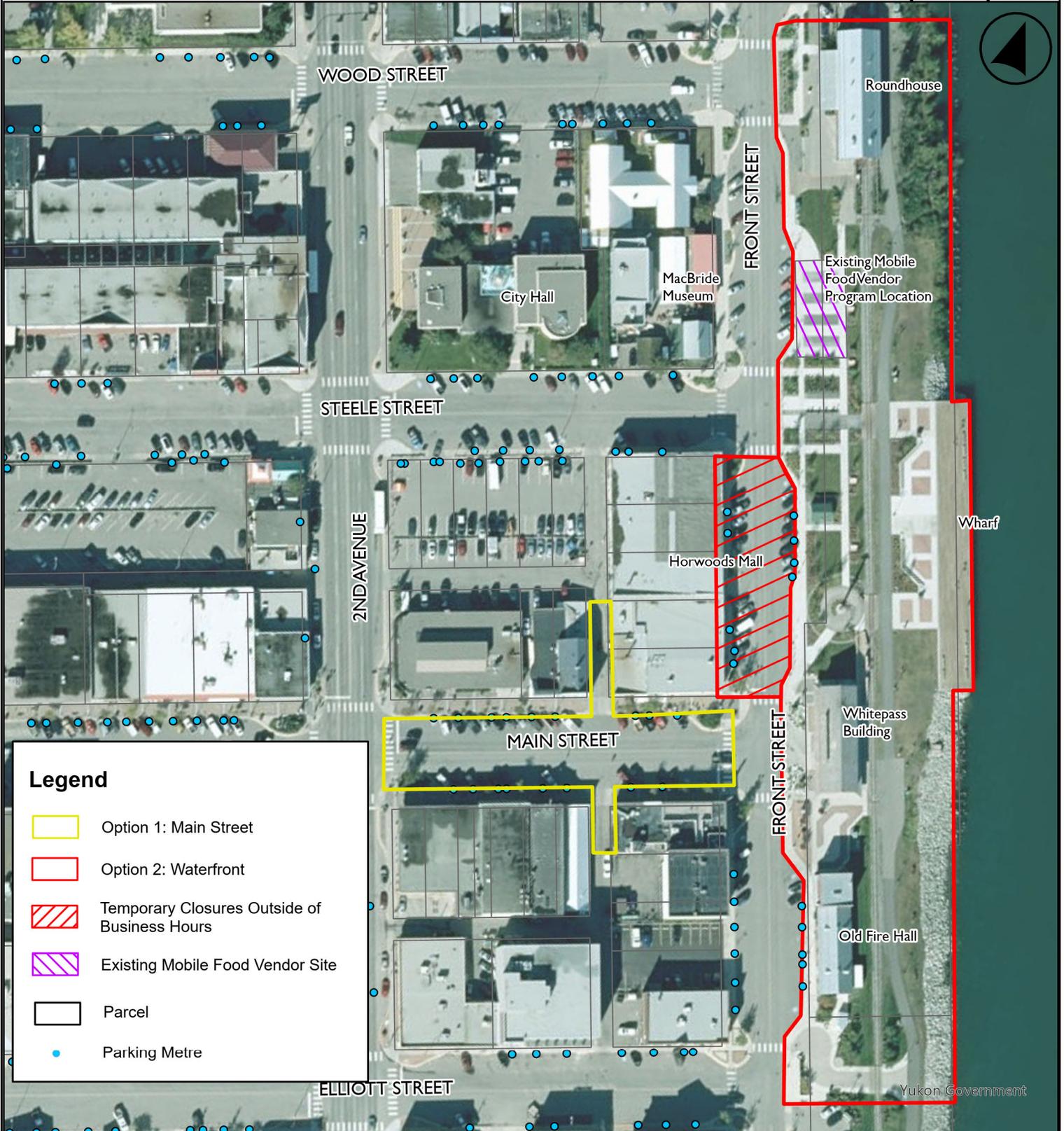
The 2024 Town Square capital budget is an Appendix “B” project of \$180,000 with \$105,000 funded from General Reserves. Administration continues to pursue the \$75,000 of external funding. Spending on the project will not commence until funding agreement(s) are secured.

### **Next Steps**

Once a location is confirmed by Council, Administration would proceed with planning and design of the 2024 Town Square. This would include continued engagement and collaboration with stakeholders and programming of the location.

### **ADMINISTRATIVE RECOMMENDATION**

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



**Legend**

- Option 1: Main Street
- Option 2: Waterfront
- Temporary Closures Outside of Business Hours
- Existing Mobile Food Vendor Site
- Parcel
- Parking Metre

DATE:  
February 5, 2023

FILE:  
2024 Town Square

**CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES**

**2024 Town Square Options**  
Location options for 2024 Town Square



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



**Chair:** Jocelyn Curteanu

**Vice-Chair:** Michelle Friesen

February 5, 2024

Meeting #2024-03

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1. New Business

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



**Chair:** Kirk Cameron

**Vice-Chair:** Ted Laking

February 5, 2024

Meeting #2024-03

- 
1. New Business

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



**Chair:** Mellisa Murray

**Vice-Chair:** Kirk Cameron

February 5, 2024

Meeting #2024-03

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1. New Business

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



**Chair:** Ted Laking

**Vice-Chair:** Jocelyn Curteanu

February 5, 2024

Meeting #2024-03

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1. Commencement Report and Budget Amendment – Crestview Water Improvements  
Presented by Taylor Eshpeter, Manager, Engineering Services
  2. Commencement Report and Budget Amendment – Aquatic Centre Water Line Upgrade  
Presented by Peter O’Blenes, Manager, Property Management
  3. Budget Amendment – Takhini Arena Furnace  
Presented by Peter O’Blenes, Manager, Property Management
  4. 2022 – 2024 Strategic Priorities Update – For Information Only  
Presented by Jeff O’Farrell, City Manager
  5. New Business

## ADMINISTRATIVE REPORT

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> February 5, 2024
<b>RE:</b> Commencement Report and Budget Amendment – Crestview Water Improvements

### ISSUE

Council approval to commence the procurement of construction services for Crestview Water Improvements and fund the project from reserves until a transfer payment agreement is in place.

### REFERENCE

- [Procurement Policy 2020-03](#)
- 2024-2027 Capital Expenditure Program 240c00222 Crestview Water Improvements

### HISTORY

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

The water network in the Crestview neighbourhood requires upgrades in the water system in order to continue providing adequate level of service in this area. An Engineering assessment of the Crestview water network was completed in 2022 and identified a number of value driven improvements.

Project 240c00222 Crestview Water Improvements is included in Appendix B of the 2024-2027 Capital Expenditure Program with a 2024 budget of \$3,500,000, funded by the Canada Community Building Fund (CCBF).

### ALTERNATIVES

1. Authorize Administration to commence the procurement for the first phase of the Crestview Flow Improvement Project; or
2. Refer project consideration back to Administration for further analysis.

### ANALYSIS

The Crestview Neighborhood Water Distribution Improvement project was initiated in response to water pressure fluctuations, thermal deficiencies, and high-demand flow issues. An initial engineering assessment and options analysis was completed in 2022 and detailed engineering design was completed in 2023.

The 2024 scope is the first of two phases of construction and encompasses changes to watermain network and underground infrastructure, introducing a pressure reducing valve

(PRV) chamber to optimize circulation, pressure, and flows between upper and lower areas. These improvements will resolve water pressure issues, improve service reliability for residents, reduce reliance on water bleeders, and optimize operational efficiency for City operations crews. The second phase of the project includes planned upgrades in 2025 for the Crestview water pump station for approximately \$3,000,000.

### **Purchasing**

Solicitation documents will be publicly issued and the lowest compliant bid will be eligible for contract award.

#### **Procurement Policy Principles**

**Compliance:** The purchase will follow City policy and procedures for procurement.

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

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

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

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

**Sustainable Procurement:** The solicitation documents will be available electronically, and only electronic submissions will be accepted.

### **Tentative Project Schedule**

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

### **ADMINISTRATIVE RECOMMENDATION**

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.

## ADMINISTRATIVE REPORT

**TO:** Corporate Services Committee  
**FROM:** Administration  
**DATE:** February 5, 2024  
**RE:** Commencement Report and Budget Amendment – Aquatic Centre Water Line Upgrade

### ISSUE

Council approval to commence the procurement of an upgrade to the CGC Aquatic Centre Water Line and fund the project from reserves until a transfer payment agreement is in place.

### REFERENCE

- [Procurement Policy 2020-03](#)
- 2024-2027 Capital Expenditure Program 360c00224 CGC – Aquatic Centre Domestic Water Line Upgrade.

### HISTORY

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

The aquatic centre portion of the Canada Games Centre is now over 20 years old. The water distribution piping consists of six distribution mains and a recirculation main which run from the basement pump room under the main floor slab to multiple fixture header locations. Multiple failures of these under-slab mains have occurred requiring closure of family changing facilities and staff areas until temporary solutions could be installed, as well as causing a significant loss of hot water and potential erosion underneath the facility. Lack of water supply in the change rooms would likely cause temporary closure of the Aquatic Centre and severe disruption to the normal use of the facility.

Project 360c00224 CGC – Aquatic Centre Domestic Water Line Upgrade is included in Appendix B of the 2024-2027 Capital Expenditure Program, with a total budget of \$1,625,000, funded primarily from the Canada Community Building Fund (CCBF).

### ALTERNATIVES

1. Authorize Administration to commence the procurement for the Aquatic Centre Water Line Upgrade; or
2. Refer project consideration back to Administration for further analysis.

### ANALYSIS

The water distribution piping material is a composite aluminum and cross-linked polyethylene (Pex) product named Kitec that was installed when the facility was built. This type of piping has been discontinued since 2007, and due to its age and the consistent demands for domestic water in the Aquatic Centre, it will only deteriorate further with time.

The City’s consultant has recommended that all Kitec piping be replaced with the appropriately sized Pro-Press stainless steel piping. Much of the suspect piping is below the concrete floor and embedded in the walls. These pipes would be abandoned in place and a new set of water lines installed on the exterior of walls so that it can be serviced easily in the future.

The project will also include replacement of overdue mixing valves, plumbing accessories, pipe insulation (where applicable) and stainless pipe shrouding in public areas.

## **PURCHASING**

Initially, solicitation documents will be publicly issued and the lowest compliant bid will be eligible for contract award. If public tender results in no bidders, other purchasing methods, allowed by the City’s policy will be used.

### **Procurement Policy Principles**

**Compliance:** The purchase will follow the City’s policy and procedures for procurement.

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

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

**Efficient and Effective Procurement:** The procurement of construction services for this mechanical / plumbing has been successfully completed numerous times by the City.

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

**Sustainable Procurement:** Upgraded water lines will reduce maintenance costs and the amount of water losses through leaking lines. It will also lower the reheating costs for Aquatic Centre users using hot water for showers / washing and minimize the risk of flood damage or pool shutdowns for repairs.

### **Tentative Project Schedule**

<b>Item</b>	<b>Proposed date(s)</b>
Issue solicitation document	February 2024
Issue Purchase Order/Contract	March 2024
Start of Project Construction	August 2024
Substantial Performance	September 2024
Total Completion	October 2024

## **ADMINISTRATIVE RECOMMENDATION**

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 the Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

## ADMINISTRATIVE REPORT

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> February 5, 2024
<b>RE:</b> Budget Amendment– Takhini Arena Furnaces

### ISSUE

Council approval for the emergency budget amendment for the procurement of the new Takhini Arena Furnaces.

### REFERENCE

- [Procurement Policy 2020-03](#)
- 2024-2027 Capital Expenditure Program 320c01713 CGC – Takhini Arena Furnaces.

### HISTORY

The Takhini Arena heating system is almost 40 years old and was installed when the facility was originally constructed. While Property Management has been able to service these units over the years, spare components for these heaters are no longer available.

The City had intended to undertake the Takhini Arena Furnaces replacement project in 2017 but implementation was postponed due to potential changes (or replacement) of Takhini Arena that were considered as part of the 2027 Canada Winter Games bid. As the Canada Winter Games will not be held in Whitehorse, this project, along with the larger Takhini Arena Upgrade project, is currently scheduled to begin in 2025.

The City's consultant has recommended that the City replace both sets of existing furnaces (four units in total) with propane units. This would also include new chimney, exhaust and duct work, and the required construction to replace the current units in the rafters at the Takhini arena.

Project 320c01713 CGC – Takhini Arena Furnaces is included in Appendix B of the 2024-2027 Capital Expenditure Program for provisional 2025 in the amount of \$385,000, an application will be submitted to the Canada Community Building Fund (CCBF) to fund the full budget amount.

### ALTERNATIVES

1. Authorize Administration to amend the 2024 – 2027 Capital Budget to advance the project to 2024; or
2. Refer project consideration back to Administration for further analysis.

### ANALYSIS

Due to the age and the unavailability of spare components for these furnaces, there is a likely possibility that the heat exchangers on the current furnaces could fail at any time as initial cracking has been found on the equipment. Risk of inaction could create an immediate public health and safety risk requiring a full and premature shutdown of that facility until replaced units are installed. Further, there is a risk of other property damage

during extreme cold spells as more of the building mechanical infrastructure is also located in the immediate area.

The replacement units will be constrained by the limited space available in the current location due to their size and a significant energy efficiency increase is unlikely, however the new units will ensure the risk of heat failure is minimized for the next 15 years.

Given that this situation meets the definition of an emergency under the City's Procurement Policy (as it is an impending situation that may cause damage to the property including a situation which may endanger the health and/or safety of any City employee or member of the public; and/or a situation which may jeopardize City property), the City Manager has approved awarding a contract based on the results of an invitational tender in 2024.

While the procurement is proceeding, the project now requires formal budgetary authorization from Council.

### **ADMINISTRATIVE RECOMMENDATION**

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.

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> February 5, 2024
<b>RE:</b> 2022 – 2024 Council Strategic Priorities Update – For Information Only

### **ISSUE**

Reporting on progress towards Council's Strategic Priorities.

### **REFERENCE**

- [Whitehorse Strategic Priorities 2022 - 2024](#)
- Appendix A: 2022 - 2024 Council Strategic Priorities – Tracking and Reporting (status as of January 2024)

### **HISTORY**

In April 2022, Council adopted a set of Strategic Priorities to guide corporate progress over the term of Council.

The priorities focus on Housing & Development, Engagement & Collaboration, Inclusivity, Accessibility & Diversity, Community Safety, Climate Change & Adaptation, and Service Excellence.

Within each of the priorities are a number of specific initiatives and actions. In fact there are over 50 of such actions and initiatives identified.

### **ANALYSIS**

Immediately following Council's approval of its Strategic Priorities, Administration incorporated related actions and benchmarks into work planning across the Corporation.

Progress to the end of 2023 in advancing Council priorities is shown in the spread sheet attached as Appendix A of this Administrative Report.

It should be noted that the content of the attached report is limited to municipal efforts specific to Council's adopted priorities and is not meant to capture or reflect on the entirety of City of Whitehorse municipal service delivery.

This Council adopted a very ambitious set of Strategic Priorities, and progress has been achieved, is ongoing, or is scheduled to be achieved in every priority area.

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Housing and Land Development

Action	Lead/Support	Status as at January 2024	Next Steps	
1	Plan for the next subdivision in Whitehorse	<b>Planning</b> Engineering Fleet and Transportation Water and Waste Fire Parks	<ul style="list-style-type: none"> <li>The South Growth Area is confirmed as the next subdivision in the proposed OCP.</li> <li>Project-scoping is underway with YG, KDFN, TKC, and City Staff.</li> <li>Master Plans for Valleyview South and Copper Ridge School Site have advanced.</li> <li>YG is leading feasibility studies on North and South Growth Areas.</li> </ul>	<ul style="list-style-type: none"> <li>Memorandum of Understanding between the City, YG, KDFN, and TKC for feasibility work for North and South Growth Areas is being implemented.</li> </ul>
2	Create the ability for businesses to add staff housing on commercial and industrial lands	<b>Planning</b> Land and Building	<ul style="list-style-type: none"> <li>Underutilized sites project included in Capital Budget.</li> <li>OCP has created a new Mixed-Use – Live / work land use designation in Marwell.</li> <li>Housing and Land Development Advisory Committee Recommendations forwarded to Zoning Bylaw Rewrite by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Further options to be explored in Zoning Bylaw update.</li> </ul>
3	Evaluate the opportunities for redevelopment of the municipal services building site and other sites	<b>Property Management</b> Land and Building	<ul style="list-style-type: none"> <li>Site development options being explored with other levels of government.</li> <li>Other surplus City properties examined.</li> </ul>	<ul style="list-style-type: none"> <li>Site disposition bylaw.</li> <li>Surplus properties to be further considered as plans for departments advance.</li> </ul>
4	Create a Housing Advisory Committee	<b>Development Services</b> Legislative Services Land and Building Planning Engineering	<ul style="list-style-type: none"> <li>Complete. HLDAC Committee (HLDAC) established August 2022.</li> <li>2022-2023 Workplan confirmed with Council with update expected Fall 2023.</li> <li>First Recommendation on YG land sale process presented June 5, 2023.</li> <li>Operational feedback on HLDAC recommendations provided.</li> <li>20 meetings held in 2023.</li> <li>Public Survey completed on Development and Building Permit process.</li> <li>Zoning Amendment Recommendations complete 2023.</li> <li>Industry outreach on permit process for Committee review completed Dec/23.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to explore operating impacts of densification to feed into zoning amendment recommendations.</li> <li>Recommendations on short-term rentals, Housing Development Incentives and Development Permit Process and land development to come in 2024.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Housing and Land Development

Action	Lead/Support	Status as at January 2024	Next Steps	
5	Host a housing summit	<b>Development Services</b> Planning Legislative Services	<ul style="list-style-type: none"> <li>Explore partnership opportunities for a joint-housing summit. YG, City partnership confirmed.</li> <li>Summit date set for February 2024.</li> </ul>	<ul style="list-style-type: none"> <li>Summit planning underway.</li> </ul>
6	Review opportunities to enhance the downtown core reflecting its place as the centre of our Capital City	<b>Ec Dev Parks</b> Planning Fire Engineering Fleet Transportation Transit Water and Waste	<ul style="list-style-type: none"> <li>Main Street Town Square evaluation presented to Council.</li> <li>Ongoing implementation of graffiti removal and prevention initiatives.</li> <li>Community Clean-Up Grants provided.</li> <li>RFP for Economic Development Strategy released.</li> </ul>	<ul style="list-style-type: none"> <li>Town Square 2024 location analysis underway.</li> <li>Economic Development Strategy commencing in 2024.</li> <li>Beautification / Clean-up initiatives.</li> <li>Permanent features to be installed.</li> <li>Initiate broader Downtown Commons project.</li> <li>Multiple graffiti and waste removal and prevention activities.</li> </ul>
7	Explore new and innovative approaches to land development	<b>Development Services</b> Land and Building Planning Engineering	<ul style="list-style-type: none"> <li>Monitoring progress of new approaches and pilot projects for land development.</li> <li>Range Point Master Plan adopted.</li> <li>Review existing Land Development Protocol with YG.</li> <li>Explore vacant and underutilized/abandoned lots for development.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to explore different and innovative approaches to land development such as joint Master Planning.</li> <li>Consider feedback from HLDAC.</li> <li>Bring forward Housing Development Incentive Policy and proposed approach to underutilized lots.</li> <li>Bring forward Land Use Master Plan Policy.</li> </ul>
8	Evaluate opportunities to purchase and develop property	<b>Planning</b> Land and Building	<ul style="list-style-type: none"> <li>Held discussions with the Federal and Yukon Government about current and future opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>Can be done in conjunction with project above. Would consider private, federal and YG lands.</li> <li>Continue Range Road property discussions between Federal Gov, YG, and FN's.</li> </ul>
9	Streamline building/development permit processing	<b>Land and Building</b> Business and Technology Systems	<ul style="list-style-type: none"> <li>Procurement of new permitting module.</li> <li>Completed industry outreach with HLDAC.</li> <li>Internal review of service improvements underway.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing service improvements.</li> <li>Explore YG assuming oil tank permits.</li> <li>Implementation of new permitting software (ongoing completion expected April 2024, with public roll out Summer 2024).</li> <li>Consider inclusion of Development and Building Permit Process at Land Summit.</li> <li>Bring forward HLDAC recommendations on Development and Building Permit process.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

Housing and Land Development				
Action	Lead/Support	Status as at January 2024	Next Steps	
10	Create more opportunities for commercial and industrial land development	<b>Planning</b> Land and Building	<ul style="list-style-type: none"> <li>New OCP reflects additional opportunities for CIL development.</li> <li>Background studies being conducted by YG for YG lands.</li> <li>Ice Lake Road South Master Plan nearing completion early 2024.</li> </ul>	<ul style="list-style-type: none"> <li>Advance the planning for commercial and industrial lands per CILS.</li> <li>Continue to advocate to YG for funding to advance Master Plans for other CILS areas.</li> <li>Enter into an agreement with YG for Ice Lake Road North planning.</li> </ul>
<b>Other Activities to Support or Advance Housing and Land Development Priorities</b>				
11	Update Housing Incentive Policy	<b>Land and Building</b> Planning Finance	<ul style="list-style-type: none"> <li>Early discussions with HLDAC.</li> <li>Internal discussions re: vacant land and underutilized site options.</li> <li>To be reviewed by HLDAC early 2024, CAR scheduled for Jan 2024.</li> </ul>	<ul style="list-style-type: none"> <li>To be informed by recommendations of HLDAC and vacant and underutilized lot project and input from Housing Summit.</li> </ul>
12	Conduct industry outreach on permitting process	<b>Development Services</b>	<ul style="list-style-type: none"> <li>Outreach options under discussion with HLDAC.</li> <li>Contractor luncheon held May 2023.</li> <li>Client survey conducted December 2023.</li> </ul>	<ul style="list-style-type: none"> <li>Consider resulting recommendations from HLDAC.</li> </ul>
13	Update the Zoning Bylaw (following OCP)	<b>Planning</b> Land and Building Engineering	<ul style="list-style-type: none"> <li>Zoning Bylaw Update project underway. First round of housing-related amendments presented to Council at a CAR.</li> </ul>	<ul style="list-style-type: none"> <li>Housing-related amendments to be presented to committee/council in early 2024.</li> <li>Continue to provide feedback on proposed bylaw changes.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Engagement and Collaboration

Action	Lead/Support	Status as at January 2024	Next Steps
14	Working together to ensure Reconciliation and collaboration with both Ta'an Kwäch'an Council and Kwanlin Dün First Nations is a priority on all levels	<b>Various departments</b> <ul style="list-style-type: none"> <li>• Ongoing.</li> <li>• Multiple joint land-use planning initiatives underway.</li> <li>• Continue to provide opportunities for engagement and input into McIntyre Drive Calming Project.</li> <li>• Installation of FN flags in Chambers. Planned installation of permanent flag poles for KDFN, TKC and special event flags at City Hall.</li> <li>• Hosted event for raising of FN flags at City Hall exterior building name signage.</li> <li>• New Council Building Signage Policy for FN translated exterior building name signage completed.</li> <li>• Incorporate contact information for both TKC and KDFN in the City's Emergency Response Plan for Sanitary and Water Systems.</li> <li>• Requested priorities of KDFN &amp; TKC to potentially align COW priorities where possible.</li> </ul>	<ul style="list-style-type: none"> <li>• Timeline is ongoing across multi-year mandate.</li> <li>• Continue multiple joint land-use planning initiatives.</li> <li>• Council Building Signage implementation plan to be developed.</li> <li>• Continue discussion of renaming of McIntyre subdivision and streets with KDFN Administration.</li> <li>• Further explore employment opportunities for a representative municipal workforce.</li> </ul>
15	Increase our knowledge and recognition of Indigenous culture and history in support of Truth and Reconciliation	<b>People and Culture</b> <ul style="list-style-type: none"> <li>• Ongoing.</li> <li>• Reconciliation (delivered by IRP) training for Managers complete.</li> <li>• Reconciliation training (delivered by IRP) part of all staff meeting June 2023.</li> <li>• Mandatory FN 101 Training for all staff confirmed.</li> </ul>	<ul style="list-style-type: none"> <li>• Multiple activities across mandate.</li> <li>• Introduction of mandatory FN101 certification in employment offer letters.</li> </ul>
16	Review the Declaration of Commitment agreement with Kwanlin Dün First Nation and the Ta'an Kwäch'an Council	<b>People and Culture</b> <ul style="list-style-type: none"> <li>• Initial discussions advanced through intergovernmental and bilateral meetings.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue intergovernmental discussions.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Engagement and Collaboration

Action		Lead/Support	Status as at January 2024	Next Steps
17	Enhance civic engagement, communication, collaboration and consultations	<b>Various departments</b> Strategic Communications Legislative Services	<ul style="list-style-type: none"> <li>• Engage Whitehorse.</li> <li>• New Website.</li> <li>• Ongoing collaboration with FN Communications partners.</li> <li>• Strong relationships built with Government of Yukon and RCMP.</li> <li>• Excellent social media presence with a growing audience (current 13K followers on Facebook).</li> </ul>	<ul style="list-style-type: none"> <li>• Working with departments to improve workflow and support increased communications requests including more effective use of engagement tools such as Engage Whitehorse, versus a Construction Notice.</li> <li>• Continue successful social media outreach.</li> <li>• Planning new campaigns for 2024 focused on key Strategic Priorities including snow and ice control, wildfire preparedness and awareness, and the municipal election.</li> <li>• Planning a youth town hall.</li> <li>• Developing an updated corporate communications policy.</li> </ul>
<b>Other Activities to Support or Advance Engagement and Collaboration Priorities</b>				
18	Create a Reconciliation framework with FNs	<b>People and Culture</b> All Divisions	<ul style="list-style-type: none"> <li>• Existing frameworks under review.</li> <li>• Supported in 2040 OCP.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop project and resourcing plan.</li> </ul>
19	Participate in development of McIntyre Creek Park Management Plan Framework	<b>Planning</b> Parks	<ul style="list-style-type: none"> <li>• Review of draft MOU underway.</li> </ul>	<ul style="list-style-type: none"> <li>• Liaise with YG, KDFN, and TKC and other stakeholders for early plan discussions.</li> <li>• Begin planning subject to financial resource availability.</li> </ul>
20	Budget Process	<b>Finance</b> Strategic Communications	<ul style="list-style-type: none"> <li>• Completed 2023 Budget engagement and 2024 process underway.</li> </ul>	<ul style="list-style-type: none"> <li>• Budget development ongoing with successful public engagement.</li> </ul>
21	Youth Chambers Sessions	<b>Legislative Services</b> Strategic Communications	<ul style="list-style-type: none"> <li>• Completed Youth session 2023– special Public Hearing with Mayor and Council on climate change.</li> </ul>	
22	Establish Council Advisory Committees and supporting Secretariat	<b>Legislative Services</b> Various Divisions/Depts	<ul style="list-style-type: none"> <li>• HLDAC established (August 2022). Schedule established.</li> <li>• HLDAC – initial recommendations to Council in Summer 2023. Further recommendations in development.</li> <li>• Inclusivity Advisory Committee established (January 2023). Initial meetings held with a facilitated workplanning session conducted. Committee currently on hold pending further work.</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing secretariat function with dedicated administrative staff.</li> <li>• Hire consultant to engage community on Terms of Reference for IAC.</li> <li>• Evaluate options for honoraria for Council Committees.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Engagement and Collaboration

Action	Lead/Support	Status as at January 2024	Next Steps
<div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; text-align: center;">NEW</div>	Develop and implement services agreement with KDFN for provision of snow clearing services by a KDFN company in McIntyre	<b>Infrastructure &amp; Operations</b> <ul style="list-style-type: none"> <li>Complete.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor and adjust as required.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Inclusivity, Accessibility and Diversity

Inclusivity, Accessibility and Diversity				
	Action	Lead/Support	Status as at January 2024	Next Steps
23	Improve City services to support aging in place	<b>Various Departments</b>	<ul style="list-style-type: none"> <li>Potential topic for Inclusivity Advisory Committee (IAC).</li> <li>2040 OCP includes policies supporting aging in place.</li> <li>Hosted International Old Persons Day.</li> <li>Re-established Seniors Tea.</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate options and a budget submission for a Community Accessibility Plan.</li> <li>Continue seniors recreational programming and events.</li> </ul>
24	Review accessibility policy and standards	<b>Various Departments</b>	<ul style="list-style-type: none"> <li>Part of ongoing operational work.</li> <li>2040 OCP includes policies on accessibility.</li> <li>Three directors registered for Rick Hanson Fund Accessibility Certification Municipal Cohort Accelerator in 2024.</li> </ul>	<ul style="list-style-type: none"> <li>Potential topic for Inclusivity Advisory Committee, potentially related to HLDAC.</li> <li>Continue to apply accessibility lens to all policies under review / development.</li> <li>Review Snow and Ice Control Bylaw with an accessibility lens and submit budget amendment for Council consideration Fall 2023.</li> <li>Complete review and report back to Council.</li> </ul>
25	Increase accessibility for all	<b>Various Departments</b>	<ul style="list-style-type: none"> <li>Ongoing as part of operational and infrastructure design. Potential topic for IAC, potentially related to HLDAC recommendations.</li> <li>Survey in downtown core has commenced to identify areas that are missing/deficient in para-ramps for contiguous accessibility.</li> <li>Snow and Ice Policy updated to focus on improvements for accessibility standards.</li> <li>Implemented enhanced snow &amp; ice control operations.</li> <li>Engineering and Transportation competed in Accessibility Olympics.</li> <li>Significant increase in public support and positive feedback for changes made to trail clearing for winter active transportation.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to monitor changes to Snow and Ice Control Policy to ensure objectives to increase accessibility are achieved.</li> <li>Continue to implement accessibility improvements in capital project upgrades.</li> <li>Reviewing option of elevated pedestrian crossings in downtown reconstruction projects.</li> <li>Specific programs / policies potential topics for IAC recommendations.</li> <li>Increase enforcement to support Snow and Ice Control Policy.</li> </ul>
26	Recommit to the Coalition of Inclusive Municipalities	<b>City Manager</b>	<ul style="list-style-type: none"> <li>Complete. Letter confirming City of Whitehorse continued membership sent May 2022.</li> </ul>	<ul style="list-style-type: none"> <li>Review of the toolkits for application to City of Whitehorse initiatives (on hold pending review of IAC terms of reference).</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Inclusivity, Accessibility and Diversity

Inclusivity, Accessibility and Diversity				
	Action	Lead/Support	Status as at January 2024	Next Steps
27	Evaluate opportunities for employment diversity within the organization	<b>Human Resources</b>	<ul style="list-style-type: none"> <li>Completed Employee Engagement Survey.</li> <li>Review City policies and recruitment process with equity, diversity and inclusion lens.</li> </ul>	<ul style="list-style-type: none"> <li>Continued evaluation of results and development of a roadmap for future work.</li> <li>Implement results of IDEA review and amend processes as necessary.</li> <li>Post vacancies on Wayfinder Yukon (FN job board).</li> </ul>
28	Evaluate opportunities to ensure a respectful Whitehorse community	<b>Various Departments</b> Legislative Services	<ul style="list-style-type: none"> <li>Investigation of civility standards for Chambers complete and incorporated into delegate process.</li> </ul>	<ul style="list-style-type: none"> <li>Civility policy to be developed.</li> <li>Review Inclusivity Plan in other municipalities.</li> </ul>
<b>Other Activities to Support or Advance Inclusivity, Accessibility, and Diversity Priorities</b>				
29	OCP - various policies	<b>Planning</b>	<ul style="list-style-type: none"> <li>New OCP is approved.</li> </ul>	<ul style="list-style-type: none"> <li>Draft implementation plan.</li> </ul>
30	Snow and Ice Control Policy	<b>Operations</b>	<ul style="list-style-type: none"> <li>Policy updates approved.</li> <li>Administration asked to report on motion for additional snow and ice control from an accessibility lens.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor and update as required.</li> </ul>
31	Create Training Specialist Role	<b>Human Resources</b>	<ul style="list-style-type: none"> <li>Created and hired new position.</li> </ul>	<ul style="list-style-type: none"> <li>Develop program across organization to deliver and track training.</li> <li>Develop orientation process which includes mandatory IDEA training.</li> </ul>
32	Develop Budget Submission for Culture Specialist Role	<b>Human Resources</b>	<ul style="list-style-type: none"> <li>Budget for new position approved.</li> </ul>	<ul style="list-style-type: none"> <li>Recruitment.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Community Safety

Action		Lead/Support	Status as at January 2024	Next Steps
33	Support programming to assist with crime prevention	<b>Bylaw</b> Recreation Parks Planning Land & Building	<ul style="list-style-type: none"> <li>• Additional staff hired for graffiti removal and prevention, with successful funding application.</li> <li>• Identified funding source for additional crime prevention programming in Whitehorse.</li> <li>• Recreation continues to offer access to the Youth Lounge, and identifies options to engage youth in positive, meaningful ways.</li> <li>• Implement crime prevention programming (BSCF grant).</li> <li>• Staff trained in Crime Prevention through Environmental Design.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue to explore crime prevention opportunities.</li> <li>• Multiple graffiti and waste removal and prevention activities planned for 2024.</li> <li>• Continue to provide recreation programs and activities for youth.</li> </ul>
34	Develop community safety improvements (in conjunction with partner government agencies, where applicable)	<b>Bylaw</b> Planning	<ul style="list-style-type: none"> <li>• Quarterly inter-agency meetings with the RCMP, KDFN, and YG on various community initiatives such as graffiti removal, taxi safety.</li> <li>• Bylaw met with Yukon Police Council to discuss crime prevention initiatives.</li> <li>• Updates to Maintenance Bylaw complete – Schedule and Fines to enable more effective enforcement and deterrents.</li> <li>• Graffiti Management Policy updates complete.</li> <li>• Participated in YG's Downtown Safety Plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Continued work with stakeholders and to identify community safety improvements.</li> <li>• Planning for public restrooms as part of the downtown Transit Hub.</li> </ul>
35	Review the Vehicle for Hire Bylaw	<b>Bylaw</b>	<ul style="list-style-type: none"> <li>• Stakeholder engagement complete.</li> <li>• Phase 1 changes implemented, including mandatory audio.</li> </ul>	<ul style="list-style-type: none"> <li>• Bring forward VFH Bylaw amendments.</li> </ul>
36	Review crime prevention strategies	<b>Bylaw</b> Parks	<ul style="list-style-type: none"> <li>• Support graffiti removal through community clean up events, by providing graffiti removal supplies and/or vouchers.</li> <li>• Bylaw Services organized a one-day Graffiti offensive, engaging 161 downtown businesses to raise awareness about the City's beautification initiatives and their role to support graffiti removal.</li> <li>• City's Graffiti Management Policy updated for Summer 2023 graffiti management program.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue departmental collaboration on graffiti deterring/beautification initiatives for 2024.</li> <li>• Continue to contribute to YG's Downtown Safety Plan.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Community Safety

Community Safety				
	Action	Lead/Support	Status as at January 2024	Next Steps
			<ul style="list-style-type: none"> <li>Crime prevention strategies being explored. Working with partners on Crime Prevention through Environmental Design initiative scan.</li> <li>Spring and Fall community clean-up events complete and included graffiti removal.</li> </ul>	
37	Analyze flood risks and mitigation strategies	<b>Planning</b> Engineering Fire	<ul style="list-style-type: none"> <li>2022 resources were diverted to escarpment - therefore flood risk analysis has not progressed. Risk analysis.</li> </ul>	<ul style="list-style-type: none"> <li>Complete and present flood mapping as part of zoning bylaw update.</li> </ul>
38	Protection of life and property from Escarpment	<b>Engineering</b> <b>Planning</b>	<ul style="list-style-type: none"> <li>Completed 2023 Hazard Assessment</li> <li>Completed DMAF application for funding for permanent solution on RSW.</li> <li>Completed Takhini Bypass Project.</li> <li>Developed capital requests for projects to continue to assess, monitor and mitigate risks.</li> </ul>	<ul style="list-style-type: none"> <li>Start design of a long-term solution for the escarpment issue. (pending budget approval).</li> <li>Continue to provide and protect for public safety.</li> </ul>
39	Review and continue to implement existing wildland fire plan	<b>Parks</b> Fire Land and Building	<ul style="list-style-type: none"> <li>Wildland fire plan reviewed early 2022.</li> <li>FireSmart coordination program - federal funding application successful, funding secured with agreement.</li> <li>FireSmart Coordinate workplan established.</li> </ul>	<ul style="list-style-type: none"> <li>Policy and bylaw development.</li> <li>Continued stakeholder engagement.</li> <li>Work with YG on unaddressed areas of concern within City Boundaries.</li> <li>Partner with YG to provide tools to property owners for fire smarting.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Climate Change and Adaption

Action		Lead/Support	Status as at January 2024	Next Steps
40	Create and implement strategy to effectively respond and adapt to climate change	<b>Parks and Community Development</b> Various Departments	<ul style="list-style-type: none"> <li>Climate mitigation and adaption strategy budget approved and development of draft Strategy underway.</li> <li>Commitment to Climate Strategy including emission targets included in 2040 OCP.</li> <li>Contract awarded, project is underway.</li> </ul>	<ul style="list-style-type: none"> <li>Finalize Climate Change Adaptions Strategy (Spring 2024).</li> </ul>
41	Improve active transportation opportunities and infrastructure	<b>Engineering</b> Planning Fleet Transportation Parks	<ul style="list-style-type: none"> <li>Ongoing – Transportation Master Plan (TMP) draft completed; snow and ice policy changes under review for active transportation and accessibility.</li> <li>Corridor Study for Mountainview Drive ongoing.</li> </ul>	<ul style="list-style-type: none"> <li>Finalize TMP.</li> <li>Complete corridor study.</li> <li>Complete Second River Crossing study.</li> </ul>
42	Invest in and enhance the transit system	<b>Transit</b> Fleet and Transportation Property Management Engineering	<ul style="list-style-type: none"> <li>Ongoing. To be considered in project / initiatives.</li> <li>Transit routes and scheduled redesigned and engagement completed.</li> <li>Operating budget increased for new system.</li> <li>Two new buses commissioned.</li> <li>Completed New Transit route and schedule – Phase 1.</li> <li>Increased capital budget for Transit infrastructure.</li> <li>Installed transit shelter in front of the courts building.</li> </ul>	<ul style="list-style-type: none"> <li>Plan for implementation of Phase 2 of new route and schedule.</li> <li>Prepare alternative energy fleet study.</li> <li>Additional Handy Bus expected in 2024 Q3.</li> </ul>
<b>Other Activities to Support or Advance Climate Change and Adaption Priorities</b>				
43	Investigate sustainable investing	<b>Finance</b>	<ul style="list-style-type: none"> <li>Preliminary policy review complete.</li> <li>Research with banking partners underway.</li> </ul>	<ul style="list-style-type: none"> <li>Revise Investment Policy.</li> </ul>
44	Investigate social procurement	<b>Finance</b>	<ul style="list-style-type: none"> <li>Early research underway.</li> </ul>	<ul style="list-style-type: none"> <li>Additional work to begin including preliminary policy review.</li> </ul>
45	Monitor e-bus advancements for potential implementation	<b>Transit</b>	<ul style="list-style-type: none"> <li>Tokens integrated with electronic devices on-board used to validate digital fares and transit passes complete.</li> <li>Process improvements completed for updating real-time info in Google Maps.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to monitor industry best practices.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Climate Change and Adaption

Action		Lead/Support	Status as at January 2024	Next Steps
46	Facilities energy upgrades and conversion from fossil fuels	<b>Property Management</b>	<ul style="list-style-type: none"> <li>• Tender for Whitehorse Operations Building boiler system complete.</li> <li>• Existing City facilities being reviewed and evaluated for upgrades. All new facilities to include energy standard.</li> </ul>	<ul style="list-style-type: none"> <li>• Potential future budget submissions in development.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Service Excellence

Service Excellence				
Action		Lead/Support	Status as at January 2024	Next Steps
47	Ensure Whitehorse continues to be fiscally responsible	<b>Finance</b> Various departments	<ul style="list-style-type: none"> <li>• City continues to be in good financial standing.</li> <li>• Audit complete with findings and Draft statements anticipated June 2023.</li> </ul>	<ul style="list-style-type: none"> <li>• Budget preparation underway including Council and public input.</li> <li>• Review audit results.</li> </ul>
48	Review Whitehorse's role in tourism advocacy	<b>Ec Dev</b>	<ul style="list-style-type: none"> <li>• City of Whitehorse tourism advocacy role confirmed.</li> <li>• Tourism Partnership Agreement between City and YG Tourism and Culture approved.</li> </ul>	<ul style="list-style-type: none"> <li>• Work with YG to promote and enhance tourism following Tourism Partnership Agreement.</li> </ul>
49	Evaluate traffic congestion along key transportation routes	<b>Engineering</b>	<ul style="list-style-type: none"> <li>• Draft TMP completed.</li> <li>• Completed all modelling for TMP &amp; final engagement stage underway.</li> <li>• Awarded contract for Mountainview Drive congestion study.</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize TMP (Winter 2023).</li> <li>• Finish planning on Mountainview corridor and Yukon River second river crossing study.</li> </ul>
50	Conduct a snow and ice management program review, considering alternate delivery methods and accessibility standards.	<b>Fleet and Transportation</b>	<ul style="list-style-type: none"> <li>• Presented and approved by Council.</li> <li>• Administration asked to report on motion for additional snow and ice control from an accessibility lens.</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor updates and adjust as required.</li> </ul>
51	Update the Snow and Ice Control policy	<b>Fleet and Transportation</b>	<ul style="list-style-type: none"> <li>• Updated and approved by Council.</li> <li>• Administration asked to report on motion for additional snow and ice control from an accessibility lens.</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor updates and adjust as required.</li> </ul>
52	Prepare for Arctic Winter Games 2026	<b>Community Services</b> Various departments	<ul style="list-style-type: none"> <li>• Initial preparations underway, including establishment of Host Society.</li> <li>• Hosting Agreement signed.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in the planning phase of AWG 2026.</li> </ul>
53	Create more recreational programming	<b>Recreation</b>	<ul style="list-style-type: none"> <li>• Additional program planning under way on a quarterly basis.</li> <li>• Planned for increased youth programming opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>• Identify and implement additional recreational programs and opportunities.</li> <li>• Work with community partners to offer indirect program options.</li> </ul>

## 2022-2024 Council Strategic Priorities – Tracking and Reporting

### Service Excellence

Action	Lead/Support	Status as at January 2024	Next Steps
54	Increase City Programming space	<b>Recreation</b> <ul style="list-style-type: none"> <li>Administration looking to expand program offerings to parks, trails, greenspaces.</li> <li>There may be opportunities through facility retrofits to re-imagine program space.</li> <li>Construction of Robert Service Campground building is near completion.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to explore opportunities to increase programming space – utilizing parks, trails, and greenspaces.</li> <li>Develop framework to utilize Robert Service Campground for additional space.</li> </ul>
55	Evaluate options to expand Yukon River crossing infrastructure	<b>Engineering Planning</b> <ul style="list-style-type: none"> <li>Contract awarded.</li> </ul>	<ul style="list-style-type: none"> <li>Complete project.</li> </ul>

### Other Activities to Support or Advance Service Excellence Priorities

56	Miscellaneous technological modernization	<b>Various Departments</b>  Business and Technology Solutions  Legislative Services  Strategic Funding  Strategic Communications	<ul style="list-style-type: none"> <li>City Manager office – tracking and workflow for Mayor and Council public inquiry correspondence business processed documented and automated.</li> <li>Business Process Modelling and documentation ongoing for multiple departments.</li> <li>Implementation of Office 365 and MS Teams.</li> <li>RFI completed for Chambers System (audio and video) upgrade.</li> <li>Council processes/supports (public information, modernizing chamber supports, public accessibility and interaction with process.</li> <li>Initiate the development of a long-term strategy around use of external funding to fund City priorities.</li> <li>Exploring ways to support increasing communications efforts from Departments through local contractors.</li> <li>Improving management of department requests for communications initiatives to support consistent timely messaging.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing.</li> </ul>
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**CITY OF WHITEHORSE**  
**CITY PLANNING COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Michelle Friesen

**Vice-Chair:** Dan Boyd

February 5, 2024

Meeting #2024-03

- 
1. Lease Agreement – Physio Plus at the Canada Games Centre  
Presented by Krista Mroz, Director of Community Services
  2. Official Community Plan and Zoning Bylaw Amendments – Mining Activities  
Presented by Peter Duke, Manager, Planning Services
  3. New Business

# **ADMINISTRATIVE REPORT**

<b>TO:</b> City Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> February 5, 2024
<b>RE:</b> Lease Agreement – Physio Plus at the Canada Games Centre

## **ISSUE**

A bylaw to enter into a new lease agreement with Physio Plus for space within the Canada Games Centre (CGC).

## **REFERENCE**

- [Lease, Encroachment and Property Use Policy](#)
- Attachment 1 – Proposed Bylaw 2024-07 and Lease Agreement

## **HISTORY**

Physio Plus has been operating within the CGC since 2005. The existing lease area is situated on the second floor of the facility and occupies 4,235 square feet of space. The most recent lease agreement with Physio Plus expires in April 2024, with no further renewal clauses, and the owners have expressed a desire to continue to utilize the space for an additional term.

However, Recreation facilities are at, or are exceeding capacity in popular programming areas, specifically fitness classes. Ending the lease creates a significant opportunity to provide increased recreational programming and space that aligns with the strategic priorities set by Council, as well as the Parks and Recreation Master Plan.

After consideration of internal capacity and discussions with Physio Plus, Administration has negotiated the terms of a new short-term lease, which includes a term of approximately 18 months, concluding at the end of October 2025.

## **ALTERNATIVES**

1. Bring forward Bylaw 2024-07 and enter into a lease agreement with Physio Plus; or
2. Refer the matter back to Administration.

## **ANALYSIS**

### **Lease Considerations**

The term of the proposed lease with Physio Plus is for an 18-month period from April 19, 2024 to and including October 31, 2025. The proposed lease rate aligns with current market value per the City's policy. In order to streamline the short-term lease agreement, certain provisions have been modified to better reflect the nature of the arrangement, notably the removal of any renewal or expansion options.

In addition, updates to contribute to a more efficient lease arrangement were made as follows:

- Common Area Costs have been adjusted to reflect inflationary increases, particularly in energy costs.
- Advertising clauses and associated costs were removed as the Canada Games Centre no longer employs the outdated methods of advertising.
- In recognition of the tenant's existing on-site presence, the language pertaining to site preparation has been omitted.
- Options to terminate the lease early were added.
- Security deposit requirements were removed.

### **Addressing Community Growth and Recreational Needs at the CGC**

Prior to the lease negotiations, administration conducted a program analysis and identified a need for increased programming space at the CGC. As activities such as fitness classes gain popularity, and as the community grows, the current infrastructure cannot accommodate the increasing numbers. In addition, with the community's growth, there is a pressing demand for expanded recreational facilities and programs that cater to diverse interests.

It was identified that the space occupied by Physio Plus would provide a significant opportunity for enhancing recreational program offerings to meet these evolving needs. Over the term of the proposed lease, Administration will be planning to meet the increased demand and anticipates being able to fully utilize the space for program related operations at the end of the lease term.

If Council chooses to deny the lease agreement, Physio Plus would be required to vacate the premises at the end of the current lease term, potentially causing undue hardship on the business and the community, and the City would lose the associated lease revenue.

### **ADMINISTRATIVE RECOMMENDATION**

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.

# **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:**

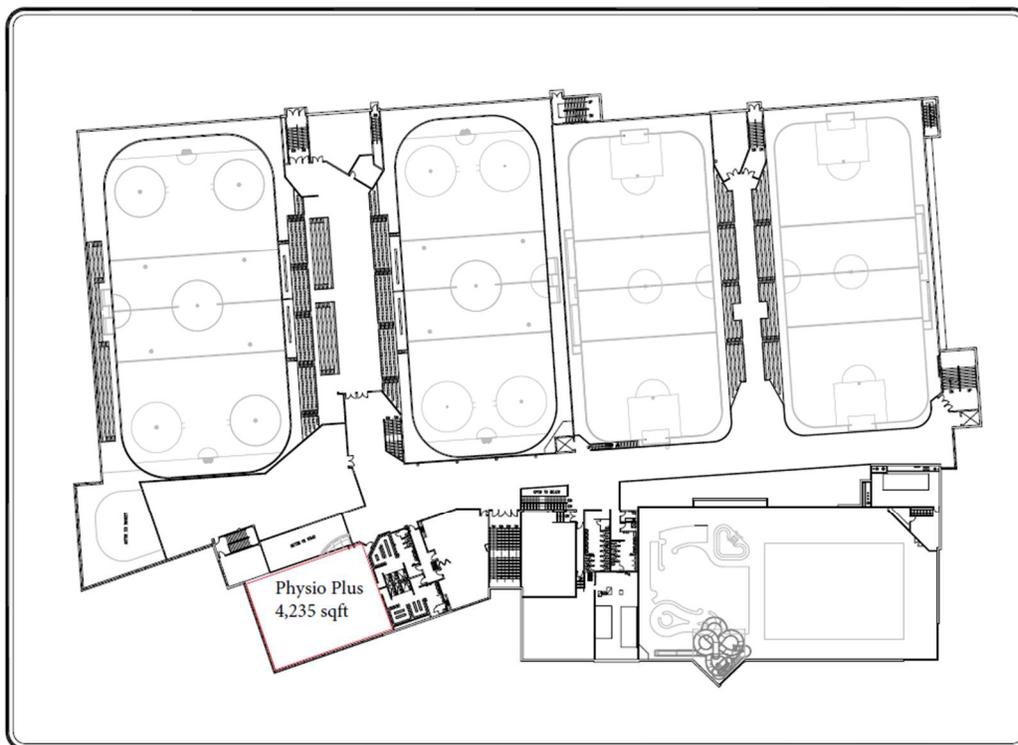
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Laura Cabott, Mayor

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Corporate Services

**APPENDIX A  
OUTLINE OF LEASED PREMISES**



GENERAL INFORMATION

**JEUX DU CANADA  
GAMES CENTRE  
SECOND FLOOR**

Drawn By: B. C. BOORSE  
DATE: MAY 2005  
SCALE: N.T.S.

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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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 or 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:

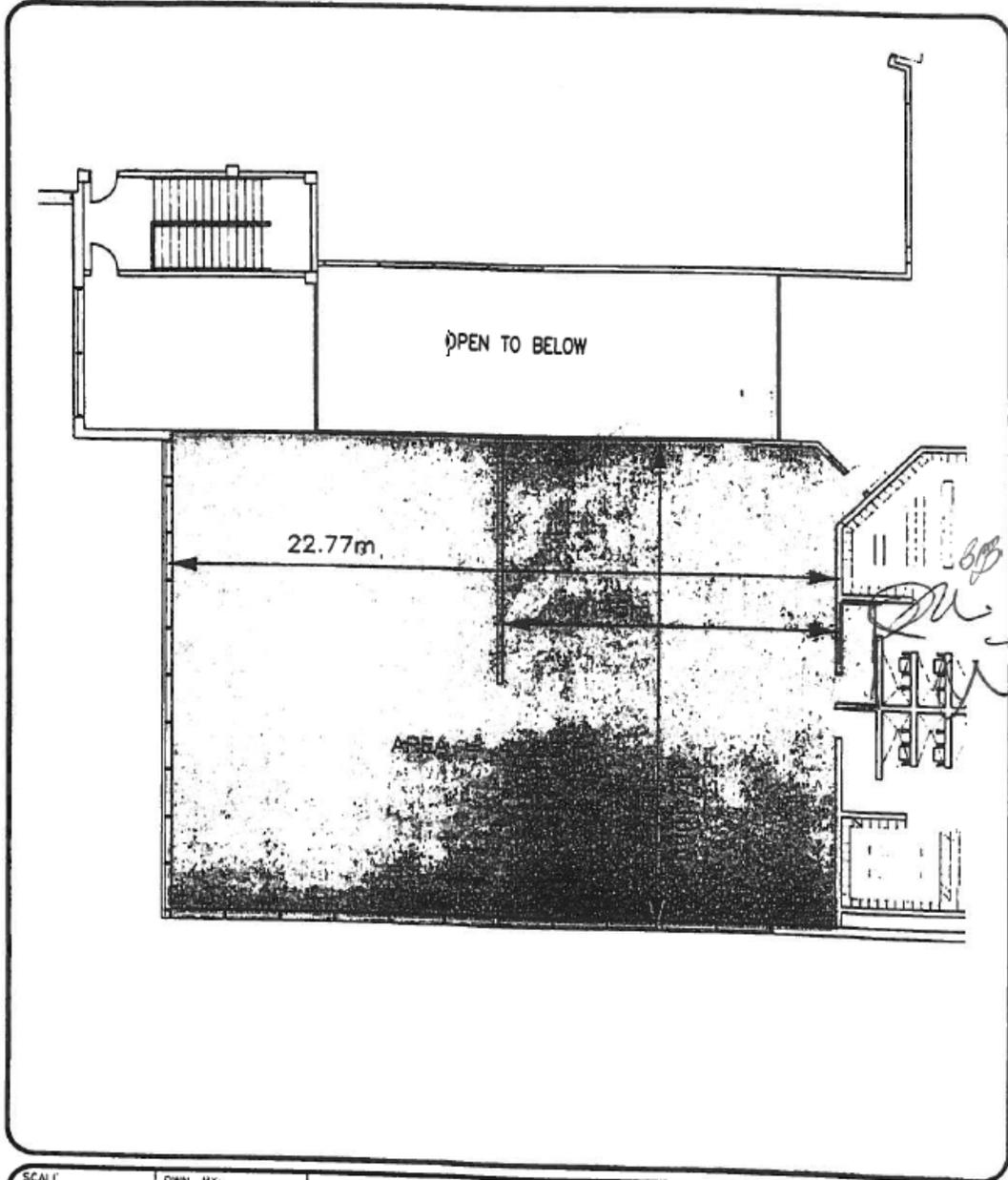
Title:

Per: \_\_\_\_\_

Name:

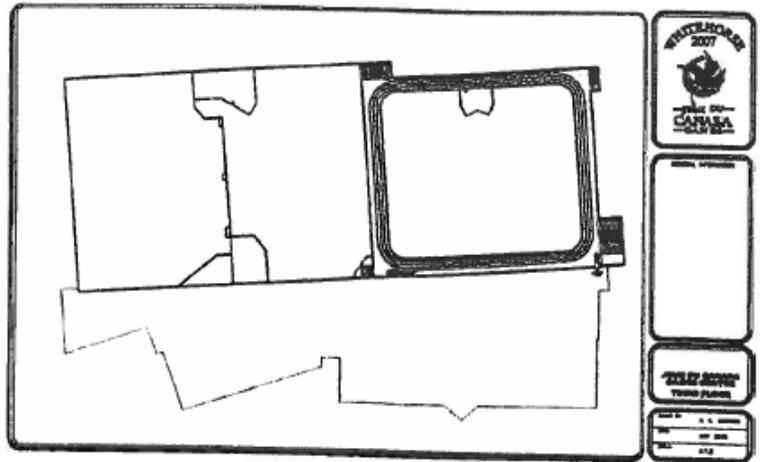
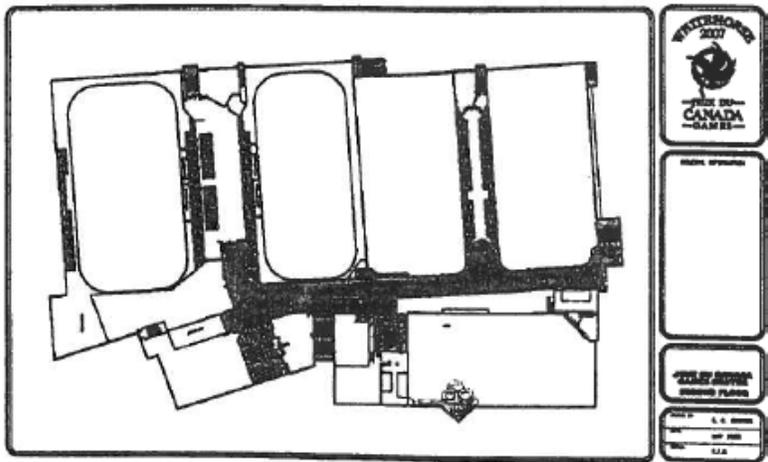
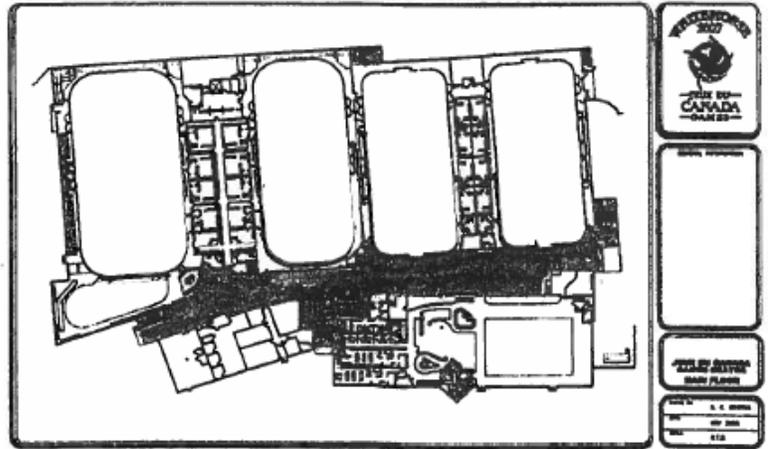
Title:

**SCHEDULE A  
OUTLINE OF LEASED PREMISES**



SCALE	NTS	DRAWN BY	BCB	<b>CITY OF WHITEHORSE</b>	
DATE	OCT 2005	CHKD			
		REV.			
				<b>RETAIL SPACE</b>	

**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:**

<b>Period</b>	<b>Annual Minimum Rent</b>	<b>Rate/Sg. Ft.</b>
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 Assistant City Clerk 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

## ADMINISTRATIVE REPORT

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> February 5, 2024
<b>RE:</b> Official Community Plan and Zoning Bylaw Amendments – Mining Activities

### ISSUE

An application to amend the text of the Official Community Plan (OCP) and the Zoning Bylaw, to prohibit mineral exploration and extraction within city limits.

### REFERENCE

- [Zoning Bylaw 2012-20](#)
- [Whitehorse 2040 Official Community Plan](#)
- [Municipal Act SY 2022, c. 2](#)
- [Quartz Mining Act SY 2003, c. 14](#)
- [Prohibition of Entry on Certain Lands \(City of Whitehorse\) Order O.I.C 2012/145](#)
- Appendix A: Definition of “mineral” in Quartz Mining Act SY 2003, c. 14
- Proposed Text Amendments – Official Community Plan (Attachment 1)
- Proposed Text Amendments – Zoning Bylaw (Attachment 2)
- Alternative Text Amendments – Zoning Bylaw (Attachment 3)
- Active Quartz Claims Map (Attachment 4)
- Proposed Official Community Plan Amendment Bylaw 2024-14 (Attachment 5)
- Proposed Zoning Amendment Bylaw 2024-15 (Attachment 6)
- Alternative Zoning Amendment Bylaw 2024-XX (Attachment 7)

### HISTORY

An application was received to amend text in the OCP and the Zoning Bylaw to prevent mineral exploration and extraction within city limits. The intent of the proposed amendments is to protect against adverse effects on groundwater resources and minimize disturbances to residential areas and areas used for recreational purposes.

#### **Quartz Mining Act and Municipal Act**

The *Quartz Mining Act* is one of the principal documents which regulate mining and exploration activities in the Yukon. The *Municipal Act* (MA) grants municipalities the powers, duties, and functions necessary to represent and respond to the needs of the community. Neither act takes priority and each simultaneously applies. The MA grants municipalities jurisdiction over land uses, including mining and exploration, within their boundaries, which includes the ability to prohibit such activities. Section 289 of the *Municipal Act, R.S.Y. 2002, c. 154*, states that municipalities are permitted to “prohibit, regulate, and control the use and development of land and buildings in a municipality”.

#### **Official Community Plan**

The proposed text amendments to the OCP include replacing section 13.3 to prohibit mineral exploration and mine development as well as removing “mineral potential” from OCP section 15.12 (Attachment 1).

Currently, the only OCP designations that permit mineral exploration or mine development are the Natural Resource Extraction designation and the Industrial designation as an interim land use. There are several OCP policies that attempt to mitigate risk and nuisance factors associated with Natural Resource Extraction.

In addition to attempting to mitigate potential risk and nuisance factors from natural resource extraction, the OCP designates a significant portion of the city as Greenspace. Greenspace areas are designated to among other things, protect and maintain the integrity of sensitive ecosystems and provide outdoor recreational opportunities. Included in the Greenspace designation are five regional parks that have been identified which represent over 30 per cent of the total area of the city.

### **Zoning Bylaw**

Since the OCP is the highest level policy and planning document for the City, the Zoning Bylaw must comply with it and therefore text amendments to the Zoning Bylaw are being brought forward concurrently.

The applicant seeks to modify the definition of “Natural Resource Extraction” in the Zoning Bylaw to prohibit the extraction of minerals, as defined in the *Quartz Mining Act* (Appendix A), as well as remove “mineral extraction” from section 6.15.1 (Attachment 2).

The Zoning Bylaw currently permits natural resource extraction as a principal use in the IQ – Quarries zone and as a conditional use in the IH – Heavy Industrial zone. Natural resource extraction is further regulated as a specific use in section 6.15. Section 6.15.1 requires that prior to any gravel or mineral extraction, a development permit application, timing of phases, a restoration plan, and a Yukon Environmental and Socio-Economic Assessment Board (YESAB) decision document (if applicable) be submitted.

### **Schedule**

On December 13, 2023, the application was reviewed by the Development Review Committee (DRC). The DRC recommended that Administration work with the applicant to modify their application so that it achieves their intended purpose. Administration worked with the applicant to adjust their proposed text amendments to better achieve their desired outcome.

At the Standing Committee meeting on January 8, 2024, the applicant spoke as a delegate briefly describing their requested OCP and Zoning Bylaw amendments. They also requested that the application fee be returned per section 15.2.7 of the Zoning Bylaw as they believe the proposed amendments are for the benefit of the city at large.

The proposed schedule for the OCP amendment and Zoning Bylaw amendment is as follows:

Planning Committee:	February 5, 2024
First Reading:	February 12, 2024
Newspaper Ads:	February 16 and February 23, 2024
Public Hearing:	March 11, 2024
Report to Committee:	April 2, 2024
Second Reading:	April 8, 2024
*Ministerial Review:	May 31, 2024 (assuming full 45-day review period)
Third Reading:	June 10, 2024

\* Zoning Bylaw amendment will not undergo ministerial review

## **Notifications**

Sections 280 and 294 of the MA provide details on the notification procedures for OCP amendments and Zoning Bylaw amendments respectively. Subsection 294(3) requires that notice be given to all persons affected by a Zoning Bylaw amendment by a method determined reasonable by Council.

Administration recommends that in addition to advertising the amendments in the newspapers for two successive weeks that notifications be mailed directly to all property owners in the IQ zone, Yukon Chamber of Mines, Yukon Chamber of Commerce, and the Whitehorse Chamber of Commerce.

Per section 15.5.3 of the Zoning Bylaw, after First Reading, Council can direct that the proponent of an amendment hold one or more public meetings to provide information on the proposed rezoning.

## **ALTERNATIVES**

1. Proceed with the proponent's OCP amendment and Zoning Bylaw amendment under the bylaw process; or
2. Proceed with Administration's alternative Zoning Bylaw amendment under the bylaw process; or
3. Do not proceed with any of the proposed amendments; or
4. Refer the matter back to Administration and direct Administration to draft an alternative policy to regulate mining and exploration activities.

## **ANALYSIS**

The proposed text amendments to the OCP and Zoning Bylaw would prohibit mineral exploration and extraction within city limits. Currently mineral exploration and extraction is permitted in limited areas of the city.

Since 2012, entering municipal lands for the purpose of locating a claim, prospecting, or mining for minerals was prohibited on a large portion of the city through the approval of the *Prohibition of Entry on Certain Lands (City of Whitehorse) Order*. No new claims can be staked in the prohibited area however there are many stakes that were claimed in the prohibited area prior to the *Order* coming into effect (Attachment 4). These claims are grandfathered in and do not expire so long as they are kept in good standing.

The proposed text amendments to the OCP and Zoning Bylaw would prohibit mineral exploration and mineral development on all claims within the City. Additionally, any existing mineral claim holder would have to apply for an amendment to the OCP in order to conduct exploration activities as well as apply for an amendment to the Zoning Bylaw in order to get approval for the development of a mine.

It is important to note that gravel extraction and its related quarry operations would not be impacted by the proposed OCP and Zoning Bylaw text amendments. Gravel extraction provides raw material for new construction in the city and is fundamental to the local economy.

### **Alternative Option**

If Council does not wish to proceed with amendments that would result in a complete prohibition of mining and exploration within the city, Administration has provided an alternative for consideration (Attachment 3). The alternative option does not require an amendment to the OCP but does propose amendments to the Zoning Bylaw.

The alternative Zoning Bylaw amendment includes new definitions for “mineral development” and “mineral exploration” that will be listed as conditional uses in the IQ and IH zones. Additionally, a new section (4.11.2) will be added to the Temporary Use Development Permit regulation to require that temporary use permits for mineral exploration be issued by Council. These alternatives will ensure that there is a public process, through a conditional use public input session, and a Council decision on all mineral exploration and development activities within city limits. This would allow for greater public involvement and Council oversight on mining activities within the city without imposing an outright ban.

The timeline for this alternative Zoning Bylaw amendment would follow the same as proposed bylaw 2024-25, with 2<sup>nd</sup> and 3<sup>rd</sup> reading tentatively being decided April 8, 2024.

### **Conclusion**

The applicant has concerns that mineral exploration and extraction negatively impacts residential areas, areas used for recreational purposes, and ground water resources.

There are currently several policies and regulations in both the OCP and Zoning Bylaw that restrict mineral extraction in order to attempt to minimize risk and nuisance impacts to nearby residences. Areas designated as Greenspace in the OCP are appropriate areas to pursue recreational activities. Mineral claims do exist in some areas designated as Greenspace which is potentially an incompatible use.

Mineral exploration and extraction is currently restricted to areas designated as Natural Resource Extraction or Industrial in the OCP that are also outside of the prohibited area identified in the *Prohibition of Entry on Certain Lands (City of Whitehorse) Order*. The exception is mineral claims that are grandfathered in. The proposed text amendments would now prohibit mineral exploration and mineral development everywhere within city limits. There would be a path for a mineral claim holder to pursue exploration activities and the development of a mine but it includes applying for both an OCP and Zoning Bylaw amendment.

Administration has prepared a set of alternative amendments for Council’s consideration. The alternative amendments would create defined uses for both “mineral exploration” and “mineral development”. These uses would be listed as conditional uses in the IH and IQ zones. This would allow for a more transparent public process and Council would be the final decision making body on mining activities within the city.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Administration’s alternative bylaw (Attachment 7), a bylaw to amend text within the Zoning Bylaw, be brought forward for consideration under the bylaw process.

## **Appendix A:**

### **Definition of “mineral” in Quartz Mining Act SY 2003, c. 14**

*“mineral” means gold, silver, platinum, iridium or any of the platinum group of metals, mercury, lead, copper, iron, tin, zinc, nickel, aluminum, antimony, arsenic, barium, bismuth, boron, bromide, cadmium, chromium, cobalt, iodine, magnesium, molybdenum, manganese, phosphorus, plumbago, potassium, sodium, strontium, sulfur, or any combination of those elements with themselves or with any other elements, quartz, metallic oxides and silicates, and the ores of radium, tungsten, titanium and zirconium, asbestos, emery, mica, mineral pigments, corundum and diamonds, but does not include limestone, marble, clay, gypsum, or any building stone when mined for building purposes, earth, ash, marl, gravel, sand, or any element that may, in the opinion of the Minister, form a portion of the agricultural surface of the land”*

## Proposed Text Amendments to the Official Community Plan

1. Delete section 13.3:

### **Mineral Development**

~~13.3—Any mineral development, including to maintain existing mineral claims in good standing, or for remediation or reclamation activities, is subject to all applicable legislation, regulatory requirements, and City bylaws.~~

And replace with:

### **Mineral Development**

13.3 Mineral exploration and mine development within the City of Whitehorse is prohibited. This applies to all classes of exploration activities, as well as the development of a mine, but does not apply to remediation activities being undertaken to address environmental impacts from past mining activities.

2. Modify Section 15.12 as follows:

### **15.12 NATURAL RESOURCE EXTRACTION**

The Natural Resource Extraction designation is intended to support local and regional economic activity and construction through accommodating the extraction and management of raw materials.

Gravel extraction is fundamental to Whitehorse's local economy as it supplies the foundation for new construction such as buildings and roadways. Having a stable supply of gravel will be required to keep up with housing demand as the population grows.

Notable areas of ~~mineral and~~ gravel potential include the Whitehorse Copper Belt, Sleeping Giant Hill, and McLean Lake. Gravel can supply pit run, crushed base course, sub-base, asphalt and concrete aggregate, concrete, bedding sand, and drain rock. These materials are typically used for road and highway development, building foundations, and other forms of construction. It is an essential asset for any community to have significant gravel reserves rather than importing them from other communities or rural areas at great expense.

## Proposed Text Amendments to the Zoning Bylaw

1. Modify the definition of 'Natural Resource Extraction':

"NATURAL RESOURCE EXTRACTION" includes the quarrying, ~~mining,~~ processing, removal and off-site sale of sand, gravel, earth, ~~mineralized rock,~~ water, or other similar natural materials **but does not include the extraction of "minerals" as defined in the Quartz Mining Act SY 2003, c. 14.**

2. Modify regulation 6.15.1 as follows:

*6.15.1* Prior to any gravel ~~or mineral~~ extraction, the applicant shall provide all applicable information as set out in section 4.4 of this bylaw, time frames for phases of extraction, a plan of restoration, and a Yukon Environmental and Socio-Economic Assessment Board (YESAB) decision document (if YESAB legislation is triggered). The plan of restoration may include future development plans that are supported by the Official Community Plan and zoning.

## Alternative Text Amendments to the Zoning Bylaw

1. Add the following definitions for “mineral exploration” and “mineral development” to section 2.2 General Definitions:

“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. Modify Section 3.2.2 a) as follows:

3.2.2 A Development Officer: (*Amended by Bylaw 2018-12 passed April 9, 2018*)

- 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. Add a section to section 4.11.1 as follows:

4.11.1 A Development Officer may issue a temporary use permit for a temporary development or use provided that such development or use is not contrary to the *Official Community Plan* and:

- a) it conforms to the regulations of this bylaw
- b) it is seasonal or temporary in nature;
- c) it is an interim land use with a defined life-span of less than one year;
- d) impacts associated with the proposed use will be mitigated;  
**and**
- e) the site will be restored suitable to an intended future use;  
**and**
- 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. Add “mineral development” and “mineral exploration” as a conditional use in the IH – Heavy Industrial and IQ – Quarries zones:

**11.2 IH Heavy Industrial**

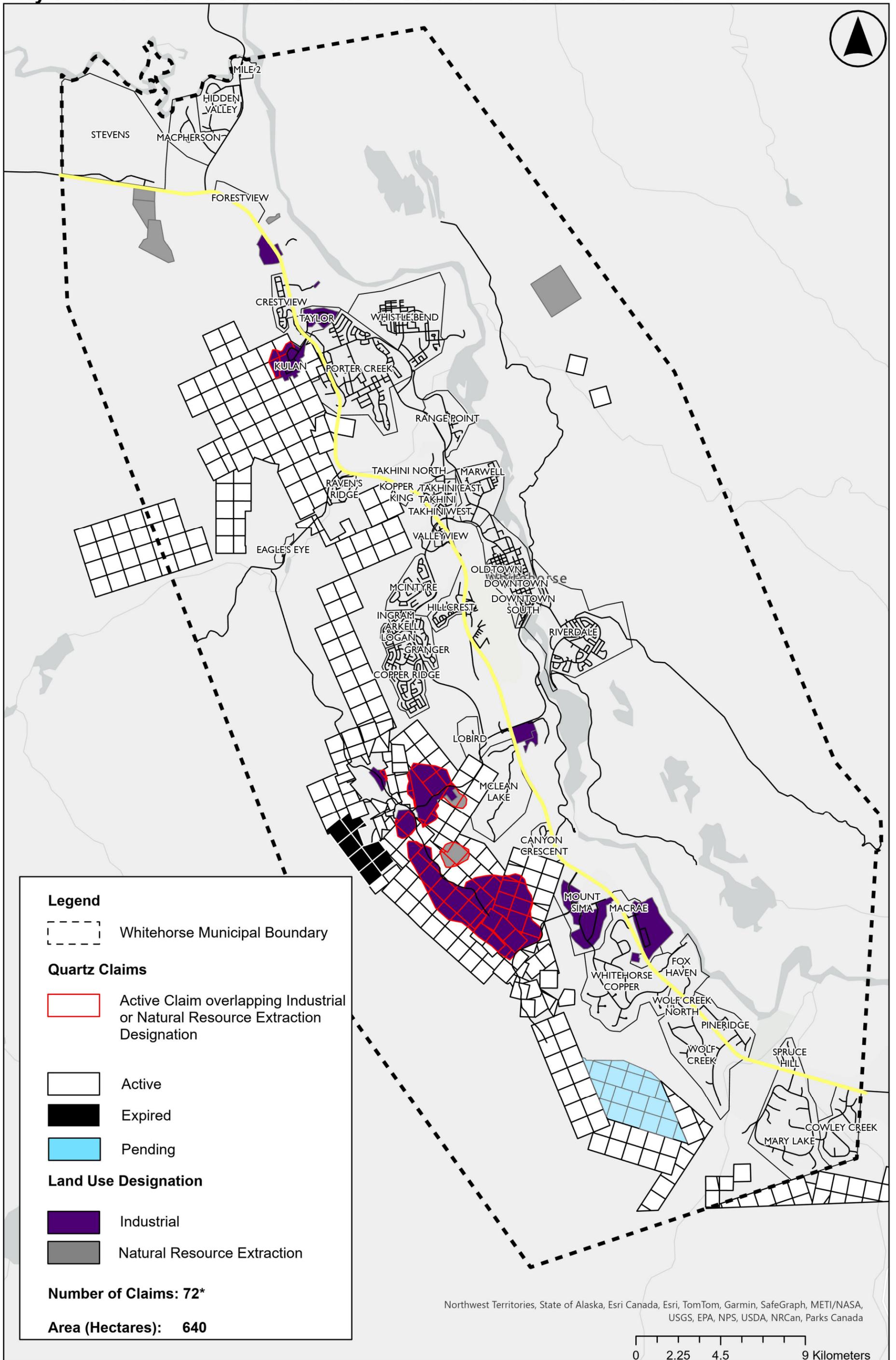
11.2.4 Conditional Uses

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

**11.3 IQ Quarries**

11.3.4 Conditional Uses

- a) asphalt plants
- b) land treatment facilities
- b) mineral development
- c) mineral exploration



Note: For discussion purposes only

\* Active claims with less than 0.001 hectares within Industrial or NRE designations, or those overlapping developed areas (e.g. Kulan Industrial) were removed from total and are not displayed.

**CITY OF WHITEHORSE**  
**BYLAW 2024-14**

A bylaw to amend the Whitehorse 2040 Official Community Plan

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WHEREAS section 289 of the *Municipal Act* provides that a municipality shall by bylaw adopt an official community plan in accordance with Part 7, Division 1 of the Act; and

WHEREAS section 285 of the *Municipal Act* provides for amendment of an official community plan; and

WHEREAS it is deemed desirable that the Whitehorse 2040 Official Community Plan be amended to prohibit 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. OCP Policy 13.3 of the Whitehorse 2040 Official Community Plan is hereby amended by replacing it with the following text:

*“Mineral exploration and mine development within the City of Whitehorse is prohibited. This applies to all classes of exploration activities, as well as the development of a mine, but does not apply to remediation activities being undertaken to address environmental impacts from past mining activities.”*

2. OCP Section 15.12 of the Whitehorse 2040 Official Community Plan is hereby amended by modifying the first sentence of the third paragraph to remove “mineral and “ to read as follows:

*“Notable areas of gravel potential include the Whitehorse Copper Belt, Sleeping Giant Hill, and McLean Lake.”*

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

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**EXECUTIVE COUNCIL MEMBER APPROVAL:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2024-15**

A bylaw to amend Zoning Bylaw 2012-20

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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 prohibit the 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 modifying the definition of “Natural Resource Extraction” to read as follows:

*“NATURAL RESOURCE EXTRACTION” includes the quarrying, processing, removal and off-site sale of sand, gravel, earth, water, or other similar natural materials but does not include the extraction of “minerals” as defined in the Quartz Mining Act SY 2003, c. 14.”*

2. Section 6.15.1 of Zoning Bylaw 2012-20 is hereby amended to read as follows:

*“Prior to any gravel extraction, the applicant shall provide all applicable information as set out in section 4.4 of this bylaw, time frames for phases of extraction, a plan of restoration, and a Yukon Environmental and Socio-Economic Assessment Board (YESAB) decision document (if YESAB legislation is triggered). The plan of restoration may include future development plans that are supported by the Official Community Plan and zoning.”*

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

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

---

Laura Cabott, Mayor

---

Corporate Services

**CITY OF WHITEHORSE**  
**BYLAW 2024-XX**

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:**

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Laura Cabott, Mayor

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Corporate Services