

CITY OF WHITEHORSE
REGULAR Council Meeting #2020-23

DATE: November 9, 2020
TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Dan Boyd
Reserve Deputy Mayor Jocelyn Curteanu

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Regular Council Meeting #2020-22 dated October 26, 2020

DELEGATE SUBMISSIONS

PUBLIC HEARING

STANDING COMMITTEE REPORTS

City Budget Committee – *Mayor Curtis*
2021 to 2024 Capital Budget Address

Corporate Services Committee – *Councillors Roddick and Curteanu*
Council Grant – Yukon Cares
Lease Agreement – Accommodation Space
Quarterly Reports – For Information Only

City Planning Committee – *Councillors Hartland and Cabott*
Zoning Amendment – 1308 Centennial Street

City Operations Committee – *Councillors Cabott and Hartland*

Community Services Committee – *Councillors Boyd and Stick*

Public Health and Safety Committee – *Councillors Stick and Boyd*
Christmas Food for Fines Program

Development Services Committee – *Councillors Curteanu and Roddick*

NEW AND UNFINISHED BUSINESS

BYLAWS

2020-23	Urban Electrification Local Improvement (Lot 57 Pineridge)	3 rd Reading
2020-35	Lease Agreement (Accommodation Space)	1 st & 2 nd Reading
2020-34	Zoning Amendment (1308 Centennial Street)	1 st Reading
2020-36	Capital Expenditure Plan (2021 to 2024)	1 st Reading

ADJOURNMENT

MINUTES of **REGULAR** Meeting #2020-22 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, October 26, 2020, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Dan Boyd
Laura Cabott – Electronic Participation
Jocelyn Curteanu
Samson Hartland
Stephen Roddick
Jan Stick

ALSO PRESENT: City Manager Linda Rapp
Director of Community and Recreation Services Jeff O’Farrell
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Acting Director of Human Resources Lindsay Schneider
Director of Infrastructure and Operations Peter O’Blenes
Manager of Legislative Services Catherine Constable

Mayor Curtis called the meeting to order at 5:30 p.m.

CALL TO ORDER

2020-22-01

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

AGENDA

Carried Unanimously

2020-22-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated October 13, 2020
be adopted as presented.

MINUTES

October 13, 2020

Carried Unanimously

DELEGATE SUBMISSIONS

COMMITTEE REPORTS

City Planning Committee

2020-22-03

It was duly moved and seconded

THAT Bylaw 2020-31, a bylaw to amend the Official Community Plan to allow for the development of the area known as Whistle Bend Future Area “C”, be brought forward for consideration under the bylaw process.

Carried Unanimously

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

2020-22-04

It was duly moved and seconded THAT the allocation of \$46,680 for Recreation Grants as recommended by the Recreation Grant Task Force be approved; and THAT any unexpended recreation grant funds, as well as any refunds received prior to year-end, be authorized for re-budgeting to 2021.

Fall Recreation Grant Allocations:

Arctic Edge Skating Club		
Yukon Gold Nugget Championships	\$4,000.00	
Canadian - Filipino Sports Association of Yukon		
Winter Sports Tournament-wages	\$700.00	
Chickadees Playschool Association		
Programming for Chickadees Playschool participants	\$2,040.00	FALL RECREATION GRANTS 2020
Fetal Alcohol Syndrome Society Yukon		
Out and About Program	\$6,000.00	
Golden Age Society		
Off set O&M costs/program supplies	\$2,340.00	
Gwaandak Theatre Society		
Winter Cultural Variety Nights	\$6,000.00	
Inclusion Yukon		
Inclusive Recreation	\$5,000.00	
Learning Disabilities of the Yukon (LDAY)		
Camp Raven	\$6,000.00	
Mental Health Association of the Yukon		
Living Life to the Full Facilitator	\$2,100.00	
Whitehorse Curling Club		

Curling Programs	\$1,500.00
Yukon Arts Society Art and Craft Programs	\$6,000.00
Yukon Film Society Whitehorse Recreation Through Film and Art	<u>\$5,000.00</u>
Fall Recreation Grant Total	\$46,680.00

Carried Unanimously

2020-22-05

It was duly moved and seconded
THAT the recommendations for Festival and Special Event Grant
Fund allocations for 2021 be approved as presented, with funding from
the 2021 budget.

Festival and Special Event Grant Allocations:

All-City Band Society		
• Music for a Winter’s Eve	\$800.00	
Nakai Theatre Ensemble		
• Pivot Festival	\$5,000.00	
Queer Yukon Society		
• Yukon Pride 2020	\$5,000.00	
Royal Canadian Legion Branch 254		
• Canada Day Celebrations	\$5,000.00	FESTIVAL AND SPECIAL
• In-Kind	\$2,736.50	EVENT GRANTS 2020
Teenage Life & Young Adults International Society		
• Yukon African Musical Festival	\$2,500.00	
The Heart of Riverdale Community Centre		
• CypherFest Street Dance & Music Festival	\$7,000.00	
Yukon Arts Centre		
• Midnight Sun Moppets Children’s Festival	\$2,500.00	
Yukon Film Society		
• Available Light Film Festival	\$5,000.00	
• In-Kind	\$630.00	
Yukon First Nations Culture and Tourism Association (Signature Event)		
• Adaka Cultural Festival	\$7,500.00	

• In-Kind	\$6,252.30
Yukon Literacy Coalition	
• Family Literacy Day	\$1,200.00
• In-Kind	\$150.00
Yukon Sourdough Rendezvous Society (Signature Event)	
• Yukon Sourdough Rendezvous Festival	\$8,500.00
• In-Kind	<u>\$20,586.75</u>
Total Cash:	\$50,000.00
Total In-kind:	\$30,355.55

Carried Unanimously

2020-22-06

It was duly moved and seconded
THAT administration be authorized to set the weighting for local content at 20 points in the request for proposals to be issued for design and construction services for the Robert Service Campground Building.

ROBERT SERVICE
CAMPGROUND
BUILDING

Carried Unanimously

Public Health and Safety Committee

The public was reminded that the annual flu clinic is operating this year only at the Convention Centre. The hours are 9:00 a.m. to 7:00 p.m. and the first week is for persons in the high-risk category. Flu shots for the general population will begin the week of October 26th.

FLU CLINICS
For Information Only

The public was advised that Poverty and Homelessness Action Week is under way in Whitehorse, and people are encouraged to participate in various activities and events planned to bring awareness to the issue.

POVERTY AND
HOMELESSNESS
ACTION WEEK
For Information Only

Development Services Committee

There was no report from the Development Services Committee.

No Report

Corporate Services Committee

2020-22-07

It was duly moved and seconded
THAT the 2020 to 2023 capital expenditure plan be amended by increasing the Emerging Pollutants Wastewater Treatment project to \$70,000 for 2020, funded by Gas Tax.

EMERGING POLLUTANTS
WASTEWATER
TREATMENT

Carried Unanimously

2020-22-08

It was duly moved and seconded
THAT the application under the urban electrification program for Lot 57 in the Pineridge Subdivision, Whitehorse Plan No.93-134, be accepted; and

URBAN
ELECTRIFICATION

THAT Bylaw 2020-23, a bylaw to authorize a local improvement charge for urban electrification at Lot 57, Pineridge Subdivision, be brought forward for consideration under the bylaw process.

Carried Unanimously

NEW AND UNFINISHED BUSINESS

2020-22-09

It was duly moved and seconded
THAT Deputy Mayor appointments be approved as follows:

Councillor Boyd	November 1 to December 31, 2020
Councillor Roddick	January 1 to February 28, 2021
Councillor Stick	March 1 to April 30, 2021
Councillor Cabott	May 1 to June 30, 2021
Councillor Hartland	July 1 to August 31, 2021
Councillor Curteanu	September 1 to October 31, 2021

DEPUTY MAYOR
APPOINTMENTS

Carried Unanimously

2020-22-10

It was duly moved and seconded
THAT Reserve Deputy Mayor appointments be approved as follows:

Councillor Curteanu	November 1, 2020 to April 30, 2021
Councillor Roddick	May 1 to October 31, 2021

RESERVE DEPUTY
MAYOR APPOINTMENTS

Carried Unanimously

2020-22-11

It was duly moved and seconded
THAT Chair and Vice-Chair appointments for Standing Committees be approved as follows for the period from November 1, 2020 to October 31, 2021:

City Operations	Chair	Councillor Cabott
	Vice-Chair	Councillor Hartland
City Planning Committee	Chair	Councillor Hartland
	Vice-Chair	Councillor Cabott
Community Services	Chair	Councillor Boyd
	Vice-Chair	Councillor Stick
Corporate Services Committee	Chair	Councillor Roddick
	Vice-Chair	Councillor Curteanu
Development Services	Chair	Councillor Curteanu
	Vice-Chair	Councillor Roddick
Public Health and Safety	Chair	Councillor Stick
	Vice-Chair	Councillor Boyd

STANDING COMMITTEE
CHAIR AND VICE-CHAIR
APPOINTMENTS

Carried Unanimously

2020-22-12

It was duly moved and seconded
THAT Council member appointments to ad hoc committees be approved as follows for the period from November 1, 2020 to October 31, 2021:

Association of Yukon Communities	Councillor Curteanu
	Councillor Roddick
Crime Stoppers	Councillor Cabott

COUNCIL MEMBER
APPOINTMENTS TO
AD HOC COMMITTEES

Whitehorse Chamber of Commerce Councillor Boyd
Carried Unanimously

2020-22-13

It was duly moved and seconded
THAT Special Committee appointments be approved as follows for the
period from November 1, 2020 to October 31, 2021:

City Budget Committee	Mayor and all Council	SPECIAL COMMITTEE APPOINTMENTS
City Manager's Evaluation Committee	Mayor and all Council	
Emergency Measures Commission	Mayor and current Deputy Mayor	

Carried Unanimously

2020-22-14

It was duly moved and seconded
THAT administrative appointments to various committees be approved
as follows for the period from November 1, 2020 to October 31, 2021:

Community Advisory Board – Safe at Home: Director, Development Services	ADMINISTRATIVE APPOINTMENTS TO AD HOC COMMITTEES
Reciprocal Insurance Exchange: Director, Corporate Services Manager, Financial Services	
Yukon Housing Action Plan Implementation Committee: Manager, Planning and Sustainability Services	

Carried Unanimously

2020-22-15

It was duly moved and seconded
THAT the 2021 meeting schedule for Regular Council and Standing
Committee meetings be adopted as presented; and
THAT the second meeting cycle in August be cancelled to
accommodate a summer recess; and

	ADOPT 2021 SCHEDULE FOR COUNCIL AND STANDING COMMITTEE MEETINGS
--	--

THAT the second meeting cycle in October be cancelled to accommodate the municipal election; and

THAT a special meeting be scheduled for November 1st for the swearing-in of the new council; and

THAT the first meeting cycle in November be rescheduled to the 8th and 15th respectively, and the second meeting cycle be rescheduled to November 22nd and 29th respectively; and

THAT the second meeting cycle in December 2021 be cancelled to accommodate a winter recess.

Carried Unanimously

BYLAWS

2020-22-16

It was duly moved and seconded
THAT Bylaw 2020-33, a bylaw to amend the Management and Confidential Exclusion Employment Bylaw with respect to vacation accruals for the management group, having been read a first and second time, now be given third reading.

Carried Unanimously

BYLAW 2020-33
CONFIDENTIAL
EXCLUSION
EMPLOYMENT BYLAW
THIRD READING

2020-22-17

It was duly moved and seconded
THAT Bylaw 2020-23, a bylaw to provide for local improvement charges with respect to the electrification of the property at 24 Harvey Place, be given first reading.

Carried Unanimously

BYLAW 2020-23
URBAN
ELECTRIFICATION
FIRST READING

2020-22-18

It was duly moved and seconded
THAT Bylaw 2020-23 be given second reading.

Carried Unanimously

SECOND READING

2020-22-19

It was duly moved and seconded
THAT Bylaw 2020-31, a bylaw to amend the Official Community Plan to
allow for the development of the area known as Whistle Bend Future
Area C, be given first reading.

Carried Unanimously

BYLAW 2020-31

OCP WHISTLE BEND
FUTURE AREA C
FIRST READING

There being no further business, the meeting adjourned at 6:04 p.m.

ADJOURNMENT



City Budget Committee

Date Monday, November 9, 2020

Location Council Chambers, City Hall

Committee Members Present
Mayor Dan Curtis
Councillor Dan Boyd
Councillor Laura Cabott
Councillor Jocelyn Curteanu
Councillor Samson Hartland
Councillor Stephen Roddick
Councillor Jan Stick

Staff Present
Linda Rapp, City Manager
Valerie Braga, Director of Corporate Services
Jeff O'Farrell, Director of Community and Recreation Services
Lindsay Schneider, Acting Director of Human Resources
Mike Gau, Director of Development Services
Peter O'Blenes, Director of Infrastructure and Operations
Brittany Dixon, Acting Manager of Financial Services
Catherine Constable, Manager of Legislative Services

1. 2021 to 2024 Capital Expenditure Program

Mayor Curtis will present the Budget Address for the 2021 to 2024 Capital Expenditure Program.

The Capital Budget Bylaw will be distributed at the meeting on Monday, November 9, 2020.



Minutes of the meeting of the Corporate Services Committee

Date	November 2, 2020	2020-23
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Stephen Roddick – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott – Electronic Participation Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland – Electronic Participation Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services – Electronic Participation Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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

1. Council Grant – Yukon Cares

Yukon Cares is an independent, grassroots, volunteer-driven humanitarian organization responding to the global refugee crisis through education, advocacy and resettlement of refugees in Yukon. Yukon Cares is asking Council for support for a new refugee family of four, a mother and three children, that arrived from South Africa in March 2020. The specific request is for one complimentary adult monthly transit pass for a 12-month period and three complimentary youth transit passes for a 12-month period. The family would be grateful if passes to the Canada Games Centre would also be granted.

The recommendation of the Corporate Services Committee is

THAT Council approve a grant of transit passes as well as Canada Games Centre family pass in the amount of \$2,617.00, funded from the Council donation account.

2. Lease Agreement – Accommodation Space

The City employed a lease arrangement for temporary City accommodations until 2018 when it ended after an unsuccessful request for proposals process failed to renew or provide an alternate location. The accommodations are used to house new employees or consultants that arrive in the Yukon and require somewhere to stay.

Providing accommodation for incoming staff who are relocating is used highly in the City's recruitment techniques, to the City's benefit. Since 2018, the City has been renting accommodations at various locations depending on the requirements of the guests. Particularly during the COVID-19 pandemic, this has been a costly approach as the rental options available have been limited. Leasing is expected to realize significant savings for the City and ensure accommodations are available when needed.

The recommendation of the Corporate Services Committee is

THAT Bylaw 2020-35, a bylaw to authorize a lease agreement with the Landlord for the City's accommodation space at 177 Olive May Way, be brought forward for consideration under the bylaw process.

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3. Quarterly Reports – For Information Only

The City Manager presented a new format for quarterly reports, highlighting progress on Council priorities during the third quarter and anticipated focuses for departments in the fourth quarter.

A Council member noted the statistics for housing starts to date in 2021 and asked whether analysis has been done regarding whether that level of growth is sustainable.



Minutes of the meeting of the City Planning Committee

Date	November 2, 2020	2020-23
Location	Council Chambers, City Hall	
Committee Members Present	Mayor Dan Curtis – Chair Councillor Dan Boyd Councillor Laura Cabott – Electronic Participation Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland – Electronic Participation Councillor Jan Stick Councillor Stephen Roddick	
Staff Present	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services – Electronic Participation Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services Mélodie Simard, Manager of Planning and Sustainability Services	

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

1. Zoning Amendment – 1308 Centennial Street

The City has received an application to amend the zoning of 1308 Centennial Street. The owner intends to construct a multi-family development with eight dwelling units. The current zoning is RS-Residential Single Detached, which does not permit multiple family housing, so an amendment to the zoning is required. Although the Official Community Plan allows up to 60 units/ha or, for this lot, 11 units, proposed modifications are to restrict the height of the development to a maximum of 13 m and the density to no more than 11 units. These modifications were previously approved by Council for an adjacent lot at 1306 Centennial Street.

The recommendation of the City Planning Committee is

THAT Bylaw 2020-34, a bylaw to amend the zoning at 1308 Centennial Street in the Porter Creek neighbourhood to allow for the development of an eight-unit multiple residential complex, be brought forward for consideration under the bylaw process.



Minutes of the meeting of the City Operations Committee

Date	November 2, 2020	2020-23
Location	Council Chambers, City Hall	
Committee Members Present	Mayor Dan Curtis – Chair Councillor Dan Boyd Councillor Laura Cabott – Electronic Participation Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland – Electronic Participation Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services – Electronic Participation Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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



Minutes of the meeting of the Community Services Committee

Date	November 2, 2020	2020-23
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd – Chair Mayor Dan Curtis Councillor Laura Cabott – Electronic Participation Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland – Electronic Participation Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services – Electronic Participation Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

Your Worship, there is no report from the Community Services Committee.



Minutes of the meeting of the Public Health and Safety Committee

Date	November 2, 2020	2020-23
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jan Stick – Chair Councillor Dan Boyd Councillor Stephen Roddick Mayor Dan Curtis Councillor Laura Cabott – Electronic Participation Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland – Electronic Participation	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services – Electronic Participation Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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

1. Christmas Foods for Fines Program

‘*Food for Fines*’ Program, in place since 2005, provides non-perishable food and cash donations to be accepted as payment for ‘time expired’ parking meter or ‘exceed two-hour time limit’ violation tickets, with proceeds donated to the Whitehorse Food Bank and Kaushee’s Place. In 2019 a total of \$6,535 was raised.

The program allows the option of donating food items in lieu of ticket payments for persons who receive tickets for parking meter or two-hour zone violations between November 28th and December 5th this year. Non-perishable food items will be accepted in lieu of ticket payments as long as the value of the food items contributed is equal to or greater than the value of the ticket.

The recommendation of the City Planning Committee is

THAT Council approve the 2020 Christmas Food for Fines program; and

THAT Council direct that a grant not exceeding \$10,000 for parking meter ticket or two-hour zone fines issued between November 28th and December 5th, 2020 be approved to the Whitehorse Food Bank and Kaushee's Place as part of the Christmas '*Food for Fines*' program.

2. Side Walk Clearing – For Information Only

A committee member reminded residents in light of the recent snow fall to clear their sidewalks as soon as possible.



Minutes of the meeting of the Development Services Committee

Date	November 2, 2020	2020-23
Location	Council Chambers, City Hall	
Committee Members Present	Mayor Dan Curtis – Chair Councillor Dan Boyd Councillor Laura Cabott – Electronic Participation Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland – Electronic Participation Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services – Electronic Participation Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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

CITY OF WHITEHORSE
BYLAW 2020-23

A bylaw to authorize a local improvement charge for urban electrification

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

WHEREAS the owners of the property located at Lot 57, Pineridge Subdivision, Whitehorse YT, have applied under the Urban Electrification Program for a local improvement to assist them in providing power to the property; and

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

WHEREAS the actual cost of the said construction is estimated to be \$4,305.00 of which \$4,305.00 will be raised by way of a special tax assessment, and

WHEREAS in order to construct and complete the project it will be necessary to fund up to the sum of \$4,305.00 from the City; and

WHEREAS the estimated life of the project exceeds ten years;

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

1. A work of local improvement, being the electrification of the property described as Lot 57, Plan No.93-134, Pineridge Subdivision, Whitehorse YT Roll #3500005700, property class RSC, located at 24 Harvey Place, is hereby authorized.
2. The parcel of land benefiting from this work of local improvement is as set out in section 1 of this bylaw.
3. The total cost of the local improvement has been determined by ATCO Electric Yukon.
4. The cost of the work is to be paid for by way of a special assessment to be levied on the parcel described in section 1 of this bylaw.
5. For the purposes aforesaid, the sum of up to \$4,305.00 is to be funded by the City.
6. The sum of \$4,305.00 is to be collected by way of a special assessment as provided in section 7 of this bylaw.
7. There is hereby imposed on the land described in section 1 of this bylaw a special assessment under the *Assessment and Taxation Act*. This equates to an annual fee in the amount of \$490.61 for each of ten years. This sum is the amount

Local Improvement for Urban Electrification Bylaw 2020-33

necessary to pay the annual amount of interest and principal falling due in each year, computed at the prime business rate of 2.45% as at October 06, 2020. The said special assessment shall be in addition to all other rates and taxes.

- (1) The property owners have the option of paying the total property charge prior to its due date, or of paying the equal annual instalments each of ten years, commencing on July 2, 2021.
 - (2) The property owners may reduce the balance owing on the total property charge by making a lump sum payment in any year during the life of the bylaw. Such lump sum payments shall be accepted only in the month of January each year.
 - (3) The property owners may also pay off the balance owing at any point during the ten-year life of the bylaw.
8. The provisions of this bylaw shall come into full force and effect upon final passage thereof.

NOTICE GIVEN: October 19, 2020
FIRST and SECOND READING: October 26, 2020
THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

CITY OF WHITEHORSE

BYLAW 2020-35

A bylaw to authorize a lease agreement for accommodation space

WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for the municipality’s acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings, or other improvements on land or personal property; and

WHEREAS it is deemed desirable that the City enter into a lease agreement with respect to accommodation space;

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 24-month lease agreement with Terence Tait for the purpose of leasing approximately 1,700 square feet of accommodation space at 177 Olive May Way.
2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the lease agreement attached hereto as Appendix “A” and forming part of this bylaw, and all other documentation necessary to complete the acquisition of the said lease in a timely manner.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

Assistant City Clerk



TENANCY AGREEMENT

WWW.TERENCETAIT.CA

This Tenancy Agreement accurately reflects the *Residential Landlord and Tenant Act (RLTA)* and accompanying regulation. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal needs.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in *RLTA*. In this tenancy agreement, the words **rental unit** and **residential property** have the same meaning as in the *RLTA*.

RESIDENTIAL TENANCY AGREEMENT BETWEEN:

The LANDLORD: Terence Tait
and the TENANT(S): _____

ADDRESS OF RENTAL UNIT: 177 OLIVE HAY WAY
Emergency contact (for tenant to contact landlord) _____
Address for service on the landlord: _____

Maximum number of occupants permitted to live in the rental unit: 4
(if the amount of rent payable varies with the number of occupants, this must be specified)

APPLICATION OF THE RESIDENTIAL LANDLORD AND TENANT ACT

1. The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *RLTA* or a regulation made under that *RLTA*. If a term of this tenancy agreement does not contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void
2. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
3. The requirement for an agreement under subsection (2) does not apply to:
 - a) A rent increase given in accordance with the *RLTA*
 - b) A withdrawal of, or a restriction on, a service or facility in accordance with the *RLTA*, or
 - c) A term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required

LENGTH OF TENANCY

This tenancy starts on: DEC 1ST 2020

Length of tenancy: 2 YEARS

This tenancy is: Month-to-month OR for a fixed length of time (please circle one)

Fixed length of time start date: NOV 1ST 2020 Ending on: OCT 31 2022

At the end of this fixed length of time: The tenancy may continue on a month-to-month basis OR the tenancy ends and the tenant must move out of the unit. (please circle one)

RENT

Payment of Rent: The tenant will pay the rent of \$ 2900⁰⁰ each month to the landlord on the first day of the rental period which falls on the 1st day of each month, subject to rent increases given in accordance with the RLTA. Tenant must pay the rent on time. If the rent is late, the landlord may issue a notice to end the tenancy to the tenant, which will take effect not earlier than 14 full days after the date the notice is given.

What is included in the rent: The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement

- | | | | | |
|--|--|---|--|---|
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Electricity | <input type="checkbox"/> Heat | <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> Parking for <u>2</u> Vehicles |
| <input checked="" type="checkbox"/> Stove | <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Internet | <input type="checkbox"/> Fuel | <input checked="" type="checkbox"/> Furniture <input type="checkbox"/> Dishwasher |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Wood | <input type="checkbox"/> Carpet storage | <input checked="" type="checkbox"/> Garbage collection | |
| <input checked="" type="checkbox"/> Refrigerator | | <input type="checkbox"/> Snow removal | | |

Monthly rent payments may be paid by post-dated cheque or e-transfer at:

[REDACTED] Please set the security question to [REDACTED] and make the answer [REDACTED]

SECURITY DEPOSIT

The tenant(s) is required to pay a security deposit of \$ 2900⁰⁰ by OCT 30 2020

The landlord agrees:

- a) That the security deposit must not exceed the first month's rent payable for the residential property,
- b) To keep the security deposit during the tenancy and pay interest on it in accordance with the regulations, and
- c) To repay the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i. The tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

- II. The landlord applies for dispute resolution under the RLTA within 15 days of the end of the tenancy agreement to claim some or all of the security deposit
 1. The 15 day period starts on the later of
 - a) The date the tenancy ends, or
 - b) The date the landlord receives the tenant's forwarding address in writing
 2. If a landlord does not comply with the above sections
 - a) May not make a claim against the security deposit, and
 - b) Must pay the tenant the amount of the security deposit
 3. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent

UTILITIES

The tenant shall create accounts under their own name and pay for the following utilities in full: ELECTRICITY. The tenant shall pay for all charges respecting the tenant's occupation and use of the premises from the commencement date until the return of the premises to the landlord on the tenancy end date.

PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Human Rights Act*. (Example: Service animals)

CONDITION INSPECTIONS

1. In accordance with section 22 of the *RLTA*, the landlord and tenant must inspect the condition of the rental unit together.
 - a) At the start of the tenancy, and
 - b) At the end of the tenancy
2. The landlord and tenant may agree on a different day for the condition inspection.
3. The right of both the tenant and the landlord to claim against a security deposit for damage to the residential property may be extinguished if the party does not comply with the *Residential Landlord Tenant Act*.

PAYMENT OF RENT

1. The tenant must pay the rent in full and on time, unless the tenant is permitted under the *RLTA* to deduct from the rent. If the rent is unpaid, the landlord may serve written notice to end a tenancy on the tenant, which may take effect not earlier than 14 days after the date the tenant receives the notice

2. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made in accordance with the *Residential Landlord Tenant Act*.
3. The landlord must give the tenant a receipt for rent paid in cash
4. The landlord must return to the tenant on or before the last day of tenancy any postdated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any postdated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

RENT INCREASE

1. Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment.
2. A landlord must give a tenant 3 full months notice, in writing, of a rent increase. (for example, if the rent is due on the 1st of the month and the tenant is given notice any time in February, including February 1st, there must be 3 full months before the increase begins. In this example, the months are March, April, and May, so the increase would begin on June 1)

ASSIGN OR SUBLET

1. The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. The tenant must give one month notice. The landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
2. If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution with the Residential Tenancies Office.

MAXIMUM NUMBER OF OCCUPANTS

The maximum number of occupants must be clearly stated in the tenancy agreement. If the amount of rent payable varies with the number of occupants, this must also be specified.

REPAIRS

1. The landlord's obligations:
 - a) The landlord must provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) A tenant should notify the landlord if any repairs are required and has a duty to mitigate any damage to the property (such as taking steps to minimize damage in case of emergencies)
 - c) If the landlord is required to make repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order from the RTO for the completion and cost of the repair.

2. The tenant' obligations:
 - a) The tenant must maintain reasonable health, cleanliness, and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair the damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
 - b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution for cost of repairs, serve a notice to end a tenancy, or both.

3. Emergency repairs:
 - a) The landlord must post and maintain in a conspicuous place on the residential property, or give the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
 - b) If emergency repairs are required, the tenant must make at least 2 attempts to telephone the designated contact person, and then give the landlords reasonable time to complete the repairs.
 - c) If the emergency repairs are still required, the tenant may reasonably undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
 - d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and includes
 - i. Major leaks in pipes or the roof
 - ii. Damaged or blocked water or sewer
 - iii. The primary heating system
 - iv. Damaged or defective locks that give access to a rental unit, or
 - v. The electrical systems

OCCUPANTS AND GUESTS

1. The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
2. The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
3. If the number of occupants in the rental unit exceeds the maximum number, the landlord may discuss the issue with the tenant and may serve a notice to end tenancy.

LOCKS

1. The landlord must not change locks or other means of access to a rental unit unless the landlord provides each tenant with new keys or other means of accessing the residential property.
2. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
3. The tenant must not change locks or other means of access to:
 - a) Common areas of residential property, unless the landlord consents to the change, or
 - b) His or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered the change.

LANDLORD'S ENTRY INTO RENTAL UNIT

1. For the duration of the tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
2. The landlord may enter the rental unit only if one of the following applies:
 - a) At least 24 hours and not more than 7 days before the entry, the landlord gives the tenant a written notice which states
 - i. The purpose for entering, which must be reasonable, and
 - ii. The date and the time of the entry, which must be between 8 a.m. and 8 p.m. unless the tenant agrees otherwise;
 - b) There is an emergency and the entry is necessary to protect life or property;
 - c) The tenant gives the landlord permission to enter at the time of entry or not more than 7 days before the entry;
 - d) The tenant has abandoned the rental unit;
 - e) The landlord has an order from the RTO or court order saying the landlord may enter the rental unit;
 - f) The landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

ENDING THE TENANCY

1. Either the landlord or the tenant can end a yearly tenancy by serving the other party with a 3 month written notice. The tenant may end a monthly tenancy by giving the landlord at least one month's written notice, whereas the landlord must provide two full

months of notice for the same types of tenancy. A notice must be given no later than the day before rent is due to start the clock for the following rental month.

2. This notice must be in writing and must
Include the address of the rental unit,
 - a) Include the date the tenancy is to end,
 - b) Be signed and dated by the tenant, and
 - c) Include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy
3. If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Landlord and Tenant Act.
4. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
5. The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Landlord and Tenant Act*.

FEES

Permitted fees include: fee for key replacement or for additional keys, locks, or access device. This fee must not be greater than the direct cost of replacing the key, lock, or access device.

NSF: If the tenancy agreement includes this as a term, a landlord may charge a tenant the service fee charged by the bank if a tenant's cheque is returned. The landlord may also charge an additional administrative fee up to \$25 for return of cheque.

ADDITIONAL ITEMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking, fuel and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Landlord and Tenant Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is not an Addendum

If there is an Addendum attaches, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum _____ Number of additional terms in the addendum _____

MINIMUM RENTAL STANDARDS

PART 1

Purposes

1. The purpose of this Schedule is to establish minimum rental standards that ensure rental units and residential properties are safe, sanitary and fit for human habitation.

Principles

2. The minimum rental standards set out in this Schedule are to be interpreted having regard to the age, character and location of the rental unit and residential property, and the services or facilities that are provided or agreed to be provided. (2)
3. A tenant or landlord must not interfere with the responsibility of the other for complying with the Act or this Regulation, or for providing a service or facility as agreed in a tenancy agreement
4. Tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units or other parts of their residential properties.
5. A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

Interpretation

6. In this Schedule "drinking water" means water that meets the health parameters of the Guidelines for Canadian Drinking Water Quality published by Health Canada, as amended or replaced from time to time.
7. "plumbing" means all or any part of a drainage system, a water system or a related venting system, including pipes, tanks, water heaters, vents, drain fittings and fixtures;
8. A reference in this Schedule to a residential property in respect of a rental unit means, unless the context indicates otherwise, the rental unit and any other parts of the residential property that the tenancy agreement gives the tenant access to.

PART 2 - LOT AND EXTERIOR

9. The landlord must provide surface water drainage and disposal on the residential property to help prevent erosion, ponding and entry of water into buildings and other structures located on the residential property.
10. The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

11. Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by
 - a) the tenant, for any area of the residential property that is for the tenant's exclusive use; and
 - b) The landlord, for all other areas of the residential property.
12. The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.
13. The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the Building Standards Act, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.
14. The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.
15. The landlord must provide each building on the residential property with a weather-tight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

PART 3 - SAFETY AND FIRE PROTECTION

16. The landlord must ensure that the residential property conforms to all applicable requirements under the Fire Prevention Act.
17. The landlord and the tenant must comply with each obligation imposed on them under the Fire Prevention Act, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.
18. The landlord must ensure that all fuel burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.
19. The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.
20. The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.
21. The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.

22. The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the Building Standards Act.

PART 4 - INTERIOR

23. The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weather tight and rodent proof.
24. The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.
25. The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.
26. The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weather tight, and must repair or replace any damaged or missing parts, including broken glass and defective hardware.
27. The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.
28. The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.
29. The tenant must not use, and the landlord must not require the tenant to use
 - a) A cooking appliance as a primary source of space heating; nor
 - b) A portable space heater as a primary source of heat.
30. Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature
 - a) To be a health or safety hazard; or
 - b) To cause damage to the rental unit.
 - c) Subsection (31) does not require the landlord or the tenant to do anything to reduce the temperature of the rental unit other than to refrain from heating it.
31. If the rental unit includes a plumbed water supply system
 - a) If the water for the system is supplied directly from a large public drinking water system (as defined in the Drinking Water Regulation under the Public Health and Safety Act, the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit;

- b) The landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing; and
 - c) The tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.
 - d) For the purposes of paragraph (32a), water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.
 - e) If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.
32. The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.
33. If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.
34. If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.
35. The landlord must provide each indoor bathroom with a lockable door that provides privacy.
36. The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system, or has an outhouse if there is no plumbed water at the rental unit.
37. The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.
38. The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a potential health hazard.
39. The tenant must use the means provided by the landlord to ensure sufficient ventilation as described in section (39).
40. If the rental unit is connected to an electrical power system
- a) The landlord must provide all outlets, switches, wiring, and fixtures in safe working condition; and
 - b) The tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.
41. If the tenancy agreement requires the landlord to provide appliances in the rental unit

- a) The landlord must provide properly installed and vented appliances that are in good working condition; and
 - b) The tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.
42. The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.
43. The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.
44. Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under *the Fire Prevention Act* and other applicable health and safety standards.

COMPLIANCE TIMELINE

IMPORTANT: Landlords will have one full year from the date the regulations come into force to comply with the minimum rental standards. NOTE: This section also applies to pre-existing tenancies.

BY SIGNING THIS TENANCY AGREEMENT, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.

the LANDLORD (full legal name): Terence Tait

Signature of LANDLORD [Signature] Date: OCT 21 2020

TENANT 1 (full legal name) _____

Signature _____ Date: _____

TENANT 2 (full legal name) _____

Signature _____ Date: _____

CITY OF WHITEHORSE

BYLAW 2020-34

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of a multi-family housing complex on Centennial Street in the Porter Creek neighbourhood;

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

1. Section 9 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.12.7 f) and substituting therefore a new subsection 9.12.7 f) as follows:
 “9.12.7 f) Lots 82 and 83, Plan 25142 LTO in Porter Creek, located at 1308 Centennial Street and 1306 Centennial Street respectively, are designated RMx(f) with the special modifications being:
 (1) the maximum height is 13 m; and
 (2) the maximum density is 9 units.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 82, Plan 25142 LTO, located at 1308 Centennial Street in the Porter Creek neighbourhood, from RS–Residential Single Detached to RMx(f)–Residential Multiple Housing (modified), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon final passage thereof.

FIRST READING:

PUBLIC NOTICE:

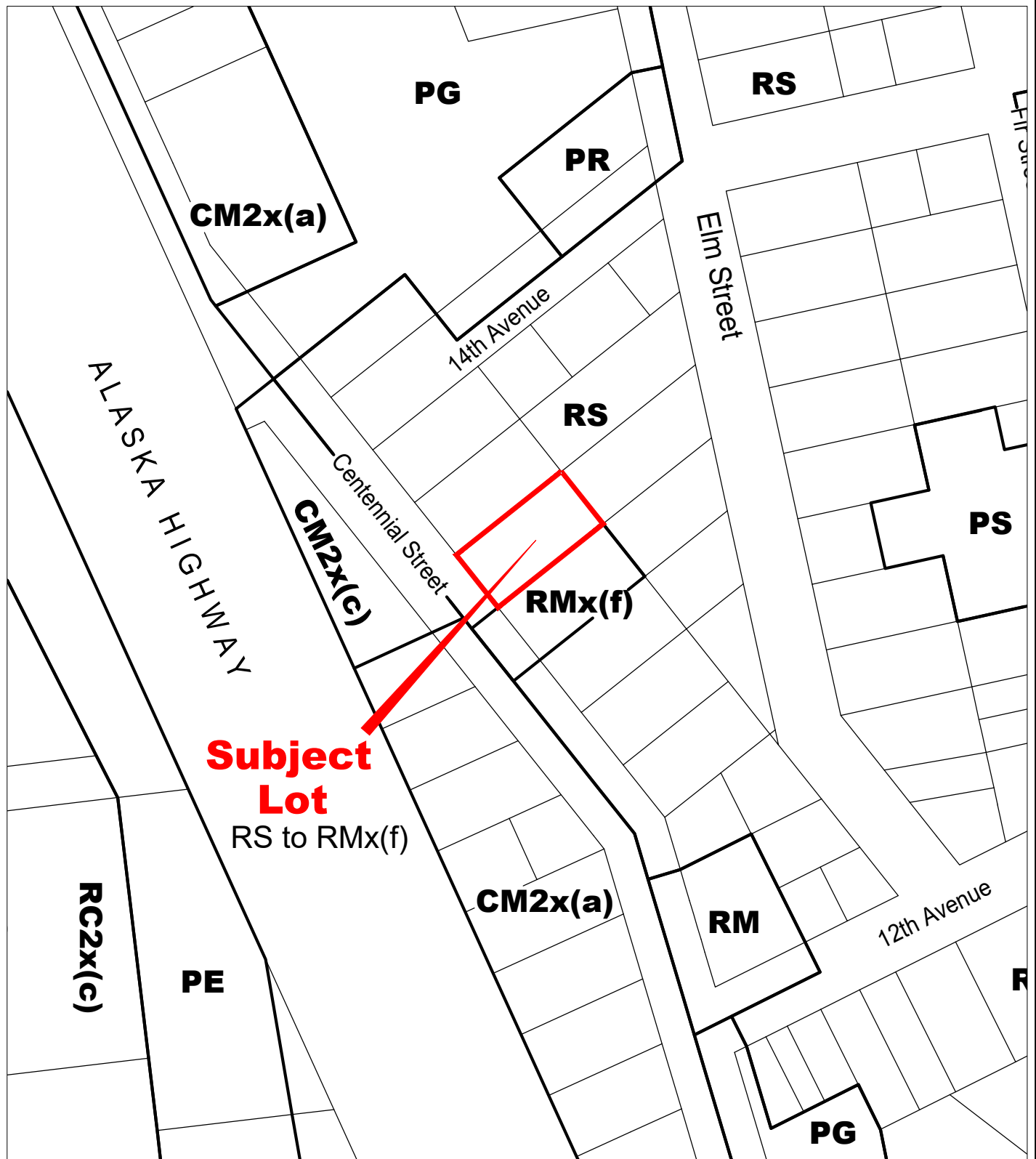
PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

Mayor


Assistant City Clerk



Bylaw 2020-34

A bylaw to amend the zoning of 1308 Centennial St from RS-Residential Single Detached to RMx(f)-Residential Multiple Housing (modified) with max. height 13m and max. density 9 units

LEGEND

 SUBJECT AREA