

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, April 7, 2025 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATIONS

Skeeter Wright – Mining in the City

Don Roberts, Yukoners Concerned – Mining in the City

Angela Sabo – Mining in the City

CORPORATE SERVICES COMMITTEE – *Councillors Boyd and Melnychuk*

1. Budget and Fees and Charges Amendment – 2025 CMG and Phased Transit Fare Increase
2. FCM Travel Expense Authorization
3. New Business

CITY PLANNING COMMITTEE – *Councillors Morris and Middler*

1. Lease Agreement – Rifle and Pistol Club
2. Lease Agreement – Mae Bachur Animal Shelter
3. New Business

DEVELOPMENT SERVICES COMMITTEE – *Councillors Gallina and Hamilton*

1. New Business

CITY OPERATIONS COMMITTEE – *Councillors Melnychuk and Morris*

1. New Business

COMMUNITY SERVICES COMMITTEE – *Councillors Hamilton and Gallina*

1. Arctic Winter Games – Free Transit for Accredited Individuals
2. Heritage Fund Grant Application – 2025 Yukon/Stikine Regional Heritage Fair
3. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE – *Councillors Middler and Boyd*

1. Traffic Bylaw Amendment – Fines
2. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Eileen Melnychuk

April 7, 2025

Meeting #2025-07

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1. Budget and Fees and Charges Amendment - 2025 CMG and Phased Transit Fare Increase
Presented by Svetlana Erickson, Manager, Financial Services
 2. FCM Travel Expense Authorization
Presented by Valerie Braga, Director of Corporate Services
 3. New Business

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	April 7, 2025
RE:	Budget and Fees and Charges Amendment – 2025 CMG and Phased Transit Fare Increase

ISSUE

To amend the 2025-2027 Operating Budget to reflect the increase in the 2025 Comprehensive Municipal Grant (CMG) and to update the Fees and Charges Bylaw regarding transit fares.

REFERENCE

- [2025-2027 Operating Budget Bylaw 2025-01](#)
- [Fees and Charges Bylaw 2014-36](#)
- Proposed Bylaw 2025-20 (Attachment 1)
- Proposed Bylaw 2025-21 (Attachment 2)

HISTORY

On February 24, 2025, Council approved the 2025-2027 Operating Budget (Bylaw 2025-01), totaling \$119,275,993 in 2025, and the Fees and Charges Bylaw (Bylaw 2025-03), which included a transit fare increase effective July 1, 2025. During the final stages of budget discussions, Council expressed interest in a phased approach to transit fare increases.

In late February 2025, the Yukon Government announced they had completed the Comprehensive Municipal Grant (CMG) review, which resulted in an increase to the City's annual grant amount. As per the *Municipal Finance and Community Grants Act*, on April 1, 2025, the City received a total of \$12,993,040, representing an increase of \$2,407,077 over the amount initially budgeted in the 2025-2027 Operating Budget.

ALTERNATIVES

1. Bring forward bylaws to amend the 2025-2027 Operating Budget and the Fees and Charges Bylaw as recommended; or
2. Refer the matter back to Administration for further review.

ANALYSIS

The current transit fare increase adopted by Council increases the adult fare of \$2.50 to \$3.50. If this fee was amended to increase the existing fare by \$0.50 to \$3.00 on July 1, 2025 and a further \$0.50 to \$3.50 on July 1, 2026, Administration has calculated that \$132,000 in additional funding is required for both 2025 and 2026.

The unexpected increase in the 2025 CMG can be used to fund this amount, with the balance of \$2,275,077 of the additional CMG funding allocated to the General Reserve.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2025-20, a bylaw to increase the 2025-2027 Operating Budget in the amount of \$2,275,077 in 2025 be brought forward for consideration under the bylaw process; and,

THAT Council direct that Bylaw 2025-21, a bylaw to amend the Fees and Charges Bylaw to reflect the revised transit fare changes, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE

BYLAW 2025-20

A bylaw to amend the 2025 to 2027 Operating Budget Bylaw 2025-01

WHEREAS section 220 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw amend or vary bylaws; and

WHEREAS section 238 of the *Municipal Act* (R.S.Y. 2002) provides that Council shall by bylaw adopt an annual operating budget and a multi-year capital expenditure program; and

WHEREAS section 241 of the *Municipal Act* provides that no expenditure shall be made which increases total expenditures above what was approved in the annual operating budget or the capital budget unless such expenditure is approved by bylaw; and

WHEREAS it is deemed desirable to amend the 2025 to 2027 Operating Budget to reflect the increase in the 2025 Comprehensive Municipal Grant;

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

1. The 2025 to 2027 Operating Budget is hereby amended by increasing the 2025 operating budget in the amount of \$2,275,077 to reflect the increase in the 2025 Comprehensive Municipal Grant and phased transit fare increase. The amount will be transferred to the General Reserve.
2. This bylaw shall come into full force and effect upon final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2025-21

A bylaw to amend Fees and Charges Bylaw 2014-36

WHEREAS section 220 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw amend or vary bylaws; and

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

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect a phased approach to transit fare increases;

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

1. The fees schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedule 11 (Transit) and substituting therefore new Schedule 11, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

Fees & Charges Manual

Bylaw 2014-36 - Appendix "A"

Consolidated to Bylaw 2025-21

The schedules provided herein are excerpts from the actual Bylaw and reflect only those with rate changes.

**City of Whitehorse
Fees and Charges Manual**

**By-law 2014-36 Appendix A
Schedule 11 (Transit)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2025-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2025-03	EFFECTIVE DATE	FEE IF GST APPLICABLE
Transit	Bus Fares	Standard transit fare	Standard transit fare for all single-use passenger travel; applicable to adults, youths, elders, seniors, and passengers with disabilities	each	-	-	- \$	3.00	1-Jul-25	no gst
Transit	Bus Fares	Adult pass: 1 month (age 19-59)	1-month	each	\$ 62.00	1-Jan-08	no gst	\$ 75.00	1-Jul-25	no gst
Transit	Bus Fares	Adult pass: 3 months (age 19-59)	3-months; available through the Token Transit app	each	\$ 186.00	1-Jul-22	no gst	\$ 225.00	1-Jul-25	no gst
Transit	Bus Fares	Adult pass: 6 months (age 19-59)	6-months; available through the Token Transit app	each	\$ 366.00	1-Jul-22	no gst	\$ 444.00	1-Jul-25	no gst
Transit	Bus Fares	Adult pass: 12 months (age 19-59)	12-months; available through the Token Transit app	each	\$ 720.00	1-Jul-22	no gst	\$ 871.00	1-Jul-25	no gst
Transit	Bus Fares	Adult ticket sheets (age 19-59)	Available in sheets of 10 tickets	each strip	\$ 23.00	1-Jan-08	no gst	\$ 28.00	1-Jul-25	no gst
Transit	Bus Fares	Day pass: passengers aged 5 and older	Valid for one day of unlimited travel for a single passenger; applicable to adults, youths, elders, seniors, and passengers with disabilities	each	\$ 5.00	1-Apr-15	no gst	\$ 7.00	1-Jul-25	no gst
Transit	Bus Fares	Paratransit pass: 1 month (eligibility requirement)	1-month; paratransit customers that meet the eligibility requirements	each	\$ 26.00	1-Jan-08	no gst	\$ 33.00	1-Jul-25	no gst
Transit	Bus Fares	Paratransit pass: 3 months (eligibility requirement)	3-months; available through the Token Transit app	each	\$ 78.00	1-Jul-22	no gst	\$ 101.00	1-Jul-25	no gst
Transit	Bus Fares	Paratransit pass: 6 months (eligibility requirement)	6-months; available through the Token Transit app	each	\$ 150.00	1-Jul-22	no gst	\$ 200.00	1-Jul-25	no gst
Transit	Bus Fares	Paratransit pass: 12 months (eligibility requirement)	12-months; available through the Token Transit app	each	\$ 288.00	1-Jul-22	no gst	\$ 392.00	1-Jul-25	no gst
Transit	Bus Fares	Paratransit ticket sheets (eligibility requirement)	Available in sheets of 10 tickets; Paratransit customers must meet the eligibility requirements	each strip	\$ 10.00	1-Jan-08	no gst	\$ 12.00	1-Jul-25	no gst
Transit	Bus Fares	Pre-school: passengers under 5 years of age	Child under 5 years of age, accompanied by an adult (maximum of 2 children per adult). Proof of age may be required	each	free	22-Jun-98	no gst	free	22-Jun-98	no gst
Transit	Bus Fares	Elder and senior pass: 1 month (age 60+)	1-month	each	\$ 26.00	1-Jan-08	no gst	\$ 33.00	1-Jul-25	no gst
Transit	Bus Fares	Elder and senior pass: 3 months (age 60+)	3-months; available through the Token Transit app	each	\$ 78.00	1-Jul-22	no gst	\$ 101.00	1-Jul-25	no gst
Transit	Bus Fares	Elder and senior pass: 6 months (age 60+)	6-months; available through the Token Transit app	each	\$ 150.00	1-Jul-22	no gst	\$ 200.00	1-Jul-25	no gst
Transit	Bus Fares	Elder and senior pass: 12 months (age 60+)	12-months; available through the Token Transit app	each	\$ 288.00	1-Jul-22	no gst	\$ 392.00	1-Jul-25	no gst
Transit	Bus Fares	Elder and senior ticket sheets (age 60+)	Available in sheets of 10 tickets	each strip	\$ 10.00	1-Jan-08	no gst	\$ 12.00	1-Jul-25	no gst
Transit	Bus Fares	Student and youth pass: 1 month (age 5-18)	1-month	each	\$ 40.00	1-Jan-08	no gst	\$ 56.00	1-Jul-25	no gst
Transit	Bus Fares	Student and youth pass: 3 months (age 5-18)	3-months; available through the Token Transit app	each	\$ 120.00	1-Jul-22	no gst	\$ 168.00	1-Jul-25	no gst
Transit	Bus Fares	Student and youth pass: 6 months (age 5-18)	6-months; available through the Token Transit app	each	\$ 234.00	1-Jul-22	no gst	\$ 333.00	1-Jul-25	no gst
Transit	Bus Fares	Student and youth pass: 12 months (age 5-18)	12-months; available through the Token Transit app	each	\$ 456.00	1-Jul-22	no gst	\$ 653.00	1-Jul-25	no gst
Transit	Bus Fares	Student and youth ticket sheets (age 5-18)	Available in sheets of 10 tickets	each strip	\$ 15.00	1-Jan-08	no gst	\$ 21.00	1-Jul-25	no gst
Transit	Bus Fares	Adult superpass: 1 month (age 19-59)	1-month; pricing only available with CGC monthly pass	each	\$ 54.25	1-Jul-18	no gst	\$ 65.00	1-Jul-25	no gst
Transit	Bus Fares	Student and youth superpass: 1 month (age 5-18)	1-month; pricing only available with CGC monthly pass	each	\$ 56.00	1-Jan-25	no gst	\$ 49.00	1-Jul-25	no gst
Transit	Bus Fares	Elder and senior superpass: 1 month (age 60+)	1-month; pricing only available with CGC monthly pass	each	\$ 22.75	1-Jan-15	no gst	\$ 28.00	1-Jul-25	no gst
Transit	Bus Fares	Paratransit superpass: 1 month (eligibility requirement)	1-month; paratransit customers that meet the HP Policy eligibility requirements and pricing only available with CGC monthly pass	each	\$ 22.75	1-Jan-15	no gst	\$ 28.00	1-Jul-25	no gst
Transit	Group Pass	University pass: semester		each	\$ 62.00	1-Jul-22	no gst			Remove fee
Transit	Advertising	Bench back - 4 weeks	21"x69" ad panel	each	\$ 110.00	1-Apr-25	\$ 115.50	\$ 110.00	1-Apr-25	\$ 115.50
Transit	Advertising	Bench back - 52 weeks (@ 44 weeks cost)	21"x69" ad panel	each	\$ 1,210.00	1-Apr-25	\$ 1,270.50	\$ 1,210.00	1-Apr-25	\$ 1,270.50
Transit	Advertising	Exterior king panels, side of bus - 4 weeks	139"x30" ad panel	each	\$ 355.00	1-Apr-25	\$ 372.75	\$ 355.00	1-Apr-25	\$ 372.75
Transit	Advertising	Exterior king panels, side of bus - 52 weeks (@ 44 weeks cost)	139"x30" ad panel	each	\$ 3,905.00	1-Apr-25	\$ 4,100.25	\$ 3,905.00	1-Apr-25	\$ 4,100.25
Transit	Advertising	Exterior tail panels, back of bus - 4 weeks	69.75" x 21" ad panel	each	\$ 355.00	1-Apr-25	\$ 372.75	\$ 355.00	1-Apr-25	\$ 372.75
Transit	Advertising	Exterior tail panels, back of bus - 52 weeks (@ 44 weeks cost)	69.75" x 21" ad panel	each	\$ 3,905.00	1-Apr-25	\$ 4,100.25	\$ 3,905.00	1-Apr-25	\$ 4,100.25
Transit	Advertising	Interior panel - 4 weeks	11"x21" ad panel	each	\$ 45.00	1-Apr-25	\$ 47.25	\$ 45.00	1-Apr-25	\$ 47.25
Transit	Advertising	Interior panel - 52 weeks (@ 44 weeks cost)	11"x21" ad panel	each	\$ 495.00	1-Apr-25	\$ 519.75	\$ 495.00	1-Apr-25	\$ 519.75
Transit	Advertising	Shelters - 4 weeks	47 1/4" x 68 1/2" ad panel	each	\$ 500.00	1-Apr-25	\$ 525.00	\$ 500.00	1-Apr-25	\$ 525.00
Transit	Advertising	Shelters - 52 weeks (@ 44 weeks cost)	47 1/4" x 68 1/2" ad panel	each	\$ 5,500.00	1-Apr-25	\$ 5,775.00	\$ 5,500.00	1-Apr-25	\$ 5,775.00

**City of Whitehorse
Fees and Charges Manual**

**By-law 2014-36 Appendix A
Schedule 11 (Transit)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2025-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2025-03	EFFECTIVE DATE	FEE IF GST APPLICABLE
Transit	Advertising	Vinyl application bus wrap: full bus wrap (1st year) - 52 weeks	Full bus wrap, fewer areas required clear for safety	each	\$ 10,000.00	1-Apr-25	\$ 10,500.00	\$ 10,000.00	1-Apr-25	\$ 10,500.00
Transit	Advertising	Vinyl application bus wrap: full bus wrap (1st year) - 52 weeks, Late cancellation, non-renewal, monthly fee (10%)	Full bus wrap, fewer areas required clear for safety	each	\$ 1,000.00	1-Apr-25	\$ 1,050.00	\$ 1,000.00	1-Apr-25	\$ 1,050.00
Transit	Advertising	Vinyl application bus wrap: full bus wrap (renewal) - 52 weeks late cancellation, non-renewal, monthly fee (10%)	Full bus wrap, fewer areas required clear for safety	each	\$ 7,050.00	1-Apr-25	\$ 7,402.50	\$ 7,050.00	1-Apr-25	\$ 7,402.50
Transit	Advertising	Vinyl application bus wrap: full bus wrap (renewal) - 52 weeks	Full bus wrap, fewer areas required clear for safety	each	\$ 705.00	1-Apr-25	\$ 740.25	\$ 705.00	1-Apr-25	\$ 740.25
Transit	Advertising	Vinyl application bus wrap: one half of the bus - 52 weeks	One side of the bus fewer areas required clear for safety	each	\$ 6,000.00	1-Apr-25	\$ 6,300.00	\$ 6,000.00	1-Apr-25	\$ 6,300.00
Transit	Advertising	Vinyl application bus wrap: one half of the bus, late cancellation, non-renewal, monthly fee (10%)	One side of the bus fewer areas required clear for safety	each	\$ 600.00	1-Apr-25	\$ 630.00	\$ 600.00	1-Apr-25	\$ 630.00
Transit	Advertising	Vinyl application bus wrap: one third of the bus - 52 weeks	Top runner, one panel or lower portion	each	\$ 4,000.00	1-Apr-25	\$ 4,200.00	\$ 4,000.00	1-Apr-25	\$ 4,200.00
Transit	Advertising	Vinyl application bus wrap: one third of the bus, late cancellation, non-renewal, monthly fee (10%)	Top runner, one panel or lower portion	each	\$ 400.00	1-Apr-25	\$ 420.00	\$ 400.00	1-Apr-25	\$ 420.00

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	April 7, 2025
RE:	FCM Travel Expense Authorization

ISSUE

Authorization of travel expenses for the Mayor and Councillors to attend the Federation of Canadian Municipalities Annual Conference and Trade Show.

REFERENCE

- [Council Remuneration Bylaw 2023-21](#)

HISTORY

The Council Remuneration Bylaw requires prior approval by Council for all requests for funding or reimbursement of expenses incurred in conjunction with travel by members of Council outside the City of Whitehorse.

ALTERNATIVES

1. Authorize the requests for travel expenses; or
2. Deny the requests for travel expenses.

ANALYSIS

The Federation of Canadian Municipalities is hosting its Annual Conference and Trade Show in Ottawa, Ontario from May 29 to June 1, 2025. Mayor Cameron, Councillor Gallina, and Councillor Melnychuk have expressed interest in attending.

The travel expenses for the conference are anticipated to be within Council member's 2025 travel budget allocation.

ADMINISTRATIVE RECOMMENDATION

THAT travel expenses be authorized for Mayor Cameron and Councillors Gallina and Melnychuk to attend the Federation of Canadian Municipalities Annual Conference and Trade Show being held in Ottawa, Ontario; and

THAT eligible stipends for Councillors Gallina and Melnychuk be authorized in accordance with Council's remuneration policy for time spent attending the conference and associated events.

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Lenore Morris

Vice-Chair: Anne Middler

April 7, 2025

Meeting #2025-07

-
1. Lease Agreement – Rifle and Pistol Club
Presented by Jacob Newkirk, Subdivision and Lands Coordinator, Land and Building Services
 2. Lease Agreement – Mae Bachur Animal Shelter
Presented by Jacob Newkirk, Subdivision and Lands Coordinator, Land and Building Services
 3. New Business

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: April 7, 2025
RE: Lease Agreement – Rifle and Pistol Club

ISSUE

A bylaw to enter into a lease agreement with The Whitehorse Rifle & Pistol Club (WRPC) for the operation of the existing rifle and pistol range, an approximately 212 hectare area, located approximately 5 kilometres up Grey Mountain Road within Lot 1114, Quad 105 D/10, Whitehorse, Yukon, Plan 98-164 LTO.

REFERENCE

- [Lease, Encroachment and Property Use Policy](#)
- Proposed Bylaw 2025-13 (Attachment 1)

HISTORY

WRPC is a non-profit society that has operated a rifle and pistol range in the City since the early 1950s and has been at its current location on Grey Mountain Road since 1988. The existing lease agreement between WRPC and the City was for a 10-year term and has been in over-holding status since June 30, 2023.

Administration brought a new lease forward for consideration on February 3rd, 2025, but Committee referred the report back to Administration to further review the lease rate calculated for the agreement.

Administration reviewed the lease rate calculation and is now bringing forward a new ten-year lease agreement between WRPC and the City for approval by Council.

ALTERNATIVES

1. Bring forward Bylaw 2025-14 to enter into a lease with WRPC;
2. Bring forward amendments to the Lease, Encroachment, and Land-Use Policy; or
3. Do not bring forward the bylaw.

ANALYSIS

Lease Agreement Terms

Highlights of the lease agreement include:

Lease Term – The proposed lease term is for 10 years commencing retroactively on July 1, 2023 and ending on June 30, 2033. The lease has been drafted to include a renewal clause that would allow the City to renew this lease for a further ten-year term. If the use of the lease area as a rifle and pistol shooting range is discontinued for a period of 12 months, the lease agreement will terminate.

Lease Fee – The WRPC lease is considered a “Group A Societies, Non-Market Lease” under the Lease, Encroachment and Property Use Policy. Following the initial review of WRPC’s community benefit statement and the amount of volunteer hours, WRPC is eligible for the nominal/reduced fee of \$10 annual rental amount for the term of the lease as described in the Lease, Encroachment and Property Use Policy.

Administration brought a new lease forward for consideration on February 3rd, 2025, but Committee referred the report back to Administration to further review the lease rate calculated for the agreement.

Upon further review of the Lease, Encroachment, and Land-Use Policy, administration identified that the lease rate calculation for the WRPC lease is consistent with the existing policy, but that aspects of the policy covering lease rate calculations are subject to multiple interpretations that can give conflicting results. In particular, considerations around how to determine the community value of organizational activities can be somewhat subjective. Updates to the policy would allow for greater clarity around lease rate calculations. These updates will provide more certainty for administration, Council and user groups entering into lease agreements with the City.

Operations & Maintenance – In accordance with standard lease arrangements with non-profit societies, WRPC will be expected to bear all other costs associated with the operation and maintenance of the leased area as well as buildings on-site.

Insurance – As is the case with all new City leases, this lease agreement requires that WRPC obtain a minimum \$5,000,000.00 liability insurance policy pursuant the minimum found in the City's Lease, Encroachment and Property Use Policy.

Lease, Encroachment, and Land-Use Policy Amendments

If Council directs Administration to bring forward amendments to the Lease, Encroachment, and Land-Use Policy, this lease would remain in over-holding status until a lease renewal is brought forward under an updated Policy.

A comprehensive rewrite on the lease section of this policy would require research into best practices from other municipalities along with engagement with the stakeholders on the community value of these leases. It is anticipated that this work could take six months to a year and could begin in Fall 2025.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct Administration to bring forward amendments to the Lease, Encroachment, and Land-Use Policy with respect to lease rates for non-profit societies.

CITY OF WHITEHORSE
BYLAW 2025-13

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with **The Whitehorse Rifle & Pistol Club** for the lease of a parcel of land for a ten-year period commencing retroactively on July 1, 2023 to ending on June 30, 2033;

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

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with The Whitehorse Rifle & Pistol Club with a ten (10) year renewal, within Lot 1114, Quad 105 D/10, Plan 98-164 LTO, in the City of Whitehorse, comprising approximately 212 hectares in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

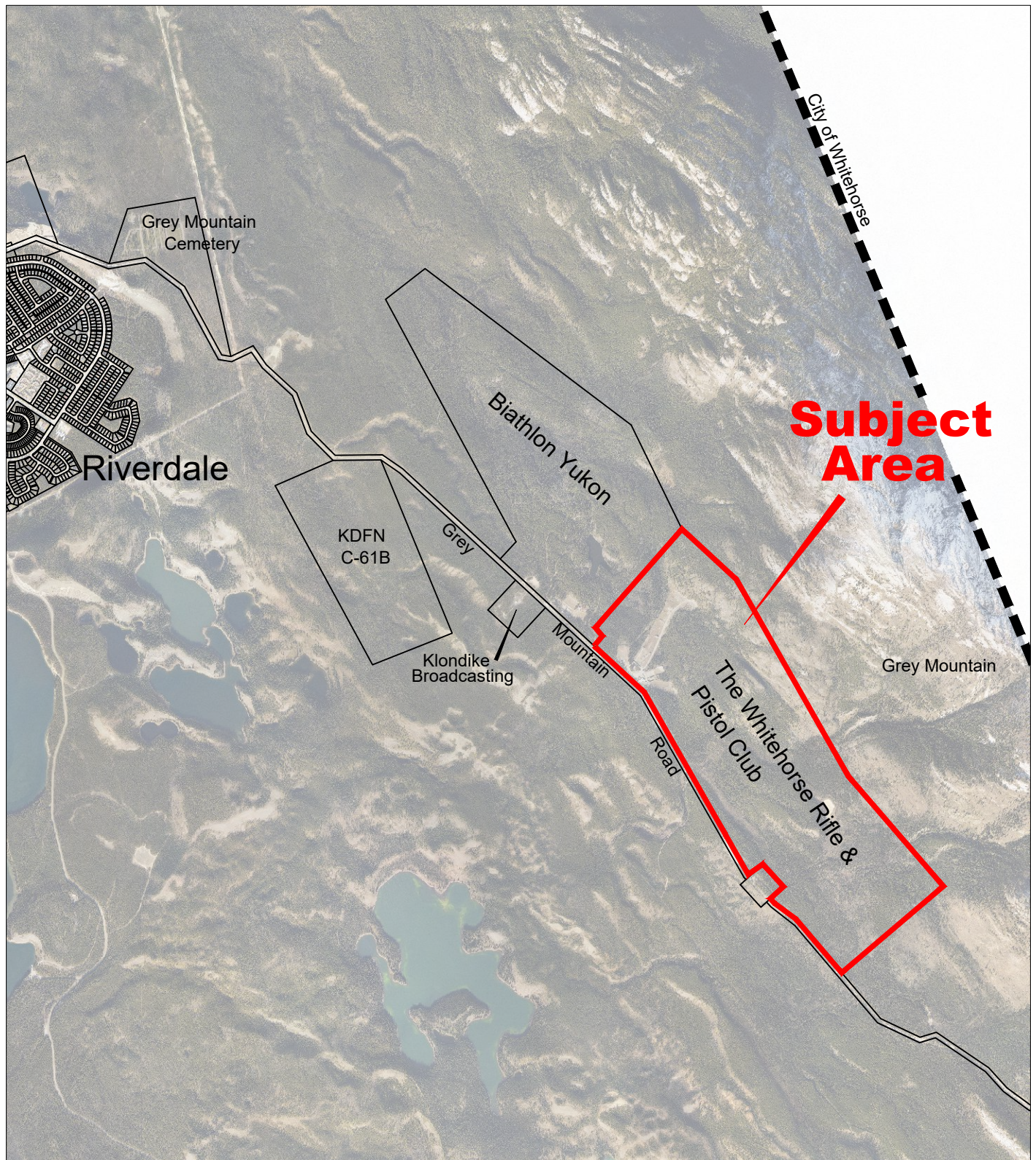
FIRST and SECOND READING:
THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services




CITY OF WHITEHORSE
BYLAW 2025-13
APPENDIX 'A'



Bylaw 2025-13

A bylaw to enter into an agreement with Whitehorse Rifle & Pistol Club for the lease of a 212 hectares parcel of land for a ten-year period commencing retroactively on July 1, 2023 to ending on June 30, 2033

LEGEND

 SUBJECT AREA

THIS LEASE AGREEMENT, made the ____ day of _____, 2025 in triplicate.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act (Yukon)*,

(the "Landlord").

AND:

The Whitehorse Rifle and Pistol Club, a society duly incorporated pursuant to the provisions of the *Societies Act (Yukon)*,

(the "Tenant").

W H E R E A S:

- A. The Landlord is the owner of the Lands as described in Paragraph 1.1 herein; and
- B. The Tenant desires to lease the Lands for the purpose of a shooting range and in accordance with the terms and conditions contained in this Lease.

1. Demise

In consideration of the rents, covenants, conditions and agreements herein the Landlord leases to the Tenant the land more particularly described as follows:

Lot 1114, Quad 105 D/10, Plan 98-164 LTO, City of Whitehorse, Yukon Territory, now shown outlined in red in the sketch attached hereto as Schedule "A" (the "Lands")

1.2 Term

To have and to hold the Lands and all improvements located thereon, including but not limited to permanent structures, buildings or fencing, (the "Premises"), for a period of **ten years**, commencing on the **1st day of July, 2023** to and including the **30th day of June, 2033**.

1.3 Rent

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

1.4 Property Taxes

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

1.5 Carefree Lease

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

1.6 Condition Precedent and Subsequent

The Tenant acknowledges that it is a condition precedent and a condition subsequent to the creation and continued validity of this Lease that the Tenant be a Society incorporated under the *Societies Act* (Yukon). In the event that the Tenant is not, or becomes in any way whatsoever, a legal entity other than a Society, this Lease is automatically void and without legal effect.

1.7 Renewal of Lease

The City Manager of the Landlord or its delegate may, in the last year of the initial term of this Lease, as specifically provided for by Bylaw 2025-13, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant one renewal of the Lease for a further ten (10) year term, which shall not contain this section.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this Lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this Lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands and Premises in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured only excepted (the "Tenant Repair Exceptions") unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands and Premises to examine the condition thereof, and in the event that the Landlord delivers a written notice of repair to the Tenant, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;
- (d) *Care of Lands and Premises* - The Tenant shall keep the Lands and Premises in a safe, tidy and healthy condition at its own expense;
- (e) *Waste diversion* - The Tenant understands that it is required to comply with the Waste Management Bylaw at all times. This includes provision of sufficient recycling and compost bins, waste collection services, and compostable bags to line compost bins on the Lands and Premises. These provisions ensure that recyclable and organic waste are separated and diverted from the landfill as required by the Waste Management Bylaw. All costs associated with waste diversion shall be the responsibility of the Tenant;

- (f) *Business Taxes* - The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands and Premises;
- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or permit the Lands or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(h), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this Lease to another society. In the event that consent to the assignment or subleasing to another society or the subleasing or licensing of a portion of the Lands and Premises to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands and Premises with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (h) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than Indoor Participant Recreation Services and Outdoor Participant Recreation Services and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PR - Parks and Recreation", "PE – Environmental Protection" and "PG – Greenbelt", or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands and Premises and chattels contained on the Lands and Premises and leased herewith shall not be used to provide or supply programs or services on or off of the Lands and Premises, in competition with privately owned and operated business.;
- (i) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (j) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands and Premises, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all

activities carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;

- (k) *By-Laws* - The Tenant shall comply with all federal and territorial enactments, and all municipal by-laws (collectively "Applicable Law") relating in any way to the use or occupation of the Lands and Premises, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands and Premises;
- (l) *Alterations* - The Tenant shall not make any alterations, installations, improvements, or changes of any kind to the Lands and Premises without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (m) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands and Premises any goods, chattels or fixtures moved into the Lands and Premises, except in the normal course of business, ("business" when used in this Lease meaning the carrying out of the society's objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;
- (n) *No Permanent Structures* – The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* – Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. At the Landlord's option, the Tenant shall, at the expiry of the Lease and at its own expense, remove such installations and improvements as the Landlord directs, from the Lands and Premises and the Tenant shall be responsible for returning the Lands and Premises to a condition satisfactory to the Landlord;
- (p) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any builder's lien to be registered against the Lands and Premises and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid

into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;

- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of **shooting range and recreation facility** within the Lands and Premises is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the **shooting range and recreation facility** within the Lands and Premises is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the Landlord shall have the option to immediately terminate the Lease on written notice to the Tenant;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times;
- (s) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands and Premises;
- (t) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (v) *Use of Facility* - The Tenant shall provide access to the Lands and Premises and membership in The Whitehorse Rifle and Pistol Club shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (w) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands and Premises are open to the general public and that the Tenant shall work with the Landlord to prepare a schedule to provide access;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands and Premises to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with a **shooting range** development. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands and Premises as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the

Tenant within the Lands and Premises shall be made in accordance with industry best practices and standards;

- (y) *Utilities* - The Tenant shall pay when due all rates and charges for internet, telephone and other utilities supplied to or used in the Lands and Premises as separately metered or separately invoiced by the supplier, including those utilities supplied by the Landlord; and
- (z) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands and Premises.

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

4. Rights and Remedies of the Landlord

4.1 Re-entry

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

4.2 Right of Termination

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

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of

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

4.4 Status as a Society

In the event the Tenant is dissolved, wound up or struck from the Registry of Societies, this Lease shall automatically terminate. In the event the Tenant fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect. In the event the Lease terminates pursuant to the provisions of this paragraph, the Lands and Premises, including the assets of the Tenant affixed thereto, shall become the sole property of the Landlord.

4.5 Distress

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

4.6 Non-waiver

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.7 Landlord's Right to Perform

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands and Premises to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part

thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.8 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 4% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

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

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

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

5.2 Indemnity by Landlord

The Landlord shall indemnify the Tenant and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Landlord of any of the provisions of this Lease; or
- (b) any negligent or willful act or omission of the Landlord or any of its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible on the Lands and Premises;

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the (minimum amount of **FIVE MILLION (\$5,000,000) DOLLARS** for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

7. Hazardous Substances

7.1 Definitions

"Hazardous Substance" means hazardous substance or contaminant as defined in the *Environment Act*.

7.2 Compliance with Laws

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

7.3 Ownership of Hazardous Substances

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

8. Termination

8.1 Termination

During the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing to the other twelve (12) months or more before the date of termination.

9. General Provisions

9.1 Subordination

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

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

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

9.5 Notices

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

If to the Landlord:

City of Whitehorse

Attention: Manager, Land & Building Services
2121 Second Avenue
Whitehorse, Yukon Territory, Y1A 1C2
Email Address: land@whitehorse.ca
Phone: (867) 668-8346

If to the Tenant:

The Whitehorse Rifle and Pistol Club

Attention: President

Box 30078,

Whitehorse, Yukon Territory, Y1A 5M2

Email Address: secretary@wrpc.ca

Phone: (867) 633-4003

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

9.6 Solicitor and Client Costs

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 Joint and Several Covenants

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

9.8 Binding Agreement

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant except as otherwise specifically allowed by the terms of this Lease.

9.9 Interpretation of Words

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

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

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

9.12 Acceptance by Tenant

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

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

c/s

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

) THE CORPORATE SEAL OF
) **The Whitehorse Rifle and Pistol Club**
) was hereunto affixed
) in the presence of:
)
)
) _____
) Nora Trombley, President
)
)
) _____
) Martin Slama, Vice-president

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

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

- 1) We are the **President and Vice President** of **The Whitehorse Rifle and Pistol Club** (the "Society").
- 2) We subscribed our names on behalf of the Society to the attached instrument.
- 3) We are authorized by the Society to subscribe our name to the attached instrument.
- 4) The Society exists as of the date hereof.

Severally Sworn before me at the)
 City of Whitehorse, in the)
 Yukon Territory, this _____ day)
 of _____, 2025.)

 A Notary Public in and for
 the Yukon Territory

Nora Trombley, President.

 Print Name of Notary Public

Dave Buchanan, Vice-president,

Notary Public in and for Yukon;
 or Notary Public or Commissioner for Oaths
 in and for Yukon;

My commission expires: _____)

SCHEDULE "A"

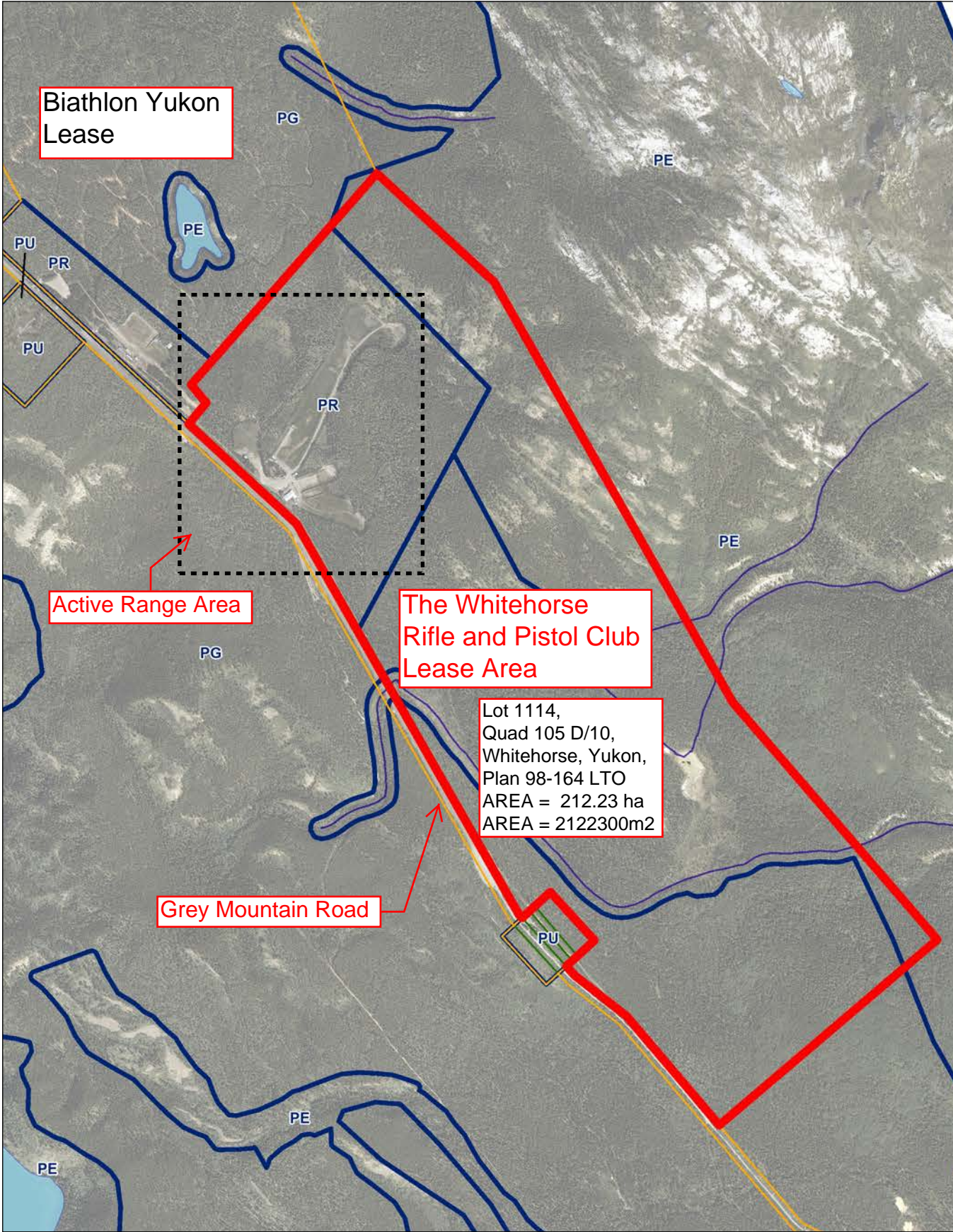
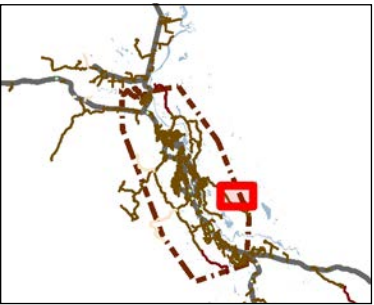
The Whitehorse Rifle and Pistol Club



The Whitehorse Rifle and Pistol Club - Lease Area

Schedule "A"

Generated
12/12/2024



- Legend
- Neighbourhoods
- Parcels (Land Records)
- Condo Units
 - Unsurveyed
 - Easement
 - Land Parcel
 - Mineral Claim
 - Yukon First Nation Settlement Land
 - Internal Settlement Lands
- Airport Runways
- Zoning_Moderate_Geohazard
- Zoning Large scale
- Lakes
- Rivers
- Streams
- StreamsIndefinite

1: 14,947



759.3 0 379.65 759.3 Meters

NAD_1983_UTM_Zone_8N

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Lot 1114, Quad 105 D/10, Whitehorse, Yukon, Plan 98-164 LTO.

345 Grey Mountain Road

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: April 7, 2025
RE: Lease Agreement – Mae Bachur Animal Shelter

ISSUE

A bylaw to enter into a lease agreement with Humane Society Yukon for areas adjacent to the Mae Bachur Animal Shelter comprised of Lot 152, Plan 100043840 LTO, City of Whitehorse, Yukon Territory and Lot 80 and 81, Plan 25657 LTO, City of Whitehorse, Yukon Territory (Marwell area).

REFERENCE

- [Lease, Encroachment and Property Use Policy](#)
- Proposed Bylaw 2025-14 (Attachment 1)

HISTORY

Humane Society Yukon (HSY) is a non-profit society that has been operating the Mae Bachur Animal Shelter (MBAS) at 126 Tlingit Street since 1998. The existing 1,340 square metre (0.134 ha) site (Lot 76) includes the main shelter building and is occupied by HSY pursuant to a 1996 lease agreement with the Yukon Government that expires on August 31, 2026.

The HSY has been utilizing a portion of City land adjacent to the shelter for an outdoor kennel and dog run area (Lots 152, 80 and 81) with the authority of a lease agreement dated November 1, 2013 to October 31, 2023. The HSY lease of the City land is currently in over holding.

Administration brought a new lease forward for consideration on February 3rd, 2025, but Committee referred the report back to Administration to further review the lease rate calculated for the agreement.

Administration reviewed the lease rate calculation and is now bringing forward a new five-year lease agreement between HSY and the City for approval by Council.

ALTERNATIVES

1. Bring forward Bylaw 2025-14 to enter into a lease with Humane Society Yukon;
2. Bring forward amendments to the Lease, Encroachment, and Land-Use Policy; or
3. Do not bring forward the bylaw.

ANALYSIS

Lease Agreement Terms

Highlights of the lease agreement include:

Lease Term – The lease term has been established as a five year lease beginning the 1st day of November, 2023 to and including the 31st day of October 2028. The term has been decreased to five years to allow for more flexibility, should Administration determine another use of the space is more appropriate.

Lease Fee – As per the Lease, Encroachment and Property Use Policy, HSY is a Class A registered non-profit society and is eligible for Non-Market Leases under the Lease, Encroachment and Property Use Policy. Following the review of the HSY Community Benefits

Statement, it was determined that the HSY serves a charitable purpose. As a result, the recommended lease fee has been established at \$10.00 for each year.

Administration brought a new lease forward for consideration on February 3rd, 2025, but Committee referred the report back to Administration to further review the lease rate calculated for the agreement.

Upon further review of the Lease, Encroachment, and Land-Use Policy, administration identified that the lease rate calculation for the WRPC lease is consistent with the existing policy, but that aspects of the policy covering lease rate calculations are subject to multiple interpretations that can give conflicting results. In particular, considerations around how to determine the community value of organizational activities can be somewhat subjective. Updates to the policy would allow for greater clarity around lease rate calculations. These updates will provide more certainty for administration, Council and user groups entering into lease agreements with the City.

Operations & Maintenance – In accordance with standard lease arrangements with non-profit societies, HSY will be expected to bear all other costs associated with the operation and maintenance of the leased area.

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

Lease, Encroachment, and Land-Use Policy Amendments

If Council directs Administration to revise the Lease, Encroachment, and Land-Use Policy, this lease would remain in over-holding status until a lease renewal is brought forward under an updated Policy.

A comprehensive rewrite on the lease section of this policy would require research into best practices from other municipalities along with engagement with the stakeholders on the community value of these leases. It is anticipated that this work could take six months to a year and could begin in Fall 2025.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct Administration to bring forward amendments to the Lease, Encroachment, and Land-Use Policy with respect to lease rates for non-profit societies.

CITY OF WHITEHORSE
BYLAW 2025-14

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with **Humane Society Yukon** for the lease of a parcel of land for a five year period from November 1, 2023 to and including October 31, 2028;

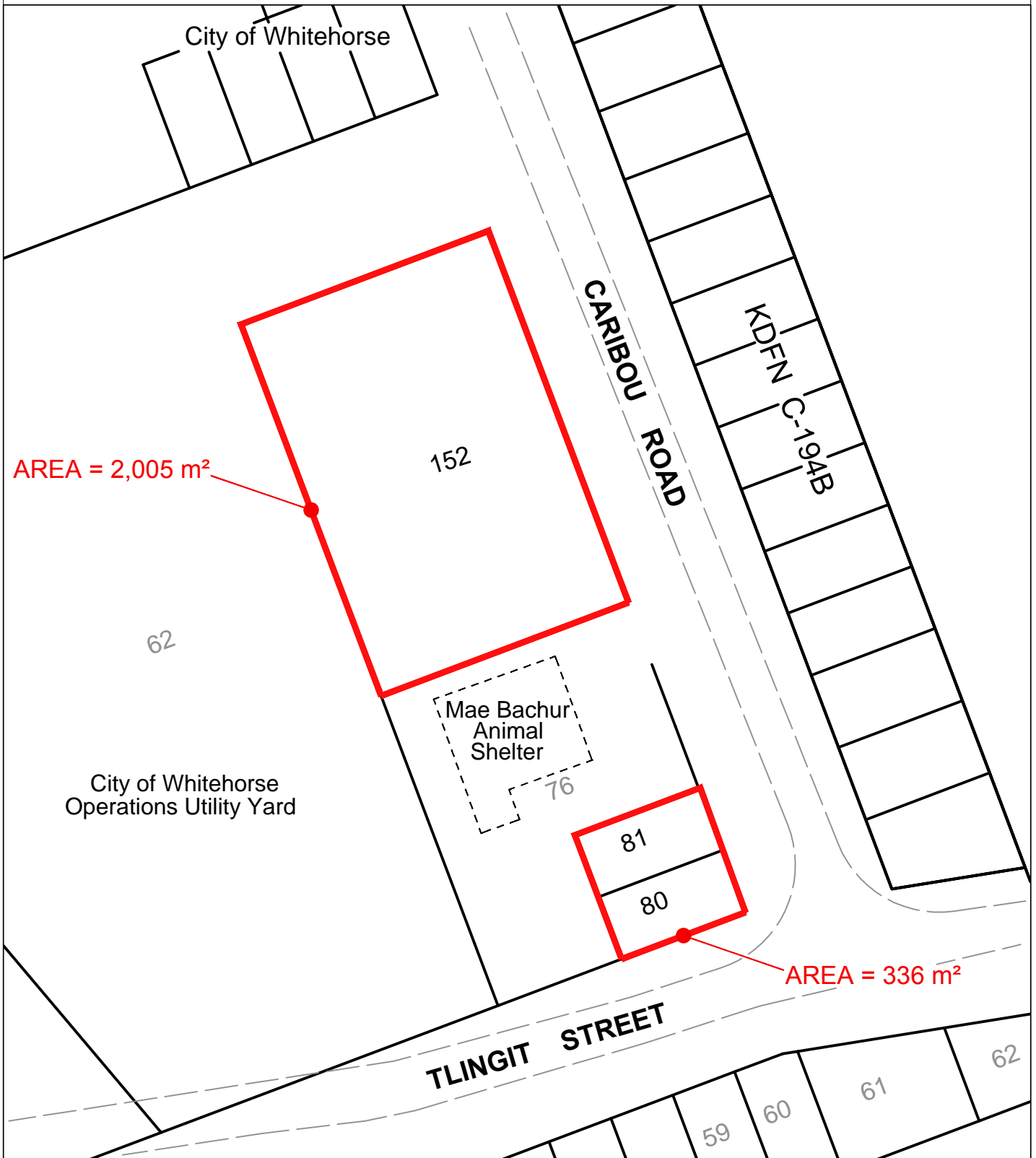
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a five (5) year lease agreement with Humane Society Yukon with respect to Lot 152, Plan 100043840 and Lots 80, 81 inclusive, Plan 25657, in the City of Whitehorse, comprising approximately 2,341 square metres 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:

Kirk Cameron, Mayor


Corporate Services



Bylaw 2025-14

A bylaw to enter into an agreement with **Humane Society Yukon** for the lease of a 2,341 square metre parcel of land for a five year period from November 1, 2023 to and including October 31, 2028

LEGEND

 SUBJECT AREA

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

BETWEEN:

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

AND:

Humane Society Yukon, a society duly incorporated pursuant to the provisions of the *Societies Act* (Yukon),

W H E R E A S:

- A. The Landlord is the owner of Lot 152, Plan 100043840 LTO, Whitehorse Industrial Subdivision, City of Whitehorse, Yukon Territory (“Lot 152”), Lot 81, Plan 25657 LTO, Whitehorse industrial Subdivision, City of Whitehorse, Yukon Territory (“Lot 81”), Lot 80, Plan 25657 LTO, Whitehorse Industrial Subdivision, City of Whitehorse, Yukon Territory (“Lot 80”); and
- B. The Tenant desires to lease Lot 152, 80, and 81 for the purpose of operating an animal shelter, in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered or entitled to be registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant that portion of Lot 152, 80, and 81 more particularly described as follows:

That Lot 152, Plan 100043840 LTO, Whitehorse Industrial Subdivision, City of Whitehorse, Yukon Territory, Lot 81, Plan 25657 LTO, Whitehorse industrial Subdivision, City of Whitehorse, Yukon Territory, Lot 80, Plan 25657 LTO, Whitehorse Industrial Subdivision, City of Whitehorse, Yukon Territory, comprising approximately 2,335 square metres and shown outlined in bold red line on the sketch attached hereto as Schedule “A”.

(hereinafter referred to as the “Lands”)

1.2 Term

To have and to hold the Lands and all improvements located thereon, including but not limited to fencing and sheds/buildings (the “Premises”) for and during the term of this Lease for a period of five (5) years, commencing on the 1st day of November, 2023 to and including the 31st day of October 2028.

1.3 Rent

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

1.4 Property Taxes

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

1.5 Carefree Lease

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

1.6 Renewal of Lease

The Landlord may, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant a renewal of the Lease for a further five (5) year term.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

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

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

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

- (n) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* – Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord;
- (p) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the animal shelter within the Lands is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the animal shelter within the Lands is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands at all reasonable times;
- (s) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands for or in connection with the supply of any service or utility to any part of the Lands;
- (t) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (v) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than an animal shelter or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands and Premises and chattels contained on the Lands and Premises and leased herewith shall not be used to provide or supply programs or services on or off of the Lands and Premises, in other locations, in

competition with privately owned and operated business;

- (w) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with an animal shelter's maintenance and management. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the Tenant within the Lands shall be made in accordance with industry best practices and standards;
- (x) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord;
- (y) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands; and

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord; and

4. Rights and Remedies of the Landlord

4.1 Re-entry

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

4.2 Right of Termination

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

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall

immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Status as a Society

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

4.5 Dissolution of Society

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

4.6 Distress

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

4.7 Non-waiver

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.8 Landlord's Right to Perform

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

4.9 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 3% per annum on all payments of rent and other sums required to be paid under this Lease

from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

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

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

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

5.2 Indemnity by Landlord

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

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

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the minimum amount of FIVE MILLION (\$5,000,000) DOLLARS for the protection against any claims in any way relating to the Lands. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

7. Hazardous Substances

7.1 Definitions

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

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

enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands.

7.2 Compliance with Laws

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

7.3 Discharge

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

7.4 Ownership of Hazardous Substances

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

7.5 Access to Information

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

8. Termination

8.1 Termination

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate this Lease by giving notice in writing at least three (3) months before such determination; and on the day following the date specified in the notice, this Lease is terminated.

9. General Provisions

9.1 Subordination

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

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

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

9.5 Notices

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

If to the Landlord:

The City of Whitehorse
 2121 Second Avenue
 Whitehorse, Yukon Territory, Y1A 1C2
Attention: Manager, Land & Building Services
 Fax No. (867) 668-8395
 Email: land@whitehorse.ca

If to the Tenant:

Humane Society Yukon

126 Tlingit Street,
Whitehorse, YT Y1A 6J2

Phone No. (867) 633-6019

Email:Executive.Director@humanesocietyyukon.ca

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

9.6 Solicitor and Client Costs

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 Joint and Several Covenants

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

9.8 Binding Agreement

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

9.9 Interpretation of Words

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

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

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

9.12 Acceptance by Tenant

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

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

c/s)	THE CORPORATE SEAL OF
)	The City of Whitehorse
)	was hereunto affixed in the presence of:
)	
)	_____
)	Kirk Cameron, Mayor
)	
)	_____
)	Corporate Services
)	
)	_____	
)	Name & Position	
)	Humane Society Yukon
)	By its authorized signatories:
)	
)	_____
)	Hoby Irwin, President
)	
)	
)	_____
)	Linda Priestley, Vice President
)	

SCHEDULE “A”

Humane Society Yukon



SCALE:
1: 1,128

DATE:
02/03/2025

FILE:
Mae Bachur Animal Shelter
Bylaw 2025-14

DWN BY:
JN

REV NO:
1

CITY OF WHITEHORSE - LAND AND BUILDING

Lease Agreement - Schedule A

LOCATION SKETCH - IMAGE UNDERLAY
Humane Society Yukon Lease Area Civic Address: #126 Tlingit Street



CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Paolo Gallina

Vice-Chair: Jenny Hamilton

April 7, 2025

Meeting #2025-07

1. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Eileen Melnychuk

Vice-Chair: Lenore Morris

April 7, 2025

Meeting #2025-07

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jenny Hamilton

Vice-Chair: Paolo Gallina

April 7, 2025

Meeting #2025-07

-
1. Arctic Winter Games – Free Transit for Accredited Individuals
Presented by Jason Bradshaw, Manager, Transit Services
 2. Heritage Fund Grant Application – 2025 Yukon/Stikine Regional Heritage Fair
Presented by Mathieu Marois, Senior Planner, Planning Services
 3. New Business

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	April 7, 2025
RE:	Arctic Winter Games – Free Transit for Accredited Individuals

ISSUE

Request for access to Transit for accredited Arctic Winter Games (AWG/Games) participants, as part of the City's in-kind contribution.

REFERENCE

- [2025-2027 Operating Budget Bylaw 2025-01](#)

HISTORY

The City of Whitehorse is proud to host the Arctic Winter Games from March 8 to 15, 2026, marking another milestone in the city's rich history of welcoming this prestigious international event. Whitehorse has previously hosted the AWG multiple times, most recently in 2012, and has long been a key supporter of northern sport and culture.

The Games unite athletes, coaches, and cultural performers from across the circumpolar north, providing a unique platform to showcase athletic skill, teamwork, and cultural pride. As one of the premier multi-sport events in the Arctic, the Games highlight both traditional and contemporary sports while fostering connections between northern communities.

The City of Whitehorse plays an essential role in ensuring the success of the Games by providing financial support, in-kind contributions, and logistical expertise. This includes funding, venue preparation, and critical city services such as access to public transit. During the 2012 AWG's, as well as the 2007 Canada Winter Games, accredited participants—including athletes, coaches, officials, and volunteers—were granted access to City Transit services without paying a cash fare as a means of reducing congestion, while also increasing access to the various venues throughout the city.

ALTERNATIVES

1. Approve funding of transit access for AWG accredited participants; or
2. Do not approve funding.

ANALYSIS

From March 8–15, 2026, Whitehorse will host approximately 4,000 accredited participants for the AWG, including athletes, coaches, officials, performers, and volunteers. These participants will travel to Whitehorse from Alaska, Alberta, Greenland, the Northwest Territories, Nunavik-Quebec, Nunavut, Sapmi, and various communities across the Yukon.

Based on experience from the 2007 Canada Winter Games and the 2012 Games, approximately half of accredited participants take advantage of free transit, with many using it multiple times. The estimated value of this contribution is approximately \$35,000. However, it is difficult to predict how many participants would use transit if fares were required or which fare types they would choose (e.g., cash fares or discounted ticket strips).

Encouraging transit ridership among AWG participants would complement the contracted buses arranged by the Host Society while also boosting local business activity, increasing service patronage, and supporting the City's transportation demand management objectives.

There is no anticipated increase to the level of transit service during the Games. However, providing free transit for accredited Games volunteers—many of whom are Whitehorse residents—would help alleviate parking congestion at AWG venues, improve access and traffic flow, familiarize residents with the benefits of public transit, and potentially increase long-term ridership.

While allowing accredited AWG participants to ride Whitehorse Transit for free would result in lost revenue for the City, this has already been factored into the City's in-kind contribution and would not create additional net costs.

ADMINISTRATIVE RECOMMENDATION

THAT the 2026 provisional operating budget reflect an amount not to exceed \$35,000, as part of the City's in-kind contribution to the Games.

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: April 7, 2025
RE: Heritage Fund Grant Application – 2025 Yukon/Stikine Regional Heritage Fair

ISSUE

Application to the City's Heritage Fund to support the 2025 Yukon/Stikine Regional Heritage Fair.

REFERENCES

- [Heritage Fund Bylaw 2002-28](#)

HISTORY

The Yukon Historical and Museums Association (YHMA) is requesting a grant in the amount of \$3,000 from the City's Heritage Reserve Fund ("Heritage Fund") to help finance the 2025 Yukon/Stikine Regional Heritage Fair. The City has awarded grants for the annual fair in past years (2006, 2007, and 2011 to 2019) in sums ranging from \$1,000 to \$3,000.

Heritage Fairs did not occur in 2020 and 2021 due to COVID and the Heritage Fairs in 2022 and 2023 were held online. The 2023 Heritage Fair was held in-person, but YHMA did not apply for funding.

ALTERNATIVES

1. Approve the funding request; or
2. Deny the funding request.

ANALYSIS

2025 Yukon/Stikine Regional Heritage Fair

The 2025 YHMA Yukon/Stikine Regional Heritage Fair is scheduled to occur on Thursday, May 1st (9 am to 2:30 pm) at the Kwanlin Dün Cultural Centre (KDCC). As part of the national Heritage Fairs network fostered by Canada's History Society, the fair brings together over 100 students in grades 4-9, teachers, parents, and members of the public from around the territory. Participants have the opportunity to take part in heritage-related activities, present projects to judges and the public, and receive prizes for excellence and participation.

Request for Funding

YHMA relies on donations and volunteer participation by local businesses and organizations to help ensure the success of the annual fair. The total event budget for 2025 is \$19,550. YHMA has secured \$10,000 from the Government of Yukon Department of Education and is in the process of securing \$1,300 from Canada's

History, along with \$5,000 in other sponsorships and donations. The association will cover \$250 of the event costs.

YHMA is requesting that \$3,000 (15% of the total budget) be provided from the City's Heritage Fund to help offset event, coordination, and award costs. The City's contribution will be recognized by featuring the City's logo on the event poster and venue signage, in newspaper ads, and on the Heritage Fair website. Acknowledgement will also appear in press releases and in YHMA's e-bulletin, newsletter, website, and annual report.

Heritage Fund

The Heritage Fund was created to "assist with any of the following purposes within the City of Whitehorse: (1) Restoration of heritage properties; (2) Enhancement of heritage properties; (3) Renovation of heritage properties to meet code requirements; (4) Increasing public awareness of heritage issues; and (5) Other purposes as specified by Council."

The goals of the 2025 Yukon/Stikine Regional Heritage Fair are consistent with the awareness component of the Heritage Fund objectives. The annual fair is an opportunity for Yukon residents to learn and share ideas about the past and helps to increase understanding of heritage topics within the Yukon community.

The current balance of the Heritage Fund is approximately \$60,300. The fund is sustained through annual budget transfers allocated by City Council. Past awards (not including fairs) have been made for restoration incentives in the amounts of \$20,000 for the Telegraph Office at the MacBride Museum (2014), \$1,399 for the Hulland House (2013), and \$14,445 for the Old Log Church (2013). There have not been any requests received for grants since 2014.

ADMINISTRATIVE RECOMMENDATION

THAT Council allocate \$3,000 from the Heritage Fund to the Yukon Historical and Museums Association to support the 2025 Yukon/Stikine Regional Heritage Fair.

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



Chair: Anne Middler

Vice-Chair: Dan Boyd

April 7, 2025

Meeting #2025-07

-
1. Traffic Bylaw Amendment – Fines
Presented by Elizabeth Beecroft, Manager, Bylaw Services
 2. New Business

ADMINISTRATIVE REPORT

TO:	Public Health and Safety Committee
FROM:	Administration
DATE:	April 7, 2025
RE:	Traffic Bylaw Amendment – Fines

ISSUE

Amend Section 45 and update Schedule “A” of the Traffic Bylaw 2013-34.

REFERENCE

- [Traffic Bylaw 2013-34](#)
- Proposed Bylaw 2025-18 (Attachment 1)

HISTORY

Since 2007, the set fines outlined in Schedule “A” of the Traffic Bylaw 2013-34 and metered space hours have remained unchanged with most fines falling below other municipalities.

There is a need to review the Traffic Bylaw 2013-34 Schedule “A” Set Fines to ensure consistent and fair alignment with other City of Whitehorse Bylaws and comparable to other municipal jurisdictions for the appropriate application of fine amounts and metered time period.

Due to recent increase to parking meter fees in the Fees and Charges Bylaw, the current fine amounts set for expired meters no longer aligned, as the voluntary payment rate would be less than the parking meter fee for the day.

In reviewing the Traffic Bylaw 2013-34, various other fine amount required adjustment to either: align with the increase in expired meter fines; or to ensure consistent fine amounts for the same type of offence type within the Traffic Bylaw and other City of Whitehorse bylaws.

ALTERNATIVES

1. Bring the proposed amendments to the Traffic Bylaw forward under the bylaw process;
or
2. Refer the matter back to Administration for further consideration.

ANALYSIS

The Traffic Bylaw regulates parking and traffic management within the specified set fines for violations. Fines currently start as low as \$25.00, with parking meter violations allowing for \$15.00 discounted fine amounts when paid early.

A jurisdictional scan of thirteen Canadian municipalities revealed that while some enforcement fines align with those of other municipalities, many need to be increased to ensure fair and consistent distribution, and to appropriately reflect the severity of violations.

Infraction Categories	Comparable Municipalities	Comparable Municipalities
	Minimum Fine	Maximum Fine
Parking Meter Infraction	\$25.00	\$75.00
Traffic Infractions	\$50.00	\$300.00

The analysis highlights the need to update the fine schedule to better align with parking meter fee increases and regional standards. Proposed changes aim to bring fines in line with these standards, ensuring fairness and enhancing compliance while supporting the City's operational needs.

The expired parking ticket amount of \$25.00 is considerably low compared to other jurisdictions, most ranging from \$35.00 to \$75.00. A proposed fine increase to \$50.00 would align with other comparable jurisdictions, improving compliance and parking management. Recommended to allow the early payment option to remain at this time for expired meter tickets only, making early payment amount \$35.00.

An additional jurisdictional scan of metered time hours in downtown areas in 11 jurisdictions revealed that 9 of 11 jurisdictions had at least a 10 hrs a day requirement for paid metered parking times with the majority stating 8 a.m. to 6 p.m., which better reflects business hours. It is therefore proposed to increase metered time hours from 9 a.m. to 5:30 p.m. to 8 a.m. to 6 p.m. along with the increased fines

All other parking and traffic infractions were reviewed and increased to align with comparable offences in the Traffic Bylaw, Zoning Bylaw and Maintenance Bylaw. These adjustments ensure consistency, reflect the severity of the offence, and support effective deterrence. These increases also align with modern enforcement standards and reinforce the City's commitment to public safety.

The following section and fines have been amended to reflect the proposed changes.

Section 45 is hereby amended to read as follows:

“45. A Person shall not, unless it is a General Holiday, Park a Vehicle in a Metered Space between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Saturday for a period of time longer than:”

Schedule “A” would be amended as follows:

Set Fines

<u>Authority</u>	<u>Ticket Description of Offence</u>	<u>Existing Fine</u>	<u>Proposed Fine</u>
Section 9	Interfering with Traffic Control Device	75.00	\$250.00
Section 18	Back up Vehicle into intersection	50.00	125.00
Section 19	Drive on sidewalk or Boulevard	50.00	100.00
Section 20	Stop or Park on sidewalk	50.00	125.00
Section 27	Disobey directions of Person, barricade or sign	75.00	250.00

Section 29	Park Contrary to Traffic Control Device	75.00	125.00
Section 30	Park Vehicle on vacant municipal lands without consent	75.00	250.00
Section 31	Interfere with road maintenance or snow removal	75.00	250.00
Section 32	Park at Pedestrian Corner Bay	75.00	125.00
Section 33(4)	Park on Boulevard	50.00	125.00
Section 36	Overnight accommodation on Highway	50.00	100.00
Section 44	Park more than one metre from Parking Meter	25.00	50.00
Section 45(1)	Park at expired meter	25.00	50.00
Section 45(2)	Overtime Park at Parking Meter	25.00	50.00
Section 52	Exceed Permitted Parking Period	25.00	50.00
Section 54	Return to Block Face contrary to parking time restriction	25.00	50.00
Section 58	Stop in Lane without loading/unloading	50.00	125.00
Section 59	Stop in Lane more than five minutes	50.00	125.00
Section 68	Overweight/oversize Vehicle in Central Business District	50.00	250.00
Section 69(1)	Overweight/oversize Vehicle - Residential Zone	50.00	250.00
Section 69(2)	Inoperable Vehicle – Residential Zone	50.00	125.00
Section 69(3)	Detached trailer – Residential Zone	50.00	125.00
Section 69(4)	Motorised equipment – Residential Zone	50.00	125.00
Section 69(5)	Tractor and/or trailer – Residential Zone	50.00	125.00
Section 77	Obstruct sidewalk, Roadway or Highway	75.00	125.00
Section 81	Stop or Park on Roadway	75.00	125.00
Section 83	Dispose litter from a Vehicle	125.00	250.00
Section 85	Store Vehicle on Highway	50.00	250.00
Section 104	Fail to display Accessible Parking Permit	50.00	75.00
Section 107	Fail to display Commercial Parking Permit	50.00	75.00
Section 110	Fail to display/misuse Residential Parking Permit	50.00	75.00
Section 125	Disturb, wipe off, remove, or conceal chalk mark	50.00	75.00
Section 132	Fail to display Permit in plain view	50.00	75.00
Section 135	Misuse Permit	50.00	250.00

Implementation of the proposed changes to the Traffic Bylaw and Schedule “A” for Fines would come into full force on July 1, 2025 to align with the updated Parking Meter fees and would be accompanied by an educational campaign.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2025-18, a bylaw to amend the Traffic Bylaw, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE

BYLAW 2025-18

A bylaw to amend Traffic Bylaw 2013-34.

WHEREAS section 220 of the *Municipal Act* provides that the power to adopt a bylaw or pass a resolution includes the power to amend or repeal the bylaw or resolution unless the Act or any other Act expressly provides otherwise; and

WHEREAS it is deemed desirable that the Traffic Bylaw is amended to have an updated fine schedule;

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

1. Section 45 is hereby amended to read as follows:

“45. A Person shall not, unless it is a General Holiday, Park a Vehicle in a Metered Space between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Saturday for a period of time longer than:”

2. The following set fines in Schedule “A” are hereby amended to read as follows:

<u>Authority</u>	<u>Ticket Description of Offence</u>	<u>Penalty</u>
Section 9	Interfering with Traffic Control Device	\$250.00
Section 18	Back up Vehicle into intersection	125.00
Section 19	Drive on sidewalk or Boulevard	100.00
Section 20	Stop or Park on sidewalk	125.00
Section 27	Disobey directions of Person, barricade or sign	250.00
Section 29	Park Contrary to Traffic Control Device	125.00
Section 30	Park Vehicle on vacant municipal lands without consent	250.00
Section 31	Interfere with road maintenance or snow removal	250.00
Section 32	Park at Pedestrian Corner Bay	125.00
Section 33(4)	Park on Boulevard	125.00
Section 36	Overnight accommodation on Highway	100.00
Section 44	Park more than one metre from Parking Meter	50.00
Section 45(1)	Park at expired meter	50.00
Section 45(2)	Overtime Park at Parking Meter	50.00
Section 52	Exceed Permitted Parking Period	50.00
Section 54	Return to Block Face contrary to parking time restriction	50.00
Section 58	Stop in Lane without loading/unloading	125.00
Section 59	Stop in Lane more than five minutes	125.00

Traffic Bylaw Amendment Bylaw 2025-18

<u>Authority</u>	<u>Ticket Description of Offence</u>	<u>Penalty</u>
Section 68	Overweight/oversize Vehicle in Central Business District	250.00
Section 69(1)	Overweight/oversize Vehicle - Residential Zone	250.00
Section 69(2)	Inoperable Vehicle – Residential Zone	125.00
Section 69(3)	Detached trailer – Residential Zone	125.00
Section 69(4)	Motorised equipment – Residential Zone	125.00
Section 69(5)	Tractor and/or trailer – Residential Zone	125.00
Section 77	Obstruct sidewalk, Roadway or Highway	125.00
Section 81	Stop or Park on Roadway	125.00
Section 83	Dispose litter from a Vehicle	250.00
Section 85	Store Vehicle on Highway	250.00
Section 104	Fail to display Accessible Parking Permit	75.00
Section 107	Fail to display Commercial Parking Permit	75.00
Section 110	Fail to display/misuse Residential Parking Permit	75.00
Section 125	Disturb, wipe off, remove, or conceal chalk mark	75.00
Section 132	Fail to display Permit in plain view	75.00
Section 135	Misuse Permit	250.00

This bylaw shall come into full force on July 1, 2025.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services